



Mayor

M. Andy Moore

Mayor Pro-Tem

Travis Scott

Council Members

Marlon Lee

David Stevens

David Barbour

Emery Ashley

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council Agenda Packet

Meeting Date: Tuesday, April 3, 2018

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING APRIL 3, 2018
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

<u>Presentations</u>	<u>Page</u>
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- | | |
|---|---|
| 1. Proclamation – Proclaiming April 18, 2018 as Electrical Lineman Day
(Mayor – M. Andy Moore) <u>See</u> attached information..... | 1 |
| 2. Parks and Recreation Updates on the Miracle League Field, Inclusion Park and Grand Opening of the Sarah Yard Community Center
(Parks and Recreation Director – Gary Johnson) | |

Public Hearings

- | | |
|---|----|
| 1. <u>RZ-18-04 Adams and Hodge Engineering, PC</u>: The applicant is requesting to rezone approximately 67.88 acres of land from the R-8 (Residential) zoning district to the PUD Special District (Planned Unit Development) with a PUD master plan for a 288 to 315 unit residential development. The property consider for rezoning is located on the east and west side of Buffalo Road approximately 570 feet north of its intersection with Booker Dairy Road. The property is further identified as Johnston County Tax ID# 14075013.
(Planning Director – Stephen Wensman) <u>See</u> attached information..... | 5 |
| 2. <u>ZA-18-02 Town of Smithfield</u>: The Smithfield Planning Department is requesting to adopt the Flood Risk Insurance Study for Johnston County and to amend the Town of Smithfield Unified Development Ordinance, Article 10, Part VII, Flood Damage Prevention, Non-Coastal Regular Phase as required by the study.
(Planning Director – Stephen Wensman) <u>See</u> attached information..... | 47 |

3. **ZA-17-06: Town of Smithfield:** The Planning Department is requesting an ordinance amendment to Appendix A, Article 7 and Article 10 of the Town of Smithfield Unified Development Ordinance to clarify minimum lot width standards and the maximum length of cul-de-sacs.
(Planning Director – Stephen Wensman) See attached information.....103

Citizens Comments

Consent Agenda Items

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b. March 6, 2018 – Close Session (Under Separate Cover).....113
- 2. Consideration and approval to Unseal Close Session Minutes**
(Town Clerk – Shannan Parrish) See attached information.....127
- 3. Special Event: Champion 5k/ 10k Run/ Walk –** The Johnston Health Foundation is seeking approval to add a 10k run/walk to its annual event. The event will take place on April 14th from 8:00 am until 12:00 pm.
(Planning Director – Stephen Wensman) See attached information.....129
- 4. Special Event: Cinco de Mayo –** Mucho Mexico is seeking approval to have appropriate Latin karaoke on its patio area on May 5th from 2:00 pm until 8:00 pm to celebrate Cinco de Mayo. Staff is requesting that this be approved as an annual event.
(Planning Director – Stephen Wensman) See attached information.....135
- 5. Special Event: Gospel Concert –** Smithfield Church of God is seeking approval to hold a Gospel Concert at the Smithfield Town Commons stage on April 27th between the hours of 7:00 – 9:00 pm
(Planning Director – Stephen Wensman) See attached information.....139
- 6. Special Event: Rhythm & Brews Concert Series:** The DSDC is seeking approval to conduct its summer concert series on June 15th, August 17th and September 21st. This event will require amplified sound and street closure of the 100 block of South Third Street from 4:00 pm until 11:00 pm. Staff is requesting that this concert series be approved as annual events.
(Planning Director – Stephen Wensman) See attached information.....143
- 7. Bid Award and Contract approval to W. E. Blackmon Construction in the amount of \$60,000.00 for the 2018 Storm Debris Removal Project**
(Public Works Director – Lenny Branch) See attached information.....147
- 8. Consideration and approval to submit a grant for Wayfinding and adoption of Resolution #615 (02-2018).**
(Town Manager – Michael Scott) See attached information.....165

9. Advisory Board Appointment

- a. Oliver Johnson has submitted an application for consideration to be appointed to a first term on the Historic Properties Commission
(Town Clerk – Shannan Parrish) See attached information.....205

10. New Hire Report

- (Human Resources Director/PIO – Tim Kerigan) See attached information.....209

Business Items

- 1. Consideration and approval of Ordinance # 494 to amend Chapter 6: Cemeteries to allow Columbarium in Riverside Extension Cemetery**
(Public Works Director – Lenny Branch) See attached information.....211
- 2. Consideration and approval to change Online Bill Pay Providers**
(Finance Director – Greg Siler) See attached information.....225
- 3. Discussion concerning two requests to refund taxes of more than \$100 from two property owners in the Downtown Municipal Service District**
(Town Manager – Michael Scott) See attached information.....239
- 4. Consideration and approval to eliminate the Two Hour Parking Limit on the 300 block of Johnston Street**
(Town Manager – Michael Scott) See attached information.....257
- 5. Consideration and approval to request the use of Occupancy Tax Funds for engineering services for a new design of the Neuse River Amphitheater**
(Town Manager – Michael Scott) See attached information.....261
- 6. Consideration and approval to update the Sanitary Sewer Standards**
(Public Utilities Director – Ted Credle) See attached information.....273
- 7. Discussion concerning the Water Plant Expansion Time Line**
(Public Utilities Director – Ted Credle) See attached information.....337
- 8. Consideration and approval to adopt Resolution #616 (03-2018) to begin the process of closing North 2nd Street from the intersection of North Street and 2nd Street in a northeast direction until the roadway intersects with Hospital Road.**
(Public Utilities Director – Ted Credle) See attached information.....341

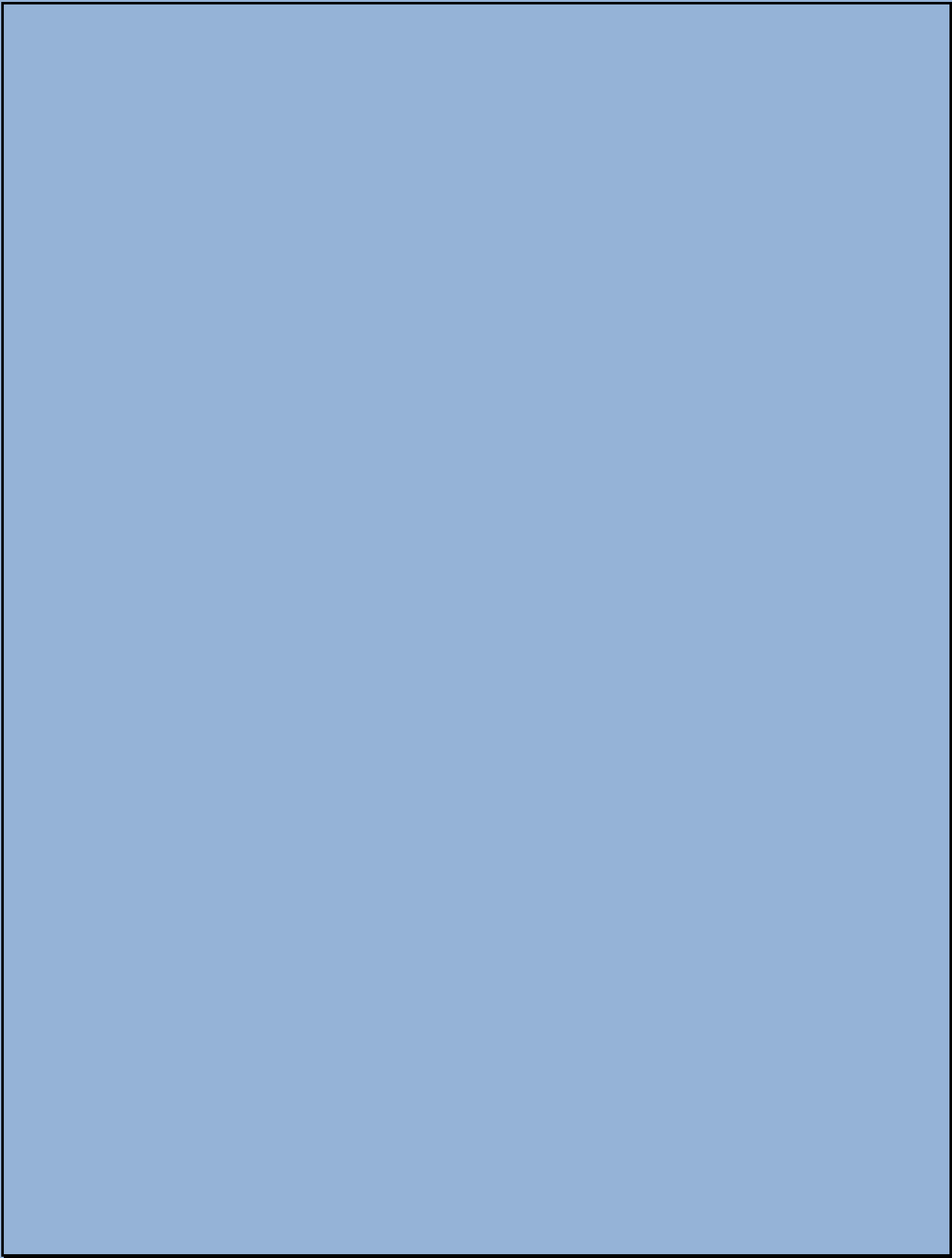
Councilmember's Comments

Town Manager's Report

- Financial Report (See attached information).....347
- Department Reports (See attached information).....351
- Manager's Report

Recess : Date to be determined by the Town Council

Presentations





Request for Town Council Action

Presentation Proclamation

Date: 04/03/2018

Subject: Proclaim April 18 as "Lineman Appreciation Day"

Department: Public Utilities

Presented by: Ted Credle

Presentation: Presentation

Issue Statement

Proclamation to make April 18, 2018 "Lineman Appreciation Day" in Smithfield

Financial Impact

None – The proclamation does not cost the Town any funds

Action Needed

Present the attached Proclamation to the Electric Department Staff

Recommendation

Staff recommends the approval of the attached proclamation

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. 2018 Proclamation



Staff Report

Presentation Proclamation

The Town is seeking to make April 18, 2018 "Lineman Appreciation Day" in the Town of Smithfield, in coordination with the national proclamation set by the US Senate.

***Town of Smithfield
Proclamation
Electrical Lineman Appreciation Day
April 18, 2018***

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

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

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

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

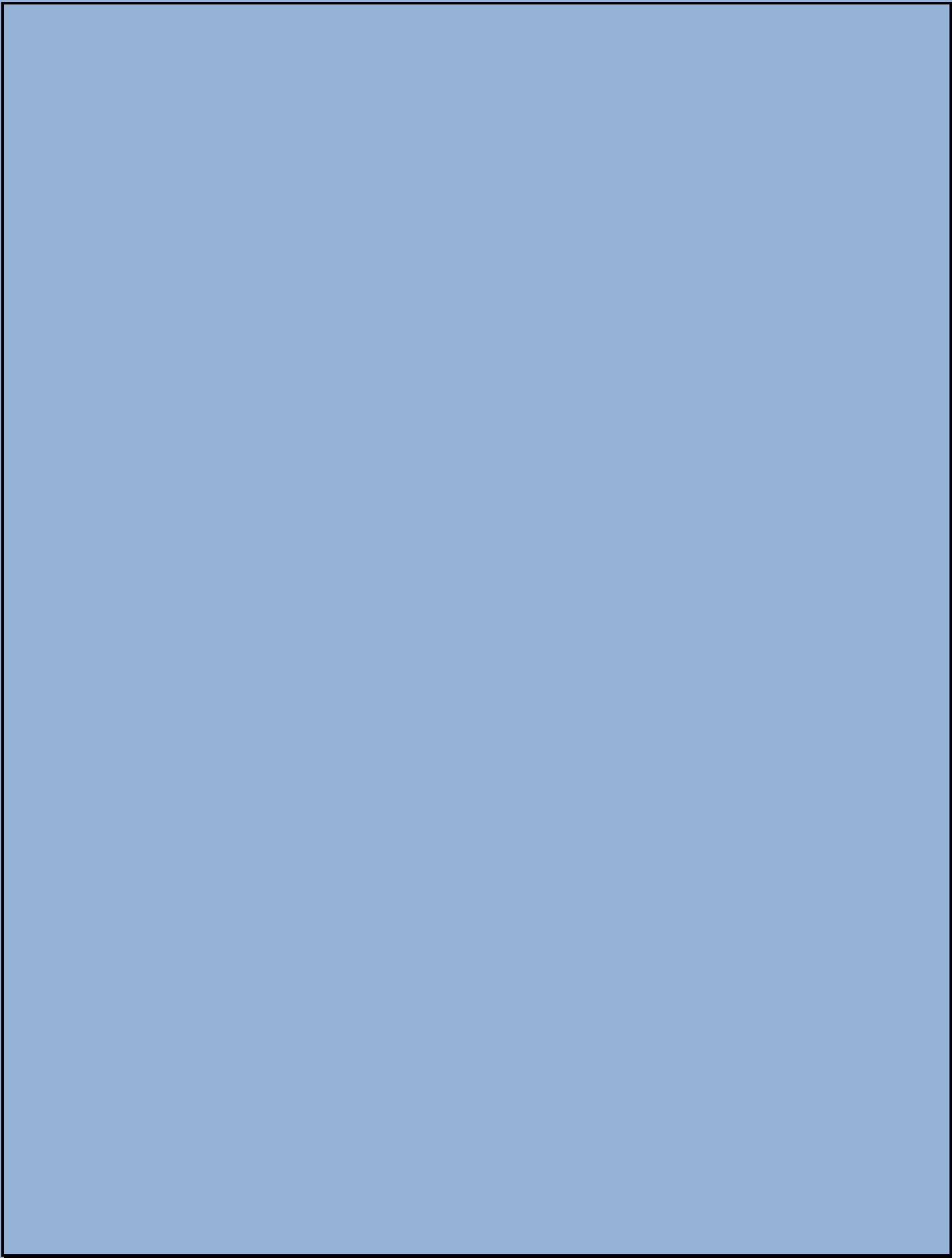
Whereas, the U.S. Senate in April of 2013 first recognized the efforts of electrical linemen in keeping the power on and protecting public safety, and has designated by resolution the celebration of a National Linemen Appreciation Day.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, do hereby proclaim April 18, 2018 as "Electrical Linemen Appreciation Day"; and we call upon the citizens of the Town of Smithfield to recognize and appreciate the hard work, innovation and dedication that these public servants make every day to our health, safety, comfort, and quality of life.



M. Andy Moore, Mayor

Public Hearings





Request for Town Council Action

**Public
Hearing:** RZ-18-04
Date: 04/03/2018

Subject: Planned Unit Development Special District Rezoning
Department: Planning
Presented by: Stephen Wensman, Planning Director
Presentation: Public Hearing

Issue Statement

Adams and Hodge Engineering, PC is requesting a Rezoning from R8 to Planned Unit Development (PUD) Special District for a proposed 298-315 lot residential subdivision at 1899 Buffalo Road.

Financial Impact

None at this time, however, If the development were to proceed with platting and construction, the Town would benefit by an increase in property tax base.

Action Needed

To review, hold a public hearing and make a decision on a rezoning from R8 to Planned Unit Development (PUD) Special Use District with a statement finding the rezoning consistent with Town plans and policies.

Recommendation

The Planning Department recommends approval of the rezoning to R8-PUD and the associated special use permit with 10 conditions finding the rezoning consistent with the Town of Plans and Policies and the special use permit based on findings of fact.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff report for RZ-18-04
2. Consistency Statement
3. Application
3. PUD Master Plans
4. NC State Division of Energy, Mineral and Land Resources comments



Staff Report

**Public RZ-18-04
Hearing**

Application Number: RZ-18-04
Project Name: Buffalo Road Tract
TAX ID number: 169520-80-0490
Town Limits/ETJ: ETJ
Applicant: Adams and Hodge Engineering, PC
Property Owner: Frank Lee
Agents: N/A

LOCATION: 1899 Buffalo Road (north of M. Durwood Stephenson Highway).

REQUEST: The applicant is requesting a rezoning to PUD Special District for a 298-315 unit residential planned unit development on 67.88 acres.

SITE/DEVELOPMENT DATA:

Address: 1899 Buffalo Road
Tax ID: 169520-80-0490
Acreage: 67.88 acres
Present Zoning: R-8 Single, Two and Multi-Family Residential District, and WS IV-PA Water Supply Watershed Protection Overlay District
Existing Uses: Agricultural/Residential
Proposed Use: Single-family residential/Residential townhome development.
Fire Protection: Town of Smithfield
School Impacts: Potentially adding students to the schools.
Parks and Recreation: Additional trails and parkland.
Access: Buffalo Road
Water and Sewer Provider: Town of Smithfield with Annexation
Electric Provider: Town of Smithfield with Annexation

ADJACENT ZONING AND LAND USES:

	Zoning	Existing Use
North	R20-A Residential/Agriculture	Agriculture/Residential
South	R20-A Residential/Agriculture	Agriculture/Residential
East	R-10 Single-Family Residential	Vacant
West	R20-A Residential/Agriculture	Agriculture/Residential

PROJECT HISTORY/DESCRIPTION:

On January 8, 2008, the Town Council approved a rezoning to R8 Single, Two and Multi-Family Residential District and a special use permit, SUP-07-19 for a residential Planned Unit Development (PUD). At that time, PUDs were allowed in the R-8 zoning district by Special Use Permit. No conditional district or PUD rezoning was required. Also, allowed uses within the PUD were required to be the same as those in the R20-A, R8 and R10 Districts. That SUP expired after 5 five years with no subsequent development and the property remains zoned R-8.

On October 3, 2017, the Town of Smithfield approved a new Uniform Development Ordinance (UDO). The new UDO allows PUDs, but as a Special District rezoning. The new UDO also only allows PUDs if they are mixed use. Adams and Hodge Engineering, PC have submitted application for Rezoning to PUD for a 298-315-unit single-family and townhouse residential development on 67.88 acres, 54.62 acres on the west side of Buffalo Road and 13.27 acres on the east side of Buffalo Road.

Prior to the March 6th Council meeting, the applicant requested the item be postponed or continued to the April 3rd meeting. The agenda item has been re-notified for the public hearing. In the meantime, Staff has confirmed that in the Town's UDO, PUDs are considered Special al District rezonings rather than Special Use District rezonings – under NC Statutes, these rezonings are considered a legislative proceeding and there is no separate special use permit required.

EXISTING CONDITIONS:

The proposed development site is divided east-west by Buffalo Road. The west side of the development site is surrounded by the Neuse River on the west, and agricultural/residential properties to the north and south. The east side of the development site is surrounded by a smaller residential property to the north, a vacant forested site to the east, and a smaller residential property and the SCEC Credit Union site to the south. A gas line easement crosses along the north boundary of the property. A drainage way crosses the southwest boundary of the site within the treeline near the Neuse River.

The west side consists of open farm land that slopes toward the Neuse River. The low land and steeper slopes near the Neuse River are covered with a mostly deciduous forest. Near Buffalo Road, surrounded by open field is a single family home with a few smaller accessory buildings and large trees. There is a drainage way that flows from the home site across the open field towards a small pond/wetland near the Neuse River in the forested area.

The portion of the site east of Buffalo Road consists of mixed forest with a smaller area of farm fields and another smaller residential site with mature trees. Within the forested area is a small wetland-pond. The site slopes away from Buffalo Road towards the northeast and the pond.

PUD/REZONING:

The applicant is requesting rezoning from R8 to PUD. With the new UDO a PUD rezoning is essentially a Conditional District rezoning by another name, requiring an approved master site plan showing how the site will be developed with a mixture of land uses, residential and nonresidential. A PUD is a negotiated approach to a legislative decision allowing flexibility to tailor regulations to a particular site and project. It can offer a developer greater flexibility in dimensional standards (such as lot sizes and setbacks) with the approval of the master plan rather than following strict typical rigid separation of different land uses. Allowed uses are

limited to those identified on the master plan. With the approval of the masterplan the site specific standards, zoning regulations and (mutually agreed to) conditions for the development are approved. The Town, in the negotiation, needs to ensure the development meets or exceeds the standards in the UDO as is appropriate. For instance, the developer may provide private recreational amenities, enhanced landscaping and buffering, and the required enhanced street, sidewalk and trail network. Through this PUD master plan the developer is seeking flexibility to allow:

- To determine the type of unit and location with each phase, not to exceed the overall lot/unit count. This is not a dimensional flexibility allowed by a PUD.
- Reduced setbacks.
- A smaller lot area requirement.
- Lesser lot frontage requirement.
- Lesser building separation requirement.

PUD MASTER PLAN:

Land Use. As mentioned previously, the definition of PUD in the new UDO requires a mix of residential and nonresidential uses. The current proposal has no commercial component and all land uses are single family. Multi-family is defined in the UDO as two or more units per lot. The proposed development does propose a mix of single family residential dwelling types including detached single family, attached single family (triplex) and single family townhome (row house). Last month, the Town Council approved an ordinance amendment which was which will encourage mixed use, but not make it mandatory. This ordinance was necessary for this application to proceed.

Unit Type/Quantity. As mentioned previously, the proposed development proposes a mix of single family residential dwelling types including detached single family, attached single family (triplex) and single family townhome (row house). The master plan shows “typical” details for each type on a “typical” lot, but does not show where each type of unit will be constructed, other than the 35 townhomes. The narrative states that there will be up to 280 single family homes of which up to 76 of them may be attached units (triplexes). There will be up to 35 townhouse units on the east side of the development. As the project is constructed in phases, the developer is requesting flexibility to determine the type of unit and location with each phase, not to exceed the overall unit/lot count. This is not an allowed PUD flexibility. Staff recommends making it a condition of approval to have the developer update the master plan to identify the type and placement of each unit on a lot.

Environmental. The proposed development site is outside of the floodplane and there should be no environmental threats. A blue line stream is identified to the south of the site and the Neuse River to the west which will require buffering.

Supply Watershed Protection Overlay District. Much of the proposed PUD development is within the WS IV-PA Overlay District. This overlay district provides an extra layer of regulation intended to protect the water supply watershed from pollution caused primarily from stormwater runoff. Within the WS IV-PA lot sizes are limited to ½ acre lots, unless cluster subdivision standards are followed (UDO Section 7.34). Impervious surfaces are limited to 24% unless the High Density Option is utilized (UDO Section 10.92.6.2.3). With the High Density Option, higher level of stormwater management controls is required. The proposed development is proposing lots smaller than ½ acre in size and will be utilizing the cluster subdivision standards, although modified through the PUD.

Cluster Subdivision Standards. PUDs are considered cluster developments under the UDO. The proposed development will comply with the Cluster Subdivision Standards (UDO Section 7.34) with some exceptions. The development master plan shows slightly more open space

than is required and complies with the density requirements for the number of lots shown - 298; with a proposed density is 4.38 units per acre. The amount of required open space will be greater if the number of units increases as proposed. It's unclear how the current master plan will accommodate increased open space requirements. The development appears to differ from the cluster regulations as follows:

- The development will include detached single family dwellings and townhomes, rather than only detached single family dwellings.
- The open space can only be used for recreation, not stormwater management or other utility facilities. The developer has indicated that a lift station may be located in an area near Lots 203-207. Stormwater facilities are also needed and would likely be located in the proposed open space. This will likely further the size of the open space provided (UDO Section 7.34.2.3).
- Maximum density must be calculated on a net basis, netting out dedicated street R/W. The developer has indicated that 431,740 sq. ft will be dedicated R/W. If this amount is subtracted from the gross acreage, 2,525,983, the net acreage is 2,525,983. To determine allowed maximum density, this number is divided by 8,000=316 units. The proposed density is 4.38 units/acre.
- Lot size under the clustering standards cannot be less than 4,800 sq. ft. (60% of 8,000) (UDO Section 7.34.4.1). Many of the lots are under 4,800 sq. ft. in size:
 - Single-family Detached – 3,145 sq. ft.
 - Single family attached (tri-plex) units – 2,000 sq. ft.
 - Townhome units – 1,400 sq. ft.
- Minimum lot width and lot frontage cannot be less than 40 feet. Many of the lots are less than 40 feet wide (UDO Section 7.34.4.2) (UDO Section 7.34.4.3):
 - Single-family detached – 37 ft.
 - Single family attached (tri-plex) units – 25 ft.
 - Townhome units – 17.5 ft.
- The side yard setbacks cannot be less than 6 feet. If a zero lot line lot, the other setback is required to be 12 feet. A zero lot line cannot be more than one side of the lot. The proposed development does not comply with the side yard setback requirements (UDO Section 7.34.4.5). The development proposes:
 - Single-family detached – 5 ft.
 - Single family attached (tri-plex) units – 0 ft. on two sides/6 ft.
 - Townhome units – 0 ft. on two sides/6 ft.
- The building separation minimum is 12 ft. The proposed development is proposing a 10 ft. building separation (UDO Section 7.34.4.7).

The NC State Division of Energy, Mineral and Land Resources has reviewed the proposed master plan for conformance with the Watershed Protection rules and has provided general comment which have been paraphrased below and attached to this report:

- The development is not doing enough to manage stormwater by sheetflow through vegetated areas.
- The site is heavily developed and the concentrated development should be shifted away from surface waters as much as possible.
- There is inadequate information to ensure the development will comply with the 100' vegetated setback requirement from the Neuse River.
- Stormwater management information is needed to show how they plan to treat stormwater consistent with the high density option.
- The master plan should address efforts to minimize impervious surfaces.

PUD Standards. In the UDO, there are certain requirements that PUDs are expected to meet:

- Have a mix of land uses. The development is a mix of detached single-family and attached single-family triplex, and town house development, all single-family residential uses. An ordinance amendment is being initiated by Town staff concurrently with this application to remove the mixed use requirement.

- PUDs should have a dense network of narrow interconnected streets designed to minimize through traffic by the design of the street and the location of land uses. (UDO Section 10.108.19.1). The proposed development does not meet this requirement.
- PUDs should have a high proportion of sidewalks, and paths (UDO Section 10.108.19.2). The proposed development has sidewalks on both sides of streets and a robust trail network, although sidewalks are also required along both sides of the Buffalo Road Right-of-Way.

State Road Dedication and Access. The proposed development takes access off of Buffalo Road. The Buffalo Road R/W is presently 120 feet wide. The developer is showing dedication of additional 200 feet, 100 feet on each frontage. The master plan does not show any proposed improvements such as additional travel lanes, turn lanes or pedestrian facilities in the NCDOT R/W. The west side of the development takes access in two locations and the east side in one location. All access to Buffalo Road will require an NCDOT permit. NCDOT approval of the proposed R/W dedication is also needed.

Traffic Impact Study. According to UDO Section 10.38, a traffic Impact Study is required for all special use permits, site plans, PUDs that estimate traffic generation that exceeds 800 trips/day. The purpose is to affect internal circulation design, site access location and design, external roadway and intersection design and improvements, traffic signal installation and operation including signal timing, and transit service improvements. All physical roadway improvements shall be shown on the site plan. Because this was not submitted with the special use permit application, this study should be made a condition of approval.

Streets. The master plan shows a mix of 50 foot and 60 foot wide public R/W. The outer loop road on the west side of the development is shown as a 60 foot R/W, whereas, the remainder of the R/W is proposed to be 50 feet wide. The streets appear to be 24' wide with surmountable curb and gutter.

The UDO requires neighborhood blocks to be between 400 -1000 feet in length. The proposed masterplan shows long rows of housing blocks divided by the greenway trails. Even with the separation by greenway trails, the length of the blocks are nearly 1,000 feet in length or more. According to the UDO, PUDs should have a dense network of streets. Given the length of the blocks, an additional east-west street near the center of the development may be warranted and should be made a condition of approval.

The masterplan shows no lateral connections to adjacent undeveloped properties. Additional connections are required (UDO Section 10.109.3) and should be made a condition of approval.

Sidewalks. As stated previously, the master plan shows sidewalks on both sides of each street, meeting the PUD requirements. Sidewalks are also required along Buffalo Road, (UDO Section 10.110.3) and should be made a condition of approval.

Parks and Trails. The development preserves 41.23% of the site as common open space. Much of it will remain as undisturbed woodland and in the remainder will be a network of trails including a connection to the Mountains to Sea Greenway Trail. According to Park Dedication Requirements of the UDO, Section 10.112.3, at least one fifty-seventh of an acre (1/57) shall be dedicated for each dwelling unit planned or provided for in the subdivision plan, except where land is located in the flood plain of a stream or river as indicated by the flood plain maps of the Federal Insurance Administration and/or is characterized by steep slopes (15% or greater), then at least one- twentieth (1/20) of an acre of such land shall be dedicated for each dwelling unit. For the proposed 298-unit subdivision, approximately 5.22 acres of land or fee in lieu of parkland will be required. The master plan does not indicate whether a portion of the open space will be dedicated to satisfy the dedication requirements. If public park or trails are to be provided, it should be a condition that they be shown on the master plan.

The proposed trail on the north side of the development appears to be located within the gas line easement. It is doubtful that the gas company will allow the trail to encroach within the easement. If it were allowed, it would be subject to an encroachment agreement that would no doubt assume no responsibility for the trail if it were damaged due to construction or maintenance of the gas line.

Private Park Facilities. The PUD narrative mentions the development of pocket parks within the common open space. The proposed pocket parks appear to be the long green strips between streets on the master plan. No detail given for amenities in the pocket parks, however the developer indicates that the pocket parks will include paved pedestrian trails and attractive landscape and may be used for soccer, football, cornhole, horseshoes, fire pits and cook outs. These pocket parks should be clearly identified on the master plan.

Grading and Erosion Control. No grading or erosion control plans have been submitted. The plans are needed to ensure the site storm drainage is planned effectively and that the building sites will be buildable. Grading plans also communicate the extent of the proposed development, impact to trees and to ensure no impact to adjacent properties.

Public Utilities. The applicant has not provided a utilities plan for review. The applicant has indicated that water and sewer services would be requested from the Town of Smithfield after voluntary annexation into the Town. The developer is estimating waste water flow for the development to be 113,400 gallons per day. According to the developer, the development is expected to be completed in 9 phases with phases 1, 2, 7, 8 & 9 to be serviceable by connection to the existing gravity sewer line along Buffalo Rd. The remaining phases are anticipated to require a wastewater pump station located just beyond the cul-de-sac in Phase 6. The wastewater pump station will be required to meet Town standards with appropriate public access for maintenance. The Town Engineer would like the plans to be updated to reflect the location of the pump station and some information showing that the 1, 2, 7, 8 & 9 can be served by a gravity system to Buffalo Road.

Public water is available to the site via an existing 12" water main along Buffalo Rd. Connections to the existing 12" main will be made and extended throughout the development. This level of inner-connectivity shall provide for adequate domestic water as well appropriate fire protection flow. The Town Engineer would like to see a hydraulic analysis of the proposed water distribution system for the entire development to ensure adequate fire flow and peak flow residual pressures.

Utility facilities shall be constructed in such a manner as to minimize interference with pedestrian or vehicular traffic and to facilitate maintenance without undue damage to improvements or facilities located within the development, including proposed landscaping. Also easements will be required over utilities limiting encroachment by homes and other structures and landscaping. The utilities will need to be designed such that that extension can be made conveniently and without undue burden or expense to serve future adjacent development.

Stormwater Management. The applicant has indicated that the High Density Option for development within the WS-IV-PA. The developer will need to incorporate enhance stormwater management into the plans. No stormwater management plans have been provided for review. Stormwater runoff control measures will be required including peak flow reduction and nitrogen reduction. The developer has indicated that the stormwater system for the development will consist of drainage swales and stormwater pipe systems that run throughout the project. The stormwater flow from the development will eventually make its way to discharge into respective tributaries of the Neuse River. As indicated previously, the stormwater treatment areas cannot be located in required open space. The Town Engineer has reviewed the submitted plans and recommends an overall stormwater management plan be submitted that shows where

discharge points and ponds, are located and how the plan will meet State and Town requirements.

Landscaping. No landscaping plan has been provided. The master plans shows very conceptually that landscaping will be provided within the common open space. The master plan indicates the development will include a +/-50' perimeter landscaped Type A buffer. The road section details show street trees in the R/W. A landscape plan will be required with the development that meets or exceeds the Town's UDO landscape standards.

Tree Preservation. No tree preservation plans have been provided. The site is mostly open farmland with the exception of trees on the slopes near the Neuse River and around the existing houses. Without a grading plan it is unclear whether there will be any disturbance to the trees and how the tree replacement requirement will be addressed.

Lighting. No lighting plan has been provided. A lighting plan is required complying with the Town's UDO. Proposed lighting, landscaping and utilities will need to be coordinated as a plan is prepared.

Phasing. The development will be constructed in phases over about 9 years (approximately 40 units per phase), one phase per year depending on the market. The approximate phase lines are shown on the master plan but are subject to change based on construction plan/site design. As proposed, the unit mix with each phase will also depend on the market, but the overall unit/type will not be exceeded. The necessary infrastructure is proposed to be constructed as needed for each phase and designed for build-out.

Annexation. The master plan has been prepared with the intent to connect to the Town's municipal utilities. In order to access municipal services, the development will have to voluntarily annex into the Town limits. Prior to subdivision application or with the application the applicant should request annexation so that the development construction is not delayed. This should be made a condition of approval.

Site Plan Requirements. UDO Section 5.7 stipulates all the required submittals for a special use permit application. The application was lacking many of the required submittals such as utility plans, grading and erosion control plans, tree preservation plans, landscaping plans, lighting plans, stormwater plan and a traffic impact study among other items. Without all the required plans, Town staff is limited in its ability to evaluate the proposed master plan for the PUD. For example, it is uncertain whether the stormwater management plan or utility plans will function correctly or will be sized accordingly to meet requirements. There will likely be a lift station, requiring easements and other provisions that are not shown on the plans. It is not clear whether the tree preservation or landscaping requirements can be met with the current design layout. If approved, the subsequent subdivision development will need to comply with the master plan. Any material change to the plan such as moving roads and lots deemed a material changes as result of the subdivision process will require a new special use permit. This should be made a condition of approval.

Signs. The applicant is proposing entrance signs at all three entrances to the subdivision. Any new signs shall be permitted in accordance with the Town of Smithfield Unified Development Ordinance prior to construction.

REZONING CONSISTENCY WITH PLANS AND POLICIES:

- **Consistency with the Strategic Growth Plan**

The proposed Planned Residential Development is consistent with the recommendations of the Comprehensive Growth Management Plan Future Land Use Map.

- **Consistency with the Unified Development Code**

A Planned Residential Development Special Use District is allowed with a rezoning and valid special use permit issued by Town Council.

- **Compatibility with Surrounding Land Uses**

Planned Residential Development at this location should not pose a compatibility issue with surrounding land uses as the residential development will be developed with required buffer areas and landscaping.

SPECIAL USE PERMIT FINDINGS OF FACT:

The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that **(Staff findings are in Bold and Italics)**:

1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. ***If constructed to the approved master plan for the site, the use should not endanger health, safety or general welfare.***
2. The special use will be in harmony with the existing development and uses within the area in which it is to be located. ***If constructed to the approved master plan for the site, the use should be properly buffered and should blend in with the area.***
3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. ***With the approval of the master plan for the site, the use will not impede the normal and orderly development and improvement of surrounding properties.***
4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided. ***Adequate utilities, access roads, drainage, parking, or necessary facilities are conditions of approval for the master plan for the site.***
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. ***The applicant will be required to obtain NCDOT permits for the proposed access and will be required to provide all necessary improvements for the ingress and egress to the development.***
6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. ***The special use will conform to all the applicable regulations of the Special Use District.***

7. Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern. ***The use will have public access in accordance to the Towns Plans.***
 8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council. ***The use will be in conformance with the Town's Plans with the approval of a PUD master plan and when constructed accordingly.***
-

PLANNING DEPARTMENT RECOMMENDATIONS:

The Planning Department recommends approval of the Rezoning, RZ-18-04, from R8 to PUD based on consistency with the Town's plans and policies with the following conditions:

- 1) That a Traffic Impact Study be conducted and the PUD Master Plan be updated to reflect any recommended internal circulation design, site access location and design, external roadway and intersection design and improvements, traffic signal installation and operation including signal timing, and transit service improvements.
- 2) That the applicant submit a request for voluntary annexation prior to subdivision application if connection to Town water and sewer are to be requested with the subdivision.
- 3) That the developer obtains a NCDOT Right-of-Way Permit for the street accesses onto Buffalo Road.
- 4) That an additional east-west street be incorporated into the site plan on the west side of the development consistent with the PUD requirements of the UDO.
- 5) That lateral connections to adjacent developable parcels be incorporated into the PUD masterplan.
- 6) That public sidewalks along Buffalo Road be incorporated into the PUD Master Plan.
- 7) That any area to be dedicated for public parks or trails be identified on the PUD master plan.
- 8) That the PUD master plan be updated to identify the type and placement of each unit type on a lot.
- 9) That all changes resulting from Town review of the required subdivision and construction plan review process, including, but not limited to utility, tree preservation, landscaping, lighting, stormwater management, grading and erosion control plans will be incorporated into the PUD master plan and resubmitted for final approval by Town staff.
- 10) Any material change to the plan such as moving roads and lots deemed a material changes as result of the subdivision process will require a new special use permit.

PLANNING BOARD REVIEW AND RECOMMENDATIONS:

The Planning Board reviewed the applications on February 1st, and recommended approval of the rezoning and special use permit as recommended by staff but with one exception. The Board did not recommend condition number 5 associated with the special use permit. There was a discussion whether the lateral connections made sense and whether they were already required by the UDO.

At the meeting, the applicant rejected conditions 4, 5, 6 and 8.

In response, Staff offers the following:

- Conditions 5 and 6 are requirements of the UDO and could be clearly be eliminated.
- Condition 4 has been recommended because staff interprets the PUD requirements as requiring a higher level of street connectivity than would otherwise be required.
- Condition 8 has been recommended because staff believes the location of the townhouse units and the overall density is critical to the master plan. More units triggers the requirement for more open space and the location of townhomes on small lots will impact the street network.

TOWN COUNCIL ACTION REQUESTED:

The Town Council is requested to hold a public hearing for the petition, review and make a decision for

- 1) The rezoning from R8 to PUD for the property located at 1899 Buffalo Road based on its consistency with the Town's plans and policies with conditions.

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
TEXT AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD PLANNING BOARD
RZ-18-04**

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

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

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

IN THE EVENT THAT THE MOTION TO RECOMMEND APPROVAL OF THE ORDINANCE IS ADOPTED,

That the final action regarding text amendment RZ-18-04 is based upon review of and consistency with, the Town of Smithfield Comprehensive Growth Management Plan and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

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

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

That the final action regarding zoning map amendment RZ-18-04 is based upon review of, and consistency, the Town of Smithfield Comprehensive Growth Management Plan and other officially adopted plans that are applicable; and

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

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

Application Number: SUP-18-02 **Name:** R8 Planned Unit Development Special Use District

Request: Applicant seeks a PUD Special Use District SUP for a residential development master plan on property located at 1899 Buffalo Road.

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

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

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

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

Motion to Approve: *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to approve Special Use Permit Application # **SUP-18-02** with the following conditions:*

- 1) *That a Traffic Impact Study be conducted and the PUD Master Plan be updated to reflect any recommended internal circulation design, site access location and design, external roadway and intersection design and improvements, traffic signal installation and operation including signal timing, and transit service improvements.*
- 2) *That the applicant submit a request for voluntary annexation prior to subdivision application if connection to Town water and sewer are to be requested with the subdivision.*
- 3) *That the developer obtains a NCDOT Right-of-Way Permit for the street accesses onto Buffalo Road.*
- 4) *That an additional east-west street be incorporated into the site plan on the west side of the development consistent with the PUD requirements of the UDO.*
- 5) *That lateral connections to adjacent developable parcels be incorporated into the PUD masterplan.*
- 6) *That public sidewalks along Buffalo Road be incorporated into the PUD Master Plan.*
- 7) *That any area to be dedicated for public parks or trails be identified on the PUD master plan.*
- 8) *That the PUD master plan be updated to identify the type and placement of each unit type on a lot.*
- 9) *That all changes resulting from Town review of the required subdivision and construction plan review process, including, but not limited to utility, tree preservation, landscaping, lighting, stormwater management, grading and erosion control plans will be incorporated into the PUD master plan and resubmitted for final approval by Town staff.*
- 10) *Any material change to the plan such as moving roads and lots deemed a material changes as result of the subdivision process will require a new special use permit.*

Motion to Deny: *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application # **SUP-18-02** for the following stated reason:*

Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-18-02 is hereby:

_____ approved upon acceptance and conformity with the following conditions:

- 1) That a Traffic Impact Study be conducted and the PUD Master Plan be updated to reflect any recommended internal circulation design, site access location and design, external roadway and intersection design and improvements, traffic signal installation and operation including signal timing, and transit service improvements;
- 2) That the applicant submit a request for voluntary annexation prior to subdivision application if connection to Town water and sewer are to be requested with the subdivision;
- 3) That the developer obtains a NCDOT Right-of-Way Permit for the street accesses onto Buffalo Road;
- 4) That an additional east-west street be incorporated into the site plan on the west side of the development consistent with the PUD requirements of the UDO;
- 5) That lateral connections to adjacent developable parcels be incorporated into the PUD masterplan;
- 6) That public sidewalks along Buffalo Road be incorporated into the PUD Master Plan;
- 7) That any area to be dedicated for public parks or trails be identified on the PUD master plan;
- 8) That the PUD master plan be updated to identify the type and placement of each unit type on a lot;
- 9) That all changes resulting from Town review of the required subdivision and construction plan review process, including, but not limited to utility, tree preservation, landscaping, lighting, stormwater management, grading and erosion control plans will be incorporated into the PUD master plan and resubmitted for final approval by Town staff;
- 10) Any material change to the plan such as moving roads and lots deemed a material changes as result of the subdivision process will require a new special use permit; or,

_____ denied for the noted reasons.

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

M. Andy Moore, Mayor

ATTEST:_____

Shannan L. Parrish, Town Clerk



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

SPECIAL USE PERMIT APPLICATION

Pursuant to Article 4, of the Town of Smithfield Unified Development Ordinance, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to allow a Special Use. Special Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.

Special Use Permit applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans and one (1) digital copy of all required documents, an Owner's Consent Form (attached) and the application fee. The application fee is \$300.00. All fees are due when the application is submitted.

SITE INFORMATION:

Name of Project: Buffalo Road Tract Acreage of Property: 67.88
Parcel ID Number: 169520-80-0490 Tax ID: 14075013
Deed Book: 3556 Deed Page(s): 0084
Address: 1899 Buffalo Road Smithfield, NC 27577
Location: Adjacent to NCSECU

Existing Use: Farm Land Proposed Use: PUD
Existing Zoning District: R8

Is project within a Planned Development: Yes ☒ No ☐
Planned Development District (if applicable): _____
Is project within an Overlay District: Yes ☒ No ☐
Overlay District (if applicable): Water Supply Watershed

FOR OFFICE USE ONLY

File Number: SUP-18-02 Date Submitted: 12/1/17 Date Received: 12/1/17 Amount Paid: 300.00

OWNER INFORMATION:

Name: Frank Lee

Mailing Address: PO Box 148 Smithfield, NC 27577

Phone Number: _____ Fax: N/A

Email Address: _____

APPLICANT INFORMATION:

Applicant: Adams & Hodge Engineering, PC

Mailing Address: 335 Athletic Club Blvd.

Phone Number: 919-763-7278 Fax: N/A

Contact Person: Donnie Adams

Email Address: donnie@adamsandhodge.com

STATEMENT OF JUSTIFICATION

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

The Buffalo Road Tract is a Planned Unit Development consisting of detached single family, single family and townhomes. This project is designed to be a walkable neighborhood with extensive Greenway Trail network that includes future connection to the Mountains to the Sea Trail, sidewalks on each side of the streets, neighborhood parks, entrance signage and mail units at the trailheads of the neighborhood justifies the smaller lot sizes and high density.

REQUIRED FINDING OF FACT

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

- 1) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
The development has been designed such that it will not be detrimental to or endanger or general welfare.
- 2) The special use will be in harmony with the existing development and uses within the area in which it is to be located.
This project combines the walkability of the Downtown Smithfield residential areas while a significant amount of open space. Some of the old and some of the new.
- 3) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
The project combines the walkability of the Downtown Smithfield residential areas while significant amount of open space. Some of the old and some of the new.
- 4) Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.
There are available facilities and services in the area to serve the proposed development
- 5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
This development has been designed to promote traffic flow and avoid congestion with
- 6) The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.
After researching the UDO, this development was designed to follow the requirements and policies of the Town.
- 7) Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.
After researching the UDO, this development was designed to follow the requirements and policies of the Town.
- 8) The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.
Yes, the proposed use will be in conformity with the land use plan, thoroughfare plan, and adopted by Town Council.

REQUIRED SITE PLAN INFORMATION

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

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

APPLICANT AFFIDAVIT

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

DOWNIE ADAMS, PE
Print Name

[Signature]
Signature of Applicant

12/1/2017
Date

From: Ventaloro, Julie
To: [Stephen Wensman](#)
Subject: RE: [External] FW: Buffalo Rd Tract - PUD Update
Date: Friday, January 19, 2018 1:33:24 PM

Hi Stephen,

I took a look at their application. There are a few things that jumped out at me:

1. While their proposed overall BUA of 70% will meet the requirements for a WS-IV-PA watershed, I don't think they're doing enough to meet the cluster development provisions. For example, I don't see any evidence of sheet flow through vegetated areas. Instead, they're proposing piped conveyances throughout. Also, the entire tract is heavily developed, so it's hard to say the areas of concentrated development are located as far away as possible from surface waters.
2. I couldn't tell from the application whether they are complying with the 100' vegetated setback requirement? There should be the 50' riparian buffer plus an additional 50' vegetated setback (assuming the stream is perennial).
3. They should provide more information on how they will treat stormwater runoff. BMPs designed only for peak flow and nitrogen reduction may not be sufficient to achieve runoff treatment of the one-inch storm depth. Where will the required stormwater control measures be located? That is important information to provide before moving forward with the project. They also need to have a plan for when the SCM(s) will be completed. They cannot wait until the very end of all the phases to install these measures.
4. Have they demonstrated that they've minimized BUA as much as possible? For example, could they put sidewalks in on only one side of the streets instead of both sides? Could they use curb outlets to reduce the flow of stormwater into piped conveyances?

I hope this helps.

Julie Ventaloro

Stormwater Permitting Program
NC Division of Energy, Mineral, and Land Resources
1612 Mail Service Center, Raleigh, NC 27699-1612
Phone: (919) 807-6370 Fax: (919) 807-6494
Website: <http://watersupplywatershed.nc.gov>

*Email correspondence to and from this address is subject to the
North Carolina Public Records Law and may be disclosed to third parties.*

From: Stephen Wensman [mailto:stephen.wensman@smithfield-nc.com]
Sent: Thursday, January 18, 2018 5:06 PM
To: Ventaloro, Julie <julie.ventaloro@ncdenr.gov>
Subject: [External] FW: Buffalo Rd Tract - PUD Update

CAUTION: External email. Do not click links or open attachments unless verified. Send all suspicious email as an attachment to report.spam@nc.gov.

Julie, A few months back I had asked you some questions about the “high density” option in the watershed district rules. Well, we have received application for a development in the WS-IV-PA overlay district. They are seeking a Planned Unit Development and have only somewhat followed the clustering provisions in our UDO. We have received no stormwater management or grading information. These details will be covered under conditions of approval. Please review and let me know your concerns. The Planning Board will discuss at their February 1 meeting and to Council in March.

Stephen Wensman, AICP/RLA

Town of Smithfield
Planning Director
919-934-2116, ext. 1114

From: Donnie Adams [<mailto:donnie@adamsandhodge.com>]

Sent: Saturday, January 06, 2018 3:51 PM

To: Stephen Wensman

Cc: Donnie Adams

Subject: Buffalo Rd Tract - PUD Update

Stephen,

I hope you weathered the storm. It was surely cold around here and had an impact on our productivity/time in the office. Please find attached our revised Master Plan and Special Use package for the Buffalo Rd Tract. We will deliver paper copies Monday at 8am promptly. Thanks for working through this submittal with us.

Please let me know if you have any questions or concerns.

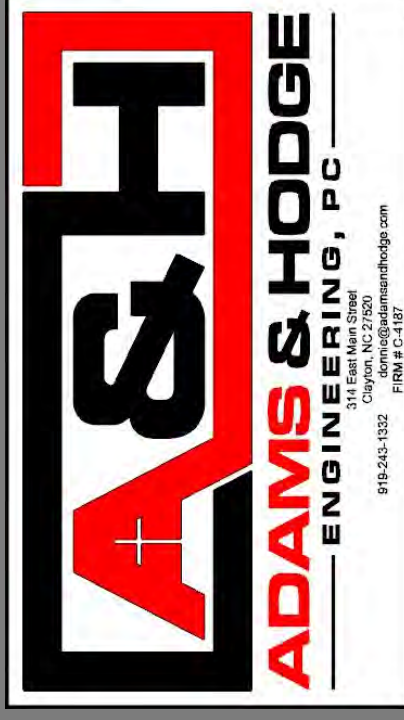
Donnie Adams, PE
Adams & Hodge Engineering, PC
335 Athletic Club Blvd
Clayton, NC 27527
Firm License # 4187
919-763-7278



Buffalo Road Tract - Smithfield, North Carolina

January 05, 2018

SAM'S BRANCH
DEVELOPMENT



SITE PLAN INFORMATION:

OWNER:	WILLIAM FRANK LEE PO BOX 148 SMITHFIELD, NC 27577
PARCEL IDENTIFICATION NUMBER:	14075013
NCPIN NUMBER:	169520-80-0490
TAX NUMBER:	4680981
PROPERTY SIZE (SF):	2,957,896 SF/67.90 ACS
TOTAL OPEN SPACE (SF):	1,246,251 SF/28.61 ACS
PROPERTY LOCATION:	INSIDE TOWN ETJ
EXISTING/PROPOSED ZONING:	R-8 (PUD)
OVERLAY DISTRICT:	WS-IV-PA
EXISTING USE:	AGRICULTURAL/RESIDENTIAL
PROPOSED USE:	RESIDENTIAL SINGLE-FAMILY DETACHED UNITS = 280 UNITS
PROPOSED USE:	RESIDENTIAL TOWNHOME UNITS = 35 UNITS
PROPOSED UNITS/LOTS:	315/315
PROPOSED DENSITY:	4.64 UNITS PER ACRE
EXISTING INTENSITY:	N/A
MAXIMUM IMPERVIOUS AREA:	70%
PROPOSED IMPERVIOUS AREA:	70%
BUILDING HEIGHT (NUMBER OF STORIES & FEET):	2 STORY BLDGS / 35'-0"
REQUIRED/PROPOSED PARKING (TOWNHOMES):	62 SPACES/70 SPACES
REQUIRED/PROPOSED PARKING (DETACHED):	560 SPACES/572 SPACES
REQUIRED/PROPOSED ACCESSIBLE PARKING (TOWNHOMES):	3 / 3 ACCESSIBLE SPACES
ELECTRIC PROVIDER:	TOWN OF SMITHFIELD
WATER PROVIDER:	TOWN OF SMITHFIELD
SEWER PROVIDER:	JOHNSON COUNTY
ANTICIPATED DAILY WASTEWATER FLOW:	116,640 GPD

*THE DEVELOPER WILL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY DAMAGED TREES WITHIN AND LAND USE BUFFER.

IMPERVIOUS AREA CALCULATIONS*			
	TOTAL AREA (SQUARE FEET)	% OF TOTAL SITE	% IMPERVIOUS AREA
RESIDENTIAL LOTS	1,193,171	40.34%	894,879
RIGHT-OF-WAYS**	431,740	14.60%	327,740
RIPARIAN BUFFERS & 100YR FLOOD PLAIN***	113,166	3.83%	50,000
TOTAL OPEN SPACE****	1,219,646	41.24%	797,785
TOTAL AREA	2,957,723	100.00%	2,070,404
			70.00%

*NOTE: AREAS AND CALCULATIONS SHOWN ARE APPROXIMATE AS THIS IS A MASTER PLAN. ACTUAL ACREAGE WILL BE DETERMINED DURING THE MINOR SUBDIVISION/MINOR SITE PLAN APPLICATION SUBMITTAL PROCESS

**NOTE: RIGHTS-OF-WAY INCLUDES STREETS AND SIDEWALKS

***NOTE: RESOURCE CONSERVATION AREAS INCLUDE RIPARIAN BUFFER AREAS, OPEN WATER BODIES AND 100 YEAR FLOOD PLAIN

****NOTE: OPEN SPACE INCLUDES CLUBHOUSE, AMENITIES, GREENWAYS, INTERNAL SIDEWALKS, FEATURES IN PARKS, ACTIVE AND PASSIVE SPACES, ETC.

OPEN SPACE

10' ASPHALT GREENWAY

100 YR FLOOD PLAIN

RIPARIAN BUFFER AREA

EXISTING POND

PHASE LINE

CANOPY TREE

UNDERSTORY TREE

SHRUBS

SIDEWALKS

EXISTING POND

PHASE LINE

Project Narrative:

The Buffalo Road Tract is a Planned Unit Development with a neighborhood form established by a relaxed grid pattern defined mainly by the bluffs along the Neuse River. The development will provide a mixture of residential uses such as detached single family, attached single family and townhomes. This +/-67.9 acre site is designed to be a walkable neighborhood that creates a sense of place including:

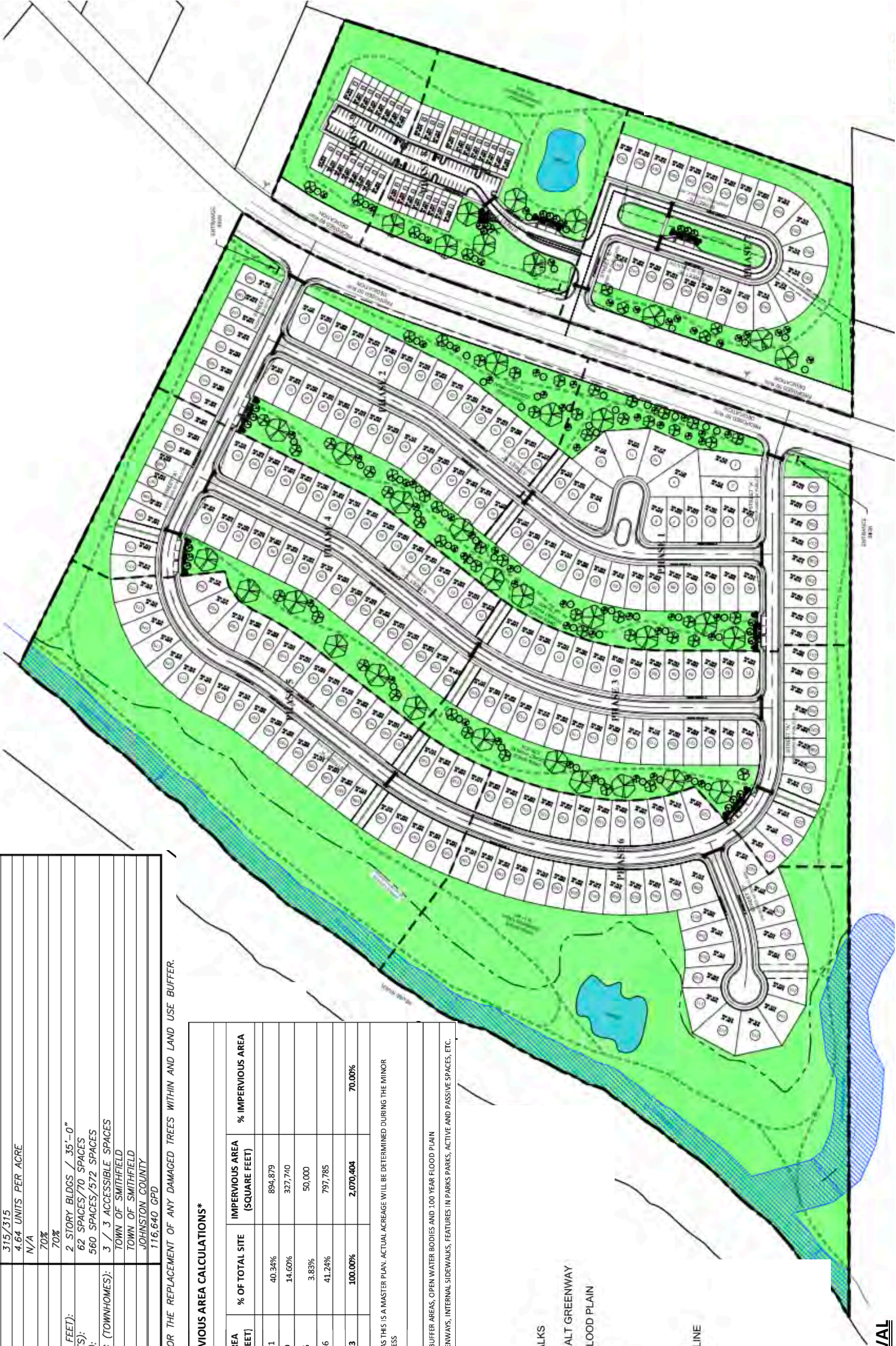
- Up to 280 single family homes (may include up to 76 attached single family units (triplexes) without changing overall proposed density)
- Up to 35 townhome units
- A significant amount of functional open space (more than 40% of total site area)
- An extensive greenway trail network that includes future connection to the Mountains to the Sea Trail.
- Sidewalks on both sides of all streets
- Neighborhood pocket parks
- Cluster units located at trail head connections
- Attractive entrance signage at all three entrances

Phasing

This development will be constructed in phases (approximately 40 units per phase). The anticipated build out rate is roughly one phase per year (the market will dictate the actual rate). The approximate phase lines are shown on the master plan but are subject to change based on construction plan/site design

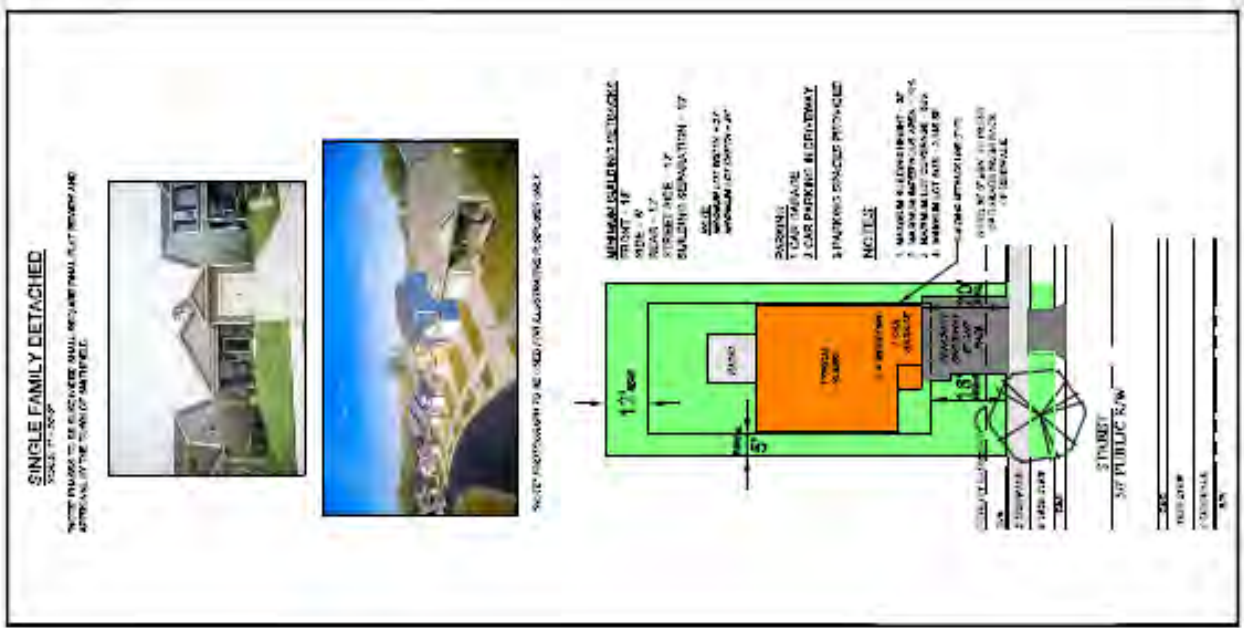
CONDITIONS OF APPROVAL

This is a master plan for the PUD. As such, there are several detailed engineering and design requirements that are not intended to be addressed by this master plan. All applicable items associated with a typical subdivision/site plan will be provided during the subdivision/construction plan review process and are accepted by the developer as “Conditions of Approval” for this master plan. These items may include but are not limited to utility plan, landscaping, lighting, tree preservation, voluntary annexation, etc. meeting the of the requirements of the UDO.



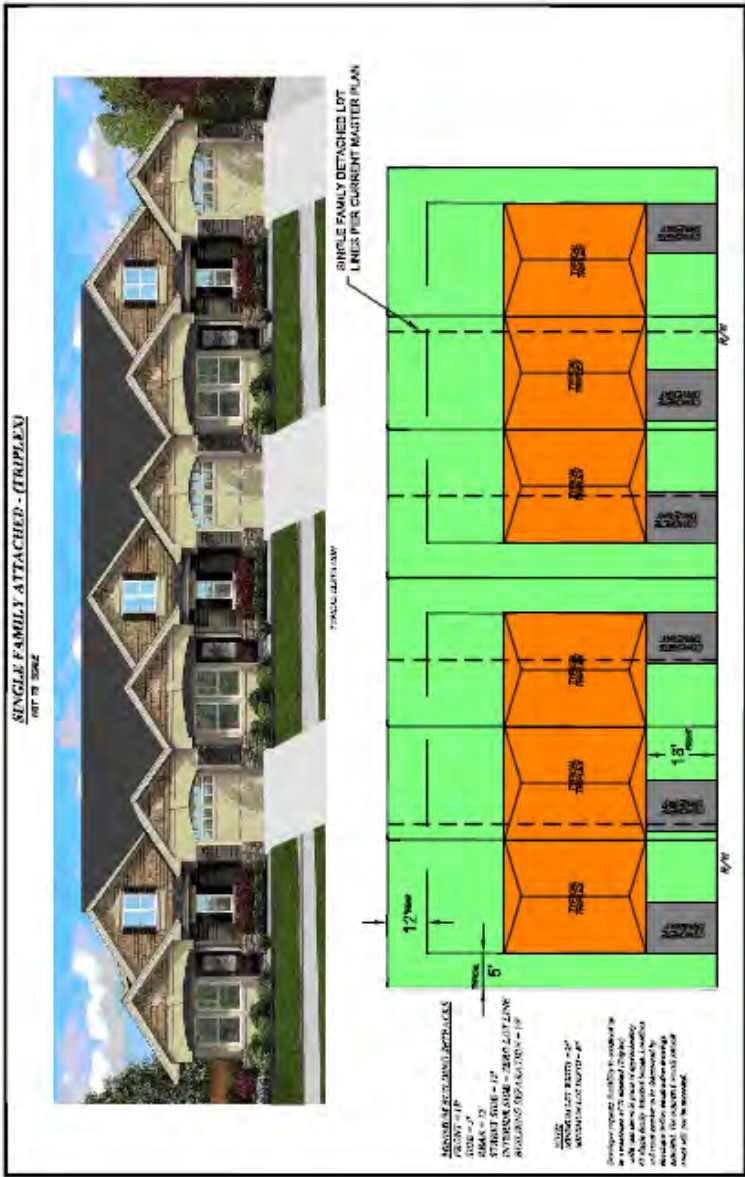
Proposed Design Standards:

(Proposed PUD Standard / UDO Cluster Standard)



- Single family detached units on individual lots with a one-car garage and a two-car parking pad/driveway:

- Minimum Lot Area: 3145 sf / 4800 sf
- Minimum Lot Frontage: 37' / 40'
- Front Yard Setback: 18' / 15'
- Side Yard Setback: 5' / 6'
- Rear Yard Setback: 12' / 12'
- Maximum Building Height: 35' / 35'
- Building Separation: 10' / 12'



- Single family attached (tri-plex) units -each unit will be on an individual lot and will include a one-car garage and a two-car parking pad/driveway:

- Minimum Lot Area: 2000 sf / 4800 sf
- Minimum Lot Frontage: 25' / 40'
- Front Yard Setback: 18' / 15'
- Side Yard Setback: 0' / 6'
- Rear Yard Setback: 12' / 12'
- Maximum Building Height: 35' / 35'
- Building Separation: 10' / 12'



- Townhomes – each unit will be on an individual lot:

- Minimum Lot Area: 1400 sf / 5400 sf
- Minimum Lot Frontage: 17.5' / 40'
- Front Yard Setback: 18' / 15'
- Side Yard Setback: 0' / 6'
- Rear Yard Setback: 12' / 12'
- Maximum Building Height: 35' / 35'
- Building Separation: 20' / 12'

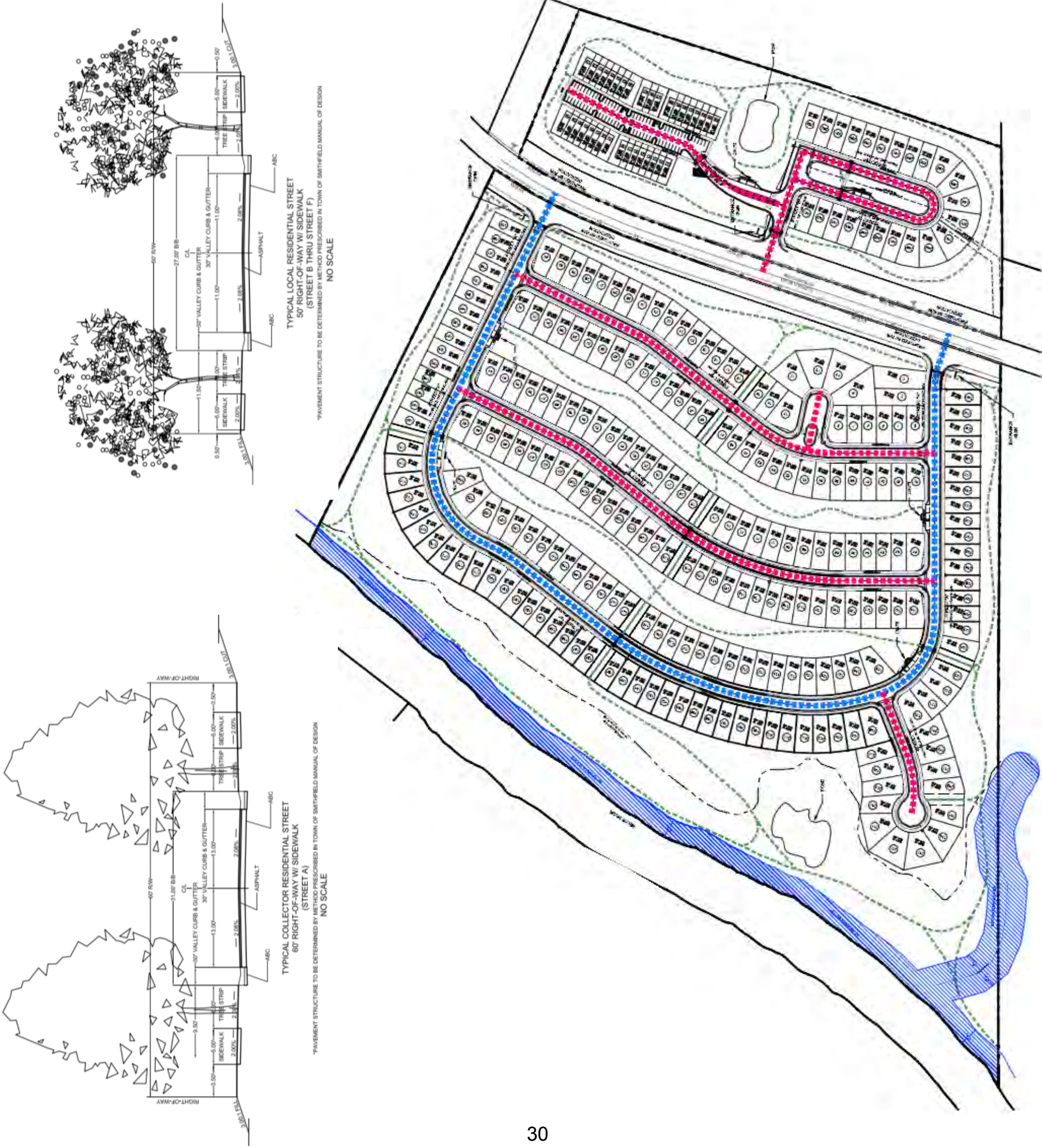
Pedestrian and Vehicular Routing

This development is truly a walkable neighborhood design. There are nearly 3.5 miles of paved greenway trails that perimeter the entire tract as well as internal connections running north/south and east/west. The portion of the greenway trail network along the Neuse River and/or the Buffalo Rd right of way provide a couple of alternatives for future extension of the Mountains to the Sea Trail. In addition to the greenway trail network, there are concrete sidewalks on both sides of the streets.

The street network is designed to provide the necessary emergency and service vehicle access while creating a safe pedestrian friendly neighborhood. The pattern of interconnected streets provides excellent flow within the development as well as connectivity to Buffalo Rd. There are three entrances – one to the east and two to the west. The block length is longer than the standard mentioned in the UDO; however, this extended length allows for two long, continuous pocket parks that create a sense of community and pedestrian connectivity.

The proposed typical sections (see above left) for both the Residential Collector Street and the Local Residential Street differ from the Town of Smithfield’s typical sections as follows:

- 30” valley curb & gutter to eliminate the need for driveway cuts in the curb line
- 6’ tree strip between sidewalk and curb to create an old town style streetscape



LEGEND:

OPEN SPACE

SIDEWALKS

10' ASPHALT GREENWAY

100 YR FLOOD PLAIN

RIPARIAN BUFFER AREA

EXISTING POND

PHASE LINE

CANOPY TREE

UNDERSTORY TREE

SHRUBS

PERIMETER BUFFER

This development will include a +/-50' perimeter buffer. A tasteful landscape plan will be prepared by a RLSA that meets the 10' wide Type A bufferyard. The remainder of the buffer will include grassed area and paved greenway trails.

Type A Bufferyard Screening.

Minimum of 10 feet wide. For every 1,000 square feet, the screen shall consist of a combination of a minimum of 2 Canopy Trees and 12 Shrubs distributed evenly throughout the Bufferyard. (Shrubs shall be 3' minimum at planting and 6' minimum at maturity.)

Type A

NEIGHBORHOOD POCKET PARKS

Throughout the development a combination of greenway trails and sidewalks provide easy access to the pocket parks. These pocket parks will include a paved pedestrian trail and attractive landscape designed by a RLSA. They are also an excellent spot for neighborhood activities such as soccer, football, cornhole, horseshoes, fire pits and a cook out area that can create a sense of community.

	TOTAL AREA (SQUARE FEET)	% OF TOTAL SITE
RESIDENTIAL LOTS	1,193,171	40.34%
RIGHT-OF-WAYS**	431,740	14.60%
RIPARIAN BUFFERS & 100YR FLOOD PLAIN***	113,166	3.83%
TOTAL OPEN SPACE****	1,219,646	41.24%
TOTAL AREA	2,957,723	100.00%

MAILBOX CLUSTER UNITS

There are several mailbox cluster units located throughout the neighborhood. The combination of the greenway network and the sidewalks provide a comfortable walking distance from all residences. There are also parking spaces (including an ADA space at each mailbox cluster unit. A tasteful landscape plan will be prepared by a RLSA.

31

PUBLIC UTILITIES AND INFRASTRUCTURE

Required improvements shall be made as development occurs. Infrastructure will be designed so that it will accommodate the entire community at total build-out. At the time of construction plan submittal, the developer will meet with Town Staff to determine critical areas (if any) for phased utility improvements as development occurs.

PUBLIC SEWER

The estimated waste water flow for this development is 113,400 gallons per day. It is anticipated to develop this project in approximately 9 phases of construction. Sewer main extensions and service connections to the Town's sewer systems must be approved, prior to construction, by the Engineering Department and in accordance with the general guidelines and regulations of the Town. Phases 1, 2, 7, 8 & 9 are expected to be serviceable by connection to the existing gravity sewer line along Buffalo Rd; however, the remaining phases will require a wastewater pump station. This new pump station will most likely be located just beyond the cul-de-sac in Phase 6. The developer and engineer will work with the Town of Smithfield to properly locate and size the pump station.

PUBLIC WATER

Public water is available to the site via an existing 12” water main along Buffalo Rd. Connections to the existing 12” main will be made and extended throughout the development. This level of inner-connectivity shall provide for adequate domestic water as well appropriate fire protection flow.

STORMWATER AND NITROGEN CONTROLS

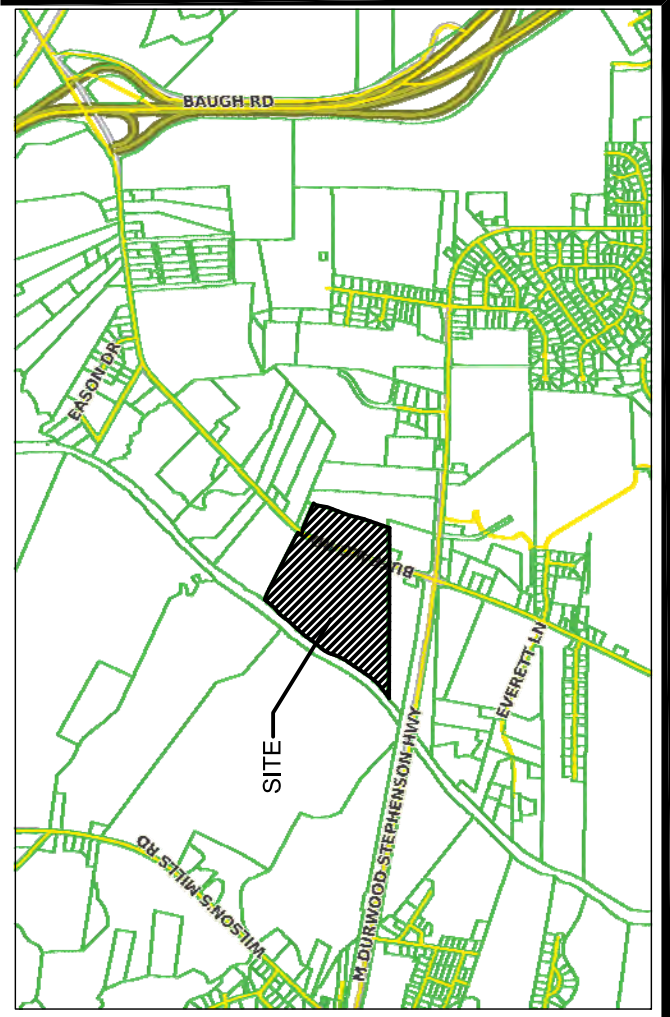
The stormwater system for the development will include drainage swales and stormwater pipe systems that run throughout the project. The stormwater flow from the development will eventually make its way to discharge into respective tributaries of the Neuse River. Stormwater runoff control measures including peak flow reduction and nitrogen reduction will be required. The developer will provide evidence that this project complies with all applicable stormwater requirements set in place by the Town of Smithfield and the State. These measures may be physically located outside of the phase so long as the above noted requirements are met for the entire site.

TOWN OF SMITHFIELD APPROVAL

MASTER PLAN

BUFFALO ROAD TRACT

SPECIAL CONDITIONS APPROVAL



SITE VICINITY MAP
NOT TO SCALE

IN

TOWN OF SMITHFIELD

SHEET INDEX

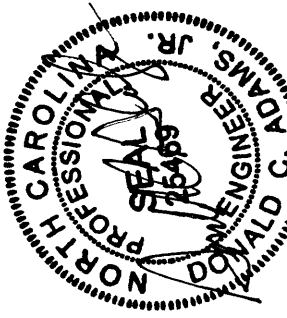
SHEET TITLE	SHEET No.
EXISTING CONDITIONS.....	PD01
EXISTING OWNERS.....	PD02
MASTER SUBDIVISION PLAN.....	PD03
PEDESTRIAN & VEHICULAR ROUTING.....	PD04
SITE PLAN-1.....	PD05
SITE PLAN-2.....	PD06
UTILITY PLAN-1.....	PD07
UTILITY PLAN-2.....	PD08
REGULATORY STANDARDS.....	PD09

DEVELOPER/APPLICANT:

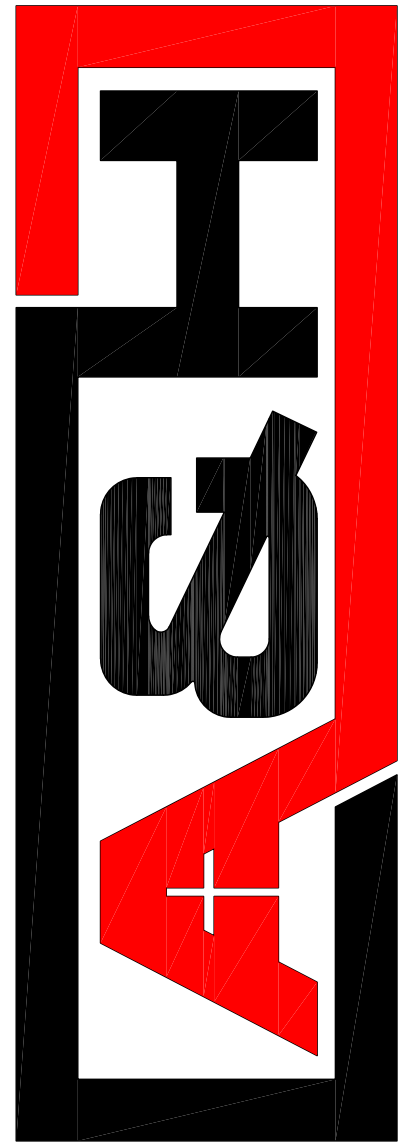
SAM'S BRANCH DEVELOPMENT
114 W. MAIN ST
CLAYTON, NC 27520

CONTACT/AGENT: DONNIE C. ADAMS, PE
919 763-7278

NOT RELEASED FOR
CONSTRUCTION



REVISED
3:37 pm, Jan 05, 2018

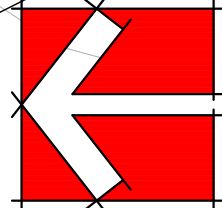
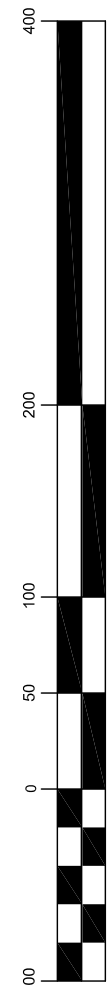


314 East Main Street
Clayton, NC 27520
919-243-1332
donnie@adamsandhodge.com
FIRM # C-4187

BUFFALO ROAD TRACT

SMITHFIELD, JOHNSTON COUNTY, NC

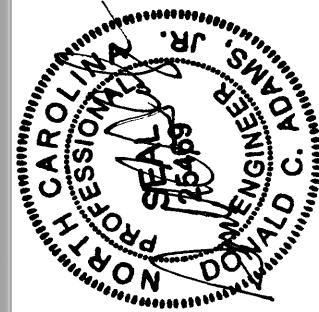
JANUARY 05, 2018



EXISTING CONDITIONS

BUFFALO ROAD TRACT

NOT RELEASED FOR
CONSTRUCTION



REVISED
3:39 pm, Jan 05, 2018

NF
RUTHAL SILVA
14075021D
DB 814 PG 0286

13.27
ACRES

NF
WILLIAM FRANK LEE
14075013
DB 359 PG 0084

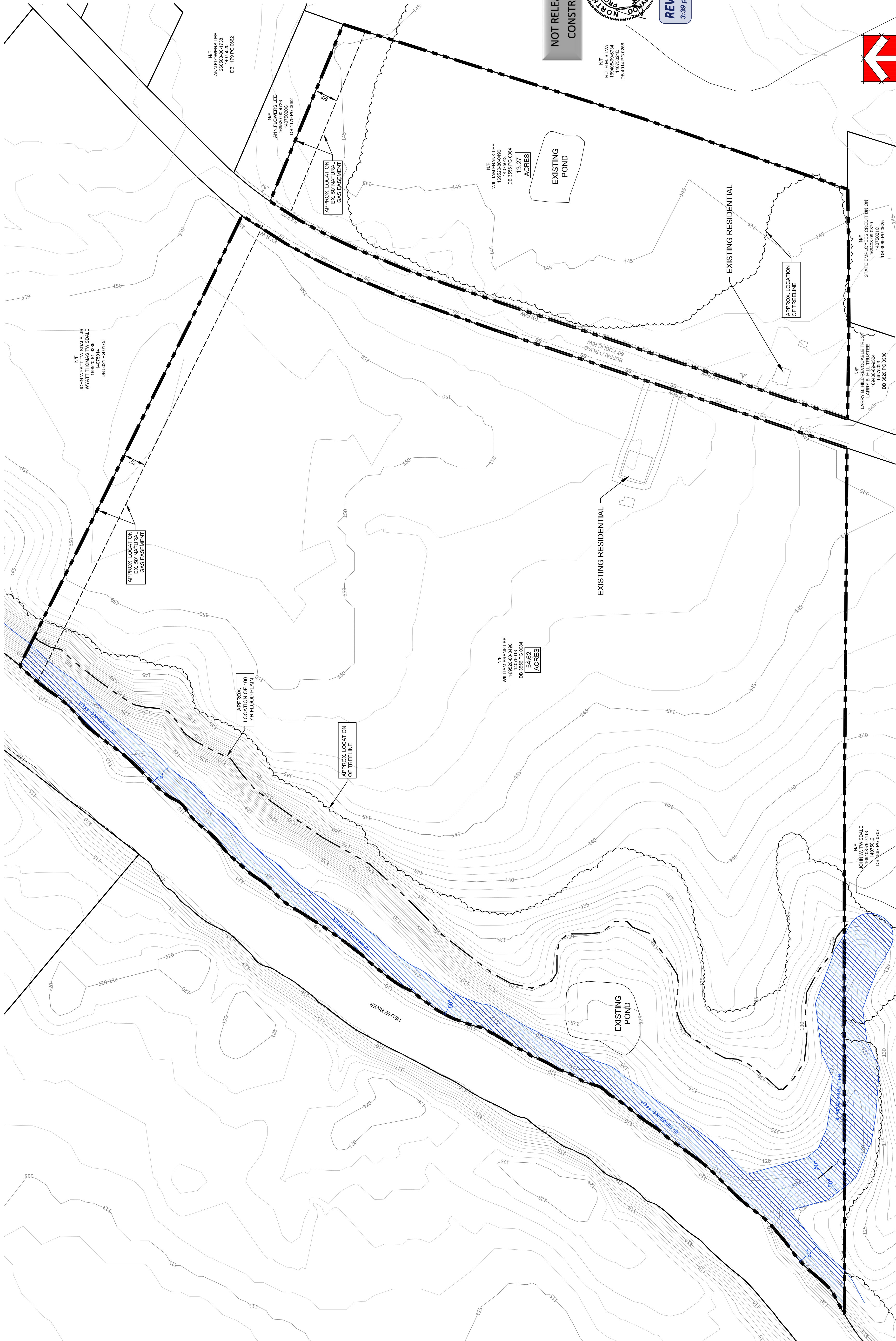
54.62
ACRES

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WILLIAM FRANK LEE
14075013
DB 359 PG 0084

NF
STATE EMERGENCY CREDIT UNION
14075021C
DB 389 PG 0625

NF
LARRY B. HILL REVOCABLE TRUST
14075021C
DB 382 PG 0980

NF
JOHN W. THWISDALE
14075013
DB 387 PG 0707



CAUTION: External email. Do not click links or open attachments unless verified. Send all suspicious email as an attachment to report.spam@nc.gov.

Julie, A few months back I had asked you some questions about the “high density” option in the watershed district rules. Well, we have received application for a development in the WS-IV-PA overlay district. They are seeking a Planned Unit Development and have only somewhat followed the clustering provisions in our UDO. We have received no stormwater management or grading information. These details will be covered under conditions of approval. Please review and let me know your concerns. The Planning Board will discuss at their February 1 meeting and to Council in March.

Stephen Wensman, AICP/RLA

Town of Smithfield
Planning Director
919-934-2116, ext. 1114

From: Donnie Adams [<mailto:donnie@adamsandhodge.com>]

Sent: Saturday, January 06, 2018 3:51 PM

To: Stephen Wensman

Cc: Donnie Adams

Subject: Buffalo Rd Tract - PUD Update

Stephen,

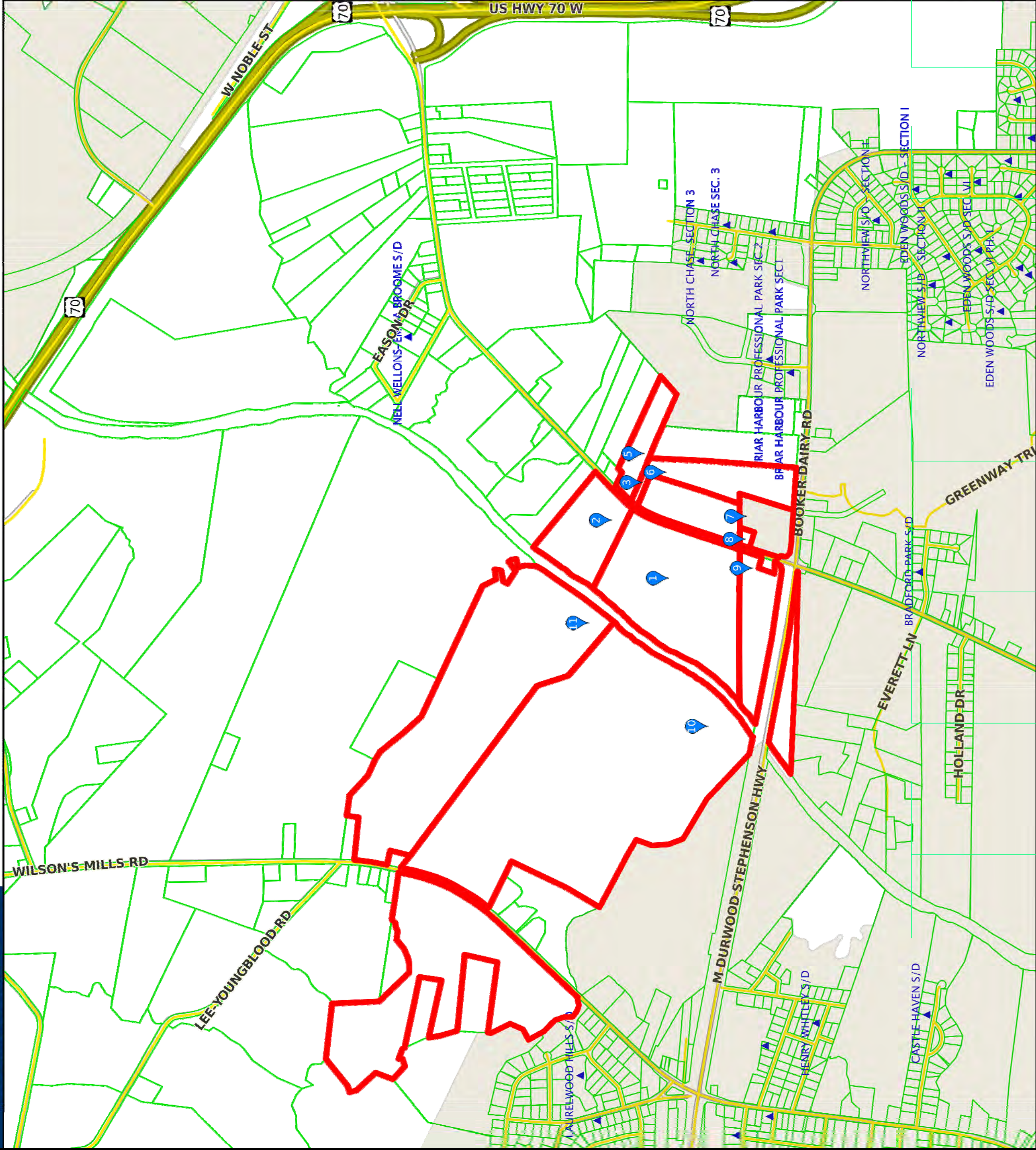
I hope you weathered the storm. It was surely cold around here and had an impact on our productivity/time in the office. Please find attached our revised Master Plan and Special Use package for the Buffalo Rd Tract. We will deliver paper copies Monday at 8am promptly. Thanks for working through this submittal with us.

Please let me know if you have any questions or concerns.

Donnie Adams, PE
Adams & Hodge Engineering, PC
335 Athletic Club Blvd
Clayton, NC 27527
Firm License # 4187
919-763-7278



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

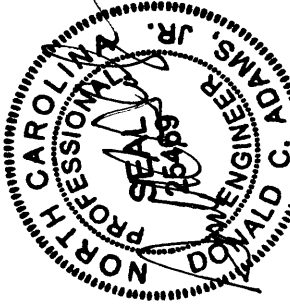


Result 1	Result 2
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Result 3	Result 4
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Result 5	Result 6
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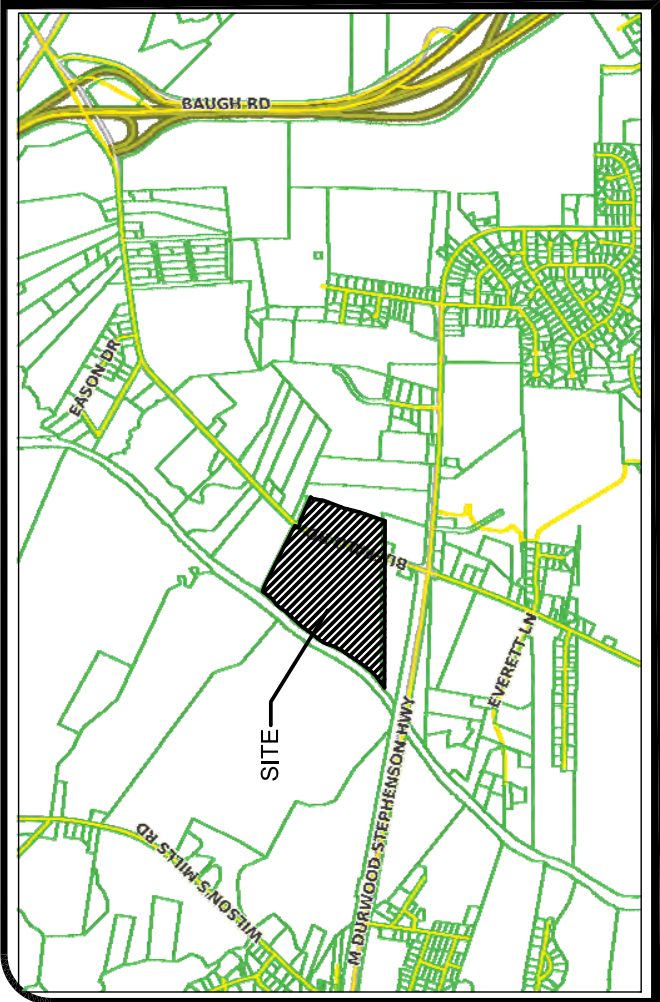
Result 7	Result 8	Result 9	Result 10
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Result 11	Id: 17609005	County: CLAYTON, NC 27520
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	Tax Unique Id: 4032018	Page: 044
	NCPIN: 169500-42-8888	Market Value: \$8930
	Mapsheet No: 1695	Assessed Acreage: 101.8
	Owner Name 1: MELDIPHE LLC	Calc. Acreage: 101.64
	Owner Name 2:	Sale Price: 0
	Mail Address 1: 2123 WILLOW HILL LN	Sale Date: 2015-03-25
	Mail Address 2:	
	Site Address 1:	
	Site Address 2:	

NOT RELEASED FOR
CONSTRUCTION

**REVISED**

3:43 pm, Jan 05, 2018



SITE PLAN INFORMATION:

OWNER:	WILLIAM FRANK LEE PO BOX 148 SMITHFIELD, NC 27577
PARCEL IDENTIFICATION NUMBER:	14075013
NCPIN NUMBER:	169520-80-0490
TAX NUMBER:	4680991
PROPERTY SIZE (SF):	2,957,896 SF/67.90 ACS
TOTAL OPEN SPACE (SF):	1,245,251 SF/28.61 ACS
EXISTING ZONING:	RESIDENTIAL TOWN ETJ
EXISTING PROPOSED ZONING:	WS-10-PH
OVERLAY DISTRICT:	WS-10-PH
EXISTING USE:	AGRICULTURAL/RESIDENTIAL
PROPOSED USE:	RESIDENTIAL SINGLE-FAMILY DETACHED UNITS = 280 UNITS
PROPOSED UNITS/LOTS:	RESIDENTIAL TOWNHOME UNITS = 35 UNITS
PROPOSED DENSITY:	315/315
EXISTING INTENSITY:	4.64 UNITS PER ACRE
EXISTING INTENSITY:	N/A
MAXIMUM IMPERVIOUS AREA:	70%
PROPOSED IMPERVIOUS AREA:	70%
BUILDING HEIGHT (NUMBER OF STORIES & FEET):	2 STORY BLDGS / 35'-0"
REQUIRED/PROPOSED PARKING (TOWNHOMES):	62 SPACES/70 SPACES
REQUIRED/PROPOSED PARKING (DETACHED):	560 SPACES/572 SPACES
REQUIRED/PROPOSED ACCESSIBLE PARKING (TOWNHOMES):	3 / 3 ACCESSIBLE SPACES
ELECTRIC PROVIDER:	TOWN OF SMITHFIELD
WATER PROVIDER:	TOWN OF SMITHFIELD
SEWER PROVIDER:	JOHNSTON COUNTY
ANTICIPATED DAILY WASTEWATER FLOW:	116,640 GPD

*THE DEVELOPER WILL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY DAMAGED TREES WITHIN AND LAND USE BUFFER.

IMPERVIOUS AREA CALCULATIONS*

TOTAL AREA (SQUARE FEET)	% OF TOTAL SITE	IMPERVIOUS AREA (SQUARE FEET)	% IMPERVIOUS AREA
RESIDENTIAL LOTS	40.34%	894,879	
RIGHT-OF-WAYS**	14.60%	327,740	
RIPARIAN BUFFERS & 100YR FLOOD PLAIN***	3.83%	50,000	
TOTAL OPEN SPACE****	41.28%	797,785	
TOTAL AREA	100.00%	2,857,723	70.00%

*NOTE: AREAS AND CALCULATIONS SHOWN ARE APPROXIMATE & THIS IS A MASTER PLAN. ACTUAL ACRESAGE WILL BE DETERMINED DURING THE MINOR SUBDIVISION/MINOR SITE PLAN APPLICATION SUBMITTAL PROCESS

**NOTE: RIGHTS-OF-WAY INCLUDES STREETS AND SIDEWALKS

***NOTE: RESOURCE CONSERVATION AREAS INCLUDE RIPARIAN BUFFER AREAS, OPEN WATER BODIES AND 100 YEAR FLOOD PLAIN

****NOTE: OPEN SPACE INCLUDES CLUBHOUSE, AMENITIES, GREENWAYS, INTERNAL SIDEWALKS, FEATURES IN PARKS, ACTIVE AND PASSIVE SPACES, ETC.

LEGEND:

OPEN SPACE

SIDEWALKS

10' ASPHALT GREENWAY

100 YR FLOOD PLAIN

RIPARIAN BUFFER AREA

EXISTING POND

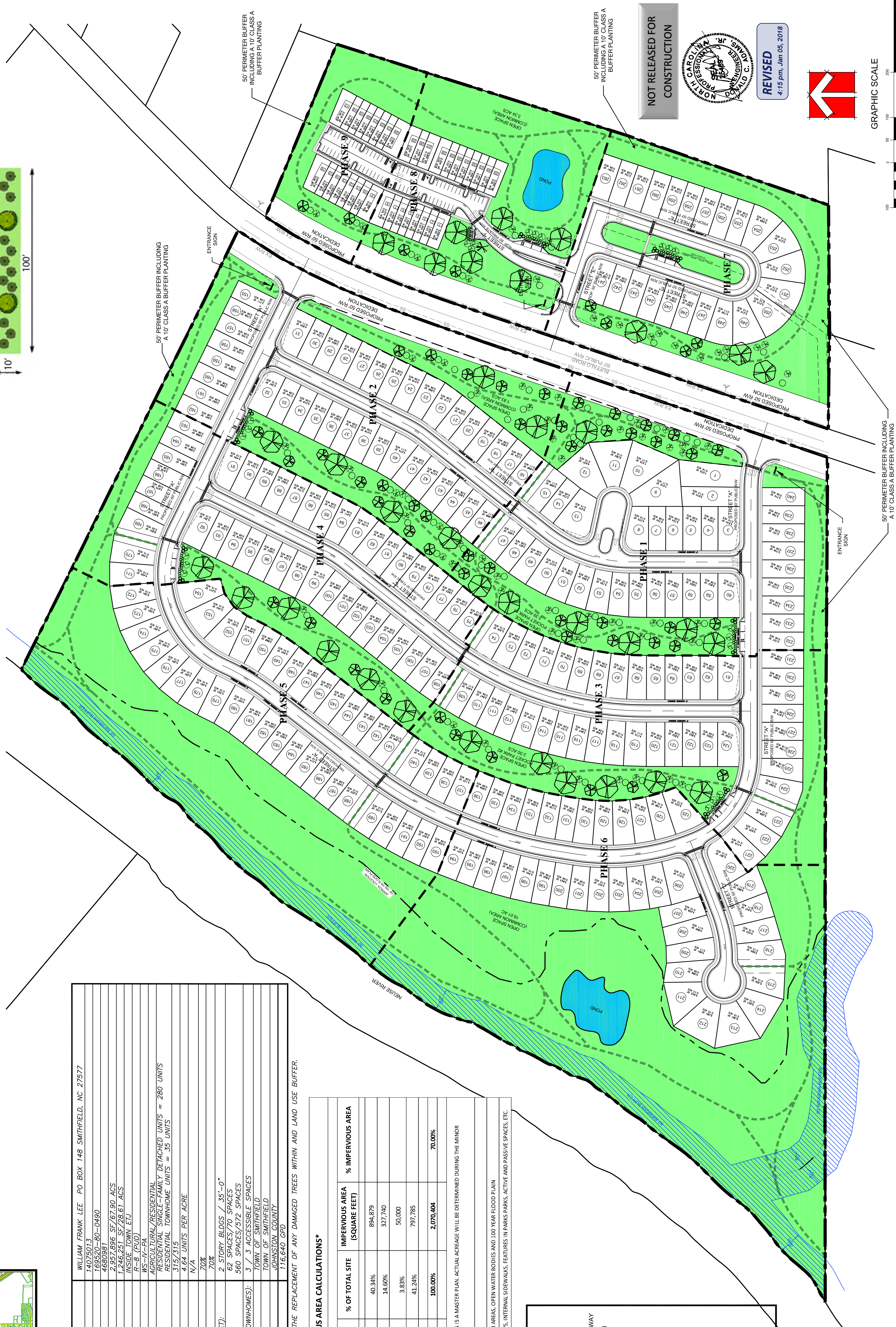
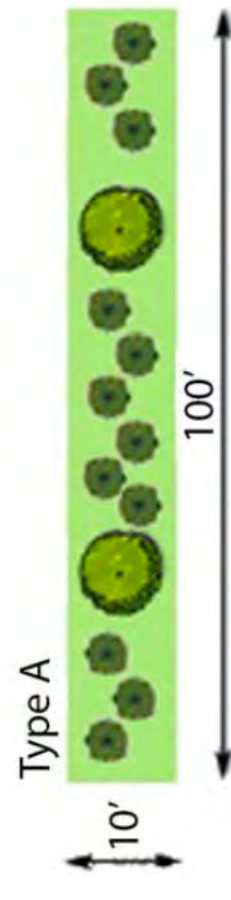
PHASE LINE

CANOPY TREE

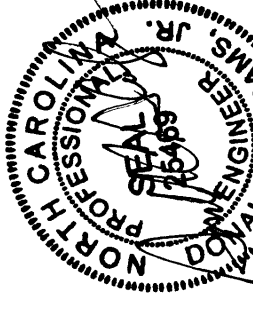
UNDERSTORY TREE

SHRUBS

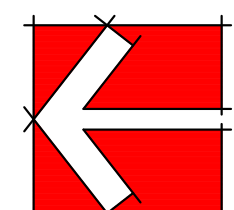
Type A Bufferyard Screening.
Minimum of 10 feet wide. For every 1,000 square feet, the screen shall consist of a combination of a minimum of 2 Canopy Trees and 12 Shrubs distributed evenly throughout the Bufferyard. (Shrubs shall be 3' minimum at planting and 6' minimum at maturity.)



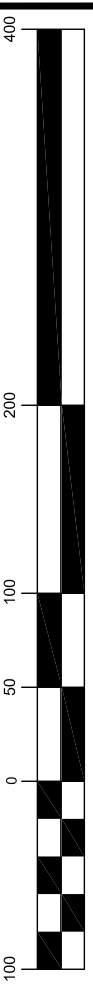
NOT RELEASED FOR CONSTRUCTION



REVISED
4:15 pm, Jan 05, 2018



GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft



SHEET

PD03

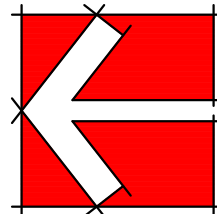
MASTER SUBDIVISION
&
PHASING PLAN

BUFFALO ROAD TRACT
SMITHFIELD, JOHNSTON COUNTY, NC

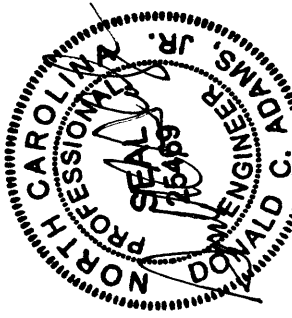
ADAMS & HODGE
ENGINEERING, PC

314 East Main Street
Clayton, NC 27520
domonte@adamsandhodge.com
919-243-1332
FIRM # C-4187

REVISIONS:



REVISED
3:52 pm, Jan 05, 2018



NOT RELEASED FOR
CONSTRUCTION

VEHICULAR ROUTING

BUFFALO ROAD TRACT

SMITHFIELD, JOHNSTON COUNTY, NC



ADAMS & HODGE ENGINEERING, PC

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Clayton, NC 27520
donnie@adamssandhodge.com
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FIRM # C-4187

REVISIONS:

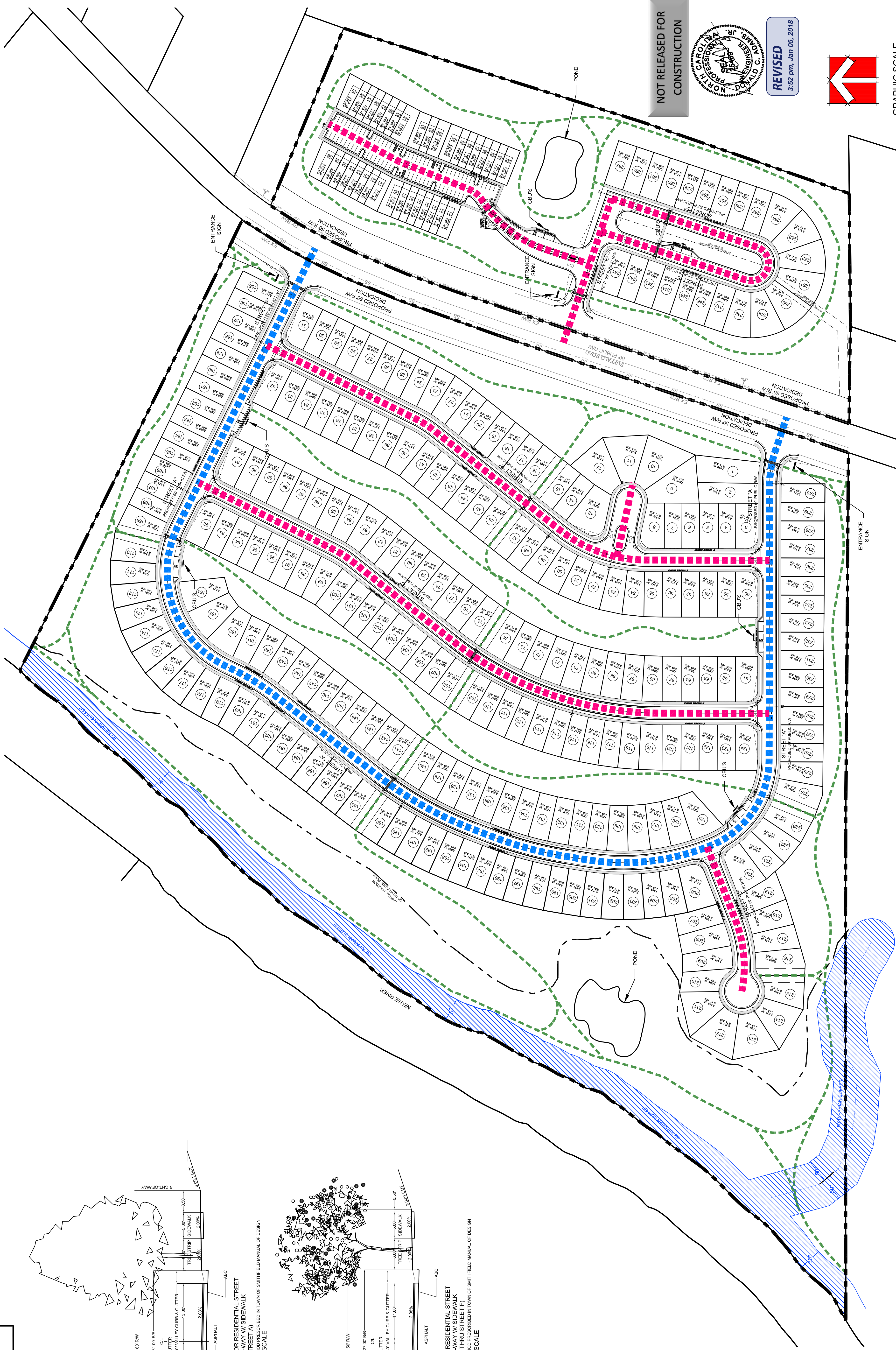
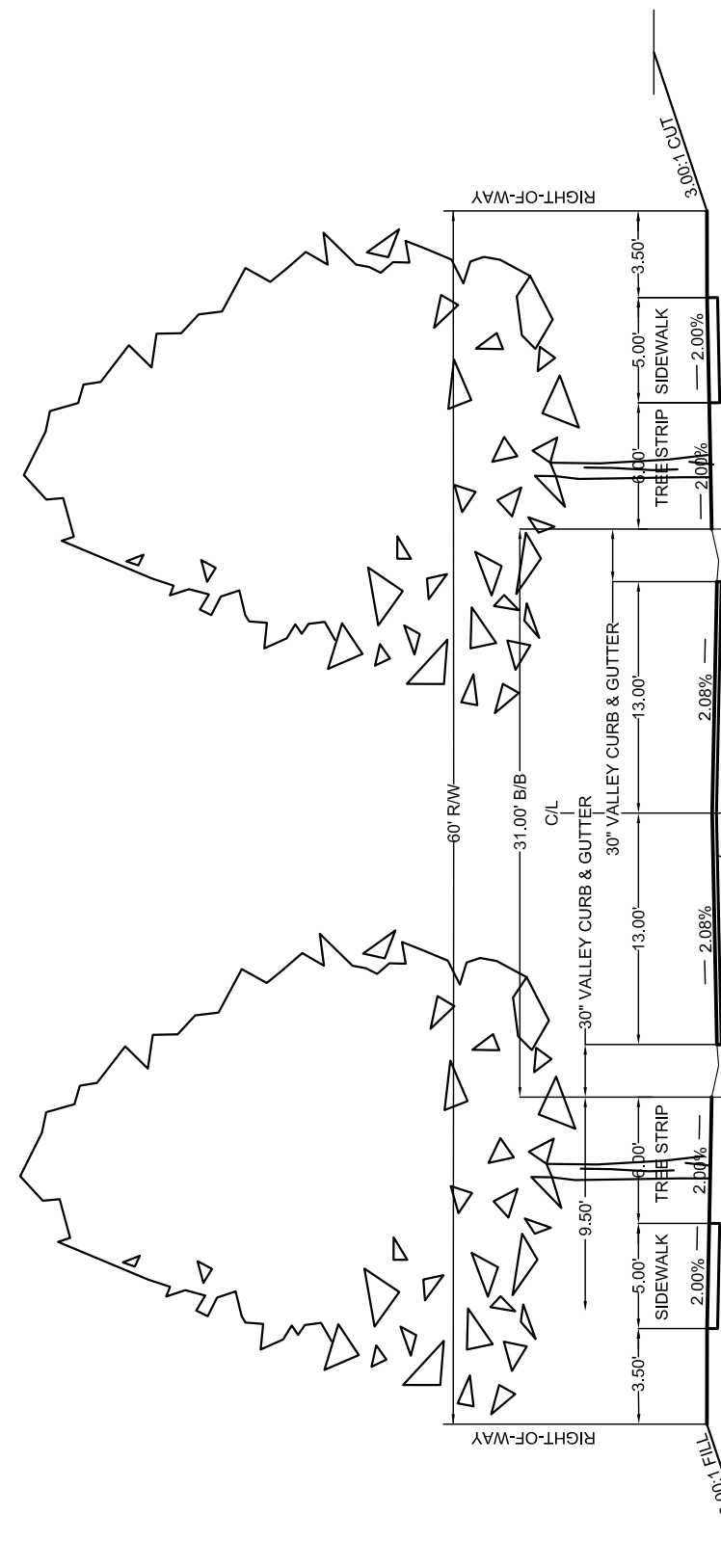


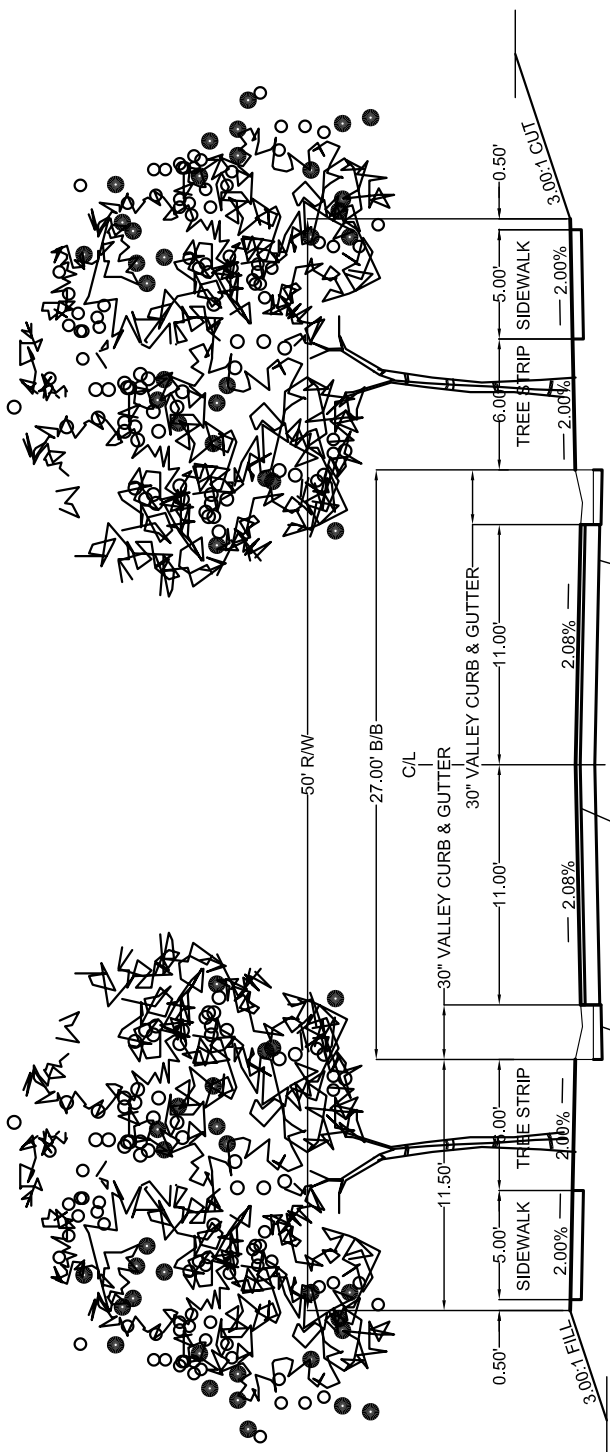
Diagram illustrating the components of a street cross-section:

- COLLECTOR STREET
- RESIDENTIAL STREET
- SIDEWALKS
- 10' ASPHALT GREENWAY

TYPICAL COLLECTOR RESIDENTIAL STR
60' RIGHT-OF-WAY W/ SIDEWALK

(STREET A)
PAVEMENT STRUCTURE TO BE DETERMINED BY METHOD PRESCRIBED IN TOWN OF SMITHFIELD MANUAL OF DESIGN
NO SCALE

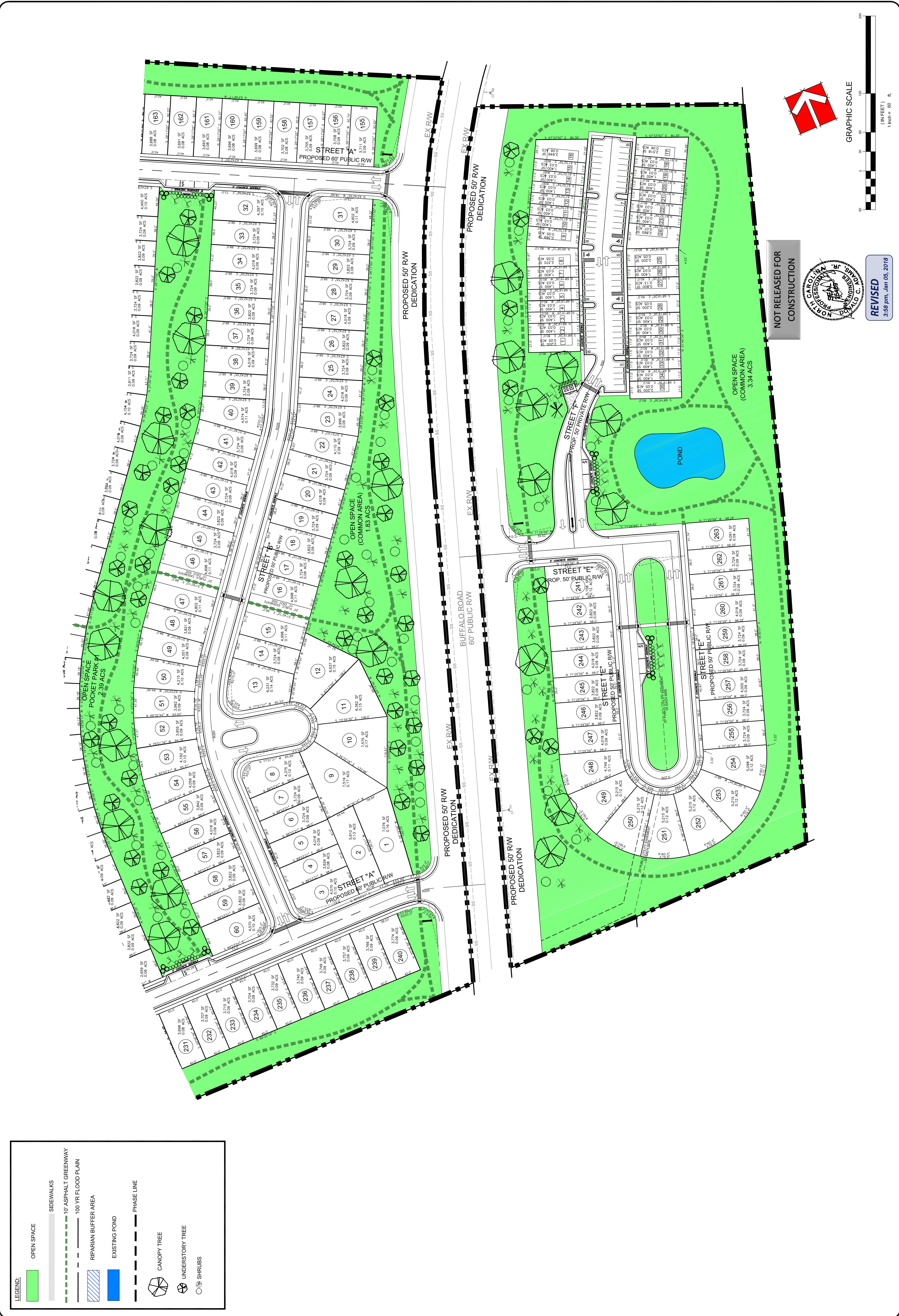
METHOD PRESENTS NO SCALE



TYPICAL LOCAL RESIDENTIAL STREET
CORNER OF W 4TH AND CLEVELAND

(STREET B THRU STREET F)
PAVEMENT STRUCTURE TO BE DETERMINED BY METHOD PRESCRIBED IN TOWN OF SMITHFIELD MANUAL OF DESIGN
NO SCALE

METHOD PRESENTS NO SCALE



LEGEND:

OPEN SPACE (ACTIVE/PASSIVE)

SIDEWALKS

10' ASPHALT GREENWAY

100 YR FLOOD PLAIN

RIPARIAN BUFFER AREA

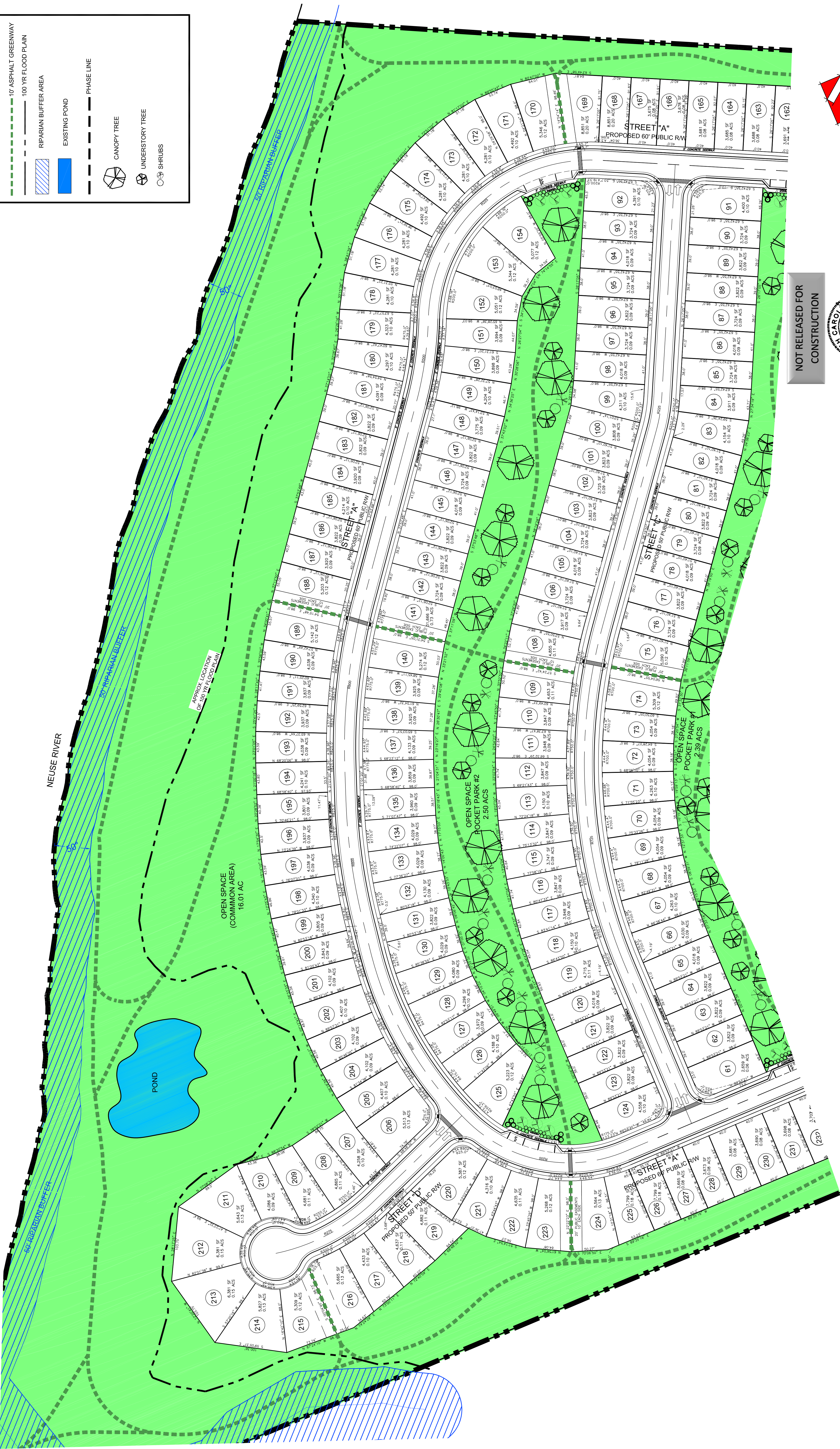
EXISTING POND

PHASE LINE

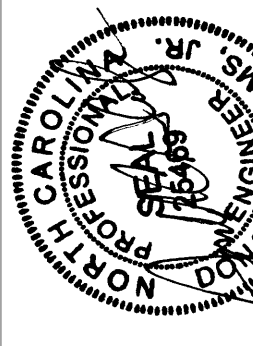
CANOPY TREE

UNDERSTORY TREE

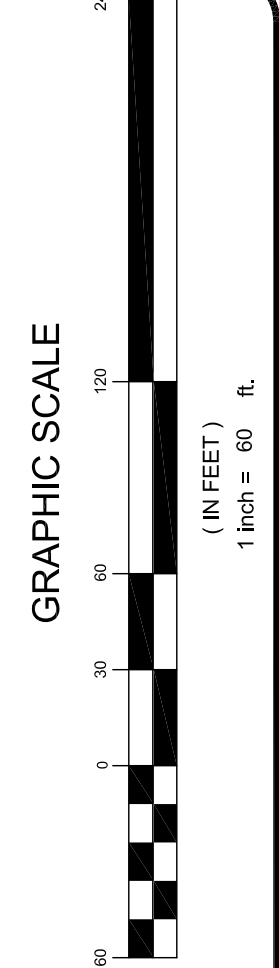
SHRUBS



NOT RELEASED FOR
CONSTRUCTION



REVISED
4:01 pm, Jan 05, 2018



WATER SYSTEM PROJECT SUMMARY:
1. THERE ARE 35 SINGLE FAMILY TOWNHOME LOTS AND 280 SINGLE FAMILY HOME LOTS SERVED BY THIS WATER SYSTEM EXTENSION.
2. THE LENGTHS AND SIZES OF WATER MAIN EXTENSIONS ARE AS FOLLOWS:
±7770 LF OF 6" PVC MAIN

SEWER SYSTEM PROJECT SUMMARY:
1. THERE ARE 35 SINGLE FAMILY TOWNHOME LOTS AND 280 SINGLE FAMILY LOTS SERVED BY THIS GRAVITY SEWER SYSTEM EXTENSION.
2. THE LENGTHS AND SIZES OF SEWER MAIN EXTENSIONS ARE AS FOLLOWS:
± 7307 LF OF 8" PVC MAIN

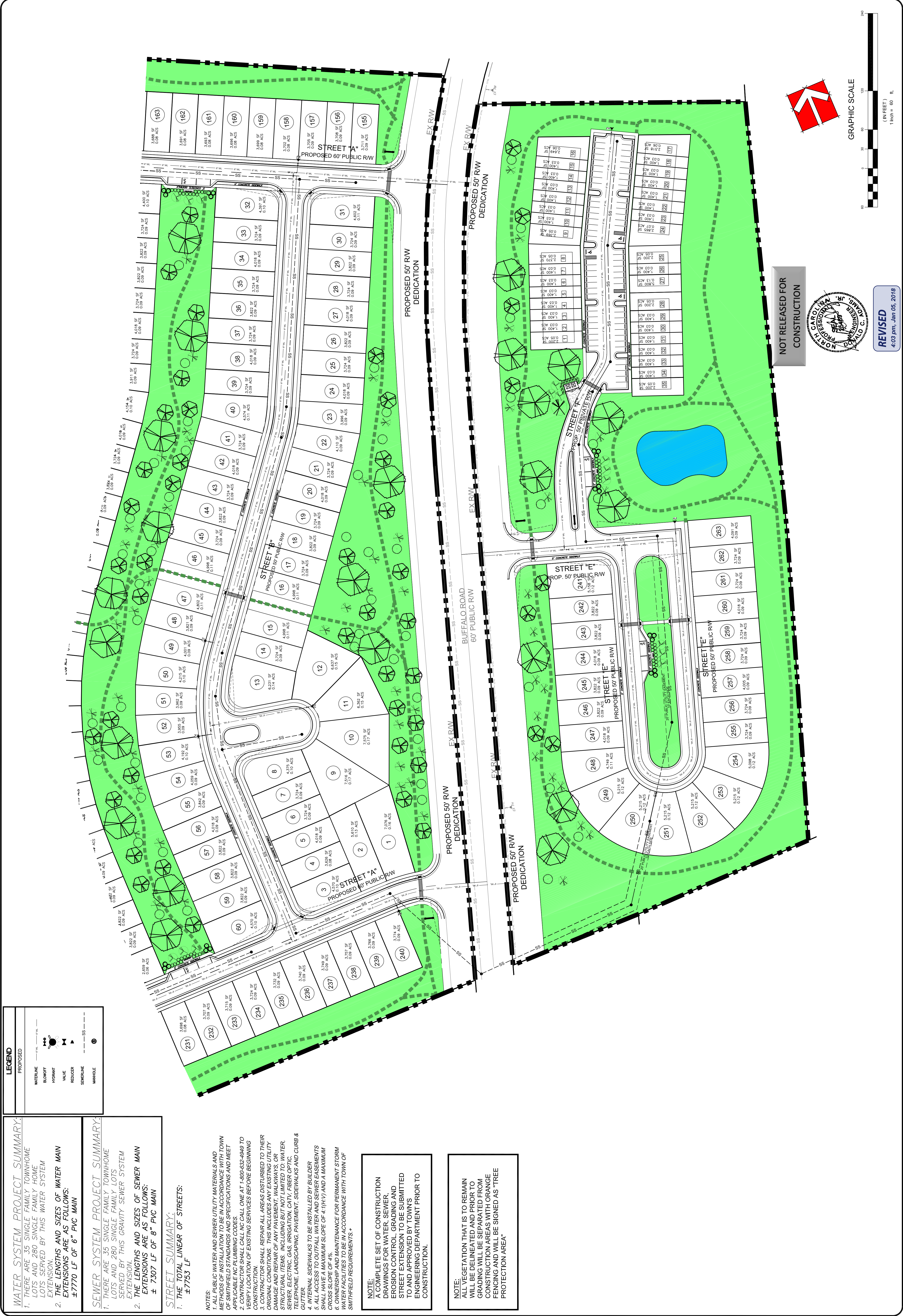
STREET SUMMARY:
1. THE TOTAL LINEAR OF STREETS:
±7763 LF

- NOTES:
1. ALL PUBLIC WATER AND SEWER UTILITY MATERIALS AND METHODS OF INSTALLATION TO BE IN ACCORDANCE WITH TOWN OF SMITHFIELD STANDARDS AND SPECIFICATIONS AND MEET APPLICABLE NC PLUMBING CODES.
 2. CONTRACTOR SHALL CALL NC CALL ONE AT 1-800-632-4849 TO VERIFY LOCATION OF EXISTING SERVICES BEFORE BEGINNING CONSTRUCTION.
 3. CONTRACTOR SHALL REPAIR ALL AREAS DISTURBED TO THEIR ORIGINAL CONDITIONS. THIS INCLUDES ANY EXISTING UTILITY DAMAGE AND REPAIR OF ANY PAVEMENT, WALKWAYS, OR STRUCTURAL ITEMS, INCLUDING BUT NOT LIMITED TO: WATER, SEWER, ELECTRIC, GAS, IRRIGATION, CATV, FIBER OPTIC, TELEPHONE, LANDSCAPING, PAVEMENT, SIDEWALKS AND CURB & GUTTER.
 4. INTERVAL SIDEWALKS TO BE INSTALLED BY BUILDER
 5. ALL ACCESS TO OUTFALL WATER AND SEWER EASEMENTS SHALL HAVE A MAXIMUM SLOPE OF 4:1(H:V) AND A MAXIMUM CROSS SLOPE OF 4%.
 6. OWNERSHIP AND MAINTENANCE FOR PERMANENT STORM WATER FACILITIES TO BE IN ACCORDANCE WITH TOWN OF SMITHFIELD REQUIREMENTS.*

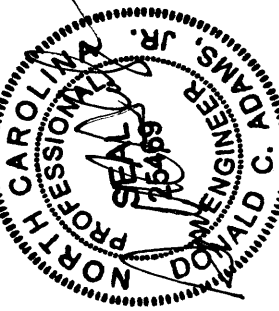
NOTE:
A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR WATER, SEWER, EROSION CONTROL, GRADING AND STREET EXTENSION TO BE SUBMITTED TO AND APPROVED BY TOWN'S ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.

NOTE:
ALL VEGETATION THAT IS TO REMAIN WILL BE DELINEATED AND PRIOR TO GRADING WILL BE SEPARATED FROM CONSTRUCTION AREAS WITH ORANGE FENCING AND WILL BE SIGNED AS "TREE PROTECTION AREA"

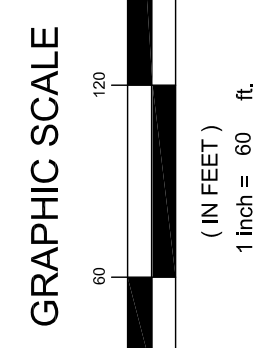
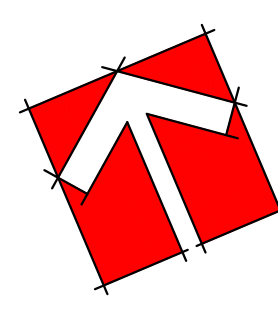
LEGEND	
PROPOSED	
WATERLINE	— P.W. —
BLOWOFF	— B.O. —
HYDRANT	— H. —
VALVE	— V. —
REDUCER	— R. —
SEWERLINE	— S.S. —
MANHOLE	— M. —



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CONSTRUCTION



REVISED
4:03 pm, Jan 05, 2018



LEGEND:

OPEN SPACE (ACTIVE/PASSIVE)

SIDEWALKS

10' ASPHALT GREENWAY

100 YR FLOOD PLAIN

RIPARIAN BUFFER AREA

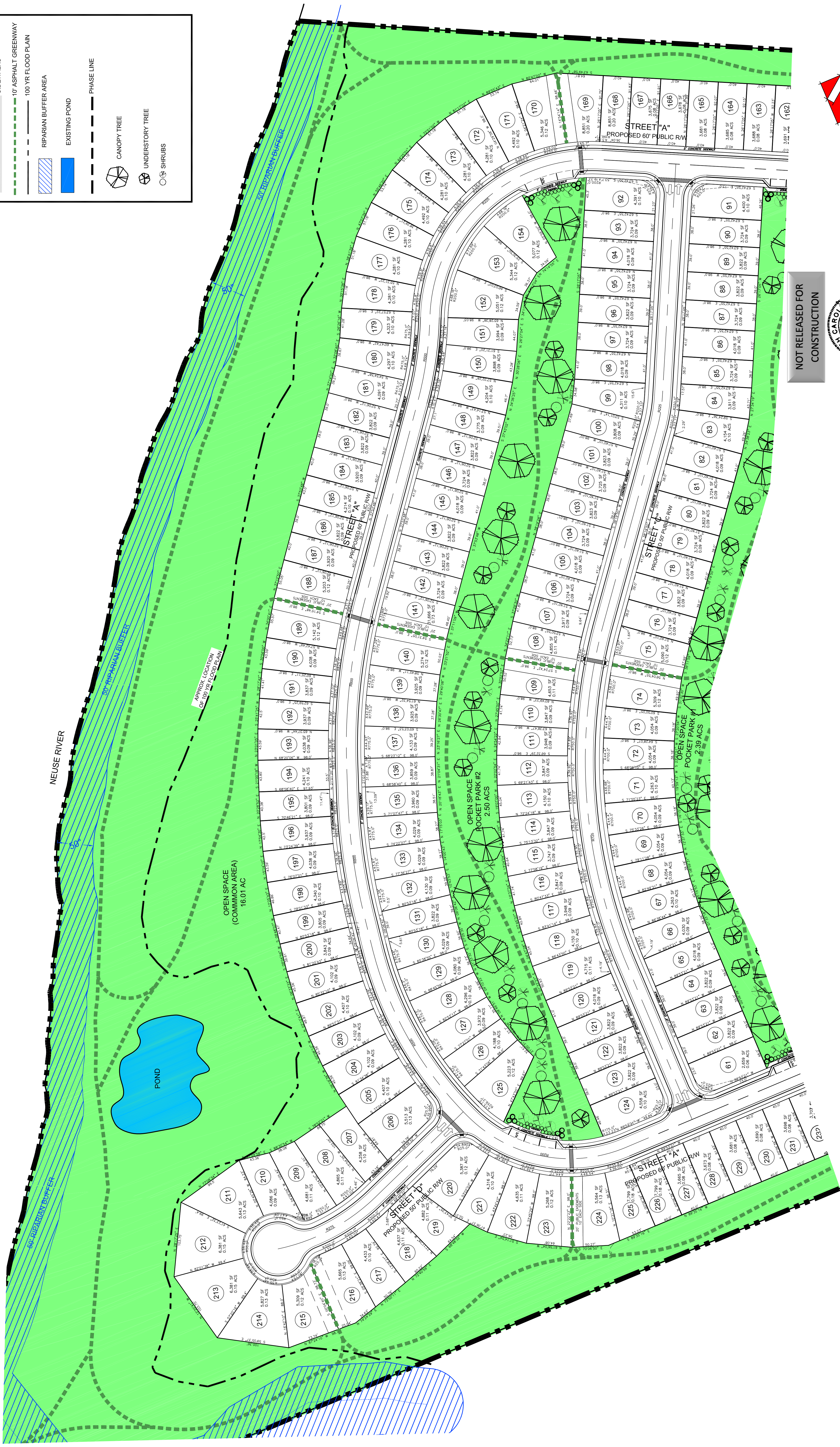
EXISTING POND

PHASE LINE

CANOPY TREE

UNDERSTORY TREE

SHRUBS



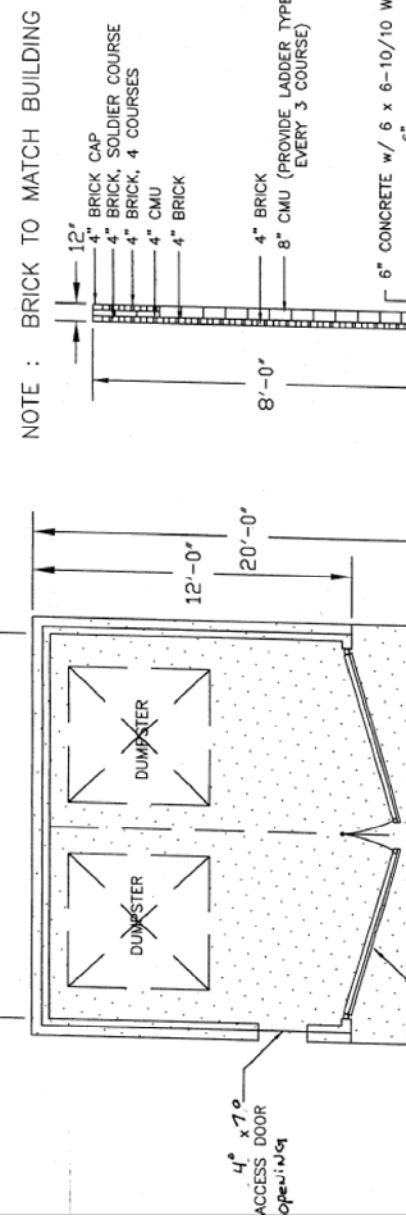
NOT RELEASED FOR CONSTRUCTION

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

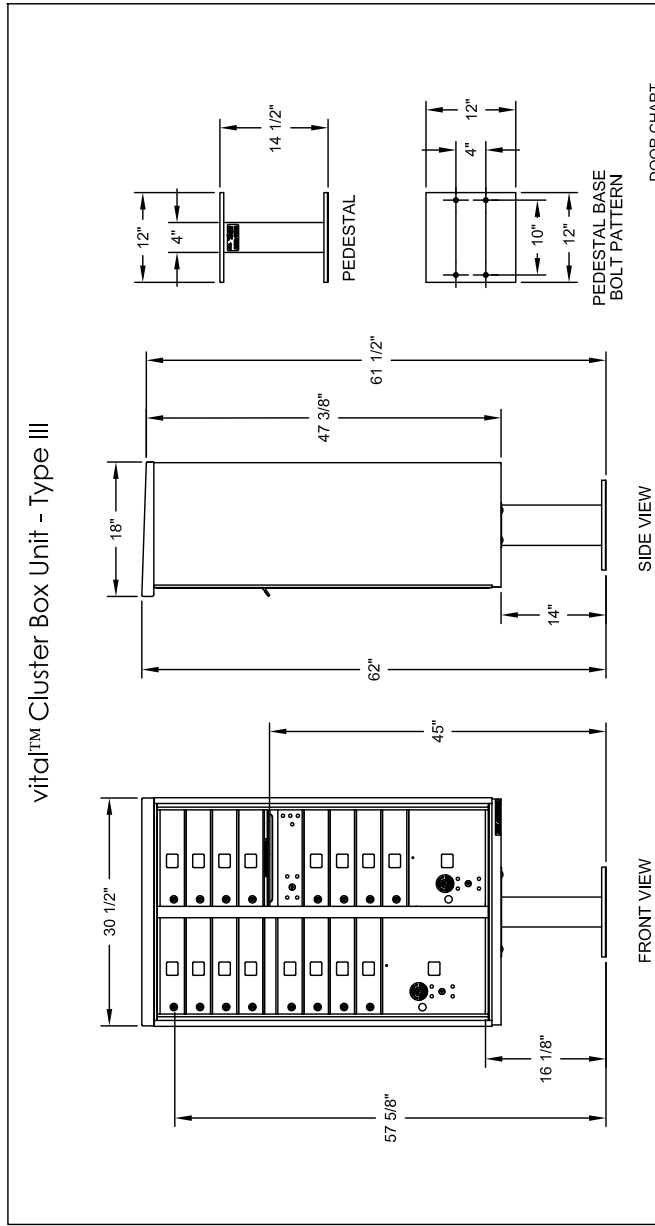
REVISED
4:01 pm, Jan 05, 2018

DUMPSTER ENCLOSURE DETAIL

NOTE: DUMPSTER ENCLOSURES TO BE CONSTRUCTED AND LANDSCAPED AS PER TOWN OF CLAYTON
UNIFIED DEVELOPMENT CODE 155.0402 (6/12/14)



NOTE: THE DUMPSTER ENCLOSURE GATES
WILL BE EITHER VINYL, METAL OR
COMBINATION OF VINYL AND METAL.



DATE	BY	REVISION
01/15/14	AD	1. Initial design
02/10/14	AD	2. Revised design
03/10/14	AD	3. Final design

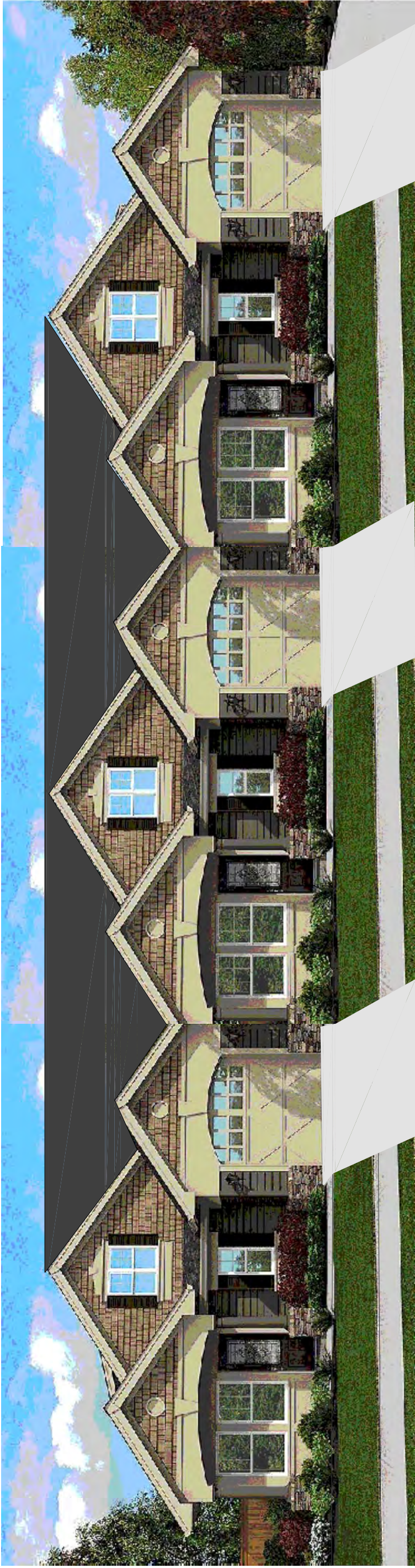
1. The unit is approved for use by USPS and private mail carriers.
2. Decorative mailbox accessories sold separately and are USPS Approved.
3. Installation should be installed with included Rubber Foot.
4. Reference to "see" is not to be construed as a reference to the USPS.
5. Reference to "see" is not to be construed as a reference to the USPS.
6. Reference to "see" is not to be construed as a reference to the USPS.

CLUSTER MAIL BOX UNIT

NOT TO SCALE

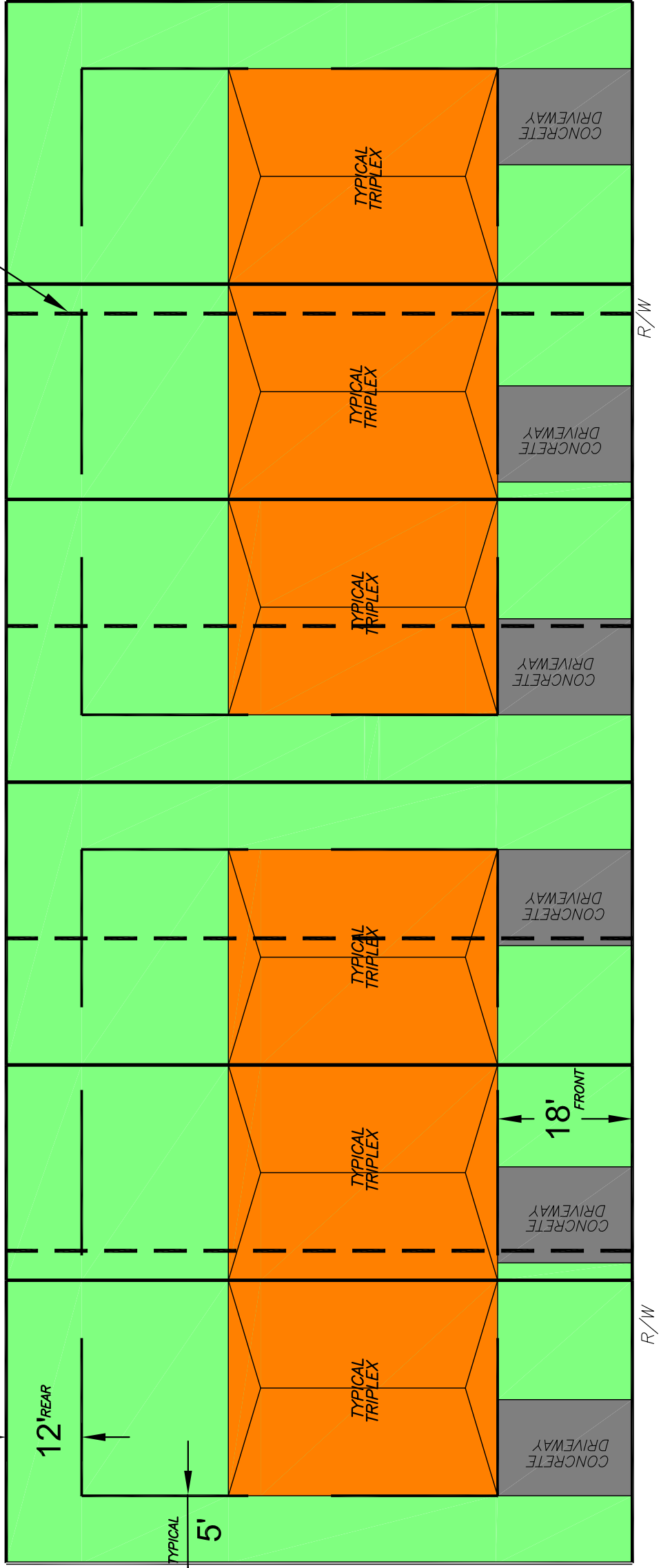
SINGLE FAMILY ATTACHED - (TRIPLEX)

NOT TO SCALE



TYPICAL ELEVATION

SINGLE FAMILY DETACHED LOT
LINES PER CURRENT MASTER PLAN



MINIMUM BUILDING SETBACKS
FRONT = 18'
SIDE = 5'
REAR = 12'
STREET SIDE = 12'
INTERIOR SIDE = ZERO LOT LINE
BUILDING SEPARATION = 10'

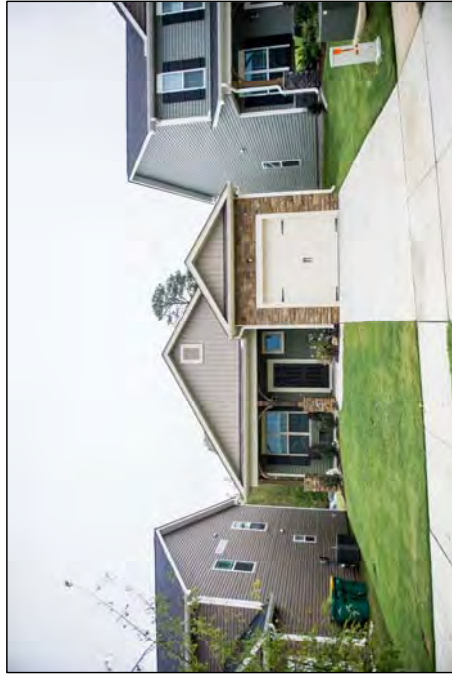
NOTE:
MINIMUM LOT WIDTH = 25'
MINIMUM LOT DEPTH = 80'

Developer requests flexibility to construct up
to a maximum of 75 attached (Triplex)
units (see above in place of approximately
65 single family detached homes. Locations
and exact number to be determined by
substantial. The requested overall lot unit
count will not be exceeded.

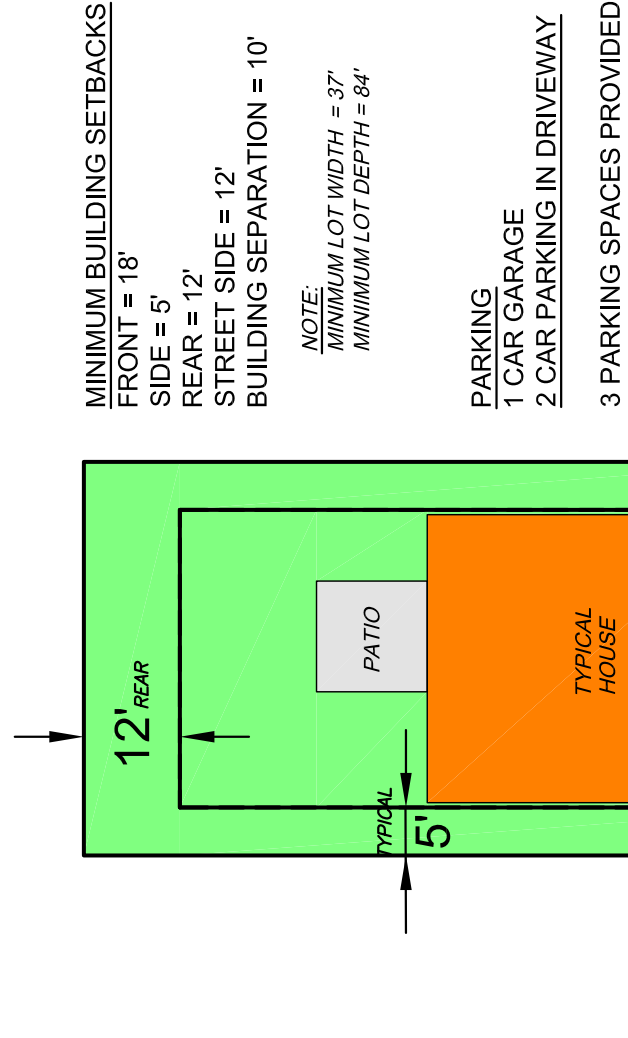
SINGLE FAMILY DETACHED

SCALE: 1" = 20'-0"

*NOTE: PHASES TO BE SUBMITTED SHALL REQUIRE FINAL PLAN REVIEW AND
APPROVAL BY THE TOWN OF SMITHFIELD.



*NOTE: PHOTOGRAPH TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



NOTES

1. MAXIMUM BUILDING HEIGHT = 35'
2. MAXIMUM IMPERVIOUS AREA = 70%
3. MAXIMUM LOT COVERAGE = 50%
4. MINIMUM LOT SIZE = 3,145 SF

STREET
50' PUBLIC R/W

- 1. SIDEWALK
- 2. TREE STRIP
- 3. CURB
- 4. DRIVEWAY
- 5. SIDEWALK
- 6. TREE STRIP
- 7. CURB
- 8. DRIVEWAY
- 9. SIDEWALK
- 10. TREE STRIP
- 11. CURB
- 12. DRIVEWAY
- 13. SIDEWALK
- 14. TREE STRIP
- 15. CURB
- 16. DRIVEWAY
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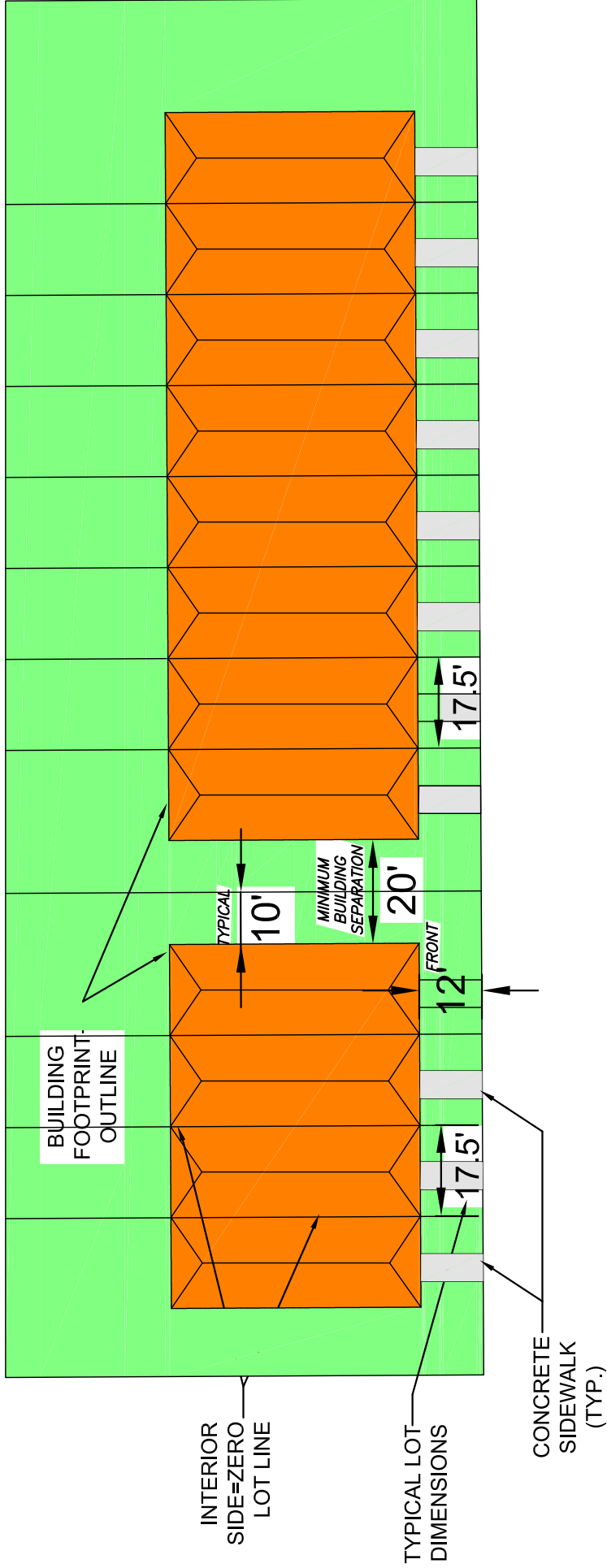
TOWNHOMES

NOT TO SCALE



TYPICAL ELEVATION

TOWNHOMES DIMENSIONAL INFORMATION



MINIMUM BUILDING SETBACKS
FRONT = 12'
SIDE = 5'
REAR = 12'
STREET SIDE = 12'
BUILDING SEPARATION = 20'

DIMENSIONAL INFORMATION

NOTE:
MINIMUM LOT WIDTH = 17.5'
MINIMUM LOT DEPTH = 80'

1. SETBACKS AS SHOWN ARE TYPICAL
2. MAXIMUM BUILDING HEIGHT = 35'
3. MAXIMUM IMPERVIOUS AREA = 70%
4. MAXIMUM LOT COVERAGE = 50%
5. MINIMUM LOT SIZE = 1,400 SF

CONCRETE
SIDEWALK
(TYP.)

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PLANNING DEPARTMENT
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, RZ-18-04, were notified by First Class Mail on 3-19-18.

Mark E. Helmer
Signature

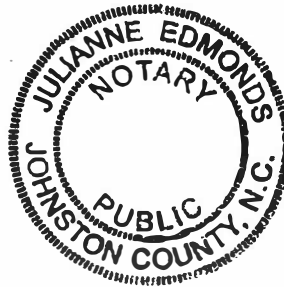
Johnston County, North Carolina

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

19th day of March, 2018

Julianne Edmonds
Notary Public Signature

Julianne Edmonds
Notary Public Name



My Commission expires on Jan 15, 2023
(Seal)

1800 Block of Buffalo Road



Project Name: Buffalo Road Rezoning

File Number:
RZ-18-04
SUP-18-02

Existing Zoning:
R-8 (Residential)

Proposed Zoning:
R-8 (Residential) to
R-8 (Planned Unit
Development)

Property Owner:
W. Frank Lee

Applicant:
Adams and Hodge
Engineering, PC

Location: Buffalo Road

Tax ID# 14075013

Map created by the
Mark E. Heimer, AICP
Senior Planner,
GIS Specialist
on 1/23/2018

1 inch = 200 feet



Location of Proposed
Rezoning from R-8 to R-8 PUD



Request for Town Council Action

**Public
Hearing:** **ZA-18-02**
Date: 04/03/2018

Subject: Unified Development Ordinance Text Amendment
Department: Planning
Presented by: Stephen Wensman, Planning Director
Presentation: Public Hearing

Issue Statement

The Planning Department is requesting adoption of the Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) for Johnston County and associated amendment to the Unified Development Ordinance (UDO) Flood Damage Prevention Ordinance.

Financial Impact

There will be no financial impact to the Town.

Action Needed

To review the requested amendment, hold a public hearing and to make a decision on the adoption of the Flood Insurance Study (FIS) for Johnston County and proposed UDO amendment.

Recommendations

The Planning Department and Planning Board recommend adopting the Flood Insurance Study (FIS) for Johnston County and the proposed ordinance amendment to Article 10 and Appendix A of the UDO with a statement declaring how the request is consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Application and Petition for Amendment to the UDO
4. Model Ordinance
5. Draft Ordinance



Staff Report

Public Hearing **ZA-18-02**

The Town of Smithfield is required to adopt the Federal Emergency Management Agency (FEMA) revised Flood Insurance Study (FIS) for Johnston County which includes both the revised Digital Flood Insurance Rate Map (DFIRM) and North Carolina Model Flood Damage Prevention Ordinance as developed by the North Carolina Department of Public Safety.

Adoption of the FIS and mandatory **revisions to the Town of Smithfield's existing Flood Damage Prevention Ordinance** must occur no later than June 20, 2018. Failure to adopt the FIS and make the mandatory revisions to the Town of Smithfield Unified Development Ordinance (UDO) within the time allotted will result in the Town of Smithfield being suspended from the Nation Flood Insurance Program (NFIP) and all flood insurance policies **within the Town of Smithfield's planning and zoning jurisdiction will be canceled.**

The Planning Department is requesting adoption of revised Flood Insurance Study (FIS) for Johnston County and amendments to the Town of Smithfield Flood Damage Prevention Ordinance for continued participation and compliance with the National Flood Insurance Program.

STAFF ANALYSIS:

Many of the changes to the Town of Smithfield's existing Flood Damage Prevention Ordinance are mandatory, while others are recommended changes not necessarily required to participate in National Flood Insurance Program. For usability and enforcement purposes, the proposed ordinance amendment generally mirrors proposed changes that will be adopted by Johnston County. Modifications to the existing ordinance are represented by double underline for new text, strikethrough for deleted text. In addition, blue text represents text that is changed from the existing ordinance, green text represents new text and, red text represents items to be deleted.

Summary of Mandatory Changes:

- Required determination by UDO Administrator of market value, repair value and make a determination as to whether substantial damages or substantial improvement thresholds are met and to notify the applicant of the findings.
- Required time period for use in establishing substantial damages and substantial improvements.
- Failure to comply with UDO Administrator orders for correction of violation will be classified as a Class 1 misdemeanor pursuant to NC G.S 143-215.58.
- Penalties for violations are increasing from \$50 to \$100 per day
- All electrical, heating, air conditioning and ventilation for new construction will be required to be 2 feet above base flood elevations or be water tight.
- Alteration and repairs are no longer classified as new construction.
- Non-residential structures with basements shall be no lower than 2 feet above base flood elevation or be constructed of robust material and flood proofed.
- All above ground fuel tanks must be elevated two (2) feet above base flood elevation or be strapped down.
- Use of NAVD 1988 vertical datum will replace the use of mean sea level tidal datum
- Minor text changes design to clarify existing regulations.
- Additional definitions of commonly used terms.

Summary of Voluntary Changes:

- Prohibit fill within a special food hazard area which is currently allowed. Staff recommends no change.
- Increase in freeboard which is currently set at two (2) feet. Staff recommends no change.
- Fully enclosed area of new construction or substantially improved structure which is below the lowest floor shall not be temperature controlled. (staff recommended)
- A statement is placed on the permit stating that all material below the base flood elevation must be made from flood resistant material. (staff recommended)
- Property owner requirement to execute and record a non-conversion agreement for spaces below the lowest floor and agree to annual inspections by Town staff. (staff does not recommend)
- Required time period for establishing substantial damages and substantial improvements. Time period language required but period can vary based on community needs. Staff recommends 1 year for substantial improvements and 10 years for substantial damages. The substantial damage threshold is more stringent to avoid repetitive loss penalties to property owners that include ineligibility for Increased Cost of Compliance (ICC) benefits that are often needed for required elevating of flood damaged structures.

DFIRM Analysis:

- Over 1,200 properties within the Town of Smithfield Planning and Zoning Jurisdiction are affected by Special Flood Hazard Areas.
- Sandy Run and surrounding area will have approximately 86 properties 66 structures removed from the 100 year floodplain.
- FIS now includes a detailed study area of Buffalo Creek from North Brightleaf Boulevard to US 70 Bypass.
- Spring Branch 100 year floodplain and floodway appears to be smaller in area.
- Neuse River floodway appears to have increased in area in most places.
- The majority of other changes appear to be from the natural meandering of the creeks and streams and can be seen through the subtle shifting of its floodway and floodplain from one side to the other.

PLANNING DEPARTMENT FINDINGS AND RECOMMENDATIONS:

Planning staff finds the Flood Insurance Study (FIS) for Johnston County and ordinance amendment is consistent with the Comprehensive Land Use Plan which identifies and recommends areas within the floodway as Conservation Districts.

Planning staff finds the Flood Insurance Study (FIS) for Johnston County and proposed ordinance amendment is reasonable and in the public interest because they reduce the loss of life and property damage caused by flooding.

The Planning Department recommends adoption of the Flood Insurance Study (FIS) for Johnston County and approval of proposed ordinance amendment to the Town of Smithfield Unified Development Ordinance, Article 10, Part VII, Flood Damage Prevention Ordinance, Non-Coastal Regular Phase and Appendix A. Definitions.

ACTION REQUESTED:

The Town Council is respectfully requested to:

- 1) Review the Flood Insurance Study (FIS) for Johnston County, hold a public hearing and make a decision on the adoption of the flood study and proposed ordinance amendment to the Town of Smithfield Unified Development Ordinance, Article 10, Part VII, Flood Damage Prevention Ordinance, Non-Coastal Regular Phase and Appendix A. Definitions.

- 2) And to adopt a consistency statement describing how the action is consistent with the Town of Smithfield Comprehensive Growth Management Plan and how it is reasonable and in the public's best interest.

DRAFT ORDINANCE # ZA-18-02
AN ORDINANCE TO AMEND
THE TOWN OF SMITHFIELD UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 10, PART VII, FLOOD DAMAGE PREVENTION, AND
APPENDIX A. DEFINITIONS
TO REFLECT STATE MANDATED CHANGES

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Unified Development Ordinance by making changes to the Town of Smithfield Unified Development Ordinance to adopt the revised Flood Damage Prevention Ordinance.

WHEREAS, it is the objective of the Smithfield Town Council to have the UDO promote regulatory efficiency and consistency and the health, safety, and general welfare of the community;

NOW, THEREFORE, be it ordained that the following Articles are amended to make the following changes set forth in the deletions (strikethroughs) and additions (double underlining) below:

Part 1

[Revise ARTICLE 10, PART VII, FLOOD DAMAGE PREVENTION and APPENDIX A DEFINITIONS content to reflect changes in the 2017 Revised North Carolina Model Flood Damage Prevention Ordinance for Non-Coastal Regular Phase Regions.]

PART VII. FLOOD DAMAGE PREVENTION, NON-COASTAL REGULAR PHASE.

DIVISION I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION 10.56 STATUTORY AUTHORIZATION.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare. Therefore, the Town Council of Smithfield, North Carolina, does ordain as follows.

SECTION 10.57 FINDINGS OF FACT.

10.57.1. The flood prone areas within the jurisdiction of the Town of Smithfield are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

10.57.2. These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

SECTION 10.58 STATEMENT OF PURPOSE.

It is the purpose of these regulations to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

10.58.1. Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;

10.58.2. Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;

10.58.3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

10.58.4. Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and

10.58.5. Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION 10.59 OBJECTIVES.

The objectives of this ordinance are to:

10.59.1. Protect human life, safety, and health;

10.59.2. Minimize expenditure of public money for costly flood control projects;

10.59.3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

10.59.4. Minimize prolonged business losses and interruptions;

10.59.5. Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;

10.59.6. Minimize damage to private and public property due to flooding;

10.59.7. Make flood insurance available to the community through the National Flood Insurance Program:

10.59.8. Maintain the natural and beneficial functions of floodplains:

10.59.6-9. Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and

10.59.7-10. Ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

DIVISION II. GENERAL PROVISIONS.

SECTION 10.60 LANDS TO WHICH THESE REGULATIONS APPLY.

These regulations shall apply to all Special Flood Hazard Areas within the jurisdiction, including extraterritorial jurisdictions (ETJs), of the Town of Smithfield and within the jurisdiction of any other community whose governing body agrees, by resolution, to such applicability.

SECTION 10.61 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Insurance Study (FIS) and ~~its accompanying Flood Insurance Rate Maps (FIRM), for Johnston County dated December 2, 2005, which are adopted by reference and declared to be a part of this ordinance.~~ Dated June 20, 2018 for Johnston County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of the Town of Smithfield are also adopted by reference and declared a part of this ordinance. Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.

The initial Flood Insurance Rate Maps are as follows for the jurisdictional areas at the initial date: Johnston County Unincorporated Area, dated September 30, 1983, and Town of Smithfield, dated April 1, 1982.

SECTION 10.62 ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A Floodplain Development Permit shall be required in conformance with the provisions of these regulations prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Section 10.61.

SECTION 10.63 COMPLIANCE.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of these regulations and other applicable regulations.

SECTION 10.64 ABROGATION AND GREATER RESTRICTIONS.

These regulations are not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where these regulations and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION 10.65 INTERPRETATION.

In the interpretation and application of these regulations, all provisions shall be:

10.65.1. Considered as minimum requirements;

10.65.2. Liberally construed in favor of the governing body; and

10.65.3. Deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION 10.66 WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town of Smithfield or by any officer or employee thereof for any flood damages that result from reliance on these regulations or any administrative decision lawfully made hereunder.

SECTION 10.67 PENALTIES FOR VIOLATION.

Violation of the provisions of these regulations or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a [Class 1](#) misdemeanor [pursuant to NC G.S. § 143-215.58](#). Any person who violates these regulations or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than ~~\$50.00~~ [\\$100.00](#) or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Smithfield from taking such other lawful action as is necessary to prevent or remedy any violation.

DIVISION III. ADMINISTRATION.

SECTION 10.68 DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The UDO Administrator, or his/her designee, hereinafter referred to as the "Floodplain Administrator," is hereby appointed to administer and implement the provisions of these regulations. [In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.](#)

SECTION 10.69 FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS.

10.69.1. Application Requirements.

Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:

10.69.1.1. A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:

10.69.1.1.1. The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;

10.69.1.1.2. The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Section 10.61, or a statement that the entire lot is within the Special Flood Hazard Area;

10.69.1.1.3. Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Section 10.61;

10.69.1.1.4. The boundary of the floodway(s) or non-encroachment area(s) as determined in Section 10.61;

10.69.1.1.5. The Base Flood Elevation (BFE) where provided as set forth in Section 10.61, Section 10.70, or Section 10.75;

10.69.1.1.6. The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and

10.69.1.1.7. The certification of the plot plan by a registered land surveyor or professional engineer.

10.69.1.2. Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:

10.69.1.2.1. Elevation in relation to ~~mean sea level~~ [NAVD 1988](#) of the proposed reference level (including basement) of all structures;

10.69.1.2.2. Elevation in relation to ~~mean sea level~~ [NAVD 1988](#) to which any non-residential structure in Zone AE, A or AO will be floodproofed; and

10.69.1.2.3. Elevation in relation to ~~mean sea level~~ [NAVD 1988](#) to which any proposed utility systems will be elevated or floodproofed.

10.69.1.3. If floodproofing, a Floodproofing Certificate (FEMA Form 81-65) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.

10.69.1.4. A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of these regulations are met. These details include but are not limited to:

10.69.1.4.1. The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and

10.69.1.4.2. Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Section 10.74.4.3 when solid foundation perimeter walls are used in Zones A, AO, AE, and A1-30.

10.69.1.5. Usage details of any enclosed areas below the lowest floor.

10.69.1.6. Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.

10.69.1.7. Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.

10.69.1.8. Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Sections 10.74.6 and 10.74.7 of these regulations are met.

10.69.1.9. A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both

upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

10.69.2. Permit Requirements.

The Floodplain Development Permit shall include, but not be limited to:

10.69.2.1. A complete description of all the development to be permitted under the floodplain development permit. (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).

10.69.2.2. The Special Flood Hazard Area determination for the proposed development in accordance with available data specified in Section 10.61.

10.69.2.3. The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.

10.69.2.4. The Regulatory Flood Protection Elevation required for the protection of all public utilities.

10.69.2.5. All certification submittal requirements with timelines.

10.69.2.6. A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse, ~~as applicable.~~ unless the requirements of Section 10.77, have been met.

10.69.2.7. The flood openings requirements, if in Zones A, AO, AE or A1-30.

10.69.2.8. Limitations of below BFE enclosure uses, if applicable (i.e., parking, building access and limited storage only).

10.69.2.9 A statement, that all materials below BFE / RFPE must be flood resistant materials

10.69.3. Certification Requirements.

10.69.3.1. Elevation Certificates.

10.69.3.1.1. An Elevation Certificate (FEMA Form 81-31) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to mean sea level. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to

submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.

10.69.3.2. An Elevation Certificate (FEMA Form 81-31) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to mean sea level. Any work done within the seven (7) day calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.

10.69.3.3. A final as-built Elevation Certificate (FEMA Form 81-31) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

10.69.3.2. Floodproofing Certificate. If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form ~~81-65~~ [086-0-3481-65](#)), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to ~~mean sea level~~ [NAVD 1988](#). Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

10.69.3.3 A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

10.69.3.3.4. If a manufactured home is placed within Zone A, AO, AE, or A1-30 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Section 10.74.3.2.

10.69.3.4.5. If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

10.69.3.4.5.6. Certification Exemptions. The following structures, if located within Zone A, AO, AE or A1-30, are exempt from the elevation/floodproofing certification requirements specified in Sections 10.69.3.1 and 10.69.3.2.

10.69.3.5.6.1. Recreational Vehicles meeting requirements of Section 10.74.6.1;

10.69.3.5.6.2. Temporary Structures meeting requirements of Section 10.74.7;
and

10.69.3.5.6.3. Accessory Structures less than 150 square feet meeting requirements of Section 10.74.8.

10.69.4 Determinations for existing buildings and structures.

10.69.4.1 For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and

structures, the Floodplain Administrator, in coordination with the Building Official, shall:

10.69.4.1.1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

10.69.4.1.2 Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

10.6.4.1.3 Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

10.69.4.1.4 Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

SECTION 10.70 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator shall perform, but not be limited to, the following duties:

10.70.1. Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas to assure that the requirements of these regulations have been satisfied.

10.70.2. Review all proposed development within Special Flood Hazard Areas to assure that all necessary Local, State and Federal permits have been received.

10.70.3. Notify adjacent communities and the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

10.70.4. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.

10.70.5. Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Section 10.77 are met.

10.70.6. Obtain actual elevation (in relation to mean sea level) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Section 10.69.3.

10.70.7. Obtain actual elevation (in relation to mean sea level) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of Section 10.69.3.

10.70.8. Obtain actual elevation (in relation to mean sea level) of all public utilities in accordance with the provisions of Section 10.69.3.

10.70.9. When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Sections 10.69.3 and 10.74.2.

10.70.10. Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

10.70.11. When Base Flood Elevation (BFE) data has not been provided in accordance with the provisions of Section 10.61, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a Federal, State, or other source, including data developed pursuant to Section 10.75.2.2, in order to administer the provisions of these regulations.

10.70.12. When Base Flood Elevation (BFE) data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of Section 10.61 obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a Federal, State, or other source in order to administer the provisions of these regulations. **10.70.13.** When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the Base Flood Elevation (BFE), advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file.

10.70.14. Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

10.70.15. Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain

Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.

10.70.16. Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

10.70.17. Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

10.70.18. Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

10.70.19. Follow through with corrective procedures of Section 10.71.

10.70.20. Review, provide input, and make recommendations for variance requests.

10.70.21. Maintain a current map repository to include, but not limited to, [historical and effective](#) the FIS Report, [historical and effective](#) FIRM and other official flood maps and studies adopted in accordance with the provisions of Section 10.61 of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.

10.70.22. Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

SECTION 10.71 CORRECTIVE PROCEDURES.

10.71.1. Violations to be Corrected.

When the Floodplain Administrator finds violations of applicable State and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

10.71.2. Actions in Event of Failure to Take Corrective Action.

If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:

10.71.2.1. That the building or property is in violation of the floodplain management regulations;

10.71.2.2. That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and

10.71.2.3. That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.

10.71.3. Order to Take Corrective Action.

If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than one hundred eighty (180) calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.

10.71.4. Appeal.

Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

10.71.5. Failure to Comply with Order.

If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a [Class 1](#) misdemeanor [pursuant to NC G.S. § 143-215.58](#) and shall be punished at the discretion of the court.

SECTION 10.72 VARIANCE PROCEDURES.

10.72.1. The Town Council as established by the Town of Smithfield, hereinafter referred to as the "appeal board," shall hear and decide requests for variances from the requirements of these regulations.

10.72.2. Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.

10.72.3. Variances may be issued for:

10.72.3.1. The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;

10.72.3.2. Functionally dependent facilities if determined to meet the definition as stated in Appendix A of this ordinance, provided provisions of Sections 10.72.9.2, 10.72.9.3, and 10.72.9.5 have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or

10.72.3.3. Any other type of development, provided it meets the requirements of this Section.

10.72.4. In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

10.72.4.1. The danger that materials may be swept onto other lands to the injury of others;

10.72.4.2. The danger to life and property due to flooding or erosion damage;

10.72.4.3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner; **10.72.4.4.** The importance of the services provided by the proposed facility to the community;

10.72.4.5. The necessity to the facility of a waterfront location as defined under Appendix A of this ordinance as a functionally dependent facility, where applicable;

10.72.4.6. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

10.72.4.7. The compatibility of the proposed use with existing and anticipated development;

10.72.4.8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

10.72.4.9. The safety of access to the property in times of flood for ordinary and emergency vehicles;

10.72.4.10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

10.72.4.11. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

10.72.5. A written report addressing each of the above factors shall be submitted with the application for a variance.

10.72.6. Upon consideration of the factors listed above and the purposes of these regulations, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of these regulations.

10.72.7. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the Base Flood Elevation (BFE) and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE will result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.

10.72.8. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the State of North Carolina upon request.

10.72.9. Conditions for Variances:

10.72.9.1. Variances shall not be issued when the variance will make the structure in violation of other Federal, State, or local laws, regulations, or ordinances.

10.72.9.2. Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.

10.72.9.3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

10.72.9.4. Variances shall only be issued prior to development permit approval.

10.72.9.5. Variances shall only be issued upon:

10.72.9.5.1. A showing of good and sufficient cause;

10.72.9.5.2. A determination that failure to grant the variance would result in exceptional hardship; and

10.72.9.5.3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

10.72.10. A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met.

10.72.10.1. The use serves a critical need in the community.

10.72.10.2. No feasible location exists for the use outside the Special Flood Hazard Area.

10.72.10.3. The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation.

10.72.10.4. The use complies with all other applicable Federal, State and local laws.

10.72.10.5. The Town of Smithfield has notified the Secretary of the North Carolina Department of Crime Control and Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

DIVISION IV. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION 10.73 GENERAL STANDARDS.

In all Special Flood Hazard Areas the following provisions are required:

10.73.1. All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.

10.73.2. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

10.73.3. All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.

10.73.4. All new ~~E~~ electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or

~~accumulating within the components during conditions of flooding to the Regulatory Flood Protection Elevation. These include, but are not limited to, HVAC equipment, water softener equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electrical meter, panels/boxes, utility/cable boxes, water heaters, and electric outlets/switches .units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.~~

10.73.4.1 Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.

10.73.4.2 Replacements that are for maintenance and not part of a substantial improvement may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.

10.73.5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

10.73.6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.

10.73.7. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

~~**10.73.8.** Any alteration, repair, reconstruction, or improvements to a structure, which is in compliance with the provisions of these regulations, shall meet the requirements of "new construction" as contained in this ordinance.~~

10.73.9.8. Nothing in these regulations shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.

~~**10.73.10.9.**~~ New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Section 10.72.10. A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or

floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Section 10.69.3.

10.73.11-10. All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.

10.73.12-11. All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

10.73.13-12. All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.

10.73.14-13. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

10.73.15-14. When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.

10.73.16-15. When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest Base Flood Elevation (BFE) shall apply.

SECTION 10.74 SPECIFIC STANDARDS.

In all Special Flood Hazard Areas where Base Flood Elevation (BFE) data has been provided, as set forth in Section 10.61, or Section 10.75, the following provisions, in addition to the provisions of Section 10.73, are required:

10.74.1. Residential Construction.

New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Appendix A of this ordinance. **10.74.2.**

10.74.2 Non-Residential Construction.

New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Appendix A of this ordinance. Structures located in [Zones](#) A, AE, AO, and A1-30 [A99 Zones](#) [and](#) may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using

structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Section 10.78.2. A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Section 10.69.3, along with the operational plan and the inspection and maintenance plan.

10.74.3. *Manufactured Homes.*

10.74.3.1. New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation, as defined in Appendix A of this ordinance.

10.74.3.2. Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

10.74.3.3. All enclosures or skirting below the lowest floor shall meet the requirements of Section 10.74.4.

10.74.3.4. An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.

10.74.4. *Elevated Buildings.*

Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:

10.74.4.1. Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

10.74.4.2 Shall not be temperature-controlled or conditioned;

10.74.4.2.3. Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and

10.74.4.3.4. Shall include, in Zones A, AO, AE, and A1-30, flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

10.74.4.3.4.1. A minimum of two flood openings on different sides of each enclosed area subject to flooding;

10.74.4.3.4.2. The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;

10.74.4.3.4.3. If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

10.74.4.3.4.4. The bottom of all required flood openings shall be no higher than one (1) foot above the adjacent grade;

10.74.4.3.4.5. Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and

10.74.4.3.4.6. Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

10.74.5. Additions/Improvements.

10.74.5.1. Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

10.74.5.1.1. Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.

10.74.5.1.2. A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

10.74.5.2. Additions to post-FIRM structures with no modifications to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.

10.74.5.3. Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

10.74.5.3.1. Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction.

10.74.5.3.2. A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

10.74.5.4. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 50 percent of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

10.74.5.4.1 Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.

10.74.5.4.1 Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

10.74.6. Recreational Vehicles.

Recreational vehicles shall either:

~~10.74.6.1. Be on site for fewer than 180 consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions); or~~

~~10.74.6.2. Meet all the requirements for new construction.~~

10.74.6.1. Temporary Placement

10.74.6.1.1. Be on site for fewer than 180 consecutive days; or

10.74.6.1.2. Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.

10.74.6.2. Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction

10.74.7. Temporary Non-Residential Structures.

Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

10.74.7.1. A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;

10.74.7.2. The name, address, and phone number of the individual responsible for the removal of the temporary structure;

10.74.7.3. The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);

10.74.7.4. A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

10.74.7.5. Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.

10.74.8. Accessory Structures.

When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

10.74.8.1. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);

10.74.8.2. Accessory structures shall not be temperature-controlled;

10.74.8.3. Accessory structures shall be designed to have low flood damage potential;

10.74.8.4. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

10.74.8.5. Accessory structures shall be firmly anchored in accordance with the provisions of Section 10.73.1;

10.74.8.6. All service facilities such as electrical shall be installed in accordance with the provisions of Section 10.73.4; and

10.74.8.7. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Section 10.74.4.3.

10.74.9. An accessory structure with a footprint less than 150 square feet that satisfies the criteria outlined above does not require an elevation or flood proofing certificate. Elevation or flood proofing certifications are required for all other accessory structures in accordance with Section 10.69.3.

10.74.9.1. Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

10.74.9.2. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or

10.74.9.3. lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;

10.74.9.4 Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

10.74.9.5 Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of section 10.73.2 of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tanks during design flood conditions.

10.74.9.6. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

10.74.9.6.1. At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

10.74.9.6.2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

10.74.10 Other Development.

10.74.10.1 Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 10.65 of this ordinance.

10.74.10.2 Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 10.65 of this ordinance.

10.74.10.3 Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 10.65 of this ordinance.

SECTION 10.75 STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Section 10.61, where no Base Flood Elevation (BFE) data has been provided by FEMA, the following provisions, in addition to the provisions of Section 10.73, shall apply:

10.75.1. No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

10.75.2. The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:

10.75.2.1. When Base Flood Elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Sections 10.73 and 10.74.

10.75.2.2. When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Sections 10.74 and 10.77.

10.75.2.3. All subdivision, manufactured home park and other development proposals shall provide Base Flood Elevation (BFE) data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such Base Flood Elevation (BFE) data shall be adopted by reference in accordance with Section 10.61 and utilized in implementing this ordinance.

10.75.2.4. When Base Flood Elevation (BFE) data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Appendix A. All other applicable provisions of Section 10.74 shall also apply.

SECTION 10.76 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where Base Flood Elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

10.76.1. Standards of Sections 10.73 and 10.74; and

10.76.2. Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

SECTION 10.77 FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Section 10.61. The floodways and non-encroachment areas are

extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Section 10.73 and 10.74, shall apply to all development within such areas:

10.77.1. No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:

10.77.1.1. it is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit, or

10.77.1.2. A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment.

10.77.2. If Section 10.77.1 is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

10.77.3. No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:

10.77.3.1. The anchoring and the elevation standards of Section 10.74.3; and

10.77.3.2. The no encroachment standard of Section 10.77.1

SECTION 10.78 STANDARDS OF AREAS OF SHALLOW FLOODING (ZONE AO).

Located within the Special Flood Hazard Areas established in Section 10.61, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Sections 10.73 and 10.74, all new construction and substantial improvements shall meet the following requirements:

10.78.1. The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of two (2) feet, above the highest adjacent grade; or at least two (2) feet above the highest adjacent grade plus a freeboard of two (2) feet if no depth number is specified.

10.78.2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Section 10.78.1 so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and

hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Sections 10.69.3 and 10.74.2.

10.78.3. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

SECTION 10.79 STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in 10.61, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent -annual -chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to 10.73 and 10.74, all new construction and substantial improvements shall meet the following requirements:

10.79.1 Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

DIVISION V. LEGAL STATUS PROVISIONS.

SECTION 10.79.80 EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING REGULATIONS.

These regulations in part come forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance, adopted May 2, 1982, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the Flood Damage Prevention Ordinance of the Town of Smithfield enacted on May 2, 1982, as amended, which are not reenacted herein are repealed.

SECTION 10.80.81 EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of these regulations.

SECTION 10.82 SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

SECTION 10.81-83. EFFECTIVE DATE. These regulations shall become effective upon adoption of the Town of Smithfield Unified Development Ordinance.

AND, be it ordained that Appendix A is amended to make the following changes set forth in the deletions (strikethroughs) and additions (double underlining) below.

Alteration of a watercourse

A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Area of future-conditions flood hazard

The land area that would be inundated by the 1-percent-annual-chance (100- year) flood based on future-conditions hydrology.

Design flood

See "Regulatory Flood Protection Elevation."

Development activity

Any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

Digital Flood Insurance Rate Map (DFIRM)

The digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

Existing building and existing structure

Building and/or structure for which the "start of construction" commenced before date the community's first floodplain management ordinance was adopted.

Flood-resistant material

Building product [material, component or system capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above- grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials. Please refer to Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway

The channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway encroachment analysis

An engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and models.

Letter of Map Change (LOMC)

An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) Letter of Map Amendment (LOMA):

An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) Letter of Map Revision (LOMR):

A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) Letter of Map Revision Based on Fill (LOMR-F):

A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional Letter of Map Revision (CLOMR):

A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light duty truck

Any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest Adjacent Grade (LAG)

The lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

Mean Sea Level

~~For purposes of this ordinance, the North American Vertical Datum (NAVD) as corrected 1988, to which Base Flood elevations (BFEs) shown on a DFIRM are referenced. North Carolina uses NAVD 1988.~~

Recreational Vehicle

A vehicle which is;

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck;
- (4) Not ~~Designed primarily not~~ for use as a permanent primary dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, ~~and is fully licensed and ready for highway use.~~

Substantial Damage

Damage of any origin sustained by a structure during any ten-year period whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement

Any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any 1-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This item includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or

- (2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Section 10.72 of this ordinance.

Technical bulletin and technical fact sheet

A FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

PART 2

That the Unified Development Ordinance shall be page numbered and revision dated as necessary to accommodate these changes.

PART 3

That these amendments of the Unified Development Ordinance shall become effective upon adoption.

Duly adopted this the 3th day of April, 2018.

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
ZA-18-02**

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

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

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

IN THE EVENT THAT THE MOTION TO RECOMMEND APPROVAL OF THE ORDINANCE AMENDMENT,

That the final action regarding zoning ordinance amendment ZA-18-02 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the regularly scheduled meeting of Town Council; and

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

IN THE EVENT THAT THE MOTION TO RECOMMEND APPROVAL OF THE ORDINANCE FAILS,

That the final action regarding zoning ordinance amendment ZA-18-02 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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

Draft
Smithfield Planning Board Minutes
Thursday, March 1, 2018
6:00 P.M., Town Hall, Council Chambers

Members Present:

Chairman Stephen Upton
Oliver Johnson
Mark Lane
Michael Taylor
Eddie Foy
Teresa Daughtry
Ashley Spain

Members Absent:

Daniel Sanders

Staff Present:

Mark Helmer, Senior Planner
Julie Edmonds, Administrative Assistant

Staff Absent:

CALL TO ORDER

Mr. Upton identified the Planning Board members as well as, Planning Department staff.

AMENDMENTS TO THE AGENDA

None

APPROVAL OF MINUTES from February 1, 2018

Eddie Foy made a motion, seconded by Teresa Daughtry to approve the minutes as written.

Unanimous

New Business

ZA-18-02 Town of Smithfield:

The Town of Smithfield is required to adopt the Federal Emergency Management Agency (FEMA) revised Flood Insurance Study (FIS) for Johnston County which includes both the revised Digital Flood Insurance Rate Map (DFIRM) and North Carolina Model Flood Damage Prevention Ordinance as developed by the North Carolina Department of Public Safety. Adoption of the FIS and mandatory revisions to the Town of Smithfield's existing Flood Damage Prevention Ordinance must occur no later than June 20, 2018. Failure to adopt the FIS and make the mandatory revisions to the Town of Smithfield Unified Development Ordinance (UDO) within the time allotted will result in the Town of Smithfield being suspended from the Nation Flood Insurance Program (NFIP) and all flood insurance policies within the Town of Smithfield's planning and zoning jurisdiction will be canceled. The Planning Department is requesting adoption of revised Flood Insurance Study (FIS) for Johnston County and amendments to the Town of Smithfield Flood Damage Prevention Ordinance for continued participation and compliance with the National Flood Insurance Program. There are two parts to the Flood Insurance Study, one is the map and the other is the ordinance. North Carolina is going to all

digital flood insurance maps. They're available online by logging onto the Flood Risk Information System webpage. There are approximately 1,200 properties within the Smithfield city limits and ETJ that are affected by flood plain. Sandy Run will have around 86 properties removed as well as 66 structures from the 100 year flood plain.

Mr. Foy asked what was meant by 1,200 properties being affected.

Mr. Helmer said there are 1,200 properties currently within flood hazard areas within the Town of Smithfield.

Mr. Foy asked if these properties required flood insurance.

Mr. Helmer said yes, however some properties are pasture, some adjacent to the Neuse River, some woodland and some subdivisions.

Mr. Foy asked if there are areas in the flood zone now that weren't before.

Mr. Helmer said yes, more properties are being removed from the 100 year flood plain than added.

Mr. Lane asked why these properties are being removed.

Mr. Helmer said the Town of Smithfield has been going back and forth with FEMA and Emergency Management to get them to understand that's not a flood plain and never has been. We finally found proof on the ground. There is another culvert going under the railroad tracks. Once found we passed it along, they plugged it into their model and ran the information again. They now understand it isn't a flood plain.

Mr. Johnson asked if the property owners in the flood plain have been notified they may need flood insurance.

Mr. Helmer said yes, as part of FEMA's process they notified the public and held public hearings in which the public was invited to attend. Now it is left to us to adopt a map, we will run a half page ad in the newspaper with the map on it. We will let everyone know there will be a public hearing and Town Council will receive public comment.

Mrs. Daughtry asked if there were drainage issues that would not normally cause this area to flood.

Mr. Helmer said sometimes channelization will cause flooding.

Mrs. Daughtry said she asked because if you look behind Cox Repair, there's a ditch. It has been filled in multiple times. Therefore, when it rains that water has nowhere to go.

Mr. Helmer said ponding is different than flooding. Ponding happens when the ditch isn't deep enough. The water is always going to make it downhill to the creek.

Mr. Upton asked if these proposed changes would be adopted by Johnston County.

Mr. Helmer said yes, all communities in Johnston County have to adopt the flood study.

Mr. Helmer said we've got the map portion of that study, next would be the text of the Flood Damage Prevention Model. We're required to update to reflect the changes being mandated.

Summary of Mandatory Changes:

- Required determination by UDO Administrator of market value, repair value and make a determination as to whether substantial damages or substantial improvement thresholds are met and to notify the applicant of the findings.
- Required time period for use in establishing substantial damages and substantial improvements.
- Failure to comply with UDO Administrator orders for correction of violation will be classified as a Class 1 misdemeanor pursuant to NC G.S 143-215.58.
- Penalties for violations are increasing from \$50 to \$100 per day
- All electrical, heating, air conditioning and ventilation for new construction will be required to be 2 feet above base flood elevations or be water tight.
- Alteration and repairs are no longer classified as new construction.
- Non-residential structures with basements shall be no lower than 2 feet above base flood elevation or be constructed of robust material and flood proofed.
- All above ground fuel tanks must be elevated two (2) feet above base flood elevation or be strapped down.
- Use of NAVD 1988 vertical datum will replace the use of mean sea level tidal datum
- Minor text changes design to clarify existing regulations.
- Additional definitions of commonly used terms.

Summary of Voluntary Changes:

- Prohibit fill within a special food hazard area which is currently allowed. Staff recommends no change.
- Increase in freeboard which is currently set at two (2) feet. Staff recommends no change.
- Fully enclosed area of new construction or substantially improved structure which is below the lowest floor shall not be temperature controlled. (Staff recommended)
- A statement is placed on the permit stating that all material below the base flood elevation must be made from flood resistant material. (Staff recommended)
- Property owner requirement to execute and record a non-conversion agreement for spaces below the lowest floor and agree to annual inspections by Town staff. (Staff does not recommend)
- Required time period for establishing substantial damages and substantial improvements. Time period language required but period can vary based on community needs. Staff recommends 1 year for substantial improvements and 10 years for substantial damages. The substantial damage threshold is more stringent to avoid repetitive loss penalties to property

owners that include ineligibility for Increased Cost of Compliance (ICC) benefits that are often needed for required elevating of flood damaged structures.

Mrs. Daughtry said there has to be a point where you don't allow residents to rebuild that live in these flood prone areas.

Mr. Helmer said Emergency Management can make that call whether it's cheaper to buy out someone or continue to make a repetitive claim. It isn't handled at the local level such as the Town of Smithfield.

Mr. Upton said having heard this information and given the Planning Department has been given the extensive study; it all seems to be for the benefit of the Town. He asked if any board members had questions concerning Mr. Helmer's presentation.

Mr. Foy made a motion to approve ZA-18-02, the Flood Study and UDO Ordinance Amendment based on the fact the Planning Board finds the study consistent with the Comprehensive Land Use Plan. It identifies and recommends areas within the floodway as conservation districts. Also the Planning Board finds the Flood Insurance Study of Johnston County an ordinance amendment, is reasonable in the public interest and reduces the loss of life and property damage caused by flooding. He makes a motion that the Planning Board approves the Flood Study and the UDO ordinance amendment. Seconded by Teresa Daughtry. Unanimous.

ZA-17-06 Town of Smithfield

The Planning Department is requesting text amendments to Appendix A, Article 7 and Article 10 of the Town of Smithfield Unified Development Ordinance (UDO) that removes inconsistencies within the text and clarifies development standards as they pertain to flag lots and cul-de-sac streets.

Analysis:

The proposed zoning ordinance amendment will clarify development standards by:

- Creating a more descriptive definition of a flag lot;
- Eliminating inconsistent standards concerning flag lots;
- Establishing a flag lot width that can accommodate a standard public right-of-way and that will not hinder future planning and development efforts;
- Revising maximum cul-de-sac lengths within manufactured home parks.

Flag Lots:

Flag lots are so named because of the long, slender strips of land resembling flag poles that extend from the typically rectangular main sections of these lots — or the “flags” — out to the street. Each “flag pole” typically provides just enough street frontages for vehicle access and is often shared by several neighbors. Flag lots can also be thought of as permitted lots with reduced street frontage that allow access to otherwise landlocked parcel acreage. Use of flag lots recognizes the environmental and economic advantages in substituting private drive

lengths to tap land that would require additional street length and potentially greater disturbance and infrastructure costs.

The negative attributes of flag lots include potential burden on property owners to maintain longer driveways or private streets lengths, potential access constraints for emergency vehicles, and possible house-to-house relationships as flag lot dwellings may be perceived to be in the rear yards of the adjacent residences. In most cases however, the biggest drawback from creating flag lots is that no further land divisions or intensive land uses can occur when the property does not and cannot ever front on a public street due to inadequate land reserves needed for the construction of a public street from the existing public street to the flag portion of the lot to be divided. However, judicious use of flag lot arrangements can provide distinct benefits in residential design when its use, resulting lot size, dwelling orientation and access considerations are based on sound planning and community design criteria. With these considerations in mind, the Town of Smithfield Unified Development Ordinance has retained language allowing for newly created flag lots. The proposed amendment clarifies the existing flag lot provisions by creating a better definition of a flag lot. It will require flag lot dimensions to meet or exceed the underlying zoning district dimensional standards and sets the flag pole portion of the lot to a minimum width of 60' measured at the public right-of-way and were the pole portion of the lot intersects the flag portion of the lot.

Mrs. Daughtry asked if this had been a frequent problem here in Town.

Mr. Helmer said it happens more often in the ETJ because in more rural areas farmers are selling off road frontage or giving it away to other family members.

Mrs. Daughtry asked as an example, when you pass the airport and get to Rock Pillar Rd. on the left hand side, there's a house there. The property owner sold off lots toward the front of the property. Would the land owner have to change their driveway in order to build the other lots into housing?

Mr. Helmer said yes, all newly created lots have to front on a public street. If they would want to further divide behind the lots that front the public street they would have to build a road back there.

Mrs. Daughtry asked if this was required so Fire and EMS have easier access.

Mr. Helmer said yes

Cul-De-Sacs Street:

Cul-de-sac lots street frontage requirements will remain at 25'. The proposed ordinance amendment will clarify conflicting cul-de-sac length standards by increasing the maximum cul-de-sac length within planned manufactured home parks to 750 linear feet making them identical to traditional subdivisions standards.

Eddie Foy made a motion to approve ZA-17-06 based on the fact that the Planning Board finds the ordinance amendment is consistent with the Comprehensive Land Use Plan, which identifies the need for consistent roadway standards throughout the Towns Planning and Zoning district. The Planning Board finds the ordinance amendment is reasonable and will create standards that will apply to all proposed projects equally and fairly. Therefore the Planning Board recommends approval of the UDO Ordinance Amendment, which standardizes cul-de-sac streets and flag lot standards. Seconded by Teresa Daughtry. Unanimous.

Administrative Actions Report

Land Use Permit Report for January 1, 2017 through February 22, 2018

Site plans currently in review or approved as of March 1, 2018.

- Dollar General, West Market Street
- Penn Compression Molding, Inc., Components Drive
- Ample Storage, West Market Street
- Panera Bread, East Market Street
- Ford Dealership, North Brightleaf Boulevard

Next Planning Board Meeting:

Our next Planning Board Meeting is scheduled for April 5th, 2018 at 6:00 pm.

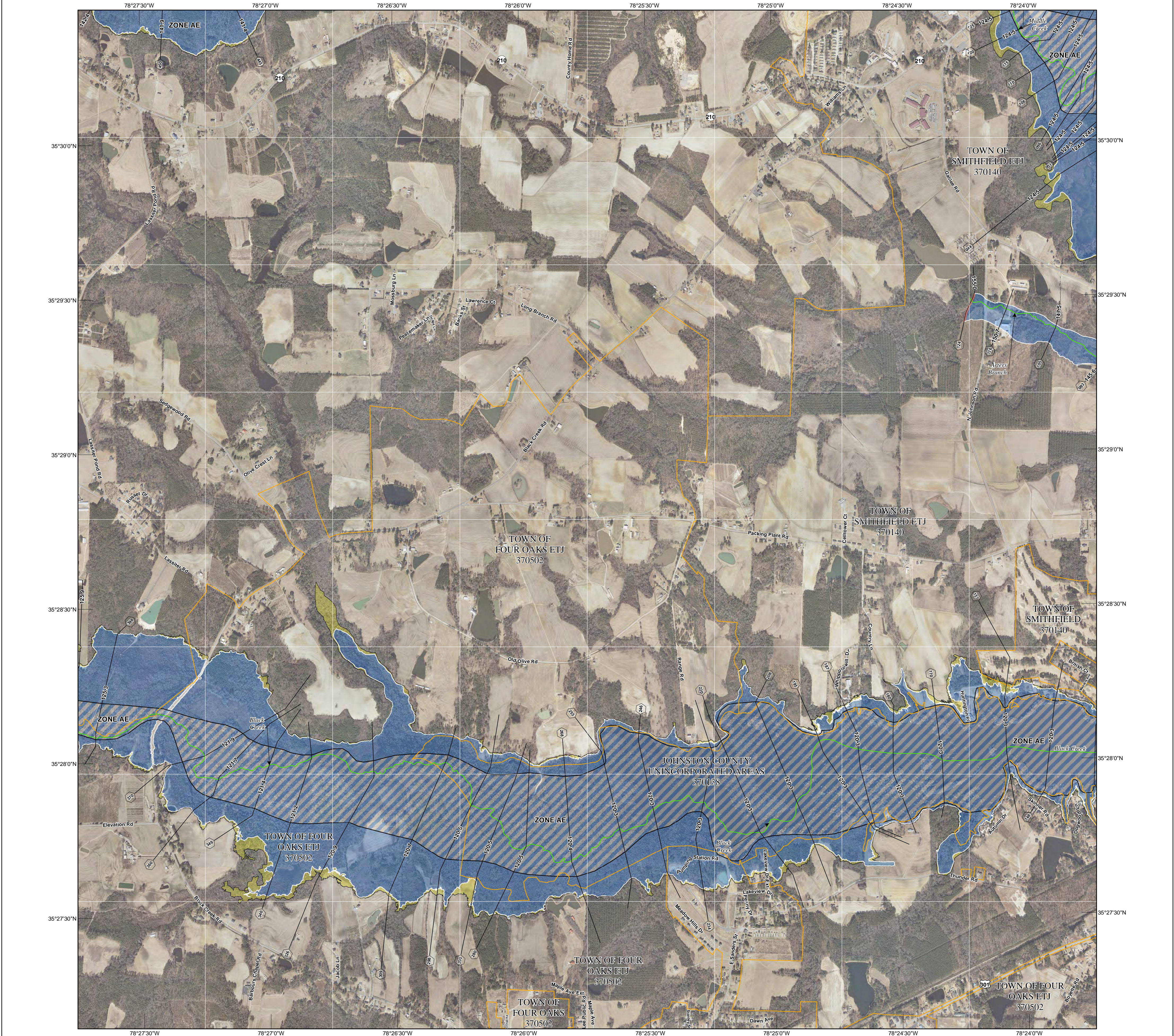
Mrs. Daughtry asked that the Planning Department staff further investigate the need for stub outs. She would like to know what other towns have done and report back to the Board at the next meeting.

Mrs. Daughtry made a motion that the Town invest time bringing back information based on similarities of Smithfield and whether these stub outs were a good or bad idea. Seconded by Eddie Foy. Unanimous.

Mark Lane made a motion to adjourn, seconded by Teresa Daughtry. Unanimous

Submitted this 2nd day of March, 2018

Julie Edmonds
Administrative Assistant
Planning Department



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Without Base Flood Elevation (BFE)

With BFE or Depth Zone AE, AO, AH, VE, AR

Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with Average Depth Less Than One Foot or With Drainage Areas of Less Than One Square Mile Zone X

Future Conditions 1% Annual Chance Flood Hazard Zone X

Area with Reduced Flood Risk due to Levee See Notes Zone X

Areas Determined to be Outside the 0.2% Annual Chance Floodplain Zone X

Channel, Culvert, or Storm Sewer Accredited or Provisionally Accredited Levee, Dike, or Floodwall

Non-accredited Levee, Dike, or Floodwall

BM5510 x North Carolina Geodetic Survey bench mark

BM5510 o National Geodetic Survey bench mark

BM5510 x Contractor Est. NCFMP Survey bench mark

Cross Sections with 1% Annual Chance Water Surface Elevation (BFE)

Coastal Transect

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

Limit of Study

Jurisdiction Boundary

OTHER AREAS OF FLOOD HAZARD

OTHER AREAS

GENERAL STRUCTURES

OTHER FEATURES

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Limit of Moderate Wave Action (LMWA)

CBRS Area

Otherwise Protected Area

COASTAL BARRIER RESOURCES SYSTEM (CBRS) NOTE

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SCALE

Map Projection:
North Carolina State Plane Projection Feet (Zone 3200)
Datum: NAD 1983 (Horizontal), NAVD 1986 (Vertical)

1 inch = 1,000 feet

1:12,000

0 500 1,000 2,000

Feet

0 150 300 600

Meters

PANEL LOCATOR

FEDERAL EMERGENCY MANAGEMENT AGENCY

U.S. DEPARTMENT OF HOMELAND SECURITY

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

NORTH CAROLINA

Cooperating Technical State

Panel 1662

Panel Contains:

COMMUNITY

FOUR OAKS, TOWN OF

JOHNSTON COUNTY

SMITHFIELD, TOWN OF

CID

370502

370138

370140

PANEL

1662

1662

1662

SUFFIX

K

K

K

PRELIMINARY

APRIL 30, 2014

MAP NUMBER

3720166200K

MAP REVISED

90



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OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with Average Depth Less Than One Foot or With Drainage Areas of Less Than One Square Mile Zone X
OTHER AREAS		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes Zone X
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		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Limit of Study
		Jurisdiction Boundary

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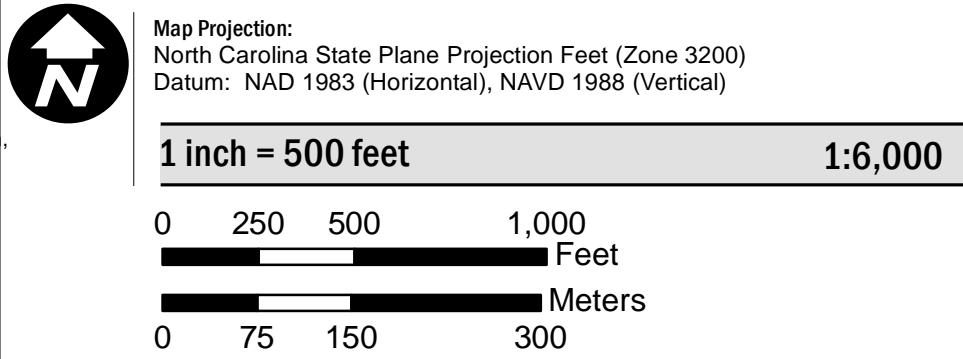
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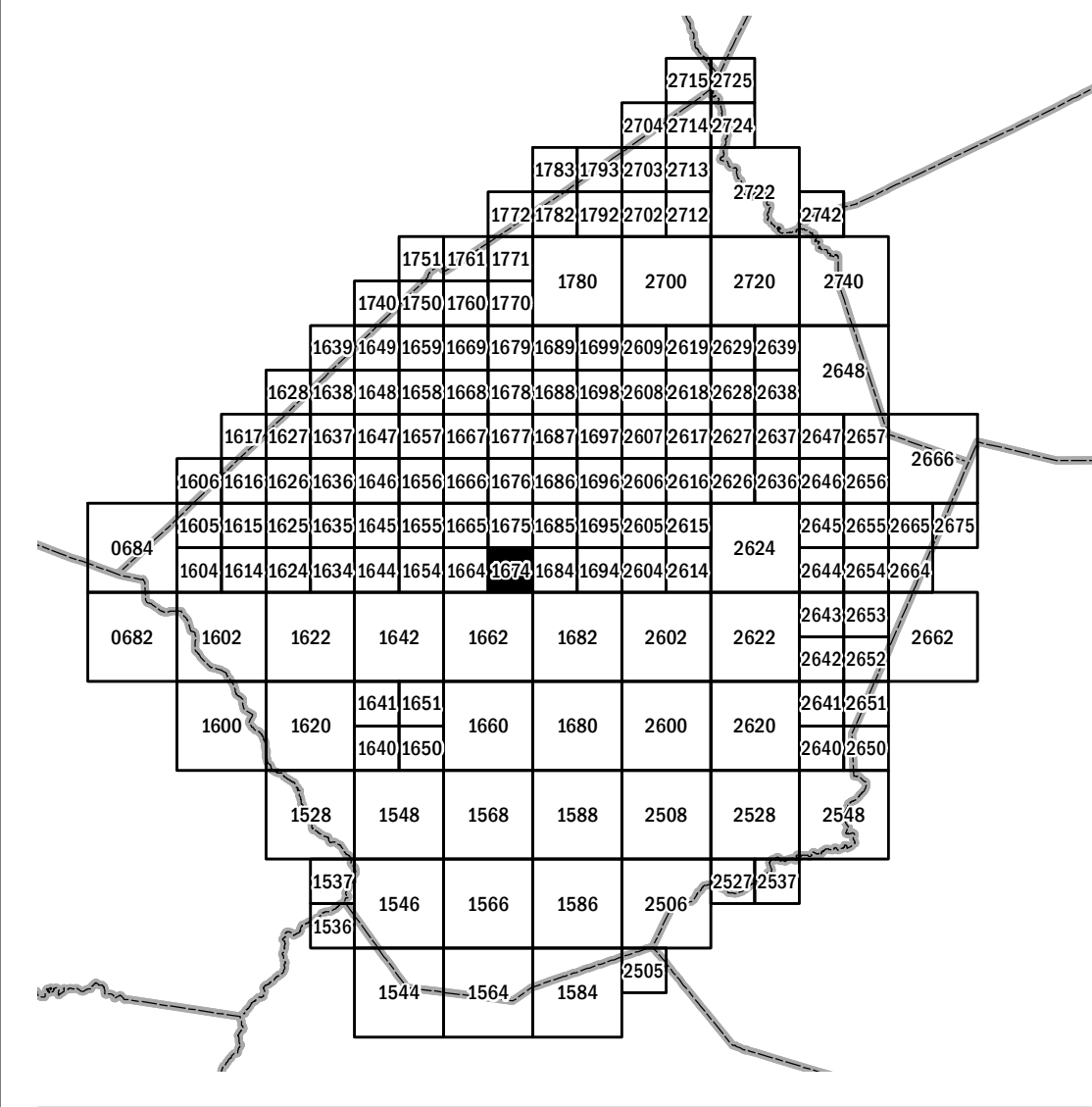
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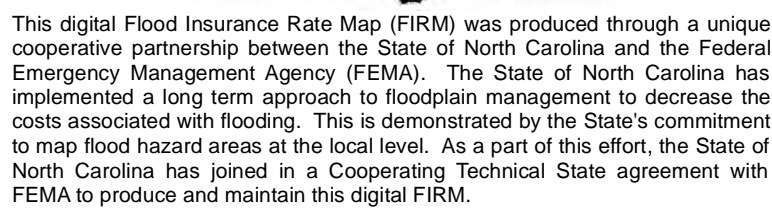
CBRS Area Otherwise Protected Area

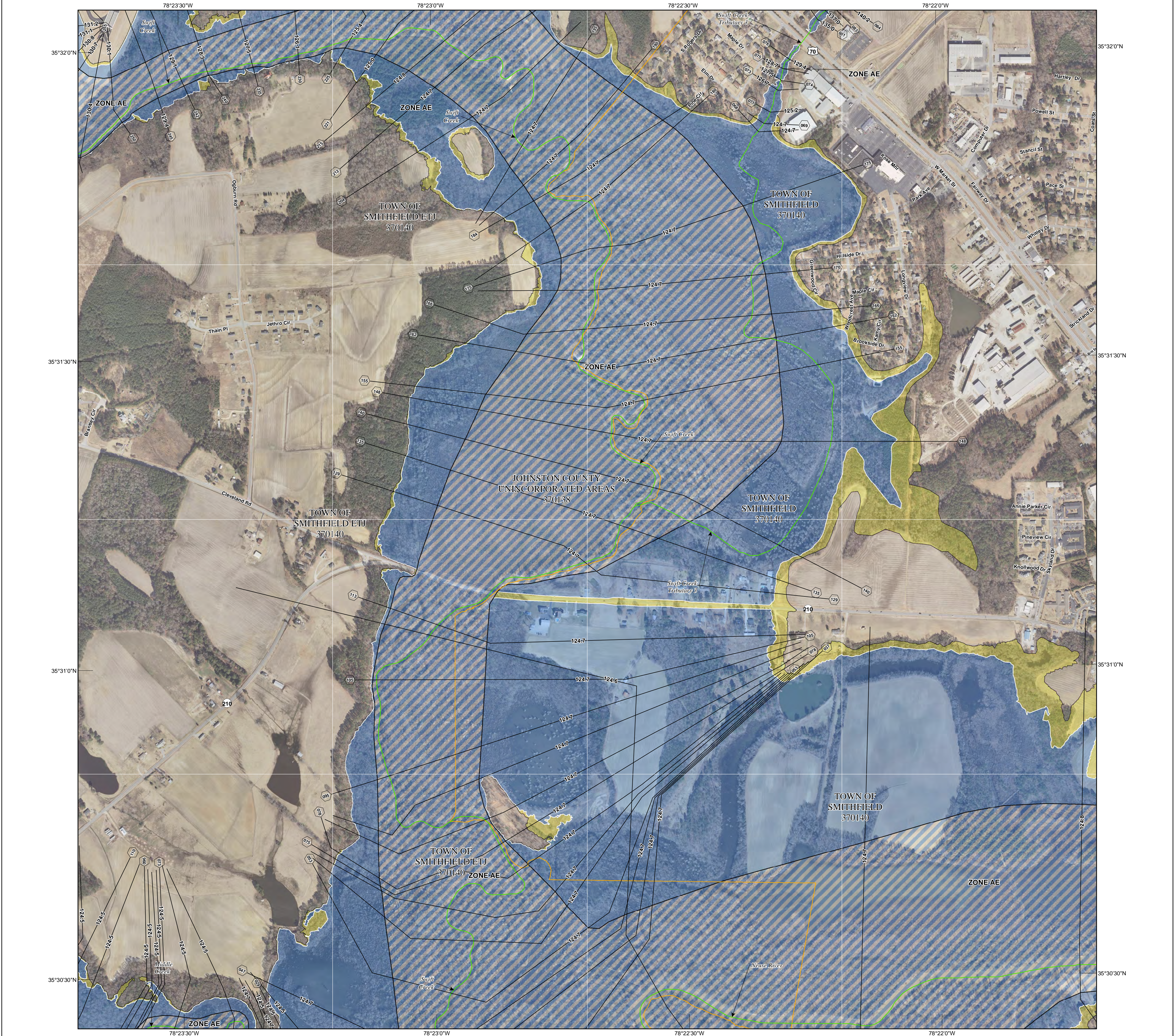
SCALE



PANEL LOCATOR







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- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with Average Depth Less Than One Foot or With Drainage Areas of Less Than One Square Mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee See Notes Zone X
- Areas Determined to be Outside the 0.2% Annual Chance Floodplain Zone X

OTHER AREAS OF FLOOD HAZARD

OTHER AREAS

GENERAL STRUCTURES

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- Limit of Study
- Jurisdiction Boundary

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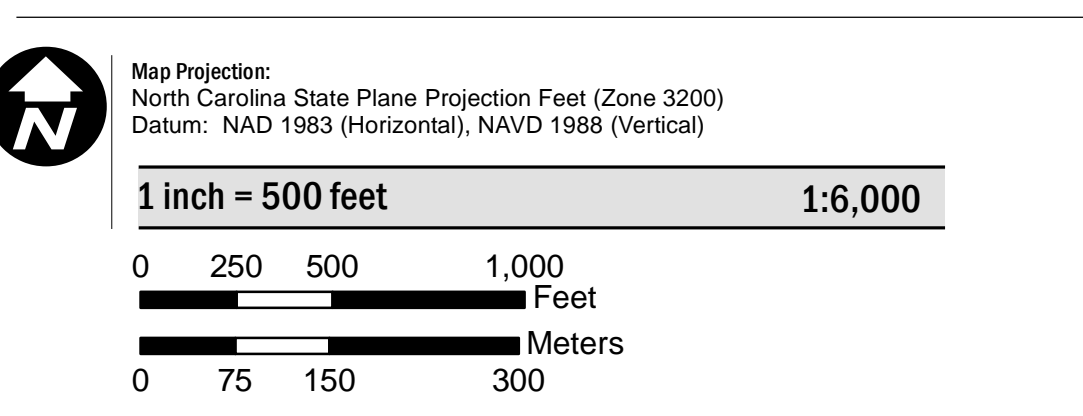
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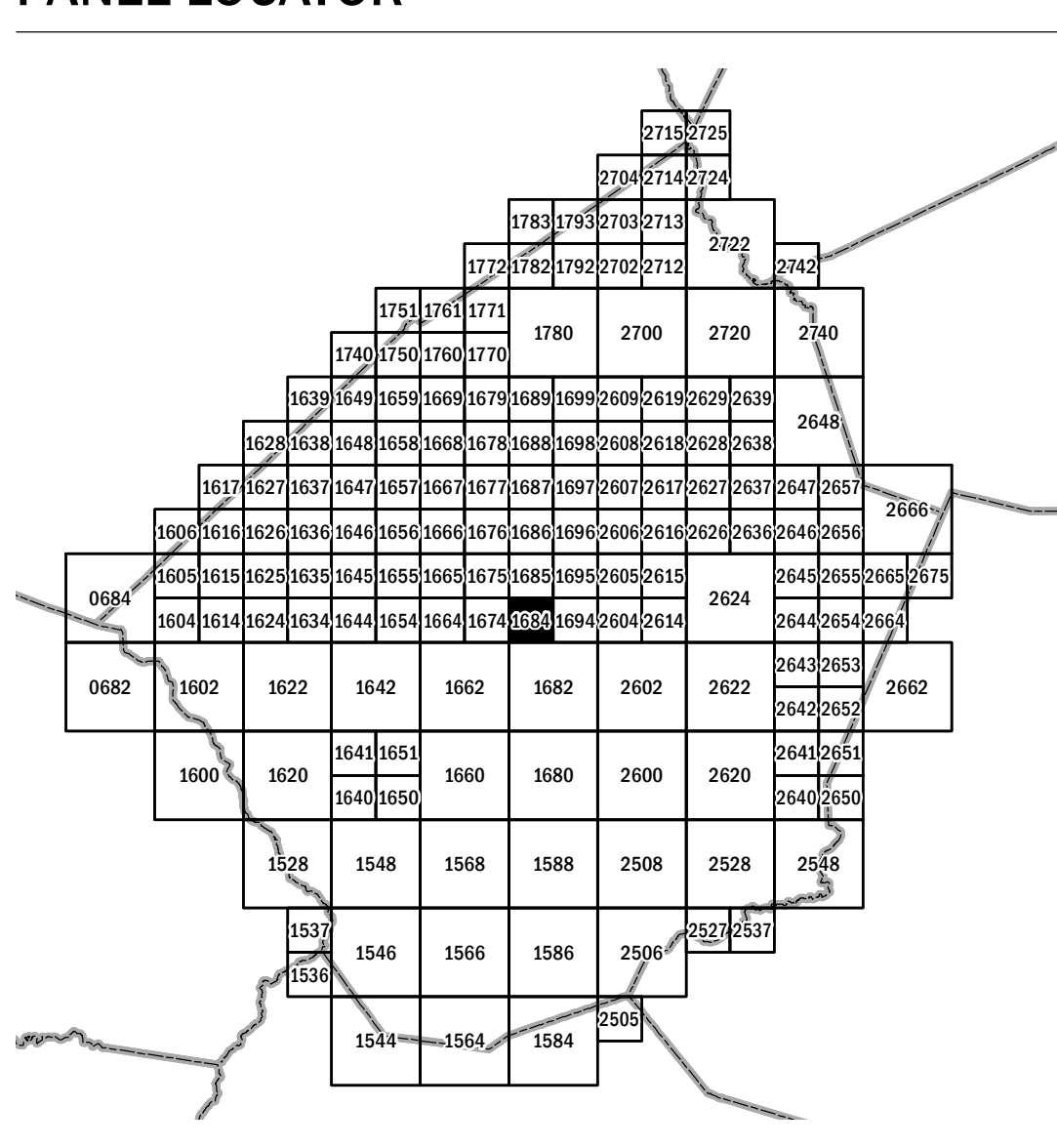
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CBRS Area **Otherwise Protected Area**

SCALE



PANEL LOCATOR



FEMA

National Flood Insurance Program

NORTH CAROLINA FLOODPLAIN MAPPING PROGRAM
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

NORTH CAROLINA

PANEL 1684

Panel Contains:

COMMUNITY
SMITHFIELD, TOWN OF

CID
370140

PANEL SUFFIX
1684 K

PRELIMINARY
APRIL 30, 2014

MAP NUMBER
3720168400K
MAP REVISED



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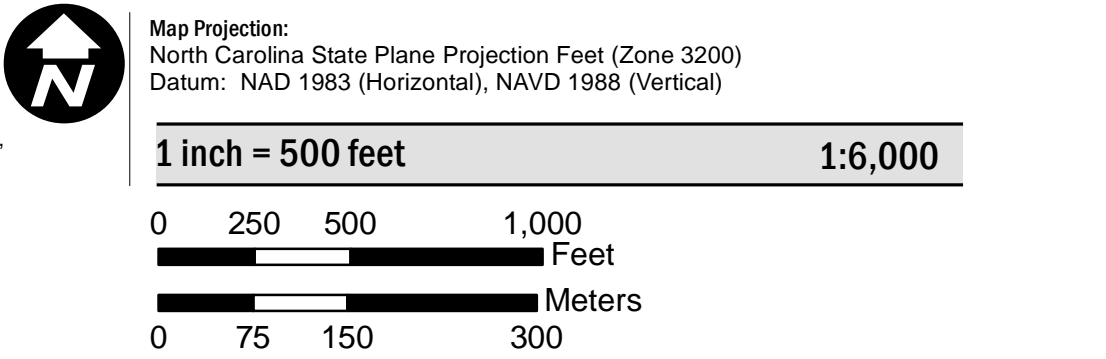
Limit of Moderate Wave Action (LIMWA)

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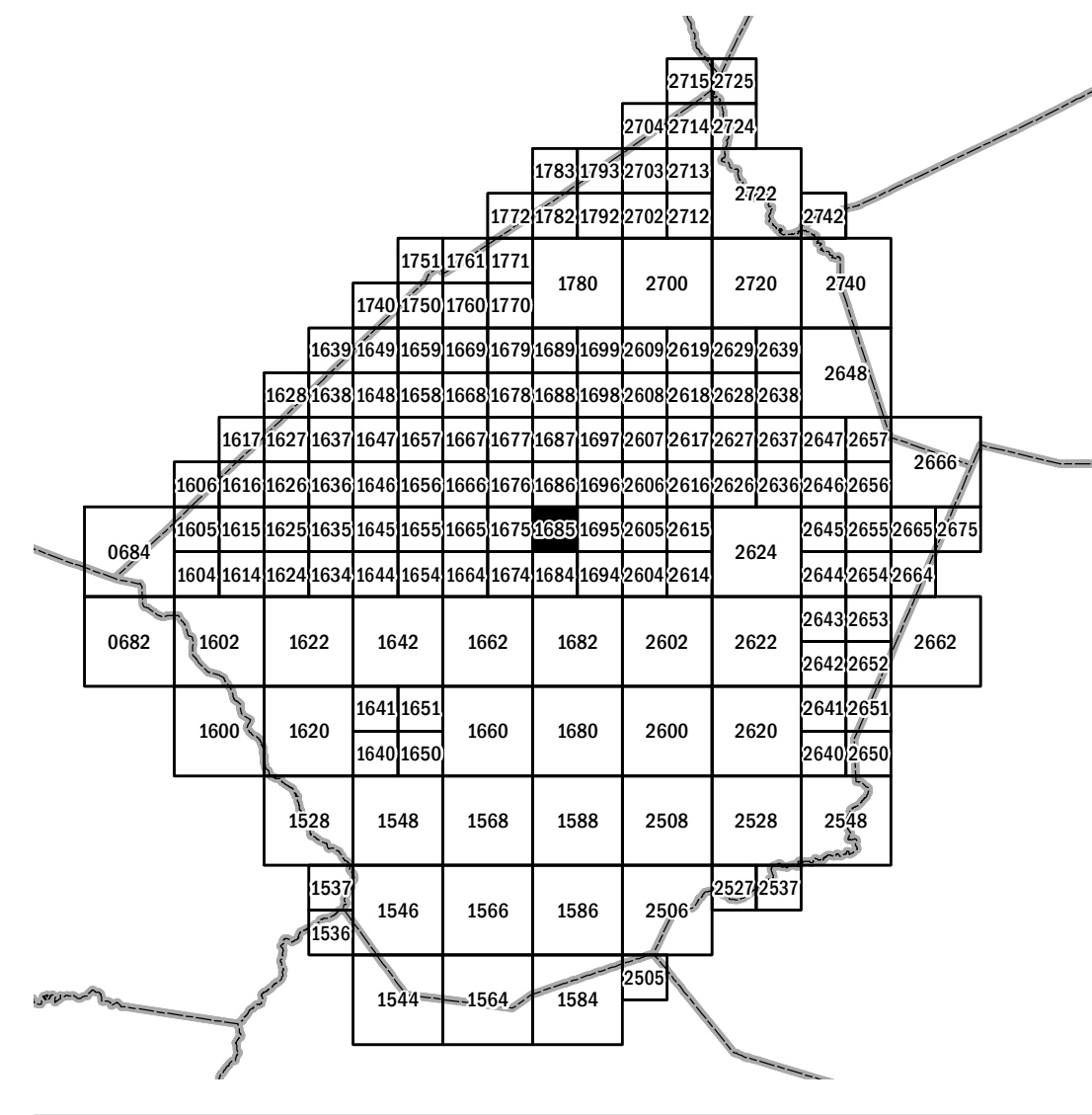
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CBRS Area Otherwise Protected Area

SCALE



PANEL LOCATOR



National Flood Insurance Program

NORTH CAROLINA FLOODPLAIN MAPPING PROGRAM
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

NORTH CAROLINA

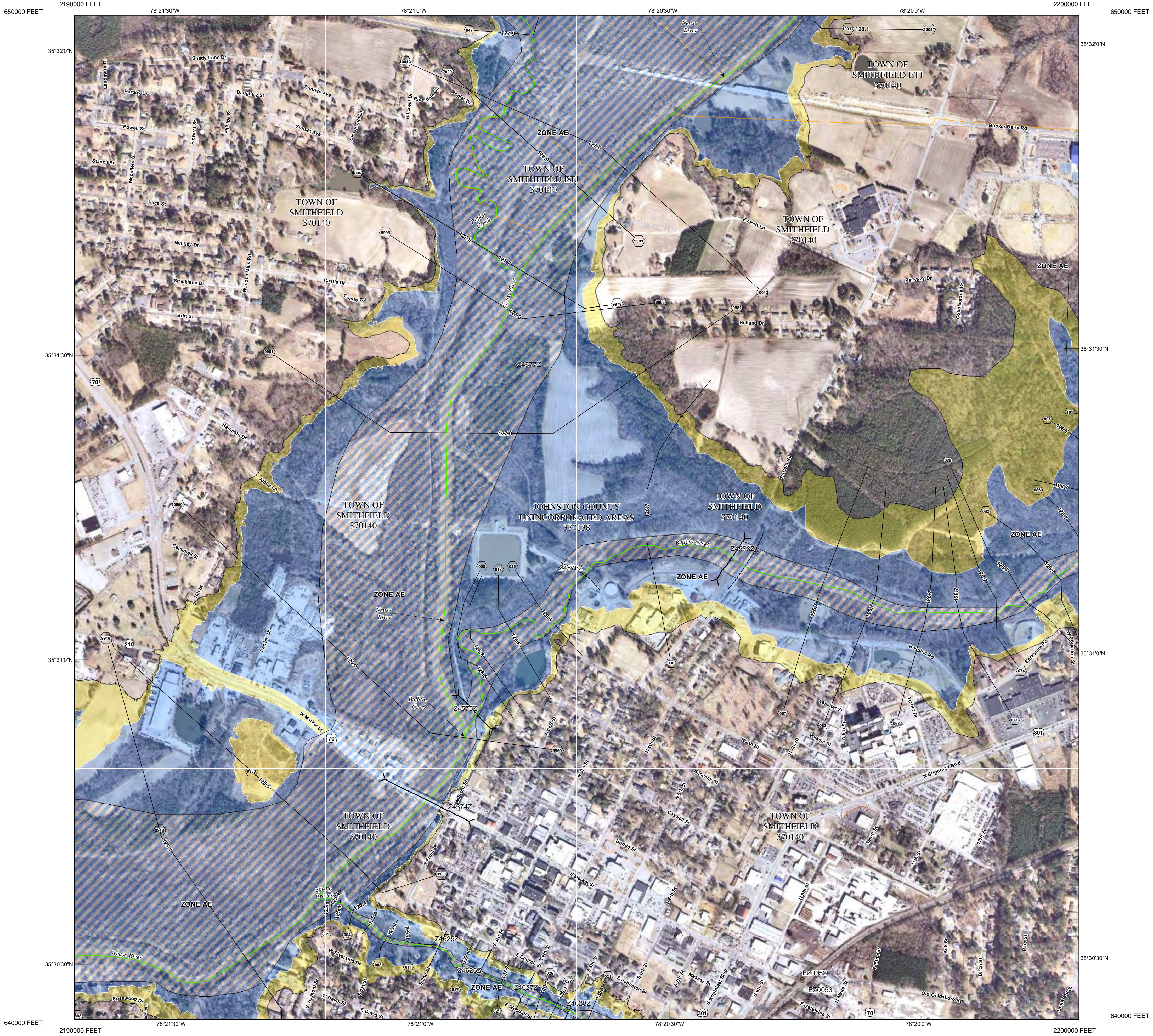
PANEL 1685

Panel Contains:

COMMUNITY	CID	PANEL	SUFFIX
SMITHFIELD, TOWN OF	370140	1685	K
WILSON'S MILLS, TOWN OF	370262	1685	K

PRELIMINARY
APRIL 30, 2014

MAP NUMBER
3720168500K
MAP REVISED



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SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with Average Depth Less Than One Foot or With Drainage Areas of Less Than One Square Mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee See Notes Zone X
- Areas Determined to be Outside the 0.2% Annual Chance Floodplain Zone X

OTHER AREAS OF FLOOD HAZARD

OTHER AREAS

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer Accredited or Provisionally Accredited Levee, Dike, or Floodwall
- Non-accredited Levee, Dike, or Floodwall
- North Carolina Geodetic Survey bench mark
- National Geodetic Survey bench mark
- Contractor Est. NCFMP Survey bench mark
- Cross Sections with 1% Annual Chance Water Surface Elevation (BFE)
- Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- Limit of Study
- Jurisdiction Boundary

OTHER FEATURES

NOTES TO USERS

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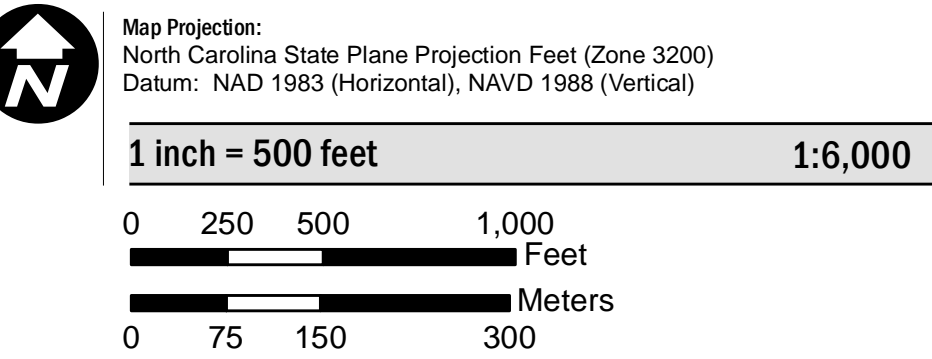
Limit of Moderate Wave Action (LIMWA)

COASTAL BARRIER RESOURCES SYSTEM (CBRS) NOTE

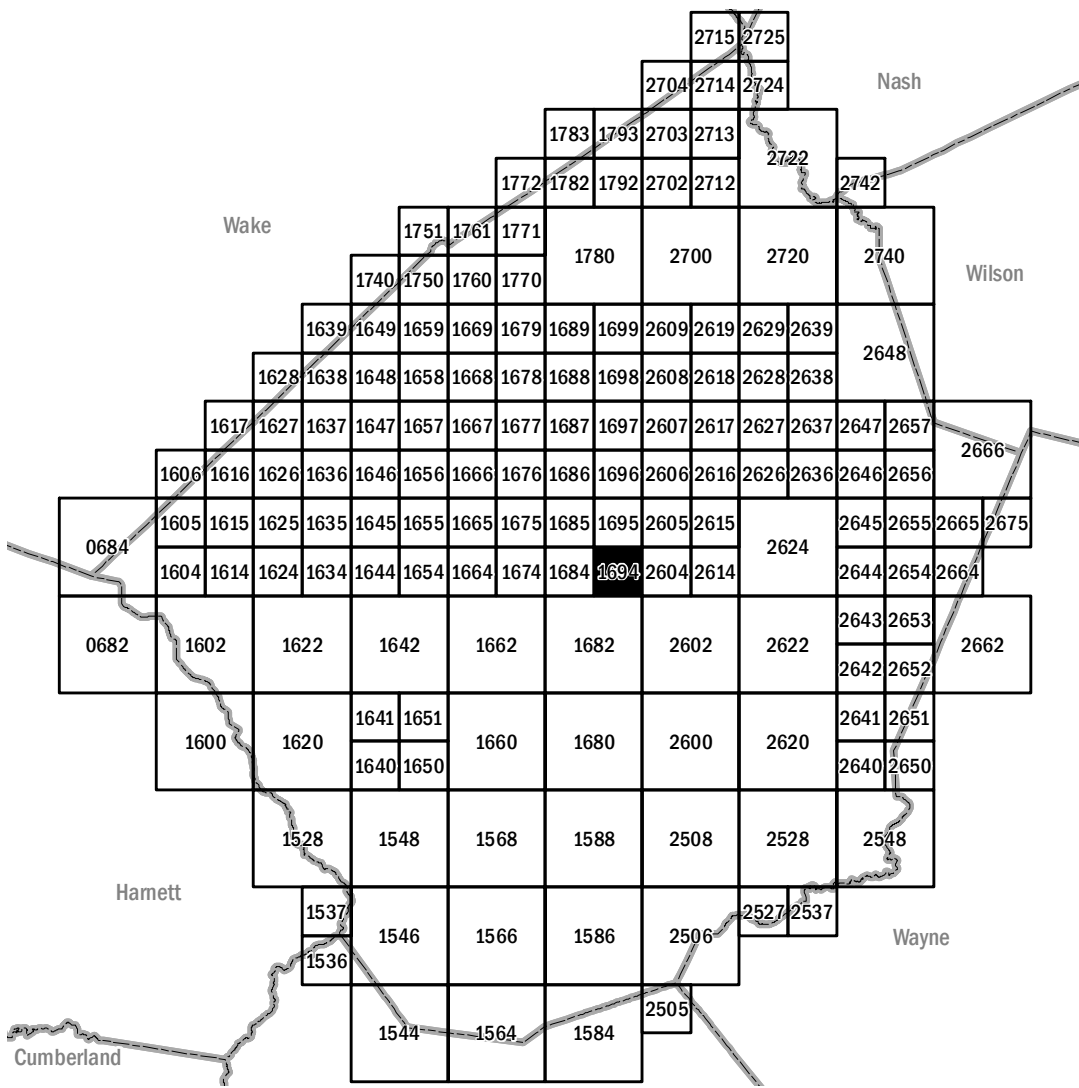
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CBRS Area **Otherwise Protected Area**

SCALE



PANEL LOCATOR



FEMA

National Flood Insurance Program

NORTH CAROLINA FLOODPLAIN MAPPING PROGRAM
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

NORTH CAROLINA

PANEL 1694

Panel Contains:

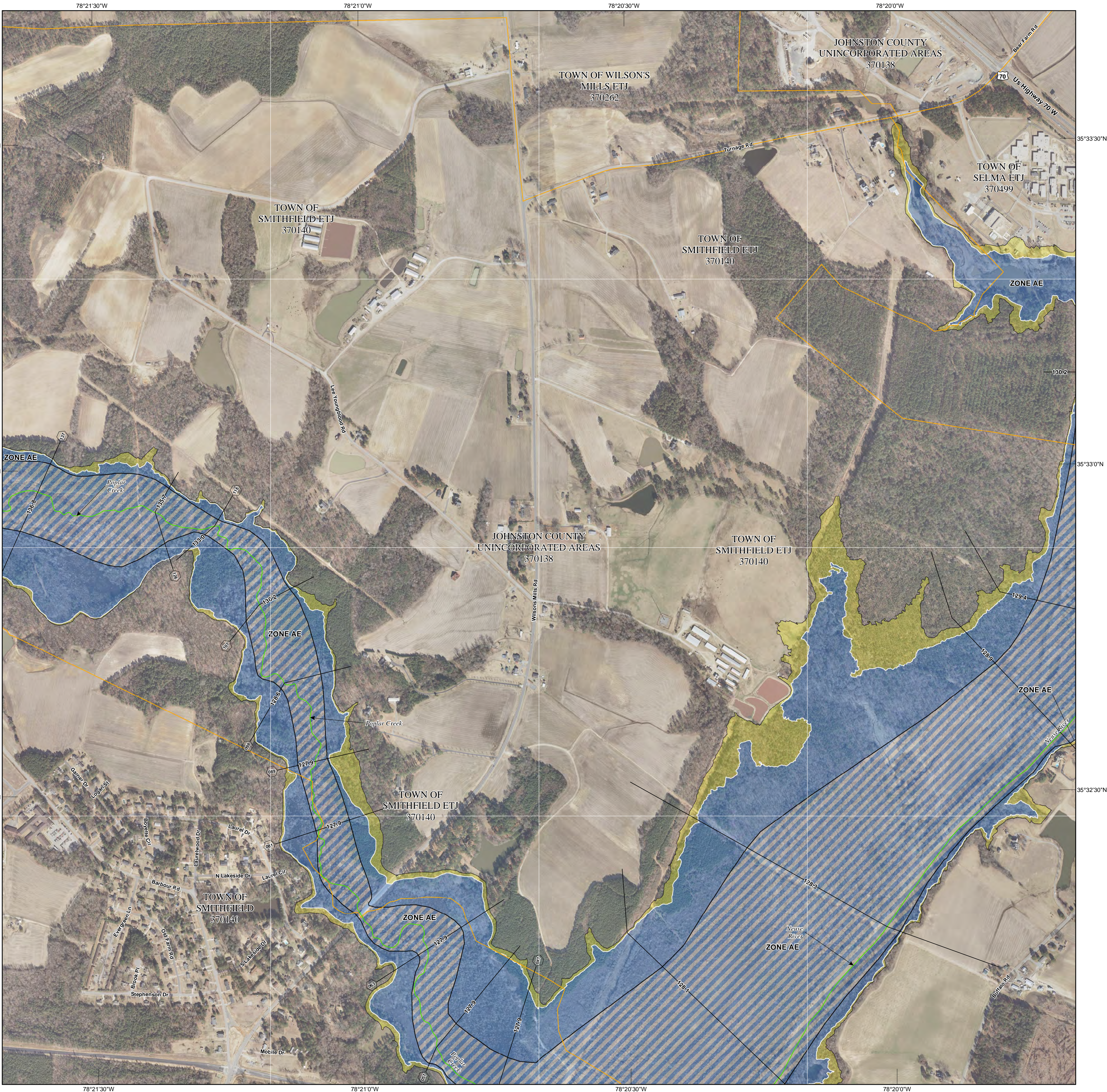
COMMUNITY
SMITHFIELD, TOWN OF

CID
370140

PANEL SUFFIX
1694 K

REVISED PRELIMINARY
4/30/2014

MAP NUMBER
3720169400K



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OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
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GENERAL STRUCTURES		Areas Determined to be Outside the 0.2% Annual Chance Floodplain Zone X
		Channel, Culvert, or Storm Sewer Accredited or Provisionally Accredited Levee, Dike, or Floodwall
OTHER FEATURES		Non-accredited Levee, Dike, or Floodwall
		BM5510 x North Carolina Geodetic Survey bench mark
		BM5510 o National Geodetic Survey bench mark
		BM5510 x Contractor Est. NCFMP Survey bench mark
		12-2 Cross Sections with 1% Annual Chance Water Surface Elevation (BFE)
		8 Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Limit of Study
		Jurisdiction Boundary

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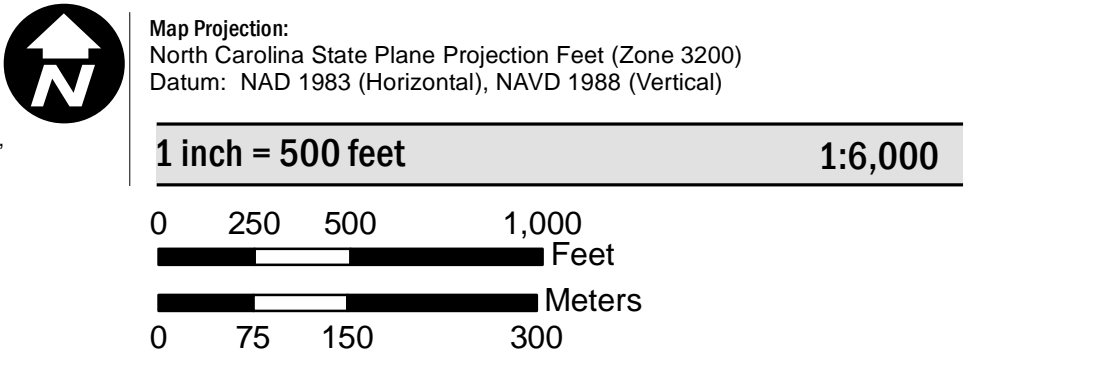
Limit of Moderate Wave Action (LIMWA)

COASTAL BARRIER RESOURCES SYSTEM (CBRS) NOTE

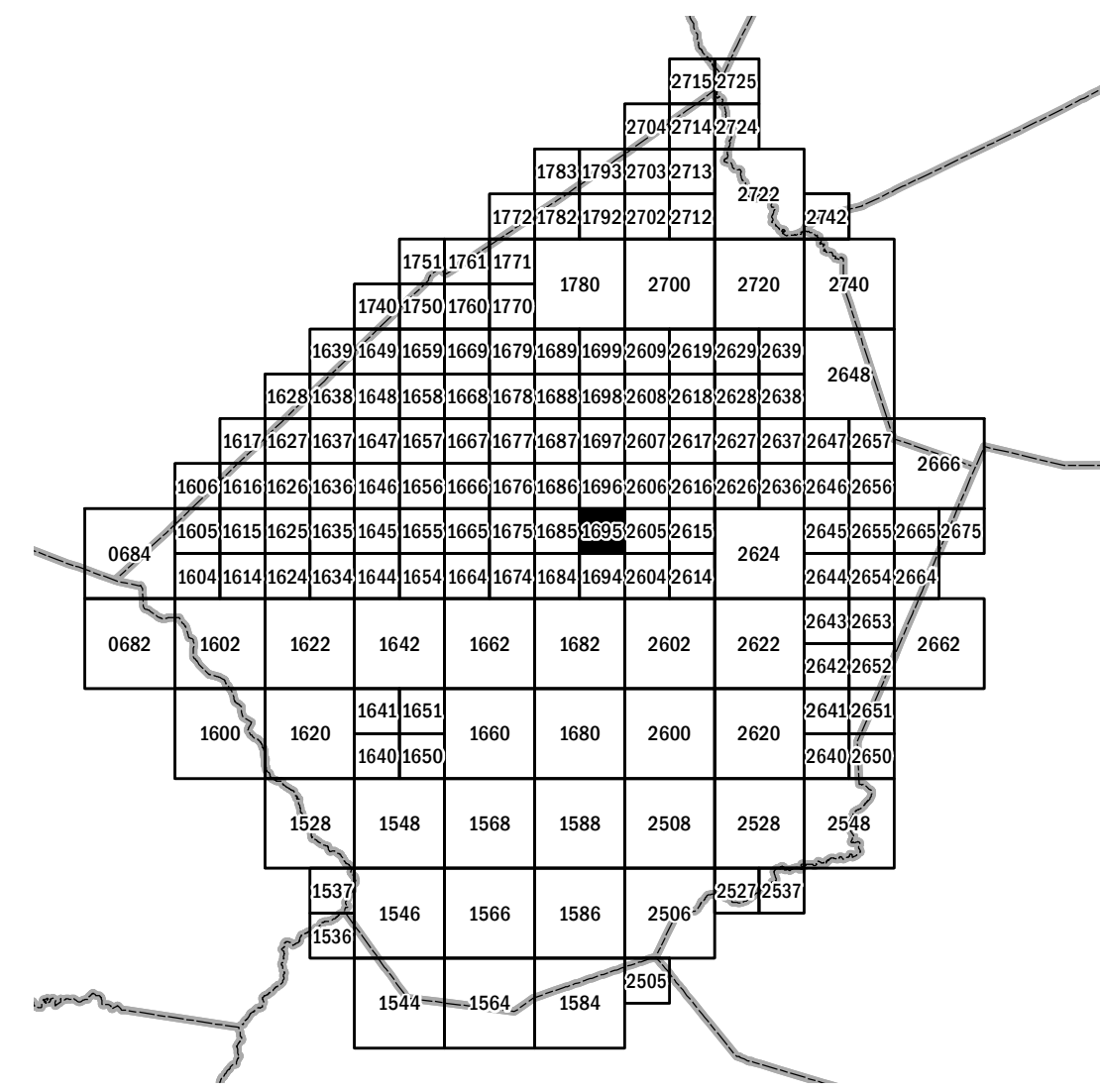
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CBRS Area Otherwise Protected Area

SCALE



PANEL LOCATOR



National Flood Insurance Program

NORTH CAROLINA FLOODPLAIN MAPPING PROGRAM
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

NORTH CAROLINA

PANEL 1695

Panel Contains:

COMMUNITY	CID	PANEL	SUFFIX
JOHNSTON COUNTY	370138	1695	K
SELMA, TOWN OF	370499	1695	K
SMITHFIELD, TOWN OF	370140	1695	K
WILSON'S MILLS, TOWN OF	370262	1695	K

PRELIMINARY
APRIL 30, 2014

MAP NUMBER
3720169500K
MAP REVISED



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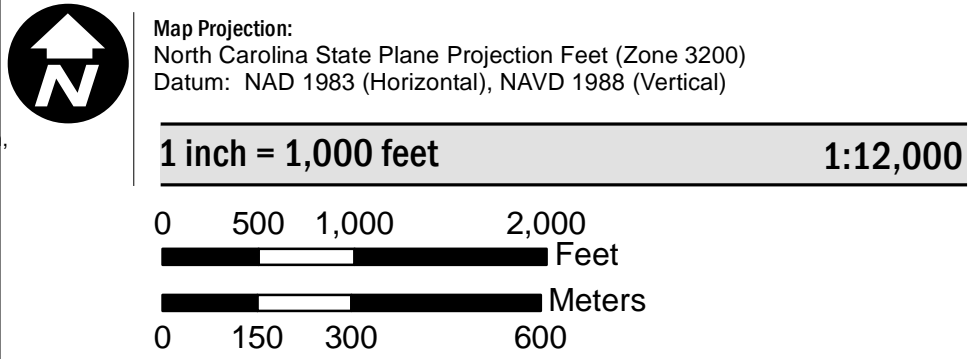
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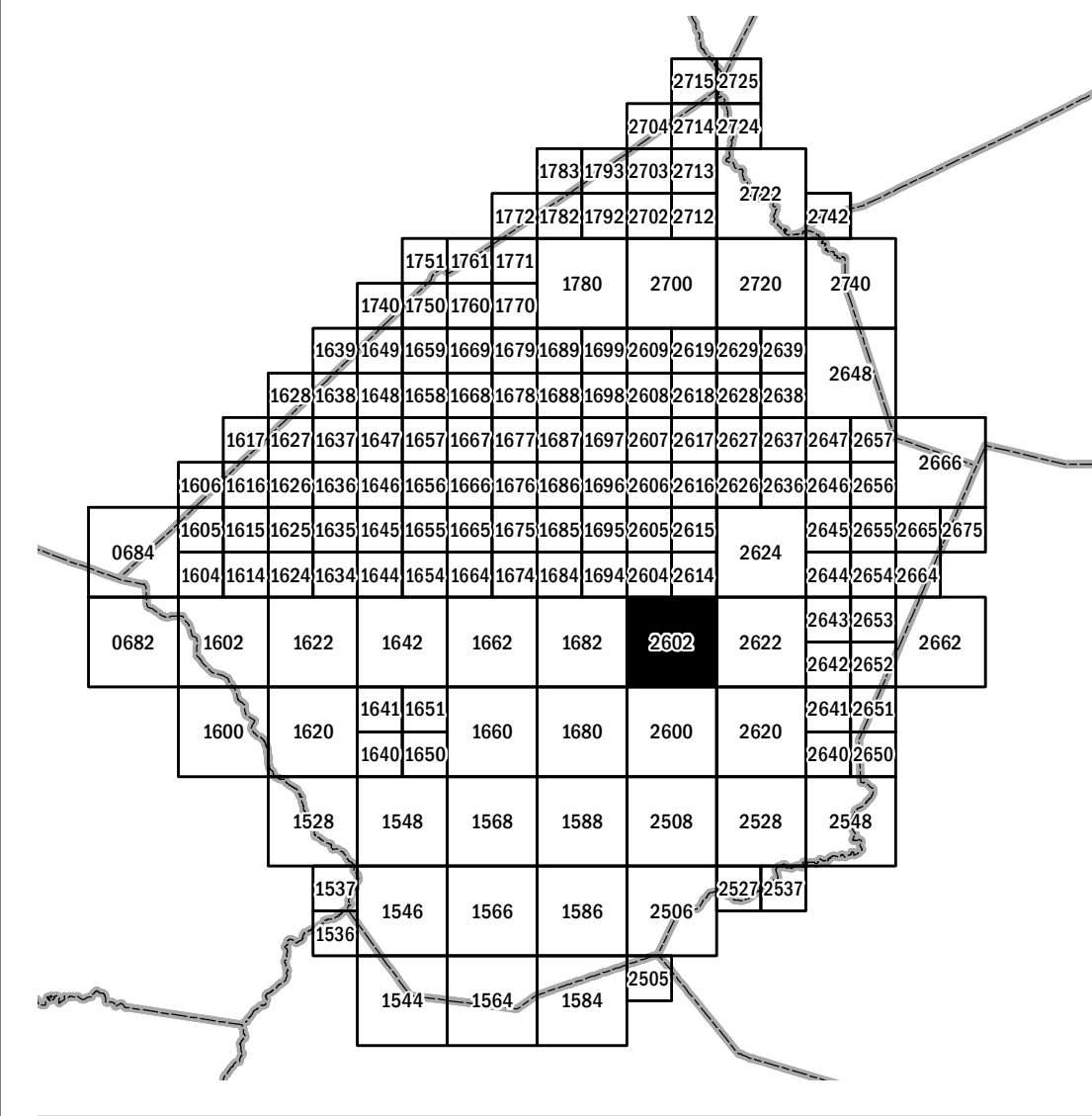
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CBRS Area Otherwise Protected Area

SCALE



PANEL LOCATOR



NORTH CAROLINA FLOODPLAIN MAPPING PROGRAM NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP

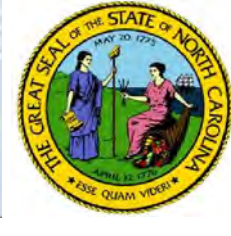
NORTH CAROLINA

PANEL 2602

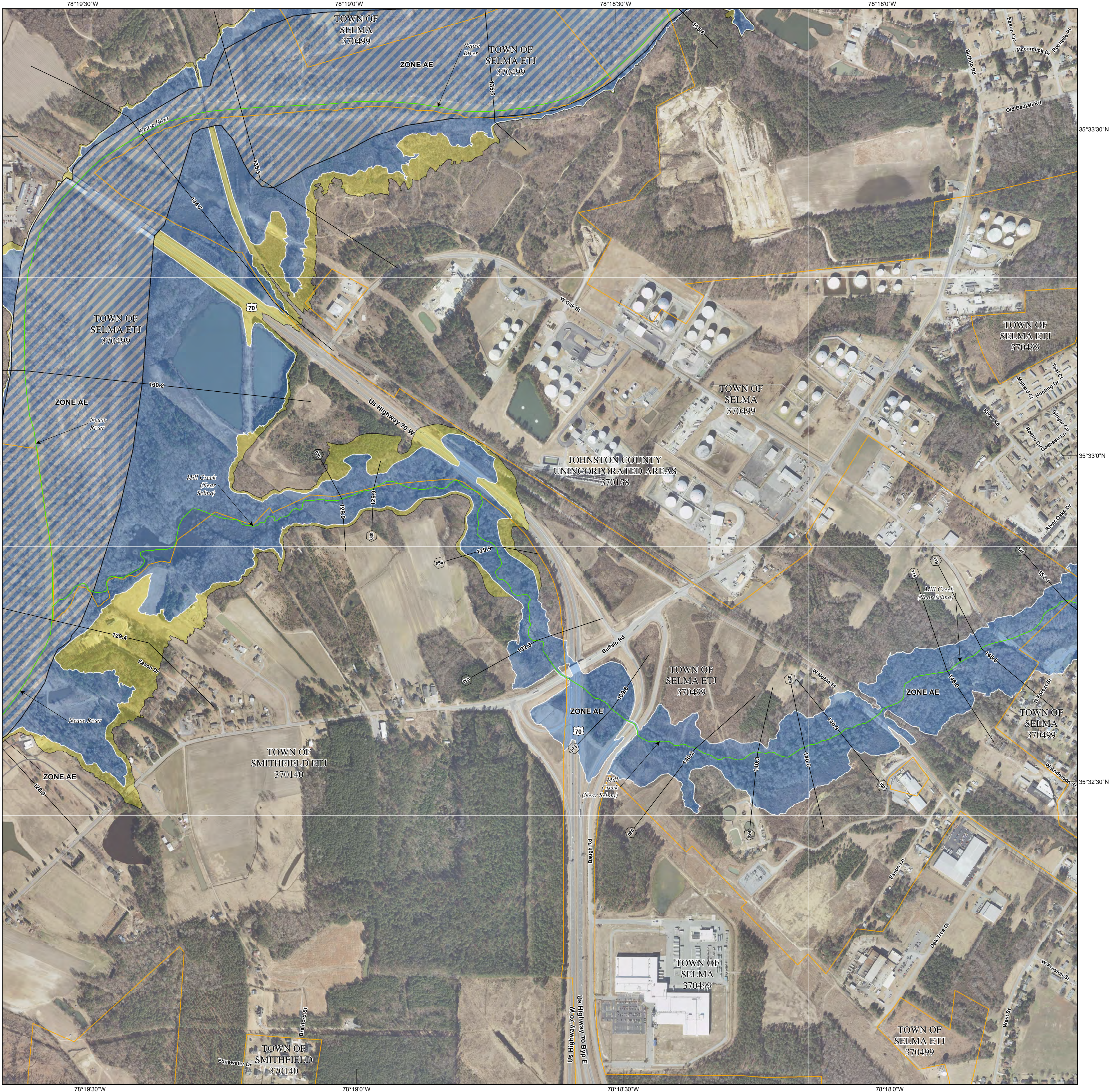
Panel Contains:

COMMUNITY	CID	PANEL	SUFFIX
JOHNSTON COUNTY	370138	2602	K
PINE LEVEL, TOWN OF	370505	2602	K
SELMA, TOWN OF	370499	2602	K
SMITHFIELD, TOWN OF	370140	2602	K

PRELIMINARY
APRIL 30, 2014



MAP NUMBER
3720260200K
MAP REVISED



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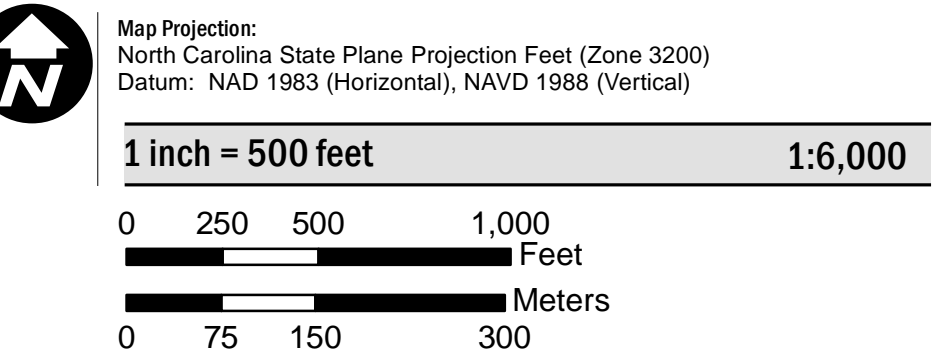
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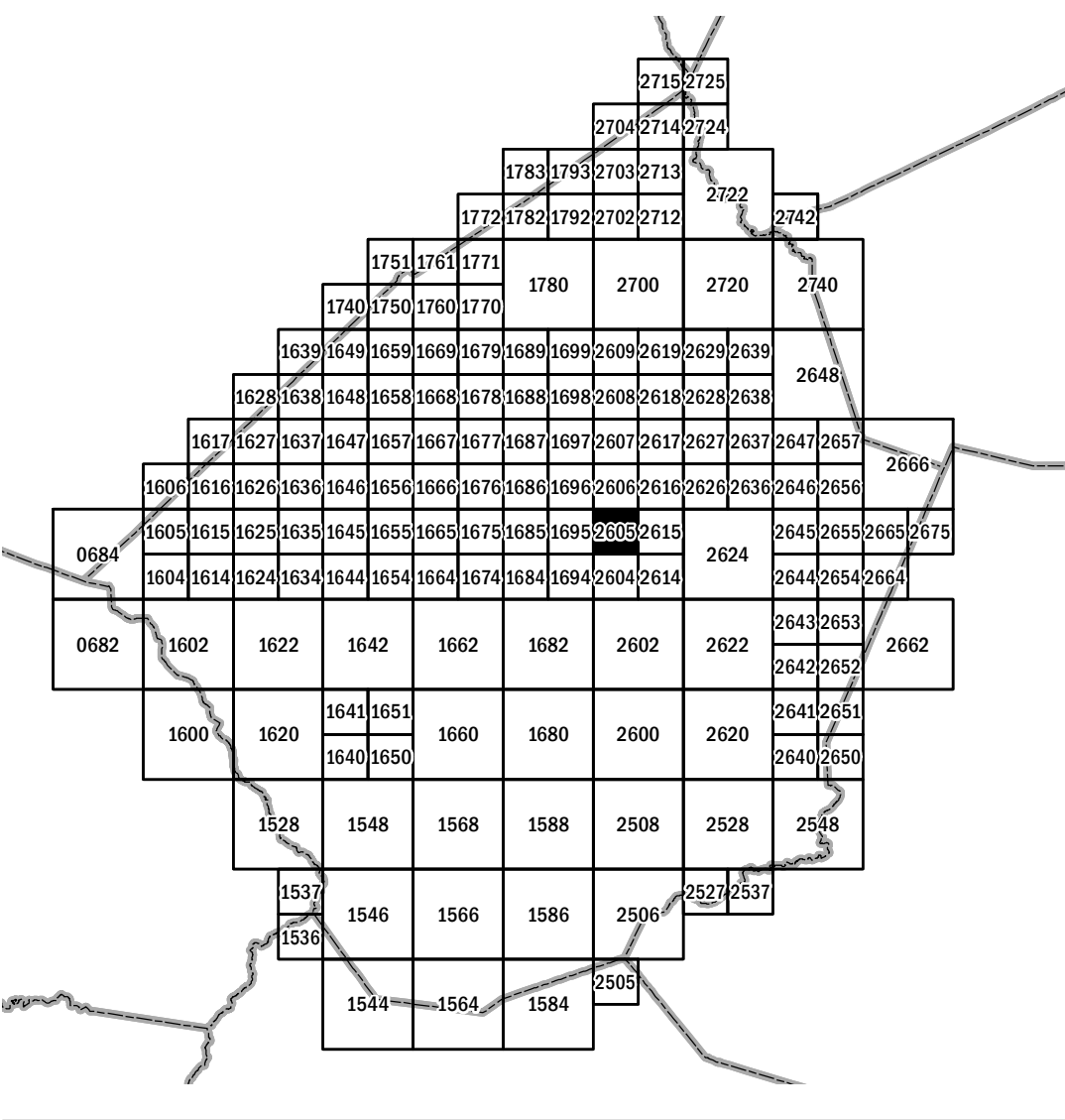
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CBRS Area Otherwise Protected Area

SCALE



PANEL LOCATOR



National Flood Insurance Program

NORTH CAROLINA FLOODPLAIN MAPPING PROGRAM
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

NORTH CAROLINA

PANEL 2605

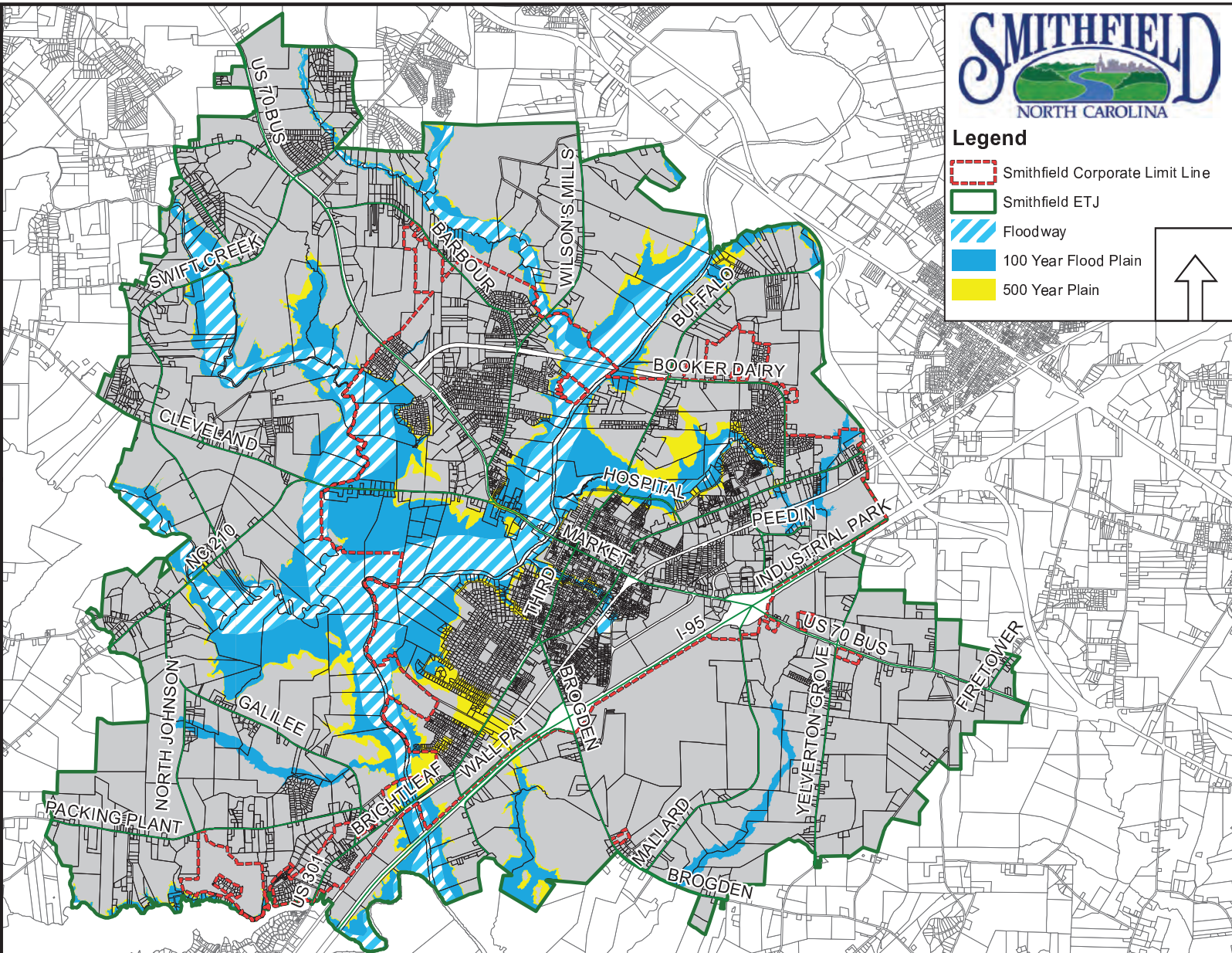
Panel Contains:

COMMUNITY	CID	PANEL	SUFFIX
SELMA, TOWN OF	370499	2605	K
SMITHFIELD, TOWN OF	370140	2605	K

PRELIMINARY
APRIL 30, 2014

MAP NUMBER
3720260500K
MAP REVISED

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 April 3, 2018 at 7:00 P.M., in the Town Hall council chambers located at 350 East Market Street to consider the Smithfield Planning Department's request to adopt the Flood Risk Insurance Study for Johnston County and to amend the Town of Smithfield Unified Development Ordinance, Article 10, Part VII, Flood Damage Prevention, Non-Coastal Regular Phase as required by the study. A copy of the Town of Smithfield revised Flood Damage Prevention Ordinance is on file with the Smithfield Town Clerk and is available for public inspection prior to the public hearing. All interested persons are encouraged to attend. To accommodate disabilities and to comply with ADA regulations, special accommodations can be made by contacting the Smithfield Town Hall. Inquiries on this matter may be directed to the Smithfield Planning Department at 919-934-2116. For further information, please visit www.Smithfield-nc.com



Request for Town Council Action

Public Hearing:
Text Amendment
ZA-17-06
Date: 04/03/2018

Subject: Unified Development Ordinance Text Amendment
Department: Planning
Presented by: Stephen Wensman ALA, AICP, Planning Director
Presentation: Business Item

Issue Statement

The Planning Department is requesting an amendment to the Unified Development Ordinance (UDO) that will correct inconsistencies with the flag lot standards and cul-de-sac street standards.

Financial Impact

There will be no financial impact to the Town.

Action Needed

To review the requested application, hold a public hearing and to make a decision on the proposed Unified Development Ordinance text amendment.

Recommendations

The Planning Department and Planning Board recommend approval of the proposed amendments to Appendix A, Article 7 and Article 10 of the UDO and recommends that the Town Council approve a statement declaring that the request is consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Ordinance
3. Application and Petition for Amendment to the UDO



Staff Report

**Public
Hearing:**
**Application
for Unified
Development
Ordinance
Text
Amendment
ZA-17-06**

The Planning Department is requesting text amendments to Appendix A, Article 7 and Article 10 of the Town of Smithfield Unified Development Ordinance (UDO) that removes inconsistencies within the text and clarifies development standards as they pertain to flag lots and cul-de-sac streets.

Analysis:

The proposed zoning ordinance amendment will clarify development standards by:

- Creating a more descriptive definition of a flag lot;
- Eliminating inconsistent standards concerning flag lots;
- Establishing a flag lot width that can accommodate a standard public right-of-way and that will not hinder future planning and development efforts;
- Revising maximum cul-de-sac lengths within manufactured home parks.

Flag Lots:

Flag lots are so named because of the long, slender strips of land resembling flag poles that extend from the typically rectangular main sections of these lots — **or the “flags” — out to the street. Each “flag pole” typically provides just enough** street frontage for vehicle access and is often shared by several neighbors. Flag lots can also be thought of as permitted lots with reduced street frontage that allow access to otherwise landlocked parcel acreage. Use of flag lots recognizes the environmental and economic advantages in substituting private drive lengths to tap land that would require additional street length and potentially greater disturbance and infrastructure costs.

The negative attributes of flag lots include potential burden on property owners to maintain longer driveways or private streets lengths, potential access constraints for emergency vehicles, and possible house-to-house relationships as flag lot dwellings may be perceived to be in the rear yards of the adjacent residences. In most cases however, the biggest drawback from creating flag lots is that no further land divisions or intensive land uses can occur when the property does not and cannot ever front on a public street due to inadequate land reserves needed for the construction of a public street from the existing public street to the flag portion of the lot to be divided. However, judicious use of flag lot

arrangements can provide distinct benefits in residential design when its use, resulting lot size, dwelling orientation and access considerations are based on sound planning and community design criteria.

With these considerations in mind, the Town of Smithfield Unified Development Ordinance has retained language allowing for newly created flag lots. The proposed amendment clarifies the existing flag lot provisions by creating a better definition of a flag lot. It will require flag lot dimensions to meet or exceed the underlying zoning district dimensional standards and sets the flag pole portion of the lot to a minimum width **of 60'** measured at the public right-of-way and where the pole portion of the lot intersects the flag portion of the lot.

Cul-De-Sacs Street:

Cul-de-sac lots **street frontage requirements will remain at 25'**. The proposed ordinance amendment will clarify conflicting cul-de-sac length standards by increasing the maximum cul-de-sac length within planned manufactured home parks to 750 linear feet making them identical to traditional subdivisions standards. In the future, Staff intends to work with the Town Engineer to update the Engineering Standard Detail and Specifications Manual to also reflect this change along with other changes to be adopted by the Town Council.

Consistency Statement:

In order to approve the zoning text amendment, the Town Council must adopt a consistency statement that states how the zoning text amendment is consistent with Town Plans and Policies. Staff finds the application consistent with Town Plans and Policies:

- **Consistency with the Comprehensive Growth Management Plan** - The zoning text amendment will support the Comprehensive Growth Management Plan for the Town providing consistent regulations for cul-de-sac and flag lot development.
- **Consistency with the Unified Development Code** - The zoning text amendment will be consistent with the Town of Smithfield Unified Development Ordinance in that the amendment is removing inconsistencies within the UDO.
- **Compatibility with Surrounding Land Uses** - The zoning text amendment will not impact surrounding land uses. The amendment will provide for more uniform development for flag lots and cul-de-sacs, therefore making them potentially more compatible with surrounding land uses.

Recommendation:

The Planning Department and Planning Board recommend approval of the proposed amendments to Appendix A, Article 7 and Article 10 of the UDO and recommends that the Town Council approve a statement declaring that the request is consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest..

Action Requested:

The Town Council is respectfully requested to review the application, hold a public hearing and to make a decision whether to approve or deny the zoning text amendment with a statement declaring how the amendment is consistency with the Town of Smithfield Comprehensive Growth Management Plan and how **it's reasonable and in the public interest.**



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 Amendment to the Unified Development Ordinance

Pursuant to Article 4 of the Town of Smithfield Unified Development Ordinance, Proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. The application for any amendment shall contain a description of the proposed zoning regulation.

APPLICANT INFORMATION:

Petitioner's Name

Address or PO Box

City, State, Zip Code

Telephone

Proposed amendment to the Town of Smithfield Unified Development Ordinance:

(Attach additional sheets as necessary)

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.

Signature of Petitioner

Date

FOR OFFICE USE ONLY

File Number: _____ Date Received: _____ Amount Paid: _____

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
TEXT AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
ZA-17-06**

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

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

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

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

That the final action regarding text amendment ZA-17-06 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

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

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

That the final action regarding text amendment ZA-17-06 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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

**DRAFT ORDINANCE # ZA-17-06
AN ORDINANCE TO AMEND
APPENDIX A, ARTICLE 7 AND ARTICLE 10
OF THE TOWN OF SMITHFIELD UNIFIED DEVELOPMENT ORDINANCE
TO CLARIFY MINIMUM LOT WIDTH AND MAXIMUM LENGTH OF A CUL-DE-SAC.**

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Unified Development Ordinance by making changes to the Town of Smithfield Unified Development Ordinance to set unified standard for flag lots and maximum cul-de-sac lengths.

WHEREAS, it is the objective of the Smithfield Town Council to have the UDO promote regulatory efficiency and consistency and the health, safety, and general welfare of the community;

NOW, THEREFORE, be it ordained that the following Articles are amended to make the following changes set forth in the deletions (strikethroughs) and additions (double underlining) below:

Part 1

[Revise APPENDIX A. DEFINITIONS content as it pertains to flag lots and lot width]

APPENDIX A. DEFINITIONS

[Definitions not listed remain unchanged]

Lot, Flag

~~Lots or parcels with less frontage on a public street than is normally required. The panhandle is an access corridor to lots or parcels located behind lots or parcels with normally required street frontage.~~

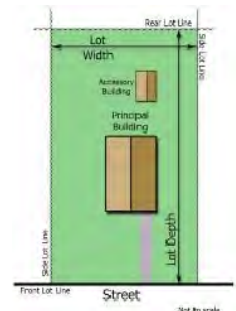
A lot with two distinct parts:

- The flag, which typically contains building site; and is located behind another lot; and
- The pole, which connects the flag to the street; provides the only street frontage for the lot; and at any point is less than or equal to the minimum lot width for the zone.

And

Lot Width

The distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard; provided, however, that width between side lot lines at their foremost points (where they intersect the right-of-way line, or for lots having an access strip extending from the front of the main portion of the lot, at the place where the access strip joins the main portion of the lot) shall not be less than ~~60 feet~~ eighty percent (80%) of the required lot width, except in the case of the turning circle of cul-de-sacs ~~where the eighty percent (80%) requirement shall not apply.~~



And

Section 10.108 Streets

[Revises Article 10 by referring to Article 8 for required minimum lot widths]

10.108.1.4.2. Lot Width and Depth. All lots shall have a minimum width and street frontage at ~~the building line of 70 feet as required in Article 8, except in the case of the turning circle of cul-de-sacs and a~~ where a minimum width at the street right-of-way line of 25 feet is permissible. Corner lots shall have an extra width of 10 feet to permit adequate setback from side streets. The minimum lot depth of single tier lots (when approved) shall be 125 feet. All other lots shall be 110 feet in depth. Additional lot width and depth shall be required when:

10.108.1.4.2.1. A lot is served by either public water or sewer, but not both: Lot width - 100 feet; Lot depth - 200 feet.

10.108.1.4.2.2. A lot is not served by either public water or sewer: Lot width - 125 feet; Lot depth - 200 feet.

And

Section 10.108 Streets

[Revise Article 10 to refer to Article 8 for required minimum lots width]

10.108.1.4.4. Every lot shall maintain required street frontage as required in Article 8 ~~about at least 25 feet on one of the following:~~

10.108.1.4.4.1. A public street dedicated to and maintained by the Town of Smithfield or the North Carolina Department of Transportation.

10.108.1.4.4.2. A street constructed to the standards of the Town or Smithfield or the North Carolina Department of Transportation, with a written agreement concerning the future maintenance of the street.

And

Section 10.108 Streets

[Revises Article 10 and sets minimum flag lot street frontage at 60 feet]

10.108.1.4.7. Flag-shaped lots shall only be permitted in cases where the minimum ~~area, lot~~ width, lot depth, ~~and street frontage requirements~~ of this Ordinance are complied with and the lot has a minimum street frontage of at least 60 feet in width. ~~If the standards of the zoning district in which the property is located are more stringent, the stricter requirement shall govern.~~

And

Section 7.34 Residential Cluster Developments

[Revises Article 7 and sets minimum lot frontage to 40 feet for lots within a cluster subdivision]

7.34.4.2. Lot Width. 40 feet. ~~On a case-by-case basis, flag lots may be allowed with a minimum street frontage of 10 feet.~~

And

Section 7.18 Manufactured Home Parks.

[Revises maximum cul-de-sac lengths within Manufactured Home Parks]

7.18.14.1. Cul-De-Sacs. Any interior drive designed to be closed shall have a turnaround at the closed end with a minimum right-of-way diameter of 100 feet. The entire right-of-way of such turnaround shall be graded and usable for the turning of motor vehicles. Cul-de-sacs shall not exceed ~~600~~ 750 feet in length.

PART 2

That the Unified Development Ordinance shall be page number as necessary to accommodate these changes.

PART 3

That these amendments of the Unified Development Ordinance shall become effective upon adoption.

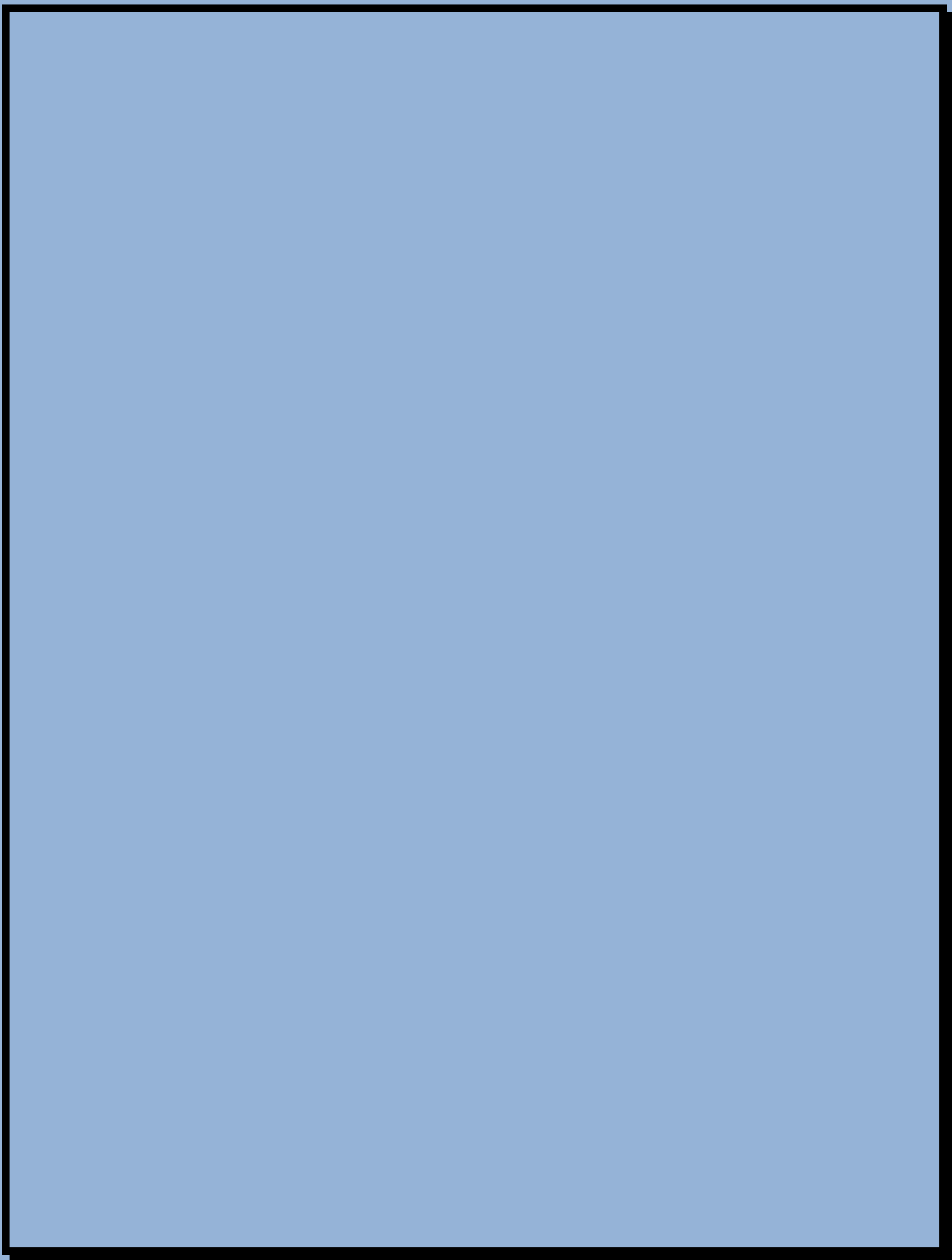
Duly adopted this the 3rd day of April, 2018.

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk

Consent Agenda Items



The Smithfield Town Council met in regular session on Tuesday, March 6, 2018 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

Travis Scott, Mayor Pro-Tem
Marlon Lee, District 1
David Stevens, District 2
Dr. David Barbour, District 4
Emery Ashley, At-Large
John A. Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent

Administrative Staff Present

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

Present:

Bob Spence, Town Attorney

Administrative Staff Absent

Mayor Moore called the meeting to order at 7:00.

The invocation was given by Mayor Pro-Tem Scott followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

Councilman Ashley made a motion, seconded by Councilman Dunn, to approve the agenda with the following change:

- Remove Public Hearing 1. *RZ-18-04 and SUP-18-02: The applicant is requesting approval of a Planned Unit Development Special Use District rezoning, rezoning an R-8 Single, Two, and Multi-Family Residential District to R-8 PUD (rezoning) and approval of a special use permit for the PUD master site plan*

Unanimously approved.

PRESENTATION:

1. Administering the Oath of Office to New Police Officer David George

Mayor Moore administered the Oath of Office to new Smithfield Police Officer David George and welcomed him to the Town.

PUBLIC HEARINGS:

- 1. Text Amendment Request Town of Smithfield (ZA-18-01):** The applicant was requesting an ordinance amendment to Appendix A, Planned Unit Development definition that removes the minimum development size and encourages a mix of uses within a Planning Unit Development that may include commercial and noncommercial uses.

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

Planning Director Stephen Wensman addressed the Council on a request by the Planning Department on text amendments to Appendix A and Article 6 of the Town of Smithfield Unified

Development Ordinance (UDO) that removes inconsistencies within the text and clarifies development standards as they pertain to Planned Unit Developments (PUD). Mr. Wensman explained the purpose of the zoning text amendment would: Eliminate an inconsistency concerning the minimum PUD size requirement and remove the requirement that a PUD must contain a mixed of residential and non residential land uses. The definition of PUD in Appendix A. stipulates a minimum development size of 25 acres, where as in Section 6.3.6, the minimum size is 5 acres. The 25 acre requirement is leftover from the old UDO and should have been update to match the new UDO requirements. Staff recommends a minimum of 5 acres which offers the greatest flexibility in using the PUD provisions in the UDO. The definition of PUD in Appendix A. requires a mix of residential and nonresidential uses. Section 6.3.6 allows for a mix of uses, but does not mandates such a mix. Staff recommends greater flexibility, encouraging mixed use, but not mandating it. This will allow PUDs in residential districts where commercial uses are not an allowed use, but allow for flexible design options of a PUD.

Staff finds the application consistent with Town Plans and Policies:

- Consistency with the Comprehensive Growth Management Plan - The zoning text amendment will support the Comprehensive Growth Management Plan for the Town such that PUDs are a flexible zoning district that reflect the land use guidance of the Plan.
- Consistency with the Unified Development Code – The zoning text amendment will be consistent with the Town of Smithfield Unified Development Ordinance in that the amendment is removing inconsistencies within the UDO and allowing PUDs to occur as intended.
- Compatibility with Surrounding Land Uses - The zoning text amendment will not impact surrounding land uses. The amendment will allow for PUDs more complementary to the district and uses in them, preserving existing character of the area.

The Planning Department and Planning Board recommend approval of the proposed amendments to Appendix A and Article 6 of the UDO with a statement declaring the request is consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the March 6, 2018 agenda packet.

Mayor Moore asked if there were any questions from the Council.

Councilman Ashley stated in the past the purpose of a PUD was to allow for multiple uses. He questioned if PUDs allowable use was a residential mixed used. Mr. Wensman responded that the uses could be commercial or residential. Councilman Ashley stated that the 5 acres seemed to be a small area for a single family home and multifamily home development. Mr. Wensman explained that a mixed use could be offices on a first floor and retail uses on the second floor.

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

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

Councilman Ashley made a motion, seconded by Councilman Rabil, to approve the Text Amendment Request ZA-18-01 as submitted. Unanimously approved.

Councilman Ashley made a motion, seconded by Mayor Pro-Tem Scott, declaring that the Text Amendment was consistent with the Town of Smithfield Comprehensive Growth Management Plan and it was reasonable and in the public interest. Unanimously Approved.

2. **Rezoning Request Stephen (Tom) Medlin (RZ-18-01):** The applicant was requesting to rezoning two tracts of land totaling approximately 1 acre from the OI (Office-Institutional) zoning district to the B-2 (Business) zoning district. The properties considered for rezoning are located on the southeast side of the intersection with North Brightleaf Boulevard and Hancock Street and further identified as Johnston County Tax ID# 15015036 and 15015047.

Councilman Ashley made a motion, seconded by Councilman Stevens, to open the Public Hearing. Unanimously approved.

Planning Director Stephen Wensman addressed the Council on a request by Stephen T. Medlin seeking approval of a zoning map amendment to rezone approximately 1.02 acres of land from O/I (Office / Institutional) zoning district to the B-2 (General Business) zoning district.

Mr. Wensman explained that in 2001, Stephen Medlin received site plan approval for the construction of Brightleaf Business Center which is a multi-phased project spanning across two properties. The properties contain two free standing buildings with a combined total of 8,800 square feet of leasable space. The property was developed as a strip center using modern zoning standards that were in place at the time of plan approval and includes 33 parking spaces with standard landscape yards. With the existing configuration, there are 6 leasable units between the two buildings with three of them currently occupied by Allstate Insurance, Labcorp and Avada Hearing Care Center. Most professional office uses are permitted within the requested B-2 (General Business) zoning district and no nonconformities will be created if the property is rezoned. However, retail uses are not permitted uses in the existing OI (Office-Institutional) zoning district. The applicant was seeking to attract a wider range of tenants and uses that are permitted within B-2 (General Business) zoning district in hopes of reducing vacancy rates. Some of the permitted uses in the requested B-2 (General Business) zoning districts as identified by Article 6 of the Town of Smithfield Unified Development Ordinance include; convenience stores, floral and gift shops, hardware stores, barber and beauty shops, and restaurants.

Planning Staff considers the action to be consistent and is reasonable:

- Consistency with the Comprehensive Growth Management Plan -The Future Land Use Map has identified this property as guided for industrial uses, however, the area is zoned a mix of O/I and B-2, none of which are consistent with the land use plan. Similar rezoning's have occurred in the area despite of the land use designation. Adjacent properties within this corridor are currently zoned and developed as commercial so the use of this site for commercial is contextually consistent and appropriate.
- Consistency with the Unified Development Code - The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance as all existing land uses on the subject property are permitted in the B-2 (General Business) and, all future land uses will be permitted in accordance with Article 6 of the Town of Smithfield Unified Development Ordinance.
- Compatibility with Surrounding Land Uses - The property considered for a rezoning is immediately adjacent to other B-2 (General Business) zoned properties. Compatibility issues are unlikely provided that any future redevelopment in the area is non-residential in nature.

The Planning Department and Planning Board have determined that the application is consistent with applicable adopted plans, policies and ordinances and recommends approval of the rezoning request.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the March 6, 2018 agenda packet.

Mayor Moore asked if there were any questions from the Council.

Councilman Barbour reminded the Council that at the last meeting, restaurants were approved in the O/I zoning district.

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

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

Mayor Pro-Tem Scott made a motion, seconded by Councilman Stevens, to approve the rezoning request RZ-18-01 as submitted and declared that the rezoning to be consistent with the Town of Smithfield Comprehensive Growth Management Plan and it is reasonable and in the public interest. Unanimously approved.

- 3. Rezoning Request TIMA LLC (RZ-18-02):** The applicant was requesting to rezone two parcels of land totaling approximately 26.57 acres from a B-3 (Business) to HI (Heavy Industrial) zoning district. The properties considered for rezoning are located on the west side of the intersection of Brogden Road and Wal-Pat Road and further identified as Johnston County Tax ID# 15K11012 and 15K11012C

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

Planning Director Stephen Wensman addressed the Council on a request by Frank Lee to rezone approximately 26.57 acres of land from B-3 Highway Entranceway Business District to HI Heavy Industrial Zoning.

Mr. Wensman explained that a Conditional Use Permit (CUP) was approved on February 1, 2010 to allow an outdoor storage area in association with a materials handling facility over both properties. The 7.03 acre property was later split off from the larger parcel and was used for outdoor storage in association with the adjacent industrial business located at 1420 Wal-Pat Road. With the CUP approval, the applicant was required to submit site development plans including landscaping, lighting and parking to comply with the Uniform Development Ordinance (UDO) prior to issuance of a zoning permit. No such plans were ever submitted and the zoning permit was never issued. The larger parcel has been vacant since the CUP approval and the smaller parcel has been used for outdoor storage in violation of the CUP conditions. Therefore, prior to issuance of a zoning permit for the use of the site for outdoor storage, the required landscaping, lighting and parking will be required.

Planning Staff considers the action to be consistent and is reasonable:

- Consistency with the Strategic Growth Plan - The Future Land Use Map guides this property as Industrial.
- Consistency with the Unified Development Code - The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance as all proposed future land uses and site specific development plans must meet the minimum development standards of the Town of Smithfield Unified Development Ordinance.
- Compatibility with Surrounding Land Uses - The property considered for a rezoning is adjacent to heavy industrial uses on the north and west and land zoned as B-3, but guided as industrial across Brogden Road. There could be some compatibility issues in the short term between the proposed industrial zoned properties and the existing residential properties along Brogden Road until the time they redevelop to industrial uses as guided.

The Planning Department and Planning Board recommend approval of the Zoning Map Amendment; and recommend that the Town Council approve a consistency statement declaring the request to be consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the

request is reasonable and in the public interest.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the March 6, 2018 agenda packet.

Mayor Moore asked if there were any questions from the Council.

Councilman Barbour stated he was concerned about the residential properties adjacent to the site stating that the residents would not be happy with the proposed zoning. Mr. Wensman explained that the properties to the east are zoned B-3 even though there are residential uses.

Councilman Lee questioned if there were plans for the widening of Brogden Road or plans for a stop light. Mr. Wensman responded that any development would have to be submitted to NCDOT. They would address any roadway issues.

Mayor Moore asked if there was anyone in attendance that wished to speak on this matter.

Ken Langston of 2255 Buffalo Road questioned if the proposed Johnston County Jail could be located on this site if it was rezoned. Mr. Scott responded that it was a permitted use in the HI district. Mayor Moore clarified that the proposed jail could currently be constructed on this site under its current B-3 zoning.

Tony Nixon of 8 Cedar Drive pointed out that there was only one commercial use and the rest were residential uses. Adjacent to the property, the homes are 80%- 90% occupied. Rezoning to Heavy Industrial would greatly impact these homes. Mr. Nixon cautioned the Council on this rezoning.

Paul Embler, representing Frank Lee, stated that in 2010, the residents in the area petitioned to have their properties rezoned to B-3. On the north side of Brogden Road, only two properties were not zoned B-3.

Councilman Ashley questioned the buffer yard and setback requirements off Brogden Road. Mr. Embler responded that he didn't think there would be any buffer yard requirements adjacent to commercial property, but there would be a forty foot buffer adjacent to any residential property. As far as the set back, Mr. Embler stated that was determined by district. Mr. Wensman responded there would be a 15 foot landscape yard and a 40 foot setback.

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

Councilman Dunn made a motion, seconded by Councilman Stevens, to approve the rezoning request RZ-18-02 as submitted and declared the rezoning to be consistent with the Town of Smithfield Comprehensive Growth Management Plan and it was reasonable and in the public interest. Councilman Dunn, Councilman Stevens, Mayor Pro-Tem Scott, Councilman Ashley, Councilman Barbour and Councilman Rabil voted in favor of the motion. Councilman Lee voted against the motion. Motion passed 6 to 1.

4. **Rezoning Request W. Frank Lee (RZ-18-03):** The applicant was requesting to rezone four tracts of land totaling approximately 2.26 acres from the R-20A (Residential-Agricultural) zoning district to the B-3 (Business) zoning district. The properties considered for rezoning are located on the east side of Buffalo Road approximately 160 feet south of its intersection with Booker Dairy Road and further identified as Johnston County Tax ID# 14075030G, 14075030F, 14075027 and 14075028

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

Planning Director Stephen Wensman addressed the Council on a request by Frank Lee seeking approval of a zoning map amendment to rezone approximately 6.8 acres of land from R20A Residential-Agricultural to B-3 Highway Entranceway Business District Zoning.

Mr. Wensman explained the proposed rezoning will be inconsistent with the Town of Smithfield's Growth Management Plan.

- Consistency with the Strategic Growth Plan

The Future Land Use Map guides this property and the surrounding properties as a Commercial Service Node. In the Comprehensive Growth Management Plan, a Commercial Service Node is envisioned as a mixed use - limited commercial focus area to service the neighborhood. The Town has no "mixed use district", but does allow PUD zoning to allow for mixed use development (a form of conditional zoning). In order to ensure consistency with the Comprehensive Growth Management Plan, only a mixed use PUD rezoning with a master plan should be approved for these nodes. B-3 PUD would likely be consistent with the Comprehensive Growth Management Plan.

The Growth Management Plan guides these Commercial Service Nodes as follows:

- Are intended to be buffered from surrounding areas by office/institutional/high density residential land uses. The exact size of the required buffer should be determined when the ultimate extent of the commercial node is known.
- Shall have Pedestrian connections developed between sites within.
- Shall be compatible in size and scale with surrounding development.
- Shall encourage shared vehicular access between adjacent commercial businesses.
- Shall have specific area development plans prepared prior to the initiation of development.

The Comprehensive Growth Management Plan's Implementation Strategies also provide guidance relevant to this rezoning request:

Objective 3: Preserve and enhance Smithfield's land use form.

Implementation Strategy b) Establish a mixed use district. A Mixed Use District is intended to provide for the coordinated development of office, commercial, and residential uses and their necessary support functions in the vicinity of key highway intersections in Smithfield. They should be designed to facilitate stated public policies to encourage design which emphasizes lively, people oriented environments and compatible, visually interesting development. This district provides areas where moderate scale mixed use centers can locate with an emphasis on development of a balance of residential, office, and commercial uses. It is further intended that the Mixed Use Districts shall encourage development within which mutually supporting residential, commercial, and office uses are scaled, balanced, and located to reduce general traffic congestion by providing housing close to principal destinations, and convenient pedestrian circulation systems and mass transit to further reduce the need for private automobile usage. Mixed Use Districts are intended to encourage development that allows multiple destinations to be achieved with a single trip. When such districts adjoin residential development or residential zoning districts, it is intended that arrangement of buildings, uses, open space, and vehicular or pedestrian access shall provide appropriate transition and reduce potentially adverse effects. The service nodes which are delineated on the Future Land Use Map (Map 18) should be mixed use districts. Mixed use can only be accomplished with PUD development.

Implementation Strategy h) Office/Institutional/Multi-family development should be used as a buffer between light industrial and commercial development and adjacent residential land uses.

Objective 4: Discourage strip commercial development on major and minor thoroughfares that allows each lot to have direct vehicular access to the highway.

Implementation Strategy c) Commercial development should be encouraged at the intersections of major roads (i.e., in a nodal fashion) consistent with the town's future land use map.

The Comprehensive Growth Management Plan also provides an illustration of a Commercial Service Node. The Comprehensive Growth Management Plan also discourages strip development in these node areas.

Therefore, the proposed rezoning will be inconsistent with the Town of Smithfield's Growth Management Plan. A straight B-3 zoning will allow all the commercial uses within a B-3 district, but will not ensure the commercial node's serve the neighborhood, buffers the adjacent residential, nor provide for the access or connectivity envisioned in the Comprehensive Growth Management Plan.

- Consistency with the Unified Development Code

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

- Compatibility with Surrounding Land Uses

The property considered for a rezoning is adjacent to a low density residentially zoned property to the north. A commercial property exists to the northeast of Booker Dairy Road which is physically disconnected from the proposed commercial site. Without the buffers and access control as guided by the Comprehensive Plan, there may be compatibility issues.

The Planning Department and Planning Board recommend denial of the Zoning Map Amendment; and recommend that the Town Council approve a consistency statement declaring the request to be inconsistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is not reasonable and not in the public interest.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the March 6, 2018 agenda packet.

Mayor Moore asked if there were any questions from the Council

Councilman Ashley questioned if the staff was in favor of the PUD and if the recommendation was conveyed to the applicant. Mr. Wensman responded that staff did have those discussions with the applicant, but he was against that recommendation.

Mayor Pro-Tem Scott questioned the impact the rezoning would have on the adjacent Community Park and the amount of buffer that would be required. Mr. Wensman responded that he was unsure about the exact width of the buffer, but thought it would be minimal.

Mayor Moore asked if there was anyone in attendance that wished to speak on this matter.

Paul Embler, representing Frank Lee, stated that there were multiple ways to rezone this property. One way was as proposed by Planning Staff and the other way was to rezone the property straight B-3. Mr. Lee chose to petition the Council for the B-3 rezoning because he does not have an intended plan for the property. Mr. Embler stated that the land has been undeveloped and on the market for over ten years. Mr. Lee was investing in the Town with the intent of future development. Mr. Embler stated that interconnectivity of this site could be achieved through sidewalks that would have to be installed during development. Mr. Embler further stated that the Buffalo Road widening project would happen in the very near future. Once completed, NCDOT would be very selective on ingress and egress onto Buffalo Road. Mr. Embler reminded the Council that anything allowable in a B-3 district will also be allowable in a B-3 PUD.

Councilman Ashley stated that this was four separate parcels and he didn't believe NCDOT would only allow one access for the entire area. Mr. Embler responded that it was premature to ask for a recombination until it was rezoned. Once the rezoning takes place, the four parcels would be recombined into one.

Mayor Moore questioned if there was access from this property to Booker Dairy Road. Mr. Embler responded that it does not have access. Mayor Moore mentioned that there was some discussion that NCDOT would turn over the piece of property they own back to the Town. Mr. Embler responded NCDOT has indicated the piece of property would not be returned to the Town.

Councilman Dunn questioned the age of the Comprehensive Plan. Mr. Wensman responded that it was twenty years old.

Councilman Barbour stated that the mixed use can only be accomplished with a PUD. Mr. Wensman responded that was correct.

Councilman Stevens made a motion, seconded by Councilman Barbour, to close the Public Hearing. Unanimously approved.

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Scott to take the recommendation of the staff and deny the rezoning request RZ-18-03 based on the information provided in staff's findings. Councilman Barbour, Mayor Pro-Tem Scott, Councilman Lee, Councilman Rabil and Councilman Stevens voted in favor of the motion. Councilman Ashley and Councilman Dunn voted against the motion. Motion carried 5 to 2

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

5. **Special Use Permit Request George's Barns (SUP-18-03):** The applicant was requesting a special use permit to allow for a U-Haul rental business on property located within a B-3 (Business) zoning district. The property considered for approval is located on the south side of US Highway 210 approximate 630 feet west of its intersection with US Highway 70 Business and further identified as Johnston County Tax ID# 15076019.

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

Planning Director Stephen Wensman addressed the Council on a request by Jorge Cuevas seeking a special use permit to rent U-Haul trucks and trailers on the property. The property is currently used for sales of storage sheds. A special use permit was issued in 2016 (SUP-16-07) to allow outdoor sales and storage on the property. The original special use permit did not include truck rental which is identified as a special use in the B-3 zoning district.

Mr. Wensman explained that the existing sales business consists of a 20 x 20 ft. sales building with a 17-stall parking lot. The storage sheds for sale are stored in the lawn area adjacent to the parking lot and behind the sales building. Access to the site is from a single 30' driveway accessing NC Highway 210. The site currently meets all site plan requirements including required parking and landscaping/buffering. The current use requires 2 parking stalls and a handicap accessible stall, so there is excess parking capacity. There are no specific site improvements required by the UDO for the additional use of the property for truck rental. The parking area is not curbed and the lawn areas have been used for parking on and off since approval of the SUP-16-07. Staff believes the expansion of the business for U-Haul rental would damage the grass areas of the site if trucks and trailers were frequently moved on and off the grass; therefore, staff recommends several conditions be attached to the an approval of the request.

The Planning Department recommends the following conditions of approval:

1. That the rental trucks and trailers be stored on the paved parking lot.
2. That the rental use occupy no more than 14 of the 17 parking stalls at any time.
3. That there shall be no parking of vehicles/trailers on the lawn or landscaped areas.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the March 6, 2018 agenda packet.

Mayor Moore asked if there were any questions from the Council

Mayor Pro-Tem Scott questioned the zoning of the parcel adjacent to the site as it is a residential use. Mr. Wensman responded that it should be zoned B-3, but it is not. The applicant resides on the property in question.

Mayor Moore stated the applicant was not present and no one was administered an affirmation to testify in the hearing.

Councilman Barbour made a motion, seconded by Councilman Ashley, to close the Public Hearing. Unanimously approved.

The Written Finding

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

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

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

Record of Decision: Approval of Conditional Use Permit Application Number SUP-18-03

Councilman Ashley made a motion, seconded by Mayor Pro-Tem Scott, based upon satisfactory compliance with the above eight stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to recommend approval of Special Use Permit Application # SUP-18-03 with the following conditions:

1. That the rental trucks and trailers be stored on the paved parking lot.
2. That the rental use occupy no more than 14 of the 17 parking stalls at any time.
3. That there shall be no parking of vehicles/trailers on the lawn or landscaped areas

Unanimously approved.

CITIZENS' COMMENTS: None

CONSENT AGENDA:

Councilman Ashley made a motion, seconded by Councilman Rabil, to approve the following items as listed on the Consent Agenda. Unanimously approved.

1. Approved the following Minutes:
 - February 6, 2018 – Regular Meeting
 - February 6, 2018 – Close Session
 - February 12, 2018 – Recessed Meeting
 - February 12, 2018 – Close Session
 - February 20, 2018 – Recessed Meeting
 - February 20, 2018 – Close Session
2. Approved a Career Ladder promotion in the Police Department. The officer was promoted from the rank of Police Officer II to the rank of Master Police Officer.
3. Approved a bid award to Servco Construction in the amount of \$17,000 for the Public Works Locker Room Renovation. Bids received are as follows:
 - Rhodes Construction \$56,446.50
 - SOHN, Inc. \$21,500.00
 - Servco Construction \$17,000.00
 - Talon Construction Did not submit a bid
4. Approved the purchase of a new 420 Cat 420F2 Backhoe from Gregory Poole in the amount of \$116,097.00 for use by the Public Works Department.
5. Approved a bid award to JLP Carpentry in the amount of \$14,850 for renovations to the Civitan Field Concession Building. Bids received are as follows:
 - Griswold Construction \$17,982.00
 - JLP Carpentry \$14,850.00
6. The following Advisory Board Appointments were approved:
 - Monique Clark was appointed to serve a first term on the Parks and Recreation Advisory Committee
7. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Facility Maintenance Specialist	P & R – Recreation	10-60-6200-5100-0200	\$11.86/hr. (\$24,668.80/yr.)
Utility Line Mechanic	Public Utilities – W/S	30-71-7220-5100-0200	\$12.46/hr. (\$25, 916.80/yr.)
Utility Line Mechanic	Public Utilities – W/S	30-71-7220-5100-0200	\$12.46/hr. (\$25, 916.80/yr.)
<u>Current Vacancies</u>			
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	
Electric Line Technician	PU – Electric	31-72-7230-5100-0200	
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	

BUSINESS ITEMS:

1. **Consideration and Approval to enter into the following service agreements:**
 - a. **Stewart Inc. to prepare the Comprehensive Growth Management Plan in the amount of \$93,400**

b. Kimley-Horn to prepare the Comprehensive Transportation Plan in the amount of \$100,412.25

Planning Director Stephen Wensman addressed the Council on a request to enter into a contract with Stewart Inc. in the amount of \$93,400 to prepare the Comprehensive Growth Management Plan and to enter into a contract with Kimley-Horn in the amount of \$100,412.25 to prepare the Comprehensive Transportation Plan. A budget amendment will be required. Funds from the sale of the Ava Gardner Blvd right of way will pay for these needed plans.

Mr. Wensman explained these projects were originally lets as two separate projects, but through the interview process, it became apparent that there was a need and opportunity to have a coordinated or unified approach to both planning processes. The approach included coordination and sharing in three areas: Land use, demographic socio-economic data analysis, branding and theming and public engagement. The unified approach will result in documents that reflect the interconnectedness of land use planning and transportation. A unified branding and theming will simplify the process as it is presented to the public who may or may not differentiate various planning initiatives. It will allow for a single engagement process to eliminate planning fatigue in residents, businesses leaders and staff by having a single steering committee, and unified public engagement events. The consultants will also coordinate with the stormwater planning process under contract with Jewell Engineering as it pertains to land use or transportation planning. Public Engagement will include : Steering Committee, stakeholder interviews, public workshops, Social Media/Website, Surveys, Community Events and Council Communication

The unified planning process is expected to be completed over a 14-month time line. The consultants have prepared a draft timeline with key milestones identified. The actual time line may be adjusted as needed to ensure adequate public input and review by stakeholders.

Mayor Pro-Tem Scott questioned if staff had checked references of these two firms. Town Manager Michael Scott responded the committee checked references and work history for both firms. The committee was confident that both firms selected would do a good job for the Town.

Councilman Dunn made a motion, seconded by Mayor Pro-Tem Scott, to approve the following: Contract with Stewart Inc. in the amount of \$93,400 to prepare the Comprehensive Growth Management Plan, Contract with Kimley-Horn in the amount of \$100,412.25 to prepare the Comprehensive Transportation Plan and the budget amendment. Unanimously approved.

Budget Amendment

	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
<u>GENERAL FUND</u>			
1. REVENUE			
10-00-3900-3900-0000 Fund Balance Appropriation	<u>\$ 238,083</u>	<u>\$ 193,813</u>	<u>\$ 431,896</u>
Expenditure			
10-10-4900-5300-4504 Planning - Comprehensive Growth Mgmt	\$ -	\$ 93,400	\$ 93,400
Plan			
10-10-4900-5300-4505 Planning - Comprehensive Transportation	-	100,413	100,413
Plan			
	<u>\$ -</u>	<u>\$ 193,813</u>	<u>\$ 193,813</u>

To fund a comprehensive growth management plan study and a comprehensive transportation plan study using proceeds from the sale of Ava Gardner Blvd.

Councilmembers Comments

- Mayor Pro-Tem Scott informed the Council that he was approached by some citizens that were very complimentary of the Town's Utilities and Sanitation Staff. He expressed his appreciation to the staff for all they do.
- Councilman Barbour informed the Council that he and members of the community were trying to generate interest in reestablishing a local newspaper. He explained that Smithfield is the only community with its population that does not have one. He complimented staff for the Town's newsletter. During the budget process, he suggested that the Council consider a communications person.
- Councilman Dunn expressed his appreciation to the citizens that attend the Council meetings every month.

Town Manager's Report:

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

- Police Accreditation: Chief Powell will be travelling to Frisco, Texas from March 21 to March 24, to defend the department's National Accreditation with the Commission on Accreditation for Law Enforcement Agencies (CALEA). This will be the department's first reaccreditation which will remain in effect three additional years.
- Boat Ramp: The newly renovated boat ramp is complete and open for business. Some additional plantings will be added yet this Spring
- Community Clean Up: Community clean up continues. Lenny Branch has used community service workers to clean up debris on Highway 210, Wilsons Mills Road, Outlet Center Drive and Brogden Road.
- Sarah Yard Center: On March 17th from 6:30 to 8:30 pm, there will be a free speaking event hosted by Ms. Liz Alexander who has a consulting business called "She Dreams of Freedom" located in New York. Ms. Alexander will be speaking and facilitating a conversation hearing the perspective of #ME TOO in the voice of girls in Raleigh, Sunday, March 18th at an event, part of a three year initiative of Shaw University, The Souls of Black and Brown Girls. Through the work of Dr. Beverly Wallace, Liz Alexander has agreed to speak at the Sarah Yard Center on Saturday, March 17th from 6:30 to 8:30 pm. Grand opening is scheduled for March 26th.

Department Reports

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

Closed Session: Pursuant to NCGS 143.318-11 (a)(3):*To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.*

Councilman Dunn made a motion, seconded by Councilman Rabil, to enter into closed session pursuant to NCGS 143.318-11 (a)(3). Unanimously approved at 8:33 pm

Reconvene in Open Session:

Mayor Pro-Tem Scott made a motion, seconded by Councilman Rabil, to reconvene in open session. Unanimously approved at 8:53 pm.

Adjourn

Councilman Barbour made a motion, seconded by Councilman Dunn, to adjourn the meeting. The meeting adjourned at approximately 8:54 pm.

ATTEST:

M. Andy Moore, Mayor

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent Agenda: **Unsealing of Minutes**
Date: 04/03/2018

Subject: Unsealing of Closed Session Minutes
Department: General Government
Presented by: Town Clerk – Shannan Parrish
Presentation: Consent Agenda

Issue Statement

Annually staff reviews Close Sessions Minutes to determine if they can be unsealed. In accordance with NCGS 143-318. 10 (e), staff has determined that 11 of Close Session Meeting Minutes can now be unsealed.

Financial Impact

There would be no financial impact

Action Needed

Approve the unsealing of the Close Session Minutes as outlined in the staff report

Recommendation

Approve the unsealing of the Close Session Minutes as outlined in the staff report

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff report
2. Copies of Minutes
- 3.



Staff Report

**Consent
Agenda** **Unsealing
of
Minutes**

North Carolina General Statute 143-318. 10 (e) states the following:

Every public body shall keep full and accurate minutes of all official meetings, including any closed sessions held pursuant to G.S. 143-318.11. Such minutes may be in written form or, at the option of the public body, may be in the form of sound or video and sound recordings. When a public body meets in closed session, it shall keep a general account of the closed session so that a person not in attendance would have a reasonable understanding of what transpired. Such accounts may be a written narrative, or video or audio recordings. Such minutes and accounts shall be public records within the meaning of the Public Records Law, G.S. 132-1 et seq.; provided, however, that minutes or an account of a closed session conducted in compliance with G.S. 143-318.11 may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session.

Staff has determined that the following minutes can be unsealed:

- February 10, 2014
- September 16, 2014
- December 16, 2014
- January 6, 2015
- May 27, 2015
- June 22, 2015
- August 10, 2015
- November 10, 2015
- January 26, 2016
- August 2, 2016
- November 1, 2016



Request for Town Council Action

**Consent
Agenda
Item:**

**Application
for
Temporary
Use Permit**

Date: 04/03/2018

Subject: Temporary Use Permit – Johnston Health “Champions 5k/10k Walk/Run”

Department: Planning Department

Presented by: Planning Department

Presentation: Consent Agenda Item

Issue Statement

Johnston Health Foundation is seeking to amend its annual race to include a 10k walk/run.

Financial Impact

There will be no negative impact to the budget as the Police Department budgets funds to provide officers for this event.

Action Needed

Approve the Temporary Use Permit amending the Champions 5k walk/run to include the 10k walk/run

Recommendation

Approve the addition of the 10k walk/run to the annual Champions 5k event

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application
3. 5k/10k Route Maps



Staff Report

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

In 2012, the Town Council approved the Johnston Health Foundation's first Champions 5k race. In 2014, this event was approved by the Town Council as an annual event. This year, the Johnston Health Foundation is modifying the event to add a 10k walk/run. Since the annual event did not include the 10k race, staff is requesting that the Town Council approve the addition of the 10k race and approve it as an annual event.



Town of Smithfield's Planning Department

P.O. Box 761 or

350 East Market Street

Smithfield, NC 27577

Effective: January 2008

Temporary Use Permit Application

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

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

TYPE OF EVENT

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

PERMIT FEE \$100

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

JOHNSTON HEALTH FOUNDATION

CHAMPIONS 5K + 10K run/walk 509 N. BRIGHTLEAF BLVD. SMITHFIELD
Name of Event ANNUAL Location of Event (exact street address) NC

Applicant name SOL HALLIBURTON E-mail address SOL.HALLIBURTON@unc.edu

Address Johnston Health 509 N. Brightleaf Blvd Smithfield Zip 27577

Day phone 919-938-7169 Mobile phone 201-779-8060

Event set-up/start time/date 4/14 at 6am Event clean-up/end date/time 4/14 at 12noon

Sound amplification hours 8am - 12noon Will food or goods be sold? NO

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

Private agency name & phone, if applicable: N/A

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

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

DOGS ALLOWED

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

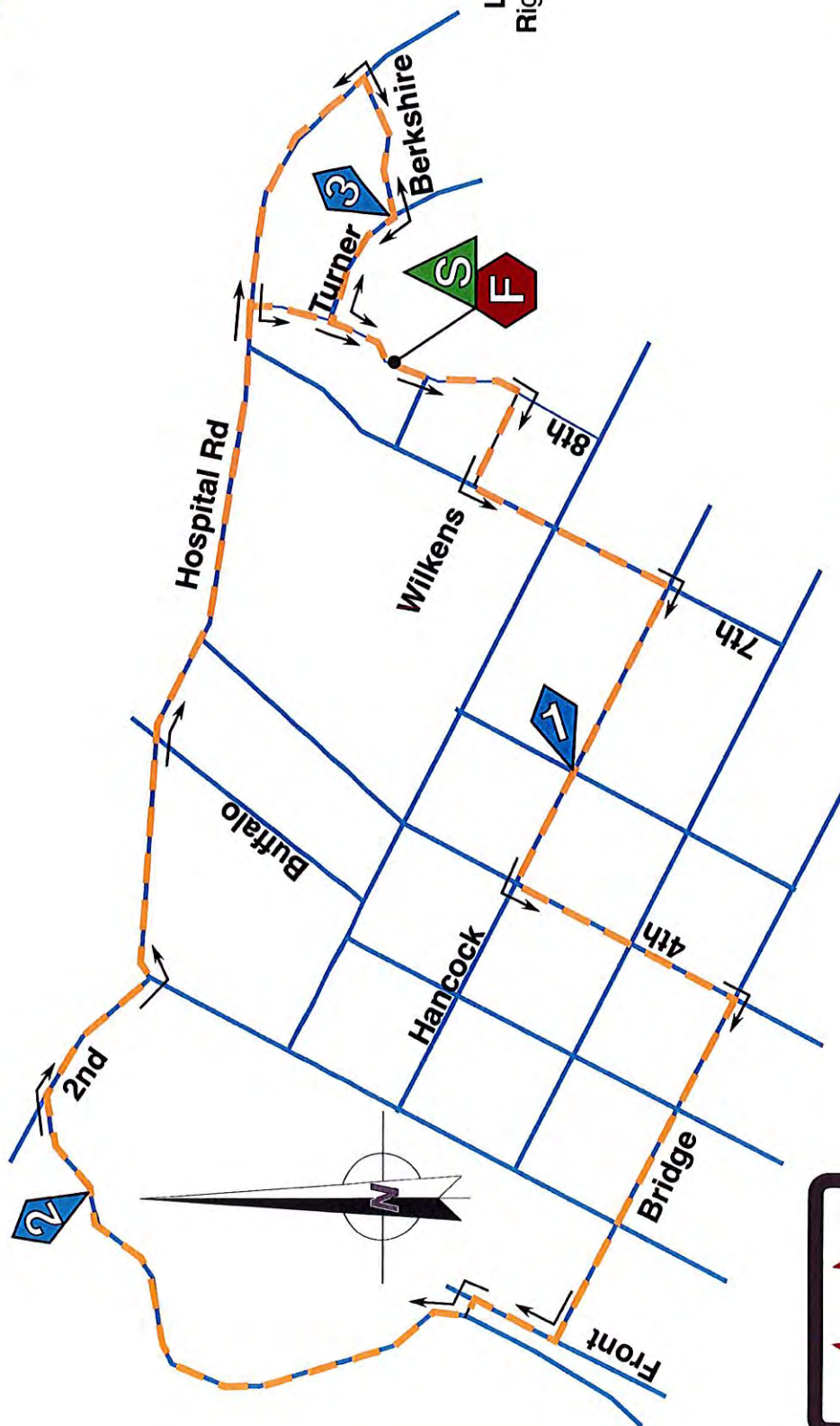
SOL HALLIBURTON [Signature] MOX. 2, 2018
Applicant's name (print) Signature Date

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

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

Reviewing Planner: [Signature] Date: 3/5/18
(Note: See attached letter)

Johnston Health Foundation Champions 5k Smithfield, NC



Route
 Start on 8th
 Left on Turner
 Right on Turner
 Left on Berkshire
 Left on Hospital Rd
 Left on Turner
 Right on 8th
 Right on Wilkins
 Left on 7th
 Right on Hancock
 Left on 4th
 Right on Bridge
 Right on Front
 Left to Greenway path
 Right on Greenway path
 Right on 2nd
 Left on Hospital Rd
 Right on Berkshire
 Right on Turner
 Left on Turner
 Right on 8th
 Finish on 8th



Johnston Health Foundation Champions 10k Smithfield, NC



- Route**
- Start on 8th
 - Left on Turner
 - Right on Turner
 - Left on Berkshire
 - Left on Hospital Rd
 - Left on Turner
 - Right on 8th
 - Right on Wilkins
 - Left on 7th
 - Right on Hancock
 - Left on 4th
 - Right on Bridge
 - Right on Front
 - Left to Greenway path
 - Right on Greenway path
 - Right on 2nd
 - Slight Left to Greenway Path
 - Turn-Around on Greenway Path
 - Left on 2nd
 - Left on Hospital Rd
 - Right on Berkshire
 - Right on Turner
 - Left on Turner
 - Right on 8th
 - Finish on 8th





Request for Town Council Action

**Consent
Agenda
Item:**

**Application
for
Temporary
Use Permit**

Date: 04/03/2018

Subject: Temporary Use Permit

Department: Mucho Mexico Restaurant

Presented by: Planning Department

Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to authorize Mucho Mexico Restaurant located at 712 E. Market Street, to have appropriate Latin karaoke music in their patio area from 2:00 p.m. to 8:00 p.m. on May 5th, 2018. They are celebrating Cinco de Mayo.

Financial Impact

N/A

Action Needed

To approve the Temporary Use Permit Application

Recommendation

Approve the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Mucho Mexico Restaurant located at 712 E. Market Street is requesting to celebrate Cinco de Mayo on May 5th, 2018. They would like to have appropriate Latin karaoke music in the patio area between 2:00 p.m. and 8:00 p.m. The event is planned from 2:00 p.m. to 11:00 p.m. Smithfield Police presence will not be needed, nor will any street closures.



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

Temporary Use Permit Application

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

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

TYPE OF EVENT

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

PERMIT FEE \$100.

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

Name of Event Micho 5 de Mayo Fiesta Location of Event (exact street address) 712 E Market St. Smithfield, NC 27577

Applicant name Dany E. Gabor E-mail address _____
Address 712 E. Market St. Smithfield NC 27577 Zip 27577
Day phone (919) 464-6386 Mobile phone (919) 464-6386
Event set-up/start time/date 10:00am Event clean-up/end date/time 11:00pm
Sound amplification hours 2:00pm - 8pm Will food or goods be sold? yes
Security provided by Smithfield Police or private security (describe duties): N/A
Private agency name & phone, if applicable: N/A
Will any Town property be used (i.e., streets, parks, greenways)? N/A

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

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

Applicant's name (print) Dany E. Gabor Signature [Signature] Date 1/15/18

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

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

Reviewing Planner: [Signature] Date: 3/16/18
(Note: See attached letter)



Request for Town Council Action

**Consent
Agenda
Item:**

**Application
for
Temporary
Use Permit**

Date: 04/03/2018

Subject: Temporary Use Permit

Department: Smithfield Church of God

Presented by: Planning Department

Presentation: Consent Agenda Item

Issue Statement

The Council is asked to authorize Smithfield Church of God to hold a Gospel Concert at Smithfield Town Commons stage on April 27th, 2018 between the hours of 7:00-9:00pm.

Financial Impact

None

Action Needed

To approve the Temporary Use Permit Application

Recommendation

Staff recommends approving the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Smithfield Church of God is seeking approval to conduct a Gospel Concert on Friday, April 27th, 2018 from 7:00 to 9:00 pm at Smithfield Town Commons. The event will have amplified sound. Police presence is not needed and there will not be food served at this concert.



Town of Smithfield's Planning Department

P.O. Box 761 or
350 East Market Street
Smithfield, NC 27577
Effective: January 2008

Temporary Use Permit Application

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

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

PERMIT FEE \$100

TYPE OF EVENT

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

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

Gospel Concert	200 S. Front St., Smithfield, NC 27577
Name of Event	Location of Event (exact street address)

Applicant name Emily Strong (The Church of God) E-mail address estrong84@gmail.com

Address P.O. Box 2118 Smithfield, NC Zip 27577

Day phone 919-965-0880 Mobile phone 919-965-0880

Event set-up/start time/date 7:00 pm April 27th Event clean-up/end date/time 9:00pm

Sound amplification hours 2 hours total Will food or goods be sold? No

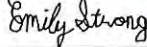
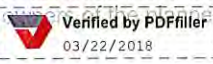
Security provided by Smithfield Police or private security (describe duties): _____

Private agency name & phone, if applicable: _____

Will any Town property be used (i.e., streets, parks, greenways)? Smithfield Town Commons Stage area

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

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

Emily Strong   03/22/2018 3/22/2018
Applicant's name (print) Signature Date

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

Method of payment: Cash Check Credit card Amount \$

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



Request for Town Council Action

**Consent
Agenda
Item:**

**Application
for
Temporary
Use Permit**

Date: 04/03/2018

Subject: Temporary Use Permit

Department: Downtown Smithfield Development Corporation

Presented by: Planning Department

Presentation: Consent Agenda Item

Issue Statement

The Council is asked to authorize DSDC to hold its Rhythm and Brews Concert Series on June 15th, August 17th and September 21st from 4:00 pm until 11:00 pm

Financial Impact

None

Action Needed

To approve the Temporary Use Permit Application and approve the concert series as annual events

Recommendation

Staff recommends approving the Temporary Use Permit Application and approving the concert series as annual events.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff report
2. Temporary Use Permit Application



Staff Report

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

The Downtown Smithfield Development Corporation is seeking approval to conduct its Rhythm and Brews Concert Series on June 15th, August 17th and September 21st. The event will require amplified sound and street closure of the 100 block of South Third Street from 4:00 pm until 11:00 pm. Staff is requesting that the concert series be approved as annual events.



Town of Smithfield's Planning Department

P.O. Box 761 or
350 East Market Street
Smithfield, NC 27577
Effective: January 2008

Temporary Use Permit Application

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

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

TYPE OF EVENT

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

PERMIT FEE \$100

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

Rhythm & Brews
Name of Event

100 block of S. Third Street
Location of Event (exact street address)

Applicant name Sarah Edwards E-mail address sarah@downhillsmithfield.com

Address 200 S. Front St. Smithfield NC zip 27577

Day phone (919) 934-0807

Mobile phone (919) 796-2899

Event set-up/start time/date 4:00pm 8/17/2018 ^{8/15/2018} _{8/21/2018} Event clean-up/end date/time 11:00pm

Sound amplification hours 1pm - 10pm

Will food or goods be sold? Yes

Security provided by Smithfield Police or private security (describe duties): Off duty Smithfield police officers

Private agency name & phone, if applicable: _____

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

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

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

Sarah Edwards
Applicant's name (print)

[Signature]
Signature

8/21/2018
Date

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

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

Reviewing Planner: _____

Date: _____

(Note: See attached letter)



Request for Town Council Action

Agenda Item:	Storm Debris Removal Project
Date:	04/03/2018

Subject:	Storm Debris Removal Project
Department:	Public Works
Presented by:	Lenny Branch, Public Works Director
Presentation:	Consent Agenda

Issue Statement

The Public Works Department is requesting permission to award the 2018 Storm Debris Removal Project to W. E. Blackmon Construction for the amount of \$60,000.00.

Financial Impact

Project is being provided through a **Grant** from the NC Division of Soil and Water Conservation. There will be no financial impact to the town.

Action Needed

Council's approval to award the Storm Debris Removal Project to W. E. Blackmon Construction.

Recommendation

Staff recommends awarding the Storm Debris Removal Project to W. E. Blackmon Construction in the amount of \$60,000.00.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff report
2. Bid Tabulations
3. Copy of Grant Contract



Staff Report

**Agenda
Item:**

**Storm
Debris
Removal
Project**

The Town of Smithfield applied for a (no matching) Storm Debris Removal Grant through the NC Division of Soil and Water Conservation. The Grant Scope of Work; Complete stream debris activities including cutting and removing downed trees, broken tops, woody/vegetative debris and sediment that impede or potentially impede water flow in streams. Staff identified our three (3) major blue line streams that flow directly to the Neuse River and are as follows;

- Spring Branch 2,450LF
- Meadowbrook Creek 4,065LF
- Buffalo Creek 12,000LF

The NC Division of Soil and Water Conservation approved our Grant application and awarded us the Grant in the amount of \$148,890.00. Bid packets for the Storm Debris Removal Project were sent out to Eleven (11) companies, only Two (2) of companies submitting bids for the project. Sealed Bids were opened at the Public Works facility on March 22, 2018 (at 9:00am). W. E. Blackmon Construction was the lowest Bidder on the project at \$60,000.00. Our contract has verbage that allows us the right to increase or decrease the various amounts of work by 25% with no change in unit price.

It is the recommendation of the Public Works department to award the Storm Debris Removal Project to W. E. Blackmon in the amount of \$60,000.00.



TOWN OF SMITHFIELD
 231 Hospital Rd
 PO Box 761
 Smithfield, NC 27577
 919-934-2116

**Stream Debris Removal Project
 Spring Branch, Meadowbrook Creek, Buffalo Creek**

Public Works Department
 Bid Opening – Thursday, March 22, 2018, 9:00 a.m.

BIDDER	BID AMOUNT	UNIT RATE Beaver Dam Removal
JP Edwards Inc		
Spain Farms		
Stevens Storm Service LLC		
Eddie Sutton		
DTS Inc		
DRC Emergency Services		
J and J Environmental		
Harris Services		
Santee Modular Homes Inc		
Marlin Construction & Equipment	245,323	1000 each
WE Blackmon Construction	60,000	200 each

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**



Departmental Use Only

CENTER: 2975-4786-2017
ACCOUNT: 536502
AMOUNT: \$148,890.00

**North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation
Stream Debris Removal Project - Government**

CONTRACT # 17-175-4060

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation (the "Agency") and Town of Smithfield (the "Grantee"), and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6001335 and is physically located in Johnston County, and is further located at PO Box 761 Smithfield, NC 27577.

The purpose of this Contract is to remove from streams debris resulting from Hurricane Matthew and Tropical Storms Hermine and Julia. The Grantee's project title is Stream Debris Removal Project. This Contract is funded by state appropriations from the Disaster Recovery Act of 2016. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Electronic Payment Request Form (Attachment G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph I, above, with the first-listed document having the

highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on January 1, 2017 and shall terminate on December 31, 2019 with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

The Grantee shall provide the services as described in the Attachment B: Scope of Work.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **\$148,890.00**. This amount consists of: **\$148,890.00** in State funds.

☐ a. There are no matching requirements from the Grantee.

☐ b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	\$
	Cash	\$
	Cash and In-kind	\$
	Cash and/or In-kind	\$
	Other/Specify:	\$

☒ c. The Grantee's matching requirement is **\$7,445.00**, which consists of:

	In Kind	\$
	Cash	\$
	Cash and In-kind	\$
	Cash and/or In-kind	\$7,445.00
	Other/Specify:	\$

The total contract amount with matching funds is **\$156,335.00**.

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency within 60 days of the termination of this Contract.

VIII. Reporting Requirements:

(1) State [N.C.G.S. 143C-6-23]:

The Agency has determined that the Grantee is a government entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

(2) Agency Reporting Requirements:

- a) The Grantee shall submit quarterly progress reports, with each report due on or before the last day of April, July, October, and January, continuing until the project is complete and final project report is approved. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
- b) The quarterly and final report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
- c) Grantee shall submit a Final Financial report and Final Invoice not later than 60 days after the expiration or termination of this Contract.

IX. Payment Provisions:

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, an invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project and, upon approval by the Agency, shall receive payment within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency.

Up to 12 percent (12%) of the funds awarded to the Grantee may be used to reimburse actual documented administrative expenses for the project, excluding any expenses pledged by the Grantee as match for this project and salary, benefits, and operating expenses that would normally have been paid by the Grantee.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to; copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor; salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the Grantee. The Agency must determine that all work has been completed satisfactorily in accordance with the Best Management Practices for Selective Clearing and Snagging.

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly invoices.

Indirect costs are not allowable expenditures under this Contract, except as described in paragraph two of this section.

X. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David B. Williams, Deputy Director Division of Soil & Water Conservation 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-715-6103 Email: David.B.Williams@ncagr.gov	David B. Williams, Deputy Director Division of Soil & Water Conservation 512 N. Salisbury Street, Room 417D Raleigh, NC 27604-1170

For the Grantee:

Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
Michael Scott Town of Smithfield PO Box 761 Smithfield, NC 27577 Telephone: 9199891077 Fax: 9199898937 Email: michael.scott@smithfield-nc.com	Same

XI. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise normally expends for salary and benefits for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements
- b. Pre-audit all invoices presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIII. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. N.C.G.S. § 133-32 and Executive Order 24:


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

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

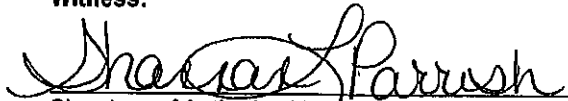
IN WITNESS WHEREOF, the Grantee and the Agency execute this contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which are retained by the Agency, the day and year first above written.

Grantee: Town of Smithfield

 11/15/2017
Signature of Authorized Representative Date

Michael L. Scott Town Manager
Printed Name Title

Witness:

 11/15/2017
Signature of Authorized Representative Date

Shennan L. Perrish Town Clerk
Printed Name Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

PUBLIC SECTOR CONTRACTS (Including Local Governments)**General Terms and Conditions****DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

PUBLIC SECTOR CONTRACTS (Including Local Governments)

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government" has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

PUBLIC SECTOR CONTRACTS (Including Local Governments)

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

PUBLIC SECTOR CONTRACTS (Including Local Governments)

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

TABLE B1: Stream/Ditch Segments to be repaired

NCDA&CS (Gov't Contract Cover - Soil & Water) Rev. 7/14; 12/14

The GRANTEE will ensure that all required permits are secured for each site before any work proceeds for that site.

The GRANTEE will ensure that it follows the Best Management Practices for Selective Clearing and Snagging to manage all woody debris removed from streams. These guidelines can be downloaded at

<http://www.ncagr.gov/SWC/disasterresponse/documents/BestManagementPracticesforSelectiveClearingandSnagging.pdf>

In the event the Grantee completes the work specified in the Scope of Work without exhausting the funds in the Contract, the Agency Contract Administrator may issue a Work Authorization to approve stream debris removal work for additional stream segments requested by the Grantee, not to exceed the funds available in the Contract.

Certifications and Assurances

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

350 East Market St., Smithfield, NC 27577

231 Hospital Rd., Smithfield, NC 27577

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

- A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Town of Smithfield
Grantee Organization Name


Signature of Authorized Representative

11-16-17
Date

Michael L. Scott
Printed Name of Authorized Representative

Town Manager
Title



Request for Town Council Action

**Consent
Agenda
Item:**

**Way
Finding
Grant**

Date: 04/03/2018

Subject: Way Finding Grant
Department: General Government & DSDC
Presented by: Town Manager Michael Scott
Presentation: Consent

Issue Statement

During 2016, the Council approved the submission of a grant, partnering with DSDC, to receive funds to complete the way finding project throughout Smithfield. The grant was not awarded in 2017. The Council is being asked to approve the grant application again in 2018.

Financial Impact

\$75,000, occupancy tax dollars from Johnston County Tourism.

Action Needed

Approve submission of the grant application.

Recommendation

Approve submission of the grant application.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Grant Application



Staff Report

Concent **Way**
Agenda **Finding**
Item: **Grant**

The Town continues working with Downtown Smithfield Development Corporation (DSDC) and Johnston County Tourism to bring the way finding project into reality. To date, locations have been selected for the new gateway signs on both ends of Highway 301 and Highway Business 70. The Council previously approved \$50,000 in money from Johnston County Tourism to begin the construction of these signs. Currently, the Town is in the process of evaluating bids for sign construction.

In 2016, the Town partnered with DSDC to submit a grant for the wayfinding project to United States Department of Agriculture (USDA) in the amount of \$250,000, with the town including a match amount of \$50,000 from Johnston County Tourism. We did not receive an award for this grant application. Upon review with the grant review committee from USDA, we learned how to better increase the points needed to get a grant approved in the future. One suggestion was to utilize a different formula for the matching portions of the grant. This grant applications includes these recommendations. This changes the amount of requested funds to **\$202,125, includes a match amount from the Town's tourism dollars** of \$75,000 from Johnston County Tourism and an additional match amount from DSDC in the amount of \$29,375.

The Council is being asked to approve the grant application to be submitted by its due date of April 21, 2018.

Application for Federal Assistance SF-424		Version 02
* 1. Type of Submission:		
<input type="checkbox"/> Preapplication		
<input checked="" type="checkbox"/> Application		
<input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application:		* If Revision, select appropriate letter(s):
<input checked="" type="checkbox"/> New		<input type="text"/>
<input type="checkbox"/> Continuation		* Other (Specify)
<input type="checkbox"/> Revision		<input type="text"/>
* 3. Date Received:		4. Applicant Identifier:
<input type="text"/>		<input type="text"/>
5a. Federal Entity Identifier:		* 5b. Federal Award Identifier:
<input type="text"/>		<input type="text"/>
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
<input type="text"/>		<input type="text"/>
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Town of Smithfield"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN):		* c. Organizational DUNS:
<input type="text" value="56-6001335"/>		<input type="text" value="0951240120000"/>
d. Address:		
* Street 1: <input type="text" value="350 E. Market Street"/>		
Street 2: <input type="text" value="PO Box 761"/>		
* City: <input type="text" value="Smithfield"/>		
County: <input type="text"/>		
* State: <input type="text" value="North Carolina"/>		
Province: <input type="text"/>		
* Country: <input type="text" value="USA: UNITED STATES"/>		
* Zip / Postal Code: <input type="text" value="27577"/>		
e. Organizational Unit:		
Department Name:		Division Name:
<input type="text"/>		<input type="text"/>
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>		* First Name: <input type="text" value="Michael"/>
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="Scott"/>		
Suffix: <input type="text"/>		
Title: <input type="text" value="Town Manager"/>		
Organizational Affiliation:		
<input type="text"/>		
* Telephone Number: <input type="text" value="(919) 934-2116"/>		Fax Number: <input type="text"/>
* Email: <input type="text" value="michael.scott@smithfield-nc.com"/>		

Application for Federal Assistance SF-424	Version 02
9. Type of Applicant 1 - Select Applicant Type: <div style="border: 1px solid black; padding: 2px;">C: City or Township Government</div> Type of Applicant 2- Select Applicant Type: <div style="border: 1px solid black; height: 20px;"></div> Type of Applicant 3- Select Applicant Type: <div style="border: 1px solid black; height: 20px;"></div> * Other (specify): <div style="border: 1px solid black; height: 20px;"></div>	
* 10. Name of Federal Agency: <div style="border: 1px solid black; padding: 2px;">NGMS Agency United States Department of Agriculture - Rural Development</div>	
11. Catalog of Federal Domestic Assistance Number: <div style="border: 1px solid black; height: 20px;"></div> CFDA Title: <div style="border: 1px solid black; height: 20px;"></div>	
* 12. Funding Opportunity Number: <div style="border: 1px solid black; padding: 2px;">MBL-SF424 FAMILY-ALL FORMS n/a</div> * Title: <div style="border: 1px solid black; padding: 2px;">MBL-SF424 FAMILY - ALL FORMS Rural Business Development Grant</div>	
13. Competition Identification Number: <div style="border: 1px solid black; height: 20px;"></div> Title: <div style="border: 1px solid black; height: 60px;"></div>	
14. Areas Affected by Project (Cities, Counties, States, etc.): <div style="border: 1px solid black; height: 50px;"></div>	
* 15. Descriptive Title of Applicant's Project: <div style="border: 1px solid black; padding: 2px;">Wayfinding Sign System</div>	
Attach supporting documents as specified in agency instructions. <div style="display: flex; justify-content: space-between; margin-top: 5px;">Add AttachmentsDelete AttachmentsView Attachments</div>	

Application for Federal Assistance SF-424		Version 02
16. Congressional Districts Of:		
* a. Applicant	<input type="text" value="NC-007"/>	* b. Program/Project <input type="text" value="NC-007"/>
Attach an additional list of Program/Project Congressional Districts if needed.		
<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>		
17. Proposed Project:		
* a. Start Date:	<input type="text" value="07-01-2018"/>	* b. End Date: <input type="text" value="06-30-2019"/>
18. Estimated Funding (\$):		
* a. Federal	<input type="text" value="\$97,750.00"/>	
* b. Applicant	<input type="text" value="\$75,000.00"/>	
* c. State	<input type="text" value="\$0.00"/>	
* d. Local	<input type="text" value="\$29,375.00"/>	
* e. Other	<input type="text" value="\$0.00"/>	
* f. Program Income	<input type="text" value="\$0.00"/>	
* g. TOTAL	<input type="text" value="\$202,125.00"/>	
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>		
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.		
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.		
* 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes", provide explanation.)		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text" value="Explanation"/>		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications- and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances **and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)		
<input checked="" type="checkbox"/> ** I AGREE		
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.		
Authorized Representative:		
Prefix:	<input type="text"/>	* First Name: <input type="text" value="Michael"/>
Middle Name:	<input type="text"/>	
* Last Name:	<input type="text" value="Scott"/>	
Suffix:	<input type="text"/>	
* Title:	<input type="text" value="Town Manager"/>	
* Telephone Number:	<input type="text" value="(919) 934-2116"/>	Fax Number: <input type="text"/>
* Email:	<input type="text" value="michael.scott@smithfield-nc.com"/>	
* Signature of Authorized Representative:	<input type="text"/>	* Date Signed: <input type="text"/>

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Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-1 02

Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Wayfinding	10.351	\$	\$	\$	\$ 97,750.00	\$ 202,125.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$	0.00	\$	97,750.00	\$ 202,125.00
SECTION B - BUDGET CATEGORIES						
Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1) Wayfinding	(2)	(3)	(4)	(5)	
a. Personnel	\$	0.00	\$	\$	\$	0.00
b. Fringe Benefits		0.00				0.00
c. Travel		0.00				0.00
d. Equipment		0.00				0.00
e. Supplies		0.00				0.00
f. Contractual	202,125.00					202,125.00
g. Construction		0.00				0.00
h. Other		0.00				0.00
i. Total Direct Charges (sum of 6a-6h)	202,125.00		0.00	0.00	0.00	202,125.00
j. Indirect Charges						0.00
k. TOTALS (sum of 6i and 6j)	\$	202,125.00	\$	0.00	\$ 0.00	\$ 202,125.00
7. Program Income	\$	0.00	\$	\$	\$	\$

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Prescribed by OMB Circular A-102

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Wayfinding	\$ 75,000.00	\$	\$ 29,375.00	\$	104,375.00
9.					0.00
10.					0.00
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	0 \$	0
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
	\$	\$	\$	\$	\$
13. Federal	97,750.00	97,750.00	0.00	0.00	0.00
14. Non-Federal	104,375.00	104,375.00	0.00	0.00	0.00
15. TOTAL (sum of lines 13 and 14)	\$ 202,125.00	\$ 202,125.00	\$ 0.00	\$ 0.00	\$ 0.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$	0.00 \$	0.00 \$	0.00 \$	0.00
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
		Town Manager	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Town of Smithfield			

Standard Form 424B (Rev. 7-97) Back

USDA
Form RD 400-4
(Rev. 3-97)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018

The Town of Smithfield
(name of recipient)
350 E. Market Street
Smithfield, NC 27577
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Town of Smithfield on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

Attest: _____
Title

Recipient

Date
Michael Scott, Town Manager

Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Town of Smithfield
Organization Name

Wayfinding Sign System
PR/Award Number or Project Name

Michael Scott
Name(s) and Title(s) of Authorized Representative(s)

Town Manager

Signature(s)

Date

Form AD- 1047 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

(A) The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted --
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, State, zip code)

350 E. Market Street

Smithfield, NC 27577

Town of Smithfield

Wayfinding Sign System

Organization Name

PR/Award Number or Project Name

Michael Scott, Town Manager

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Michael Scott

(name)

(date)

Town Manager

(title)

oOo

(08-21-91) PN 171

Town of Smithfield Wayfinding Sign System

Executive Summary

An initial application for infrastructure purposes, the Town of Smithfield's Wayfinding Sign System is an economic development project designed to increase the awareness of Smithfield's depth. With 7 million visitors exiting Interstate 95 in Smithfield each year, the planned wayfinding system will encourage those visitors to further explore the town, particularly Downtown Smithfield and its concentration of locally owned small businesses. The wayfinding sign system will guide visitors to the Town's three major centers of activity - I-95's exit 95 and the Carolina Premium Outlets, Smithfield Community Park and the Smithfield Recreation and Aquatics Center, and Downtown Smithfield. Grant funds will be used for the fabrication and installation of signs within town limits. The proposed grant period is July 1, 2018 through June 30, 2019. The Town of Smithfield's Town Council has already allocated \$50,000 for the project. The Town of Smithfield has no currently outstanding federal judgments.

Applicant Eligibility

The Town of Smithfield is a government entity, evidence of which is provided in the attached certification from the Town Attorney. Town Council members include Mayor Andy Moore, Mayor Pro-Tem Travis Scott, Marlon Lee, David Stevens, David Barbour, Emery Ashley, John Dunn, and Steve Rabil. Attached is Town of Smithfield Resolution 596 authorizing the application for a USDA Rural Business Development Grant for a Wayfinding Sign System.

Town of Smithfield DUNS: 0951240120000

Town of Smithfield SAM Cage Code: 095124012

Expiration Date: 01/25/2018

Attached are the Town's audits for the past three fiscal years.

The Town's staff has significant experience in the coordination of projects of this nature, as evidenced in the attached resume of Town Manager Michael Scott. Furthermore, the Town of Smithfield has partnered with the Johnston County Visitors Bureau and Downtown Smithfield Development Corporation in the development of the wayfinding sign system. The Town will contract with a sign fabricator for the creation of the signs.

The Town of Smithfield does not have any delinquent debt to the Federal Government.

Project Eligibility

Type of Project. The Wayfinding Sign System project is an enterprise purpose. The steps involved in the implementation of this project are securing plan approval from the North Carolina Department of Transportation, acquiring easements for sign locations as necessary, soliciting bids for sign fabrication and awarding a contract, and finally, installation of the signs, which is expected to be completed by June 30, 2019.

Applicant Ownership and Control. The Town of Smithfield will own the wayfinding signs.

Result of Project. The expected results of the Wayfinding Sign System are an increase in the number of customers and sales for Downtown Smithfield's small businesses, and in the development of new small businesses because of the increased interest in the downtown area. As previously mentioned, approximately 7 million visitors stop in Smithfield each year, with most intending to patronize the Carolina Premium Outlets and having little or no knowledge of the small businesses that Smithfield is also home to. The Wayfinding Sign System will be an extension of efforts undertaken by the Town of Smithfield and its nonprofit partner Downtown Smithfield Development Corporation to encourage the patronage of Smithfield's local businesses. Increased sales for these businesses will allow for the expansion of existing businesses, as well as encourage the opening of new businesses to serve the increasing demand.

Basis of Success or Failure. To evaluate the success of the Wayfinding Sign System, we will conduct surveys of downtown business owners to gauge the change in customer, sales, and employees.

Area to be Served. The Town of Smithfield and Johnston County will be served by this project.

Coordination of Economic Development Activities. Beautification of the Town's gateways was recommended in the Town's 2014 Strategic Economic Development Plan, as well as the development of a marketing campaign. The development of a wayfinding system to better identify existing community assets is also a component of the Downtown Smithfield Master Plan. The implementation of this Wayfinding Sign System will address each of these needs, as well as provide much needed support for Smithfield's small businesses.

Identification of businesses to be assisted. The implementation of the Wayfinding Sign System will benefit many small businesses around Smithfield, but particularly those located within the Downtown Smithfield area, due to their location in one of the Town's three major centers of activity. Those expected to benefit most are the attractions, retail stores and restaurants typically patronized by visitors:

- Ava Gardner Museum
- Howell Theatre
- Johnston County Heritage Center
- Neuse Little Theatre
- Evans Jewelers
- Flex Affect
- Gorgeous Nail Spa
- Jewel's Formals
- Ladybug Designers
- Lovely Lady
- Pizazz
- Becca Lou's Creations at Richardson's Trophy & Awards
- Sound Station & Security
- Tucker Furniture
- We Ship It
- The Yoga Connection
- The Chicken Barn
- Cricket's Grill
- The Diner
- Gotham's Deli
- Mucho Mexico
- Little Brown Jug
- Saddle Up Saloon
- Simple Twist
- Simple Twist Taproom & Bottle Shop
- SoDoSoPa
- Zack's Char-Grill

Job Creation. With increased patronage as a result of the Wayfinding Sign System, these businesses will grow, resulting in the hiring of additional staff to meet the increased demand. Additionally, new jobs will be created as new businesses open to meet the demand. The opening of two additional restaurants would result in the creation of approximately twenty new jobs alone. Enclosed you will find five letters from business owners who forecast the expansion of their businesses and the creation of new jobs as a result of the implementation of the Wayfinding Sign System.

Economic Trauma in a Depressed Location. As noted in the enclosed North Carolina Department of Commerce Warn Notice for 2016, Johnston County employer Sona BLW Precision Forge announced that it would be closing effective September 2016, which resulted in the loss of 168 jobs. Additionally, Smithfield was significantly impacted as a result of Hurricane Matthew in October 2016.

Other Project Funds. Attached are the minutes from the Town Council's August 2, 2016 meeting, at which it allocated \$50,000 to fund the first phase of the Wayfinding Sign System. Also attached are minutes from the Downtown Smithfield Development Corporation's January 16 Board of Directors meeting, at which it allocated \$29,375 for this project.

Budget and Scope of Work. Attached are the wayfinding plan and map of proposed sign locations developed by Frazier & Associates. This plan was developed at a cost of \$25,000 with funds from the Johnston County Visitors Bureau, one of the Town's marketing partners. Based on the number of and type of signs recommended, we expect that the total cost of sign fabrication to be approximately \$202,125, including a 10% contingency. The Town of Smithfield's funds will be used solely for the fabrication of signs, while USDA Rural Business Development Grant funds would be used to fund fabrication and installation activities.

Certification Relative to Legal Status

This is to certify that the Town of Smithfield is organized and empowered pursuant to North Carolina General Statutes, a body politic and corporate with powers specifically enumerated in North Carolina General Statute 160A-11, and is a legally constituted entity.

I further report that in my opinion there is no pending litigation or liens against the Town of Smithfield that will adversely impact the ability of the Town of Smithfield to carry out the proposed project.

Very truly yours,

Robert A. Spence, Jr.

The Smithfield Town Council met in regular session on Tuesday, August 2, 2016 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore, presided.

Councilmen Present:

Mayor Pro-Tem Emery D. Ashley
Marlon Lee, District 1
J. Perry Harris, District 2
Roger A. Wood, District 4
John A. Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent

Travis Scott, District 3

Administrative Staff Present

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

Present:

Bob Spence, Town Attorney

Administrative Staff Absent

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

APPROVAL OF AGENDA:

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

- Remove Public Hearing 2: *Conditional Use Permit Canon Farms, LLC. (CUP-16-05). This was removed at the request of the attorneys involved and will be added to the September agenda.*
- Add Business Item #4: *Consideration and approval of a Scope of Work with Sanford Holshouser for implementation of the Strategic Economic Development Update Action Items.*
- Add Business Item #5: *Consideration and approval of the placement of a "No U-Turn" sign and bollards on Outlet Center Drive and Smithfield Crossing Drive.*
- Add a Closed Session pursuant to NCGS 143-318.11 (a) (3) to consult with the Town Attorney.

Unanimously approved.

PRESENTATIONS: None

CITIZENS' COMMENTS:

- Alisa Bizzell addressed the Council on the flooding of Martin Luther King Jr. Drive and Furlong Drive during the last major rain event. Town Manager Michael Scott explained that Public Works Director Lenny Branch did locate a problem in an area that was the responsibility of NCDOT. Mr. Branch contacted NCDOT and the dam was removed and the area cleared.
- Marvin Burke introduced himself to the Council as the new Athletic Director at Smithfield Selma High School.
- Tony Nixon expressed his appreciation to the Council and staff for participating in the Annual Fun in the Park Day at Smith Collins Park.

- Jamie Foye and her son, James Foye, invited the members of Council to the South Smithfield Elementary School's Back to School Bonanza on Friday, August 5th from 5:00 – 7:00 pm.
- Jessica Davis president of the Junior Women's League of Smithfield introduced herself to the Council. She explained that the organization currently has 119 members that are committed to promoting positive community services in the Town. Mayor Moore and Mayor Pro-Tem Ashley expressed their appreciation to Mrs. Davis and her organization for their community involvement.

CONSENT AGENDA:

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

1. Approved the following Minutes:

July 12, 2016 – Regular Meeting
July 12, 2016 – Closed Session

2. Special Event – Touch a Truck: The applicant, the Junior Women's League of Smithfield, Inc., gained approval to hold an event with amplified sound and food vendors on November 12, 2016 from the hours of 10:00 am until 2:00 pm in the 200 block of South Third Street. Permission was also granted to close the 200 block of South Third Street.
3. Special Event – Community Day and Book Bag Drive: The applicant, the Venomous Ryderz Motorcycle Club gained approval to hold a special back to school event with amplified sounds and free refreshments on August 13, 2016 from the hours of 11:00 am and 3:00 pm. This event was also approved as an annual event.
4. Approval of an agreement renewal with Lane Lawn Care for Town Right of Ways, I-95 Exits and the Water Plant.

(Attached by reference and made a part of these official minutes is a copy of the approved agreement with Lane Lawn Care

A copy is on file in the Office of the Town Clerk

Agreement – 2016: Lane Lawn Care – ROW, I-95 Exits & Water Plant)

5. New Hire Report

Position	Department	Budget Line	Rate of Pay
Firefighter I	Fire	10-5300-0200	\$15.18/hr (\$33,153.12/yr)
Firefighter I	Fire	10-5300-0200	\$15.18/hr (\$33,153.12/yr)
Firefighter I	Fire	10-5300-0200	\$15.18/hr (\$33,153.12/yr)
Police Officer I	Police	10-5100-0200	\$15.58/hr (\$34,836.88/yr)
P/T Laborer	PU – Water/Sewer	30-7220-0200	\$8.00/hr
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T General Staff	P&R – Aquatics	10-6220-0210	\$9.00/hr
P/T Aquatics Staff	P&R – Aquatics	10-6220-0220	\$10.00/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$15.00/hr

Unanimously approved.

BUSINESS ITEMS:

1. Approval to enter into an agreement with Expert Global Services to provide online utility bill payment services.

Finance Director Greg Siler addressed the Council on a request to enter into an agreement with Expert Global Service for online bill payment services. Mr. Siler explained the Town of Smithfield contracted with NCO Financial Systems in September 2014, to provide online bill pay to the Town's utility customers at a cost of \$2.45 per transaction (paid by the customer). Just months after contracting with the Town, rules changed for NCO prohibiting them from charging the \$2.45 transaction fee. As a result, for nearly two years customers have enjoyed online bill pay with no transaction fee. NCO has since sold the contract to Expert Global Solutions (EGS) and the Town's contract expires in September of 2016. In the search for a new online bill pay provider, eight companies were considered including our current online provider NCO/EGS. NCO/EGS is once again offering the lowest transaction fee of \$3.00 per transaction. NCO/EGS online bill pay would allow utility customers to make "blind" payments since system integration between LOGICS and NCO/EGS is not an option. There is no additional installation/set up charge, but a transaction/convenience fee of \$3.00 per transaction is charged. Mr. Siler further explained he negotiated several items in the contract and EGS was agreeable to those amendments.

Mayor Pro-Tem Ashley questioned if the customer would pay the transaction fee. Mr. Siler responded it was his recommendation that the customer pay the transaction fee.

Councilman Harris inquired if the credit card convenience charge could be passed on to customers who paid their utility bills at the collection window since there are some customers with extremely high utility bills that choose to pay with a credit card at Town Hall. Mr. Siler responded that the Town could not charge face to face customers a transaction fee.

Councilman Harris made a motion, seconded by Councilman Dunn, to approve the two year agreement with Expert Global Solutions for online bill pay services. Unanimously approved.

2. Approval to purchase the second sludge press for the Water Plant

Public Utilities Director Ted Credle addressed the Council on a request to purchase the second sludge press for the Water Plant. Mr. Credle explained that as part of the approved 2016-2017 budget, the acquisition and installation of a second sludge press at the Water Treatment Plant was approved by Town Council. The first sludge press had been bid twice and had only received one bidder. Included in the original bid was the price for a second press. In the interest of saving time, with the understanding that bids for this type of machinery were historically scarce, the recommendation was made to order the second press now. The hope was that the two presses could be installed together and save money on installation costs. The second press was quoted by the same manufacturer to be \$83,000.00. This bid was within budget and within project specifications. As previously discussed, the second press will add redundancy, reliability, and efficiency to the sludge removal process.

Councilman Harris made a motion, seconded by Councilman Wood, to approve the purchase of the second sludge press at the Water Plant. Unanimously approved.

3. Adoption of the Wayfinding System

Town Manager Michael Scott addressed the Council on consideration to adopt the Wayfinding system for the Town of Smithfield. He explained that in June of 2014 the Johnston County Visitors Bureau hired Frazier and Associates to undertake the task of completing a wayfinding sign system that could be implemented within Smithfield to better identify primary routes through the community for purposes of economic development, beautification and the highlighting of key destination points for our visitors. The Johnston County Visitors Bureau, the Downtown Smithfield Development Corporation (DSDC), the Smithfield Appearance Commission, and Smithfield Town Staff all collaborated during the creation of this project. The final design and recommendations were endorsed by all groups and remain supported by each. The Smithfield Appearance Commission has agreed to allocate funding to beautify the Monumental Gateway Signs once they are completed. The DSDC has agreed to seek funding to implement the wayfinding project within the Downtown area of Smithfield. However, the DSDC cannot seek grant opportunities until the Town of Smithfield adopts the plan as its Wayfinding System. Once the Wayfinding System is adopted, the Town can begin moving the project forward by approving the Gateway Signage on each end of East and West Highway 70 and each end of North and South Highway 301. Funding for the project can be achieved by approving the use of two (2) percent

reserved tax dollars held by the Johnston County Visitor's Bureau. There is currently \$100,000 in that fund and the Town can allocate \$50,000 of those funds for this project.

Councilman Harris stated that it was his understanding that the I-95 Bridge and interchange would be reconstructed in the near future. He asked that the Town work with NCDOT to ensure that the signage was cohesive with the plans for the interchange and bridge. Town Manager Michael Scott responded that Town staff would work with NCDOT to be certain signs are appropriately placed so as to not interfere with the bridge replacement project.

Mayor Pro-Tem Ashley questioned if staff anticipated any cost associated with the placement of the gateway signs for easements. Town Manager Michael Scott responded that staff will work with NCDOT to acquire right-of-way easements so that the Town does not have to acquire public property.

Mayor Pro-Tem Ashley asked as to who would make the decision on where the directional signs would be placed and what would be displayed on the signs. Town Manager Michael Scott responded that he would work with the various groups and any decision would be brought before the Council in phases for approval.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Harris, to adopt the Way-Finding Plan and begin implementation by authorizing gateway signage placed at the Town's gateways of North and South 301 and East and West Market Street with a beginning budget of \$50,000 using the Town's reserve 2% tax dollars held by the Johnston County Visitor's Bureau. Unanimously approved.

4. Approval of a Scope of Work with Sanford Holshouser for Implementation of the Strategic Economic Development Update Action Items.

Economic Development Liaison Tim Kerigan along with Rocky Lane of Sanford Holshouser addressed the Council on a request to approve a scope of work with Sanford Holshouser in the amount of \$16,500 to implement the economic development update action items. Mr. Kerigan explained that in 2014, the Town contracted with Sanford Holshouser to update the Strategic Economic Development Plan that was initially completed in 2004. Since that time, the Town has not been able to implement any of the identified action items. Mr. Kerigan further explained that by contracting with Sanford Holshouser, the Town can begin moving its economic development efforts forward and to see the plan come to fruition.

Town Manager Michael Scott stated that things in motion tend to stay in motion and the Town is starting to move forward with economic development efforts.

Councilman Wood made a motion, seconded by Mayor Pro-Tem Ashley, to approve the scope of work with Sanford Holshouser for the implantation of the strategic economic development update action items. Unanimously approved.

Mayor Pro-Tem Ashley questioned if the hours in the contract rolled over to the next month in the event that they were unused. Mr. Lane responded that he didn't foresee that being an issue, but they would roll into the next month if necessary. He further explained that since his firm completed the strategic economic development plan and the update to that plan, the Town has unlimited phone calls, emails and meetings at his Raleigh office.

Councilman Harris inquired if Mr. Kerigan had spoken to Mike Fleming's group about this. Mr. Kerigan responded that there was some conversation, but nothing definitive was determined. Mr. Harris recommended that that group be included. Mr. Kerigan and Mr. Lane responded that they would be included.

Councilman Rabil questioned if a monthly activity report would be submitted to the Council. Mr. Lane responded that he would send a monthly report to Mr. Kerigan to be forwarded to the Council.

5. Approval of the placement of a "No U-Turn" sign and bollards on Outlet Center Drive and Smithfield Crossings Drive

Town Manager Michael Scott addressed the Council on a request to install a "No U-Turn" sign and bollards on Outlet Center Drive at Smithfield Crossings Drive. He explained that the bollards on Outlet Center Drive would extend west from the median on Outlet Center Drive and Smithfield Crossings Drive to help reduce traffic accidents in the area. The Police Department has investigated twenty-one (21) accidents at this intersection since the opening of the road, including two in the last few days. In attempt to reach the restaurants located on Smithfield Crossings Drive, vehicles travelling west on Outlet Center Drive attempt to make U Turns after the median ends. This causes the west bound vehicles to turn in front of traffic that is traveling in the same direction originating from Smithfield Crossings Drive.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to approve the installation of a "No U-Turn sign and bollards at outlet Center Drive and Smithfield Crossings Drive. Unanimously approved.

PUBLIC HEARING:

1. In accordance with NCGS 160A- 536 (d1), to solicit input from residents and property owners as to the needs of the Downtown Municipal Service District.

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

Town Manager Michael Scott informed the Council that in the state budget bill, S.L. 2015-241, the legislature made a few changes to the Municipal Service District (MSD) authority. One of the changes that affect the Town of Smithfield is the ability to contract with a private entity to provide services to the MSD. He explained that the purpose of the public hearing was to gain input as to the needs of the MSD. The input received during the public hearing would be used to craft the Request for Proposals.

Mayor Moore asked if those in attendance that wished to comment. There were none.

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

No action was taken by the Council.

COUNCILMEMBERS' COMMENTS:

- Mayor Moore informed the members of the Council that great things are happening in Smithfield. He explained that the SRAC swim team was undefeated this year and ultimately won the championship. He expressed his appreciation to the SRAC staff and especially Laura Crumpler on the success of the championship swim meet. He explained that he had attended a lot of swim meets and the championship meet held at the SRAC was the most well run he's ever attended. Mayor Moore also informed the Council that Councilman Scott's grandmother had passed away Sunday and asked that they please keep him and his family in their prayers. Mayor Moore also expressed his appreciation to Fire Chief John Blanton and the Smithfield Fire Department for all the positive things coming out of the Department including the neighborhood Kool Kids events.
- Councilman Harris informed the members of Council that the flower beds along US 70 West would be maintained by NCDOT in the coming weeks. He explained that NCDOT was responsible for the maintenance and care of the beds for the first twelve (12) months. After that time, it would be the responsibility of the Town to maintain that area. Mayor Moore expressed his appreciation to Councilman Harris for his efforts on the US 70 West beautification project and reminded the Council that maintaining these areas would need to be discussed and addressed during next year's budget sessions.

- Councilman Lee expressed his appreciation to everyone who participated in the annual Fun in the Park. He also expressed his appreciation to Interim Police Chief Keith Powell and Town Manager Michael Scott for attending the event held at St. Peter's Disciples of Christ. Councilman Lee explained that he has been working with Police Lieutenant Brian O'Branovich to host Kool Aid with a Cop at the Johnston Central Alumni gymnasium.

Councilman Lee also informed the members of Council that last Friday he was notified that the Salvation Army, under the direction on Cary Booth, was hosting a summer camp for approximately fifty (50) underprivileged kids. Ms. Booth reported that the children were being taken to Wilson to utilize a pool facility because the children were not welcomed at the SRAC. Councilman Lee stated that he was outraged by this. Mayor Moore responded that he appreciated all of Councilman Lee's efforts with the young people in the community. Parks and Recreation Director Gary Johnson was asked to address Councilman Lee's concerns. Mr. Johnson responded that the personnel at the SRAC welcomes everyone who wishes to utilize the facility. He explained that the SRAC offers group swim in the summer, Monday through Friday from 10:00 am until 4:00 pm. He further explained that staff begins taking summer reservations for organized groups in February and this year the last vacant spot was filled on May 18th. The Salvation Army requested the use of the facility on June 8th. Mr. Johnson explained that they were accommodated on that day. Additional time was offered to the Salvation Army, but unfortunately the schedule did not work for the group.

Mayor Pro- Tem Ashley questioned if priority was given to Smithfield groups or if in the future the sign up period for Smithfield groups could begin before other groups are considered. Mr. Johnson responded that was something they could try to implement next year. Mr. Johnson explained that most of the summer groups that use the pool at the SRAC are repeat customers and most contact the SRAC in February to schedule time for the summer months. Town Manager Michael Scott asked Mr. Johnson to make a note to call the Salvation Army in early January to see if the Town could accommodate them for the upcoming summer camp.

- Councilman Dunn expressed his appreciation to the Public Utilities Department for restoring power in less than an hour after an accident had occurred outside his office.
- Mayor Pro-Tem Ashley expressed his appreciation to Electric Superintendent Rodney Johnson for assisting his youngest son who was working on his Eagle Scout project.

Town Manager's Report:

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

- Good things are happening in Smithfield: Fill the Bus drive, Motorcycle Club conducting a back to school event, FOP campaign for book bags, the Junior Women's Club of Smithfield's Touch a Truck event, Kool Aid with a Cop events, Fun in the Park and the Kool Kids events hosted by the Fire Department. He indicated that he was proud to be a member of this community.
- General Fund Balance: Preliminary numbers indicate the Town Departments in the General Fund will return approximately \$1 million to fund balance following the close out of Fiscal Year 2015-16. He expressed his appreciation to the department heads and the Mayor and Council for working together to make this possible. This will maintain our general fund, fund balance at about 40 percent.
- Crime Data: The Police department has increased patrols and provided reward incentives to individuals who provided information that lead to burglary arrests. Two separate arrests were made for previous burglaries. This has slowed the spike in commercial burglaries reported in the media in July. He acknowledged Interim Chief Powell and the Smithfield Police Department for their continued efforts.
- Property Acquisition: The property at 116 South 5th Street has been purchased and the deed transferred. The Planning Department is preparing an RFQ for the demolition of the buildings on the property.

- Pine Acres Buffer: Bill Dreitzler and the Town Manager met with Mr. J. Etheridge and had a good discussion regarding the buffer and the Town requesting a right of way so a buffer could be placed between Smithfield Crossings Drive and the residences in Pine Acres, west of Smithfield Crossings Drive. Mr. Etheridge responded that he would be speaking with his partner concerning the Town's request
- Streetscape Project: Contract boring for this project will be starting this week for the Market Street Lighting Project.
- **Department Reports**
 - A highlight of each department's monthly activities was given to the Council.

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

Councilman Dunn, made a motion, seconded by Councilman Harris, to go into closed session pursuant to NCGS 143-318.11 (a) (3) to consult with the Town Attorney. Unanimously approved at 8:35.

Reconvene in Open Session:

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to reconvene in open session. Unanimously approved at 9:15pm.

Adjourn

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to adjourn the meeting. Unanimously approved.

The meeting adjourned at approximately 9:16 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk

Downtown Smithfield Development Corporation

Board of Directors Minutes

Tuesday, January 16th, 2018

Board Members Present: Billie Stevens, Jan Branch, Tara Dunn, Jean-Pierre Edery, Ross Lampe, Margaret Marshall, Tim Kerigan, Alice Harris, Marney Harris, Julia Narron, Cookie Pope, Benton Sawrey, Rick Childrey, Todd Johnson.

Staff Present: Sarah Edwards, Sarah Macut-Martin

Call to Order: Chair Stevens called the meeting to order at 12:10 p.m.

Approval of Minutes

- November 2017: Motion was made by Jan Branch and seconded by Marney Harris to approve the minutes as written. Motion passed unanimously.

Financial Report

- November 2017: Motion was made by Marney Harris and seconded by Julia Narron to approve the Financial Report as presented. Motion passed unanimously.
 - Rick Childrey asked when the DSDC will receive the MSD funding, Staff advised that we expect the payment at the end of the month as the Town experienced software difficulties that delayed payment.
- December 2017: Motion was made by Alice Harris and seconded by Tara Dunn to approve the Financial Report as presented. Motion passed unanimously.
 - Todd Johnson asked about the status of overdue Ham & Yam sponsorships, Staff advised that the payment is on the way and was delayed by errors in the sponsor's office.

Committee Reports

Organization

- There are four board members with expiring terms (Jan Branch, Alice Harris, Benton Sawrey, and Patti Stallings). All four members would like to continue serving and there have been no new board member applications. New terms will expire in 2021.
- Motion was made by Rick Childrey and seconded by Todd Johnson to approve the reappointment of Jan Branch, Alice Harris, Benton Sawrey, and Patti Stallings to the board. Motion passed unanimously.
- Mrs. Stevens thanked the board for allowing her to serve as Board Chairman and stated that she would be stepping down from her position, but would remain on the board.
 - Motion was made by Jan Branch and seconded by Benton Sawrey to nominate Rick Childrey to serve as Board Chairman. Motion passed unanimously.
- Chairman Rick Childrey opened the floor to nominations for Board Officers.

- Motion was made by Billie Stevens and seconded by Marney Harris to nominate Todd Johnson to continue in the Vice Chair role. Motion passed unanimously.
- Motion was made by Julia Narron and seconded by Ross Lampe to nominate Jan Branch to continue in the Secretary role. Motion passed unanimously.
- Motion was made by Margaret Marshall and seconded by Jan Branch to nominate Benton Sawrey to serve as Treasurer. Motion passed unanimously.
- Motion was made by Jan Branch and seconded by Benton Sawrey to nominate Billie Stevens to serve as Executive Committee Director At-Large. Motion passed unanimously.
- Master Plan:
 - We need to update the Master Plan as well as the DSDC work plan.
 - A Vision Forum was done previously, but is not the same as the Master Plan (focuses on themes) or Work Plan (focuses on specific goals). The Vision Forum expressed desired goals for downtown, as written in the DSDC Vision Statement.
 - The Town is currently updating the Comprehensive Land Use Plan, so we should plan to update the Master Plan and DSDC work plan afterwards.
 - Chuck Halsall from the NC Department of Commerce will join us on February 20 to review the Master Plan and Work Plan, and help us update the work plan. The meeting will be from 10 a.m. - 2 p.m.
 - Tim Kerigan reported that the Town Comprehensive Land Use Plan update process could take 12-24 months.
 - Rick Childrey asked if the Town's timeline affected the DSDC timeline.
 - Staff advised that we could start the RFP process before the completion of the Land Use plan, but everything else would need to wait until after it is completed by the Town.
- 2018 Main Street Conference:
 - March 13-15 in Clayton
 - Rick Childrey asked that all board members try to attend at least one day.
 - Early Bird Registration ends on 16 Feb.
 - There is a minor discount for single day attendance.
 - The DSDC has some funding available for board members to attend, as well as Town staff and Council members.
 - Downtown Smithfield's Main Street Champions, Colleen and Nate Roby, will be recognized, and there will be another award given for a Downtown Smithfield project. **This is confidential information until it is announced at the Awards Ceremony.**
 - Learning opportunities as well as networking opportunities.
 - Most events will be at the Clayton Center.

Economic Development

- 216 S. Third Street

- Under contract, currently working through zoning issues (not zoned for planned use). The zoning meeting was rescheduled due to weather.
- 119 S. Third Street
 - Some of the items that were inside the building have been cleared out.
 - The owner will most likely allow the foreclosure process to begin.
 - She is now asking \$75,000 for the property, but the bank's price may be even lower.
 - Staff is continuing to work with potential buyers as well as other agencies.
 - Any interested parties can reach out to the owner directly. There are no guarantees for funding but Staff can advise on a list of possible resources.
- Gabriel Johnston Hotel
 - The UNC students' development feasibility analysis was not as positive as we had hoped, with a lower than desirable return on investment. However, there was a positive return on investment. Their study identified a need for financial assistance from the Town to make the project work.
 - Both property owners attended the presentation, which confirmed their concerns but also opened some future possibilities.
- Historic Tax Credit Update
 - Congress retained the Federal Historic Tax Credit with changes to the length of time in which the credit can be used. Staff thanked all board members who contacted their elected officials about the issue.
- NC Craft Brewers Guild
 - The DSDC and Town are now members of the guild, eligible for workshops, conferences, and networking opportunities.

Design and Physical Improvement

- Lighting Grant Update:
 - The final timer installation at Richardson's Trophy & Awards should be completed at the end of this week.
 - Chris Key plans to install landscape lighting, and once that has been completed, his timer(s) would be installed.
 - Applications for any other interested business or property owner are available on the website.
- Awning Grant Update:
 - 109 S. Third Street awning is complete and looks great, as well as 100 S. Third St.
 - 8 awnings are complete so far, with more coming in the near future.
- Downtown Parking Enforcement Update:
 - 112 parking tickets have been written, with 49 of those paid.
 - Enforcement has made a positive change in parking spot availability.
 - There has been positive and negative feedback.
 - In particular, Suzanne Brewer, Jewel's Formals, and the Howell Theater have said that the limit could be problematic for their customers.

- Staff is working with the Town Manager on possible solutions to address concerns.
- Wayfinding System Funding:
 - Staff working on an application for the grant that we did not receive last year. One of the areas where we could pick up points is in matching funding committed.
 - The Town has committed to \$50,000 from the Tourism budget, the total cost of Phase 1 is estimated to be approximately \$160,000.
 - The Town funding would cover the large gateway signs as you enter Smithfield on Highways 301 and 70.
 - If the DSDC committed to providing \$29,375, this would bring the total committed matching funds to 50%.
 - If awarded, the grant would provide the remaining 50% needed.
 - The Executive Committee recommended through email that the DSDC provide the requested funding.
 - The funds could be taken from the DSDC's fund balance, and some could possibly be taken from the Economic Development and/or Design budgets.
 - Motion was made by Benton Sawrey and seconded by Todd Johnson to adopt the Executive Committee's recommendation to appropriate \$29,375 to be applied to the match for the Wayfinding Signage grant if received, but held for further consideration if the grant is not awarded. Motion passed unanimously.
- Staff announced that the recently upgraded Bob Wallace Jaycee Kiddie Park is now open and many people are already enjoying it.

Promotions

- The Christmas events went well and Staff is discussing expanding these events with Parks & Recreation.
- Staff is currently working on a map of downtown retail, restaurants, and attractions.
- Staff asked that the board continue to engage directly with Downtown Smithfield social media posts, since these algorithms determine the way other people see our posts.

New Business

- Ex-Officio Members:
 - Ross Lampe brought up a concern that ex-officio members should not vote on DSDC issues.
 - The board did not share a consensus that ex-officio members are not given the ability to vote by Robert's Rules of Order and the By Laws.
 - Rick Childrey asked for a clarification on Robert's Rules of Order and the DSDC bylaws.
 - Ex Officio members of the board are the Mayor or his designee, the Chairman of the County Commissioners or his designee, the Director of the Ava Gardner Museum,

the Director of the Johnston County Heritage Center, and the Director of the Public Library of Johnston County and Smithfield.

Adjourn: Motion to adjourn was made by Benton Sawrey and seconded by Todd Johnson at 1:42 p.m. The motion passed unanimously.

Respectfully submitted,

Sarah Macut-Martin, DSDC Administrative Assistant

WARN Notice - Summary Count

Date Range: Calendar Year 2016 to date.

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
01/04/2016	03/05/2016	Daimler Trucks North America LLC	Cleveland	936	Layoff/Temporary
01/04/2016	03/07/2016	(Morrison Healthcare) Carolina Medical Center	Charlotte	47	Closure/Permanent
01/05/2016	03/05/2016	RTG Furniture Corporation of Georgia (Rooms To Go)	Charlotte	98	Closure/Permanent
01/15/2016	04/15/2016	Walmart	Durham	172	Closure/Permanent
01/14/2016	04/09/2016	Convergys Corporation	Greenville	163	Layoff/Permanent
01/14/2016	07/01/2016	ConvaTec	Greensboro	275	Closure/Permanent
01/25/2016	03/22/2016	XEROX COMMERCIAL SOLUTIONS, LLC	Cary	178	Layoff/Permanent
01/25/2016	02/08/2016	Horsehead Metal Products, LLC	Mooresboro	200	Layoff/Temporary
01/26/2016	04/04/2016	(Morrison Healthcare) Carolina Medical Center- Main/Rehabilitation campus	Charlotte	360	Closure/Permanent
01/27/2016	04/01/2016	Flex (Flex Global Operations)	Charlotte	255	Closure/Permanent
01/28/2016	TBD	Asheboro Elastics Corporation	Asheboro	90	Closure/Permanent

Month: January

Sum of # Employees Affected: 2,774

Total Notices for Month: 11

Permanent Layoff: 2 Temporary Closure: 0
Temporary Layoff: 2 Closure Permanent: 7

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
02/02/2016	04/11/2016	Morrison Healthcare Carolina Medical Center (Monroe)	Monroe	63	Closure/Permanent
02/03/2016	04/03/2016	Wells Fargo	Raleigh	87	Layoff/Permanent
02/09/2016	04/11/2016	XPO Logistic Supply Chain, Inc. (dba Jacobson Warehouse Company)	Whitsett	108	Closure/Permanent
02/16/2016	04/16/2016	Daimler Trucks North America LLC	Cleveland	507	Layoff/Temporary
02/16/2016	04/16/2016	Daimler Trucks North America LLC	Mt. Holly	695	Layoff/Temporary
02/16/2016	02/19/2016	Pioneer Associates, Inc. dba Williams Electric Company	Shelby	168	Layoff/Permanent
02/17/2016	02/27/2016	Packers Sanitation Services, Inc. ("PSSI")	Clinton	84	Layoff/Permanent
02/19/2016	04/23/2016	Daimler Trucks North America LLC	Mt. Holly	15	Layoff/Temporary
02/22/2016	04/23/2016	Daimler Trucks North America LLC	Cleveland	25	Layoff/Temporary
02/23/2016	04/29/2016	Investor's Business Daily, Inc.	Charlotte	1	Layoff/Permanent

Month: February**Sum of # Employees Affected: 1,753****Total Notices for Month: 10**Permanent Layoff: 4 Temporary Closure: 0
Temporary Layoff: 4 Closure Permanent: 2

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
03/07/2016	05/14/2016	Rite Aid	Charlotte	270	Closure/Permanent
03/10/2016	05/09/2016	Tuscarora Yarns, Inc.	China Grove	123	Closure/Permanent
03/10/2016	05/09/2016	Ecolab	Charlotte	60	Closure/Permanent
03/21/2016	03/31/2016	Mycom North America, Inc.	Bessemer City	5	Closure/Permanent
03/30/2016	05/31/2016	XEROX State Healthcare, LLC	Henderson	139	Layoff/Permanent
03/31/2016	06/01/2016	Nexans Aerospace USA	Elm City	103	Closure/Permanent
03/31/2016	06/03/2016	MillerCoors	Eden	349	Closure/Permanent
03/31/2016	06/30/2016	CenterPoint Human Services	Winston Salem	210	Closure/Permanent

Month: March**Sum of # Employees Affected: 1,259****Total Notices for Month: 8**Permanent Layoff: 1 Temporary Closure: 0
Temporary Layoff: 0 Closure Permanent: 7

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
04/06/2016	06/06/2016	Croscill Home LLC	Goldsboro	50	Layoff/Permanent
04/18/2016	06/31/2016	EDM Americas, Inc.	Morrisville	49	Closure/Permanent
04/20/2016	09/01/2016	Sager Creek Foods, Inc.	Turkey	322	Closure/Permanent
04/22/2016	06/24/2016	ITG Brands, LLC	Greensboro	375	Layoff/Permanent
04/26/2016	06/30/2016	First Transit, Inc.	Concord	38	Closure/Permanent
4/28/2016	08/01/2016	AllCare Clinical Associates, P.A.	Asheville	108	Layoff/Permanent
4/28/2016	06/30/2016	BASF Corporation	Research Triangle Park	190	Layoff/Permanent
04/29/2016	07/24/2016	Kmart Store #7420	Lumberton	103	Closure/Permanent

Month: April**Sum of # Employees Affected: 1,235****Total Notices for Month: 8**Permanent Layoff: 4 Temporary Closure: 0
Temporary Layoff: 0 Closure Permanent: 4

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
05/04/2016	07/08/2016	Arrow International, Inc., a subsidiary of Teleflex Incorporated	Asheboro	84	Layoff/Permanent
05/09/2016	07/08/2016	Sitel Operating Corporation	Asheville	189	Closure/Permanent
05/11/2016	07/09/2016	Delta Apparel, Inc. (Maiden)	Maiden	159	Closure/Permanent
05/17/2016	06/30/2016	Generics Bideo, II, LLC (a/k/a Qualitest Pharmaceuticals)	Charlotte	386	Closure/Permanent

Month: May

Sum of # Employees Affected: 818

Total Notices for Month: 4

Permanent Layoff: 1 Temporary Closure: 0
Temporary Layoff: 0 Closure Permanent: 3

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
06/06/2016	08/06/2016	Daimler Trucks North America LLC	Mt. Holly	593	Layoff/Temporary
06/17/2016	08/28/2016	Ryder Integrated Logistics	Charlotte	124	Closure/Permanent
06/27/2016	07/06/2016	Packers Sanitation Services, Inc.'s ("PSSI")	Charlotte	3	Layoff/Permanent
06/28/2016	08/26/2016	Xerox Business Services	Raleigh	53	Layoff/Permanent
06/30/2016	09/01/2016	Science Applications International Corporation ("SAIC")	Camp Lejeune	79	Layoff/Permanent

Month: June

Sum of # Employees Affected: 852

Total Notices for Month: 5

Permanent Layoff: 3 Temporary Closure: 0
Temporary Layoff: 1 Closure Permanent: 1

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
07/05/2016	08/01/2016	Community Development Institute Head Start	Ayden, Robersonville, Farmville, Williamston, Everetts and Washington	105	Layoff/Permanent
07/07/2016	09/09/2016	BFN Operations LLC, d/b/a Zelenka Farms (the Farms")	Sims	240	Layoff/Permanent
07/12/2016	09/15/2016	GENCO I, Inc.'s ("GENCO")	Charlotte	53	Layoff/Permanent
07/14/2016	09/15/2016	Universal Cable Holdings, Inc., d/b/a Suddenlink Communications	Greenville	81	Layoff/Permanent
07/20/2016	09/18/2016	Sona BLW Precision Forge	Selma	168	Closure/Permanent
07/22/2016	09/21/2016	Ditech Financial LLC ("Ditech")	Greensboro	65	Closure/Permanent

Month: July**Sum of # Employees Affected: 712****Total Notices for Month: 6**Permanent Layoff: 4 Temporary Closure: 0
Temporary Layoff: 0 Closure Permanent: 2

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
08/01/2016	09/30/2016	Aramark Healthcare Support Services ("Aramark")	Mount Airy	69	Closure/Permanent
08/05/2016	10/04/2016	Family Dollar Stores, Inc. (Dollar Tree)	Matthews	255	Layoff/Permanent
08/08/2016	07/28/2016	TriEpiq Lab Group LLC	Oklahoma	1	Closure/Permanent
08/08/2016	10/10/2016	Safelite Glass Corp.	Enfield	210	Closure/Permanent
08/23/2016	11/03/2016	Kenco Logistic Services, LLC's ("Kenco")	Fletcher	86	Layoff/Permanent
08/30/2016	10/01/2016	Arrow International Inc. (Teleflex, Inc.)	Asheboro	20	Layoff/Permanent
08/31/2016	10/31/2016	MetLife	Charlotte	106	Layoff/Permanent

Month: August**Sum of # Employees Affected: 747****Total Notices for Month: 7**Permanent Layoff: 4 Temporary Closure: 0
Temporary Layoff: 0 Closure Permanent: 3

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
09/15/2016	12/16/2016	Amesbury Truth, Inc.	Statesville	64	Layoff/Permanent
09/20/2016	12/05/2016	Biologics, Inc.	Cary	132	Layoff/Permanent
09/27/2016	11/10/2016	Dixie Forest Products, LLC	North Wilkesboro	12	Layoff/Permanent

Month: September**Sum of # Employees Affected: 207****Total Notices for Month: 3**Permanent Layoff: 3 Temporary Closure: 0
Temporary Layoff: 0 Closure Permanent: 0

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
10/07/2016	11/01/2016	Charter Communications ("Charter")	Charlotte	258	Layoff/Permanent
10/13/2016	12/31/2017	Jacobsen	Charlotte	200	Closure/Permanent
10/17/2016	12/01/2016	Arrow International, Inc. (Teleflex Inc.)	Asheboro	25	Layoff/Permanent
10/24/2016	01/03/2017	AT&T Services	Goldsboro	95	Closure/Permanent
10/27/2016	12/31/2016	Caterpillar Inc.	Winston Salem	80	Layoff/Permanent
10/28/2016	12/27/2016	AT&T Mobility Services	Charlotte	16	Layoff/Permanent
10/31/2016	12/31/2016	Generics Bideo II, LLC (a.k.a. Qualitest Pharmaceuticals) (a.k.a Par Pharmaceutical)	Charlotte	282	Layoff Permanent

Month: October **Sum of # Employees Affected: 956**

Total Notices for Month: 7 Permanent Layoff: 5 Temporary Closure: 0
Temporary Layoff: 0 Closure Permanent: 2

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
11/01/2016	10/28/2016	Northwest Furniture Express, Inc.	Morganton	37	Closure/Permanent
11/18/2016	01/02/2017	Kaba Ilco Corporation	Winston-Salem	123	Layoff/Permanent
11/21/2016	01/21/2017	Voith Paper Fabrics, Inc.	Wilson	64	Closure/Permanent

Month: November **Sum of # Employees Affected: 224**

Total Notices for Month: 3 Permanent Layoff: 1 Temporary Closure: 0
Temporary Layoff: 0 Closure Permanent: 2

Notice Date	Effective Date	Company Name	City	# Emp. Affected	Layoff / Closure
12/01/2016	02/03/2017	CornellCookson	Gastonia	72	Closure/Permanent
12/08/2016	02/01/2017	Arrow International, Inc. (Teleflex Inc.)	Asheboro	16	Layoff/Permanent
10/26/2016	01/02/2017	Sears Holdings Corporation	High Point	325	Closure/Permanent
12/12/2016	01/06/2017	Arauco Panels USA LLC ("Arauco")	Moncure	48	Layoff/Permanent
12/14/2016	12/14/2016	ArdaghGroup	Wilson	150	Temporary Layoff

Month: December **Sum of # Employees Affected: 611**

Total Notices for Month: 5 Permanent Layoff: 2 Temporary Closure: 0
Temporary Layoff: 1 Closure Permanent: 2

WARN Notice - Summary Count

Date Range: Calendar Year 2016 to date.

Total Notices	77	Total of # Employees Affected:	12,149
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Grand Total of Permanent Layoff: 34

Grand Total of Temporary Layoff: 8

Grand Total of Temporary Closure: 0

Grand Total of Closure Permanent: 35

RESOLUTION # 615 (02-2018)
TOWN OF SMITHFIELD

AUTHORIZING RESOLUTION BY GOVERNMENT BODY OF THE APPLICANT
USDA Rural Business Development Grant

WHEREAS, the United States Department of Agriculture (USDA) Rural Development Office administers the Rural Business Development Grant (RBDG) program, which provides funding to support targeted technical assistance, training, and other activities leading to the development or expansion of small and emerging private businesses in rural areas; and

WHEREAS, the Town of Smithfield's Economic Development Plan priorities include existing business support, retail development, and marketing; and

WHEREAS, the Town of Smithfield has adopted a wayfinding plan that will support those priorities; and

WHEREAS, the Town of Smithfield needs assistance in funding its wayfinding system; and

WHEREAS, the Town of Smithfield intends to request grant assistance for the implementation of its wayfinding system from the Rural Business Development Grant.

NOW THEREFORE BE IT RSEOLVED, BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD:

That Michael Scott, Town Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the Town of Smithfield with the USDA for a grant to fund the implementation of the wayfinding system.

That Michael Scott, Town manager, and successors so titled, is hereby authorized and directed to furnish such information as the USDA may request in connection with an application or with the project proposed; to make assurances as contained in the application; and to execute such other documents as may be required in connection with the application.

That the Town of Smithfield has substantially complied or will substantially comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 3rd day of April, 2018 in Smithfield, North Carolina.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for Town Council Action

**Consent
Agenda
Item:** **Advisory
Board
Appointment**

Date: 04/03/2018

Subject: Advisory Board Appointments
Department: General Government
Presented by: Town Clerk, Shannan Parrish
Presentation: Consent Agenda

Issue Statement

The Town Council is asked to consider the new appointment to the Historic properties Commission

Financial Impact

N/A

Action Needed

The Town Council is asked to consider and approve the appointment of Dr. Oliver Johnson to serve a first term on the Historic Properties Commission

Recommendation

Staff recommends approval of this appointment.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Dr. Oliver Johnson – Board Application



Staff Report

Consent	Advisory
Agenda	Board
Item	Appointment

Current Board vacancies are as follows:

Appearance Commission – 2 positions

Historic Properties – 4 positions

Parks and Recreation Advisory Commission

- 2 High School student positions (2 year term)

Planning Board – 1 ETJ Alternate

Board Reappointments

1. Dr. Oliver Johnson has submitted an application for consideration to be appointed to a first term on the Historic Properties Commission.



Town of Smithfield
Board, Commission, or Committee
Application

Name: JOHNSON Oliver (Last) (First) (MI)

Home Address: 405 ASH ST., SMITHFIELD, NC 27577

Business Name & Address: _____

Telephone Numbers: _____ (Home) _____ (Mobile) _____ Oliver.johnson@1967@gmail.com (Email)

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

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

Interests & Skills: _____

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

Recent Job Experiences: Retired Assistant Superintendent, JCPS

Civic or Service Organization Experience: _____

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

Please list any other Boards/Commissions/Committees on which you currently serve: PLANNING BOARD;

JOHNSTON COUNTY COMMUNITY FOUNDATION

Why are you interested in serving on this Board/Commission/Committee? To help the Town of Smithfield preserve its historical, architectural, or cultural sites, buildings, places, and landmarks.

Affirmation of Eligibility:

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

☐ Yes ☒ No If yes, please explain disposition: _____

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

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

Printed Name: Oliver C. Johnson Jr.
Signature: _____ Date: 3/3/2018

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

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



Staff Report

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

Date of Meeting: April 03, 2018 **Date Prepared:** March 19, 2018

Staff Work By: Tim Kerigan, HR Director

Background

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

In addition, please find the following current vacancies:

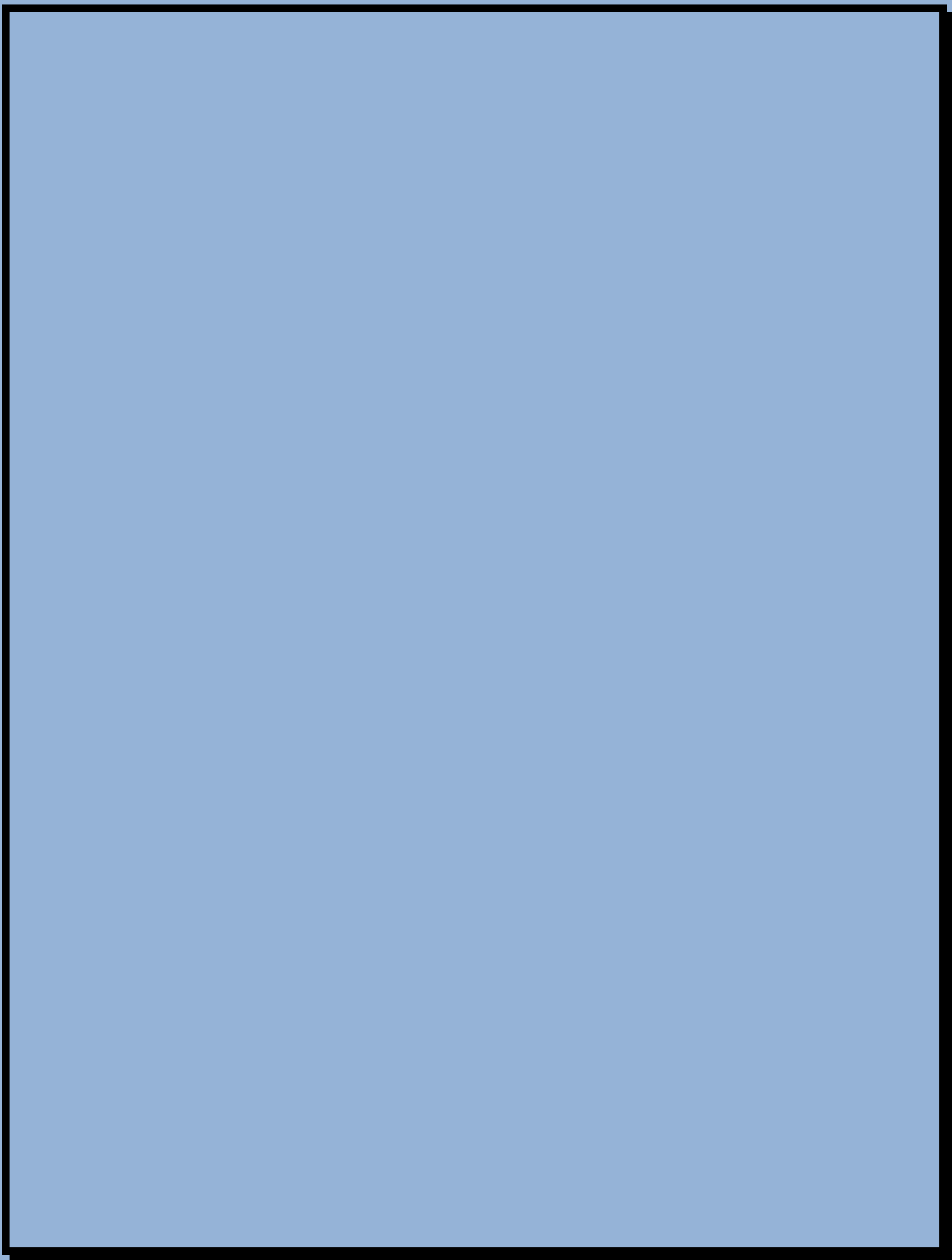
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220
Utility Line Mechanic	PU – Water / Sewer	30-71-7220-5100-0200
Water Plant Operator	PU – Water Plant	30-71-7200-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 17-18 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Apprentice Electric Line Tech	PU – Electric	31-72-7230-5100-0200	\$13.10/hr. (\$27,248.00/yr.)
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.

Business Items





Request for Town Council Action

Business	Cemetery
Agenda	Ordinance
Item:	Amendment
Date:	04/03/2018

Subject:	Cemetery Ordinance Amendment
Department:	Public Works
Presented by:	Lenny Branch, Public Works Director
Presentation:	Business Item

Issue Statement

The Public Works Department is requesting the Cemetery Ordinance be revised to allow Columbarium structures on Four (4) and Six (6) grave lots in Riverside Extension Cemetery.

Financial Impact

There will be no financial impact to the town.

Action Needed

Council's approval to revise the Cemetery Ordinance to allow Columbarium structures on Four (4) and Six (6) grave lots in Riverside Extension Cemetery.

Recommendation

Staff recommends approval of the proposed Cemetery Ordinance revision.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff report
2. Revised Cemetery Ordinance
3. Ordinance #494



Staff Report

Agenda Item: **Ordinance Amendment**

The Town of Smithfield Cemetery Ordinance (No. 379, 6-5-01 Sec 6-19) defines Mausoleum; as a structure or building used for the entombment of human remains. In Sec. 6-50 the ordinance states; No private mausoleums shall be constructed or installed in any cemetery. The verbage in the ordinance (entombment of human remains) can very easily be interpreted as cremation remains when not further clarified.

The Public Works department received a request to have a Columbarium placed on a private family lot in Riverside Extension Cemetery. The request was denied based on the **Town of Smithfield's** current ordinance. The Town has since been approached by the family (and the current owners of Riverside Extension) requesting for a revision of the cemetery ordinance; and **allow columbarium's as an approved burial option.**

The Public Works department has seen an increase in cremation burials in the past couple of years and agrees that revisions to the ordinance may be in order. Attached are staffs proposed recommendations to the Cemetery Ordinance which include (in the approved areas) **Columbarium's on privately owned Cemetery lots.**

Staff request council's approval; of the proposed Cemetery Ordinance revisions.

Chapter 6 - CEMETERIES^[1]

Footnotes:

--- (1) ---

Editor's note—Ord. No. 379, adopted June 5, 2001, repealed Ch. 6 in its entirety and enacted a new chapter as set out herein. The former Ch. 6 contained similar provisions and derived from Code 1967, §§ 6-1—6-5 and §§ 6-6—6-9 and Ord. No. 335, adopted Nov. 11, 1997.

Cross reference— Superintendent of public works, § 2-196 et seq.

State Law reference— Cemeteries generally, G.S. § 65-1—65-36; municipal cemeteries, G.S. §§ 65-37—65-50; authority of municipalities in respect to cemeteries generally, G.S. § 160A-341 et seq.

ARTICLE I. - IN GENERAL

Sec. 6-1. - Burials restricted to cemeteries.

No person shall bury or inter a human corpse within the town except in a cemetery.

(Ord. No. 379, 6-5-01)

Secs. 6-2—6-15. - Reserved.

ARTICLE II. - REGULATIONS PARTICULARLY APPLICABLE TO TOWN CEMETERIES

Sec. 6-16. - Application of provisions.

The following sections shall apply to all cemeteries owned and operated by the Town of Smithfield.

(Ord. No. 379, 6-5-01)

Sec. 6-17. - Definitions.

Cemetery. Any and all land areas within the town limits, set aside by order of the town council, for use as a burial ground for human remains.

Cemetery official. That person designated by the city manager to perform the duties and responsibilities associated with the operation and management of town-owned cemeteries.

Columbarium. A freestanding structure containing niches for the inurnment of cremated remains

Coping. Any stone, cement, bronze or other material used to outline the outer edge or margin of any lot.

Corner marker. Any stone, bronze, cement, or other material or plaque used to mark the locations of the corners of a burial lot.

Cremains. The ashes of a cremated human body.

Deed. A written document provided by the town, upon the sale of cemetery graves or lots, which constitutes the evidence of the buyer's legal ownership of the property.

Deed holder. Any person named in the grave or lot deed, or any person/s directly descended from the person named in the deed.

Disinterment. The removal of human remains from the ground.

Grave. An area of ground within the cemetery which is to be used for the interment of human remains.

Grave ledger. A type of surface marker which covers approximately the entire surface of a single grave. Typical ledgers are seven feet by three feet (7' × 3').

Interment. The burial of human remains in the ground.

Inurnment. The permanent placement of cremated remains which are contained in an urn in a columbarium or by burial in the earth.

Lot. Any area of ground, within the cemetery, which is composed of two (2) or more graves.

Mausoleum. A structure or building used for the entombment of human remains.

Monument. Any large stone, bronze, cement, or other material or plaque installed above the level surface of the ground.

Niche. The recessed compartment in a columbarium designed to hold urns

Surface marker. Any stone, bronze, cement, or other material or plaque used to mark the burial location of the deceased that is installed level with the surface of the ground. This definition shall include: markers which display the name, date of birth and the date of death in a surface area not to exceed seven feet by one foot, eight inches (7' × 1'8") approximately; those markers inscribed with mother, father, son, daughter, etc. in a surface area not to exceed five inches by ten inches, (5" × 10") approximately; and grave ledgers not to exceed seven feet by three feet, (7' × 3') approximately.

(Ord. No. 379, 6-5-01)

Sec. 6-18. - Cemetery official.

[The cemetery official is] that person designated by the city manager to perform the duties and responsibilities associated with the operation and management of town-owned cemeteries.

(Ord. No. 379, 6-5-01)

Sec. 6-19. - Disruptive activity prohibited.

- (a) No person shall drive any motor vehicle of any kind in any cemetery except upon the main roads or drives provided therein for such vehicular traffic. Excluded from this prohibition are those types of vehicles or equipment necessary for grounds maintenance operations, grave preparations or monument and surface marker installation.
- (b) No person shall drive a motor vehicle or park any motor vehicle in any cemetery unless in attendance at funeral services or otherwise engaged in activities consistent with the use of the cemetery.
- (c) No person shall take any dog or other animal into any cemetery or to allow any animal to run at large therein. Excluded from this prohibition are those animals used as an aid by those individuals with handicaps or disabilities.
- (d) No person shall intentionally disrupt any funeral service.
- (e) Except in the case of military, police or firefighter funeral services, no person shall carry or discharge a firearm in any cemetery.

- (f) No person shall post or attach any bills, posters, placards, pictures or other form of political or commercial advertising within the cemetery, or on the outside or inside of any wall or fence enclosing the cemetery.
- (g) All persons within any cemetery shall conduct themselves in a proper manner and shall not pick any flower, or intentionally break any shrub, tree or plant.
- (h) No person shall use any part of any cemetery as a playground.

(Ord. No. 379, 6-5-01)

Sec. 6-20. - Desecration of public cemeteries.

As provided by North Carolina General Statutes, N.C.G.S. 14-150.1, if any person shall willfully commit any of the acts set forth in the following subsections, he/she shall be guilty of a misdemeanor and shall be fined not more than one hundred (\$100.00) dollars or imprisoned for not more than thirty (30) days, or both, at the discretion of the court.

- (a) Disturbing any grave, or pulling up or removing anything placed on a grave to mark its location or for the ornamentation of the grave.
- (b) To abuse, mar, disfigure or damage any surface marker or monument in any cemetery as defined in N.C.G.S. 14-140.
- (c) To be in any cemetery either before or after the normal hours of operation.

(Ord. No. 379, 6-5-01)

Sec. 6-21. - Hours of operation.

All town cemeteries shall be open to the public throughout the year from 8:00 a.m. until sundown.

(Ord. No. 379, 6-5-01)

Sec. 6-22. - Landscape improvements, maintenance.

- (a) No person or persons shall plant or install or cause to be planted or installed winter hardy grasses, ground covers, shrubs, trees or flowers on any grave or lot in any cemetery without obtaining prior written authorization from the cemetery official.
- (b) No person or persons shall use or cause to be used any lawnmower or string-line trimmer in any cemetery on individual grave or lots without obtaining prior written authorization from the cemetery official.
- (c) No person or persons shall use or cause to be used pesticides of any kind on any grave or lot in any cemetery without obtaining prior written authorization from the cemetery official.
- (d) No person shall prune or remove, or cause to be pruned or removed any tree, shrub, ground cover, flower or grass from any grave or lot in any cemetery without obtaining prior written authorization from the cemetery official.
- (e) The cemetery official or his/her designee may enter any lot or grave area for the removal of any tree, shrub, ground cover, flower or grass deemed to be a hazard to maintenance operations.

(Ord. No. 379, 6-5-01)

Sec. 6-23. - Grave and lot ornamentation.

- (a) Seven (7) days from the date of funeral services, all floral arrangements, except one, shall be removed.
- (b) Not more than one floral arrangement per grave space shall be permitted.
- (c) All holiday floral arrangements shall be removed not later than three (3) weeks after the date of said holiday.
- (d) All floral arrangements shall be placed so as to be secure on the top of monuments, secure in vases, or secure on tripods.
- (e) The cemetery official or his/her designee may remove from any grave in any cemetery all floral arrangements, flowers, toys, pictures, handmade ornaments, etc. that have deteriorated or have otherwise become unsightly or have been left on any grave beyond time limits established in this section.
- (f) The Town of Smithfield shall not be responsible for floral arrangements that are lost, stolen, blown away from grave sites by wind, or damaged during maintenance operations because of improper placement.

(Ord. No. 379, 6-5-01)

Secs. 6-24—6-34. - Reserved.

ARTICLE III. - DESIGNATION AND SALE OF CEMETERY GRAVES AND LOTS

Sec. 6-35. - Cemetery map required.

- (a) There shall be maintained in the office of the cemetery official maps of Sunset Memorial Park Cemetery, Riverside Cemetery, Oakland Cemetery and Resthaven Cemetery.
- (b) Graves and lots shall be sold in reference to these cemetery maps.

(Ord. No. 379, 6-5-01)

Sec. 6-36. - Sale of graves and lots.

- (a) The town shall sell graves and/or lots in accordance with the provisions of this section and the schedule of fees set forth in the fee schedule maintained in the office of the cemetery official.
- (b) Records of all grave and lot sales shall be maintained in the office of the town clerk and the cemetery official.
- (c) A properly executed deed shall be issued to the purchaser of any grave or lot. This deed shall identify the purchaser and the specific grave and/or lot to which the deed applies.
- (d) The purchase price for any grave and/or lot shall be paid, in full, at the time of sale.
- (e) No interment of human remains shall occur in any grave or lot unless and/or until the purchase price for said grave or lot has been paid in full.
- (f) Sale of cemetery graves and/or lots shall be limited to individual citizens; not companies, corporations, businesses or groups.

(Ord. No. 379, 6-5-01)

Sec. 6-37. - Rights of grave and lot deed holders.

- (a) The grave or lot deed holder shall have the authority to use the graves or lots designated in the deed as they deem appropriate for the interment of the deceased and subject to the provisions of this chapter.
- (b) Upon the death of the original deed holder, all rights evidenced by the deed shall pass to the heirs, legatees or devisees of the original deed holder in the same manner as other interests in personal property.

(Ord. No. 379, 6-5-01)

Sec. 6-38. - Speculation in grave, lot and columbarium niche sales prohibited

- (a) No person shall purchase or otherwise acquire any grave or lot for the purpose of sale or exchange.
- (b) No person shall sell or exchange any grave, lot or columbarium niche for a profit or gain.

(Ord. No. 379, 6-5-01)

Secs. 6-39—6-49. - Reserved.

ARTICLE IV. - MAUSOLEUMS, MONUMENTS, , SURFACE AND CORNER MARKERS, COPING AND COLUMBARIUM

Sec. 6-50. - Mausoleums.

No private mausoleum shall be constructed or installed in any cemetery.

(Ord. No. 379, 6-5-01)

Sec. 6-51. - Monuments.

- (a) Monuments constructed and/or installed on any grave in any cemetery shall be subject to the provisions of this chapter.
- (b) No monument of any kind shall be constructed or installed on any lot in any cemetery without prior authorization of the cemetery official or his/her designee.
- (c) Monuments shall only be constructed and/or installed on four-grave and six-grave lots.
- (d) All monuments shall be constructed and/or installed in the center of the lot.
- (e) Not more than one monument shall be allowed on any single four-grave or six-grave lot, provided that all grave spaces are owned by a single deed holder.

(Ord. No. 379, 6-5-01)

Sec. 6-52. - Surface markers.

- (a) Surface markers constructed and/or installed on any grave in any cemetery shall be subject to the provisions of this chapter.
- (b) No surface marker of any kind shall be constructed and/or installed on any lot in any cemetery without prior authorization from the cemetery official or his/her designee.
- (c) Not more than one surface marker shall be constructed and/or installed on any single grave or any single grave of a lot in any cemetery.

- (d) All surface markers shall be placed only on the end of any single grave or on the ends of all graves in any lot in any cemetery.

(Ord. No. 379, 6-5-01)

Sec. 6-53. - Corner markers.

Corner markers shall be used only on four- and six-grave lots.

(Ord. No. 379, 6-5-01)

Sec. 6-54. - Coping.

With the exception of Sunset Memorial Park, the installation of coping is permitted in any cemetery.

(Ord. No. 379, 6-5-01)

Sec. 6-55. - Installation, repair and removal of monuments, columbarium, surface marker and corner markers and coping.

- (a) No surface marker, monument or columbarium shall be constructed or installed on any grave or lot in any cemetery without prior authorization of the cemetery official.
- (b) All surface markers and monuments shall be installed subject to the provisions of this chapter.
- (c) No surface marker or monument shall be constructed or installed less than three (3) months from the date of burial.
- (d) Should any surface marker, monument or columbarium in any cemetery, at any time, become unsafe, unsightly or in need of repair or resetting, the cemetery official or his/her designee shall notify the deed holder of such condition and request that appropriate action be taken to remedy said condition.
- (e) Should any surface marker, monument or columbarium be constructed or installed on any grave or lot in any cemetery without prior authorization of the cemetery official or his/her designee, and said surface marker or monument does not comply with the requirements of this ordinance, the cemetery official or his/her designee shall notify the deed holder of such violation and request action be taken to remedy said condition.
- (f) The town shall not be held responsible for damages to surface markers, monuments or columbarium which require repair or replacement of such markers or monuments caused by faulty or premature construction or installation, vandalism, or environmental conditions.
- (g) No surface marker, monument or columbarium shall be removed from any grave or lot in any cemetery without prior authorization of the cemetery official or his/her designee.

Secs. 6-56. COLUMBARIUM

- (a) Columbarium are permitted in Riverside Extension Cemetery only
- (b) No portion of any Columbarium shall be constructed of any material other than cut stone; i.e. granite or marble
- (c) All Columbarium will be grey with black niche panels

(d) Complete, detailed scale drawings for all proposed columbarium shall be submitted to the Town Manager or his designee for approval thirty (30) days prior to construction/ installation date.

(e) Approved designs for Columbarium shall not be altered in any way without the consent of the Town Manager or his designee.

(f) Columbarium shall only be constructed/installed on four-grave and six grave lots, provided that all grave spaces are owned by a single deed holder.

i. Four grave lots

1. Columbarium will be single sided, unless prior approval is received from the Town
2. A maximum of eight niches are permitted
3. Columbarium must be constructed/ installed in the center of the lot
4. All Columbarium must be installed on a 6 inch concrete base
5. One urn is permitted in a single columbarium niche.

ii. Six grave lots

1. Columbarium will be single sided
2. A maximum of twelve niches are permitted
3. Columbarium must be constructed/ installed in the center of the lot
4. All Columbarium must be installed on a 6 inch concrete base
5. One urn is permitted in a single columbarium niche.

(g) Columbarium Inurnment.

- i. The owner must notify the Town 24 hour prior to inurnment
- ii. The owner must notify the Town of the cremated remains to be placed in each niche so that accurate records can be maintained by the Town
- iii. A \$350 opening/closing fee will be assessed in the event that the owner chooses to hold a committal service.
- iv. The Town is not responsible for the sealing of privately owned columbarium niches

(h) Cremated remains to be placed in a columbarium niche are recommended to be enclosed in a rigid, permanent, rustproof, waterproof, sealed container. Identification of the remains shall be within or on the urn following state law.

ARTICLE V. - BURIALS

Sec. 6-67. - Grave opening and closing.

- (a) No grave shall be opened or closed for the purpose of the burial of the dead in any cemetery by any person other than those authorized by the cemetery official or his/her designee to undertake such work.
- (b) The cemetery official or his/her designee shall be notified not less than twenty-four (24) hours prior to any burial service in any cemetery.

- (c) All graves over four-and-one-half (4½) feet in length shall not be less than three-and-one-half (3½) feet in depth, unless otherwise provided by state law.
- (d) The use of any grave in any cemetery shall be limited to:
 - (1) The interment of one human corpse;
 - (2) The interment of one human corpse and one human cremains;
 - (3) The interment of not more than two (2) human cremains.
- (e) Prior to any funeral service, any grave in any cemetery shall be marked for opening by the cemetery official or his/her designee.
- (f) All fees associated with the interment or disinterment of human remains shall be the responsibility of the funeral home to whom the town provides grave opening and closing services.

Sec. 6-68. - Disinterment.

- (a) No grave shall be opened for the purpose of the disinterment of human remains in any cemetery by any person other than those authorized by the cemetery official or his/her designee to undertake such work.
- (b) The cemetery official or his/her designee shall be notified not less than twenty-four (24) hours prior to any disinterment from any grave in any cemetery.
- (c) No disinterment/reinterment shall be authorized by the cemetery official or his/her designee without a valid permit issued by the Johnston County Health Department to undertake such work.

(Ord. No. 379, 6-5-01)

Sec. 6-69. - Burial records required.

The cemetery official or his/her designee shall maintain records of all interred persons in all cemeteries which shall include: the name of the deceased; the cemetery; date of interment; and the funeral home performing the interment.

Secs. 6-70—6-80. - Reserved.

TOWN OF SMITHFIELD
North Carolina
ORDINANCE # 494

**AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD CODE OF ORDINANCES,
CHAPTER 6, CEMETERIES**

WHEREAS, Chapter 6 of the Town of Smithfield's Code of Ordinances outlines the regulations concerning cemeteries within the Town; and

WHEREAS, The Public Works Department is requesting that the Ordinance be amended to include the addition of columbarium to Riverside Extension Cemetery.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Smithfield that Chapter 6, Cemeteries is rewritten as follows:

Sec. 6-17. - Definitions.

Columbarium. A freestanding structure containing niches for the inurnment of cremated remains

Inurnment. The permanent placement of cremated remains which are contained in an urn in a columbarium or by burial in the earth.

Niche. The recessed compartment in a columbarium designed to hold urns

Sec. 6-38. - Speculation in grave, lot and columbarium niche sales prohibited

(b) No person shall sell or exchange any grave, lot or columbarium niche for a profit or gain.

ARTICLE IV. - MAUSOLEUMS, MONUMENTS, SURFACE AND CORNER MARKERS, COPING AND COLUMBARIUM

Sec. 6-55. - Installation, repair and removal of monuments, columbarium, surface marker and corner markers and coping.

- (a) No surface marker, monument or columbarium shall be constructed or installed on any grave or lot in any cemetery without prior authorization of the cemetery official.
- (d) Should any surface marker, monument or columbarium in any cemetery, at any time, become unsafe, unsightly or in need of repair or resetting, the cemetery official or his/her designee shall notify the deed holder of such condition and request that appropriate action be taken to remedy said condition.
- (e) Should any surface marker, monument or columbarium be constructed or installed on any grave or lot in any cemetery without prior authorization of the cemetery official or his/her designee, and said surface marker or monument does not comply with the requirements of this ordinance, the cemetery official or his/her designee shall notify the deed holder of such violation and request action be taken to remedy said condition.
- (f) The town shall not be held responsible for damages to surface markers, monuments or columbarium which require repair or replacement of such markers or monuments caused

by faulty or premature construction or installation, vandalism, or environmental conditions.

- (g) No surface marker, monument or columbarium shall be removed from any grave or lot in any cemetery without prior authorization of the cemetery official or his/her designee.

Secs. 6-56. COLUMBARIUM

- (a) Columbarium are permitted in Riverside Extension Cemetery only
- (b) No portion of any Columbarium shall be constructed of any material other than cut stone; i.e. granite or marble
- (c) All Columbarium will be grey with black niche panels
- (d) Complete, detailed scale drawings for all proposed columbarium shall be submitted to the Town Manager or his designee for approval thirty (30) days prior to construction/ installation date.
- (e) Approved designs for Columbarium shall not be altered in any way without the consent of the Town Manager or his designee.
- (f) Columbarium shall only be constructed/installed on four-grave and six grave lots, provided that all grave spaces are owned by a single deed holder.
 - i. Four grave lots
 - 1. Columbarium will be single sided, unless prior approval is received from the Town
 - 2. A maximum of eight niches are permitted
 - 3. Columbarium must be constructed/ installed in the center of the lot
 - 4. All Columbarium must be installed on a 6 inch concrete base
 - 5. One urn is permitted in a single columbarium niche.
 - ii. Six grave lots
 - 1. Columbarium will be single sided, unless prior approval is received from the Town
 - 2. A maximum of twelve niches are permitted
 - 3. Columbarium must be constructed/ installed in the center of the lot
 - 4. All Columbarium must be installed on a 6 inch concrete base
 - 5. One urn is permitted in a single columbarium niche.

(g) Columbarium Inurnment.

- i. The owner must notify the Town 24 hour prior to inurnment
- ii. The owner must notify the Town of the cremated remains to be placed in each niche so that accurate records can be maintained by the Town
- iii. A \$350 opening/closing fee will be assessed in the event that the owner chooses to hold a committal service.
- iv. The Town is not responsible for the sealing of privately owned columbarium niches

(h) Cremated remains to be placed in a columbarium niche are recommended to be enclosed in a rigid, permanent, rustproof, waterproof, sealed container. Identification of the remains shall be within or on the urn following state law.

This ordinance shall be effective upon adoption

Adopted by motion made by Councilman _____, seconded by Councilman _____, and approved on a vote of ____ in favor and ____ against.

This the 3rd day of April, 2018

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk

APPROVED AS TO FORM:

Robert Spence, Jr., Town Attorney



Request for Town Council Action

**Business
Agenda
Item:** **Online Bill
Pay**
Date: 04/03/2018

Subject: Online Bill Pay Vendor Change Consideration
Department: Finance
Presented by: Greg Siler
Presentation: Business

Issue Statement: Consider changing Online Bill Pay providers as Official Payments Corporation, our current online bill pay provider, recently gave notice of a rate increase.

Financial Impact: Uncertain at this time. Will evaluate after each month for the first three months and report back to Council.

Action Needed: Board Approval to change online bill pay provider to Tyler Tech and ETS.

Recommendation: Approve changing online bill pay provider to Tyler Tech and ETS

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Application



Staff Report

Business Agenda Item:	Online Bill Pay
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The Town of Smithfield contracted with NCO Financial Systems, Inc., in August 2014, to provide Online Bill Pay at a rate of \$2.45 per transaction with a \$500 limit. NCO offered an **alternative; less sophisticated option known as "blind" payments since system integration** between our software (LOGICS) and NCO was not an option. Since customer data could not be viewed online using NCO, the customer would need their account number, service address, and amount due, to complete the electronic or on-line transaction. Shortly after contracting with the Town, the rules changed for NCO. NCO could no longer charge a convenience fee due to the nature of their business. As a result, NCO allowed customers to make online payments at no cost for the remainder of our two-year agreement. NCO lost money on our arrangement.

In the last quarter of 2016, the Town contracted with Official Payments Corporation to provide Online Bill Pay. Charges were tied to the type of payment with a flat fee of \$4.50 for credit card transactions, \$3.00 for debit cards and \$.50 for electronic checks. No payment limits were imposed. Recently, Official Payments notified the Town of a fee change as they are losing money on our account. The new fees would be \$8.95 for credit cards, \$3.95 for debit cards, and \$1.95 for electronic checks, all with a \$500 limit.

With the recent installation of our new records management system, Tyler Technologies, now is the time to consider changing online bill pay providers. Tyler Tech, working with ETS Corporation, offers an agreement with no contract term, system integration (customer will have the ability to access their account online) and fees are tied to a percentage of charges. In addition, The Town gets to choose the percentage as we keep the fee and Tyler Tech bills the Town based on an agreed rate per transaction. The Finance Director has negotiated a discount rate of .10 plus interchange, a per item rate of .05 plus interchange, and \$1.25 per transaction to Tyler; and is suggesting Tyler Techs recommended 2.5 percent convenience fee (to be paid by the customer). The Town could gain, breakeven or lose money on this arrangement because there is no history on the types of visa/master cards used to make online payments. However, Tyler has indicated that the worst case scenario on a \$100 payment would cost the Town approximately \$2.37. **Again, our cost would be offset by the customer's** convenience fee of \$2.50 in this particular example.

**Merchant Application and Agreement**

Merchant #: 394750536664

MCC: 9399

MERCHANT NAME (DBA or Trade Name)

TOWN OF SMITHFIELD

CORPORATE/LEGAL NAME (if Different)

LOCATION ADDRESS

350 EAST MARKET STREET

CORPORATE ADDRESS (if Different)

350 EAST MARKET STREET

CITY

SMITHFIELD

State

NC

Zip

27577

CITY

SMITHFIELD

State

NC

Zip

27577

Location Phone

(919) 934-2116

Location Fax

(919) 934-1134

Corporate Phone

(919) 934-2116

Corporate Fax

(919) 934-1134

CONTACT NAME

GREG SILER

CONTACT EMAIL ADDRESS

GREG.SILER@SMITHFIELD-NC.COM

CONTACT PHONE

FEDERAL TAX ID#

56-6001335

DOES THIS LOCATION CURRENTLY TAKE PAYMENT CARDS?

☐ No☐ Yes (if yes please provide)

HAS MERCHANT OR OWNERS/PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING PAYMENT CARDS FROM ANY PAYMENT NETWORK FOR THIS BUSINESS OR ANY OTHER BUSINESSES?

☐ No☐ Yes (if yes please explain)**PRINCIPLES**

Principle #1 Name:

First: MICHAEL

Middle Init:

Last: SCOTT

SSN:

% Ownership:

Title: TOWN MANAGER

Home Address:

City:

State:

Zip:

Date of Birth:

Home Phone:

DL# / State:

Email Address:

MICHAEL.SCOTT@SMITHFIELD-NC.COM

Principle #2 Name:

First:

Middle Init:

Last:

SSN:

% Ownership:

Title:

Home Address:

City:

State:

Zip:

Date of Birth:

Home Phone:

DL# / State:

Email Address:

TYPE OF BUSINESS☐ Individual/Sole Proprietorship☐ Partnership☐ Corporation☐ LLC State:☐ Non-Profit (Must Provide 503-C)☐ Private☐ Publicly Traded☒ Government☐ Board Run/Operated

Length of time in business:

Years

Months

Product or Service being offered:

NATURE OF BUSINESS☒ Retail☐ Retail w/Tip☐ Mail/Phone Order☐ Internet☐ Restaurant☐ Fast Food☐ Lodging☐ QSR☐ Convenience☐ Public Sector☐ Petroleum☐ Utility☐ Other

Seasonal Sales:

☐ Yes☐ No

If so, please indicate high volume months

J

F

M

A

M

J

J

A

S

O

N

D

Method of Acceptance: (Totals to equal 100%)

* Merchants processing less than 70% swipe

transactions must complete the MO/TO

Questionnaire (over)

Credit Cards Swiped:

%

MO/TO

%

Key Entered:

%

Internet:

%

(URL:

URL:

Annual VMC Volume: \$ 1,000,000.00

Monthly Payment Card Volume: \$ 8333.00

American Express Volume: \$ 8333.00

Avg. Ticket: \$ 180.00

High Ticket: \$ 300.00

Merchant's URL(s):

Merchant Name to appear on Statement:

☐ DBA Name☐ Legal Name

Other:

DOES MERCHANT USE AN INDEPENDENT SERVICE THAT STORES, MAINTAINS OR TRANSMITS CARDHOLDER INFORMATION:

☐ No☐ Yes (if yes, please provide):

NAME:

VERSION NUMBER:

DOES MERCHANT USE A FULFILLMENT HOUSE TO FULFILL PRODUCT:

☐ No☐ Yes (if yes, please provide):

NAME:

PHONE NUMBER:

HAS MERCHANT OR OWNERS/PRINCIPALS EVER FILED BUSINESS BANKRUPTCY and/or PERSONAL BANKRUPTCY

Explanation:

☐ No☐ Yes (if yes, please provide):**BANK ACCOUNT INFORMATION:**☐ Checking Account☐ Savings Account

Bank Name:

Attach voided check for the operating account where funds are to be deposited

Transit # (ABA Routing):

Account # (DDA):

Contact:

Phone #:

* By providing the above referenced information, you are authorizing Bank to initiate ACH debit and credit transactions to said account

SCHEDULE A: VISA/MasterCard/Discover®/AMERICAN EXPRESS DISCOUNT RATES & FEES:**CARD FEES:**

INTERCHANGE (COST) PLUS:

CREDIT:

% Markup

P/I Markup

VS BPS

10.15%

0.05 \$0.10

MC BPS

10.15%

0.05 \$0.10

DISC BPS

0.50 %

\$0.10

AMEX BPS

0.20 %

\$0.10

DEBIT / PIN:

% Markup

P/I Markup

Offline / Online Debit

0.30 %

\$0.10

OTHER FEES:

Application Fee

\$0.00

FCP Net Fee

\$0.00

Monthly Minimum Fee

\$25.00

Chargeback Fee

\$15.00

Equipment Reprogramming Fee

\$0.00

Annual PCI Fee

\$150.00

PMoney Setup Fee

\$0.00

Monthly PCI Fee

\$0.00

Statement Fee

\$7.50

EMoney Setup Fee

\$0.00

ACH Fee

\$0.00

EMoney User Fee

\$0.00

EMoney Monthly Fee

\$0.00

You have the option of accepting MasterCard credit cards, Visa credit cards, American Express credit cards, credit cards issued by Discover, MasterCard signature debit cards (MasterMoney Cards) or Visa signature debit cards (Check Cards), or debit cards issued by Discover. You may elect to accept any or all of these card types for payment. If you do not specifically indicate otherwise, your application will be processed to accept ALL MasterCard, American Express, Discover, and Visa card types.

Elected Visa, Discover, American Express or MasterCard card types NOT to accept:

Site Inspection:

Merchant:

☐ Owns☐ Rents

Landlord:

Building Type:

☐ Shopping Cntr.☐ Office Building☐ Industrial Building☐ Residence

Area Zoned:

☐ Commercial☐ Industrial☐ Residential

Square Footage:

☐ 0-500☐ 501 - 2500☐ 2501 - 5000☐ 5001 - 10000+

Based upon your review, does Merchant have the appropriate facilities, equipment, inventory, personnel and license or permit to operate their business?

☐ No☒ Yes

Comments:

* By signing below, Inspector is certifying he/she has visited the location and information provided is true & correct

Inspector Name:

RYAN PAPPAS

Inspector Date:

Signature:

MO/TO QUESTIONNAIRE: COMPLETE THIS SECTION IF PROCESSING LESS THAN 70% CARD PRESENT:

What percentage of sales are to: Businesses Consumer _____ % Individual Consumer _____ %

Method of Marketing: ☐ Newspaper/magazine ☐ Television/Radio ☐ Internet ☐ Direct Mail, Brochure and/or Catalog ☐ Outbound Telemarketing Sales ☐ Other: _____

Percentage of products sold via: Telephone Orders _____ % Mail Fax Orders _____ % Internet Orders _____ % Other: _____ %

Who processes the order? ☐ Merchant ☐ Fulfillment Center ☐ Other: _____

Who enters credit card information into the processing system? ☐ Merchant ☐ Fulfillment Center ☐ Consumer ☐ Other: _____

If credit card payment information taken over the Internet, is payment channel encrypted by SSL or better? ☐ No ☐ Yes

If Merchant is an e-commerce Merchant, is a Merchant Certificate utilized? ☐ No ☐ Yes if yes please provide the following: _____

Merchant Certificate Number _____ Certificate Issuer _____ Exp. Date: _____ Is Certificate ☐ Individual ☐ Shared

Do you own the product/inventory? ☐ No ☐ Yes Is the product stored at your business location? ☐ No ☐ Yes If no, where is it stored? _____

After charge authorization, how long until product ships? _____ days Who ships the product _____

Product shipped by: ☐ Merchant ☐ Other _____ Delivery receipt requested? ☐ Yes ☐ No

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A
NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask for a copy of your driver's license or other identifying documents.

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE (Capitalized terms not defined in this Acceptance section have the meanings set forth in the Terms and Conditions section)

"By executing this Merchant Application on behalf of the merchant described above ("Merchant"), the undersigned individual(s) represent(s), warrant(s), and acknowledges(s) that: (i) All information contained in this Merchant Application ("Application") is true, correct and complete as of the date of this Application; (ii) If the Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Application have the requisite legal power and authority to complete and submit this Application on behalf of the Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of the Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the Sponsor Bank ("BANK") and BANK will rely on the information provided herein in its approval process and in settling the applicable Discount Rate, Approved Average Ticket, and Approved Monthly Bankcard Volume; (iv) BANK is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of the Merchant and each person listed on this Application; (v) BANK will determine all rates, fees and charges and notify Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction. Merchant agrees to pay such approved fees; (vi) The Merchant Agreement will not take effect until Merchant has been approved by BANK and a merchant number has been issued to merchant; and (vii) The undersigned has received, read, understood, the Merchant Agreement, which is incorporated herein by reference thereto, and agrees on behalf of the merchant to be bound by the terms of such Merchant Agreement. The merchant on whose behalf this Application is being submitted acknowledges that if this Application is being submitted to Merrick Bank as the Sponsor Bank, ETS CORPORATION will may also be a party to this Merchant Agreement. In such case, Merchant acknowledges that ETS CORPORATION will rely on the representations and warranties set forth in this Application for Merchant Agreement and unless otherwise specified or prohibited by Association or applicable law, ETS CORPORATION will have all the rights of BANK under this Application and Agreement

☐ By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express

MERCHANT:

Principal #1: ☒ _____
Print Name: MICHAEL SCOTT Date: _____

Principal #2: ☒ _____
Print Name: _____ Date: _____

BANK:

By: _____ Date: _____
Name and Title: _____

ETS CORPORATION:

By: _____ Date: _____
Name and Title: _____

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR (Capitalized terms not defined in this Guaranty section have the meanings set forth below in the Terms and Conditions section)

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to ETS CORPORATION and BANK the prompt payment and full and complete performance of all obligations of the Merchant identified above under the Merchant Agreement, as amended from time to time, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the Merchant Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that ETS CORPORATION or BANK can demand performance or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the Agreement. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the Merchant Agreement cannot be enforced against the Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) either ETS CORPORATION or BANK agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) ETS CORPORATION or BANK releases any other Guarantor or the Merchant from any obligation under the Merchant Agreement; (4) any law, regulation, or order of any public authority affects the rights of either ETS CORPORATION, Merchant, or BANK under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either ETS CORPORATION or BANK against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) ETS CORPORATION and BANK each may delay enforcing any of its rights under this guaranty without losing such rights and hereby waives any applicable Statute of Limitations; (b) ETS CORPORATION and BANK each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by the BANK; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either ETS CORPORATION or the BANK in connection with the enforcement of the Merchant Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If the Merchant is a corporation or limited liability company, this Guaranty must be executed by a principal or affiliate of Merchant.

Principal #1: _____
Print Name: ☒ MICHAEL SCOTT Date: _____

Principal #2: _____
Print Name: ☒ _____ Date: _____

CORPORATE RESOLUTION: (Capitalized terms not defined in this Resolution section have the meanings set forth below in the Terms and Conditions section)

I, Corporate Secretary**, the duly elected, qualified and acting Office Title of Legal Corporate Name of Co., a Incorporation Status (the "Company"), do hereby certify as follows:

The following resolutions were duly adopted by the board of directors/managing member(s)/general partners (circle one) of the Company: WHEREAS, the Company desires to enter into a Merchant Agreement (the "Merchant Agreement") with Menick Bank Corporation, a Utah industrial loan corporation ("Bank") and Electronic Transaction Systems Corporation, a Virginia corporation ("ETS CORPORATION"), a copy of which Merchant Agreement is attached hereto as Exhibit "A"; WHEREAS, pursuant to the terms of the Merchant Agreement, Bank and ETS CORPORATION will provide certain credit card financing and processing for VISA and/or MASTERCARD and/or Discover credit card purchases made by the Company's customers; WHEREAS, pursuant to the terms of the Merchant Agreement, (a) the Company may be required to establish a Reserve Account (as defined in the Merchant Agreement) and (b) Bank may require the Company to direct certain funds relating to credit card purchases to such Reserve Account; WHEREAS, pursuant to the terms of the Merchant Agreement, Bank may require the Company to execute instruments evidencing Bank's security interest in the Operating Account (as defined in the Merchant Agreement) and Reserve Account; and WHEREAS, pursuant to the terms of the Merchant Agreement, the Company is required to comply with strict requirements concerning the processing of credit card transactions and the sale of the Company's products. NOW, THEREFORE, BE IT RESOLVED, that the Merchant Agreement by and among the Company, Bank and ETS CORPORATION, pursuant to which Bank and ETS CORPORATION will act as the Company's exclusive provider of VISA and/or MASTERCARD and/or Discover credit card financing and processing services, is hereby approved and adopted in the form attached to these resolutions, together with such additions, changes or modifications as may be deemed necessary, advisable or appropriate by the officer(s) executing or causing the same to be completed; and RESOLVED FURTHER, that in connection with the Merchant Agreement, the appropriate officer(s) of the Company is/are hereby authorized to establish (a) an Operating Account into which funds from credit card sales by the Company will be directed, and (b) if necessary, a Reserve Account into which funds from credit card sales by the Company may be directed by Bank in accordance with the provisions of the Merchant Agreement; RESOLVED FURTHER, that the Company hereby grants Bank a security interest in the funds held by the Company in the Operating Account and Reserve Account, and the appropriate officer(s) of the Company is/are hereby authorized to execute all documents reasonably required by Bank to perfect such security interests; RESOLVED FURTHER, that the appropriate officer(s) of the Company is/are hereby authorized to enter into such additional agreements, and take such additional actions as may be reasonably required by Bank or ETS CORPORATION in connection with the Merchant Agreement; and RESOLVED FURTHER, that the Secretary/managing member/general partner (circle one) of the Company is hereby authorized to deliver to Bank and ETS CORPORATION a Certificate (i) identifying the officers of the Company, (ii) verifying the signatures of such officers, and (iii) certifying a copy of these resolutions, and Bank and ETS CORPORATION are hereby authorized to rely on such Certificate until formally advised by a like certificate of any changes therein, and is hereby authorized to rely on any such additional certificates.

2. Each person listed below (an "Officer") (i) holds the office in the Company indicated opposite his or her name on the date hereof, (ii) the signature appearing opposite his or her name is the genuine signature of each such officer, (iii) each such Officer, acting individually, is authorized to execute and deliver the Merchant Agreement and each of the agreements and documents contemplated by the Merchant Agreement (collectively, the "Transaction Documents") on behalf of the Company, and (iv) each such Officer, acting individually, is authorized to perform the Company's obligations under the Transaction Documents on behalf of the Company :

3.	NAME	OFFICER	SIGNATURE
			X

IN WITNESS WHEREOF, I have executed this Certificate this _____ day of _____, 20____.

Sign:

X _____

Name: TITLE: *Corporate Secretary** or Print Officer Title*

TERMS AND CONDITIONS

Subject to the requirements of applicable Card Association rules, ETS CORPORATION and Bank may allocate their respective duties and obligations between themselves as they deem appropriate at their sole discretion, and ETS CORPORATION or Bank may jointly or individually assert or exercise the rights or remedies provided to the Bank hereunder. In consideration of the mutual covenants herein, Bank, ETS CORPORATION and Merchant have agreed as follows

ARTICLE I - DEFINITIONS

- 1.01 "Account" means a commercial checking account or demand deposit maintained by Merchant as set forth in Section 5.16 for the crediting of collected funds and the debiting of fees and charges under this Agreement.
- 1.02 "ACH" means the Automated Clearing House paperless entry system controlled by the Federal Reserve Board.
- 1.03 "Agreement" means these terms and conditions and any supplementary documents indicated herein, and valid schedules and amendments to the foregoing.
- 1.04 "American Express" means the Cards bearing the Marks of, and Card Network operated by, American Express Travel Related Services Company, Inc. or its affiliates.
- 1.05 "Authorization" means a computerized function or a direct phone call to a designated number to examine individual Transactions to obtain approval from the Card Issuer to charge the Card for the amount of the sale.
- 1.06 "Bank" has the meaning set forth on the Merchant Application.
- 1.07 "Card" means (i) a valid credit card in the form issued under license from Visa U.S.A., Inc. Visa International, Inc. or MasterCard International, Inc. ("Bank Card") or Discover®; or (ii) any other valid credit card accepted by Merchant by agreement with Bank and ETS CORPORATION.
- 1.08 "Card Association" means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc. or Discover or any other Card Issuers that provide Cards that are accepted by Merchant by agreement with Bank and ETS CORPORATION.
- 1.09 "Card Issuer" means the financial institution or company which has provided a Card to a Cardholder.
- 1.10 "Card Not Present (CNP)" means that an Imprint of the Card is not obtained at the point-of-sale.
- 1.11 "Cardholder" (sometimes referred to as "Card Member" in certain Card Network materials) means the person whose name is embossed upon the face of the Card.
- 1.12 "Cardholder Information" means any non-public, sensitive information about a Cardholder, including any combination of Cardholder name plus the Cardholder's social security number, driver's license or other identification number or credit or debit card number, or other bank account number.
- 1.13 "Chargeback" means the procedure by which a Sales Draft (or disputed portion thereof) is returned to Bank by a Card Issuer because such item does not comply with the applicable Card plan's operating regulations.
- 1.14 "Credit Voucher" means a document executed by a Merchant evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.
- 1.15 "Imprint" means (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprinter, or (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically capturing Card Data and printing a Sales Draft.
- 1.16 "Mid or Non-Qualifying Transaction" means any sale Transaction that fails to qualify for lowest interchange rate assigned by the applicable Card Association for the standard card industry code of Merchant and which may be charged fees as set forth in Schedule A.
- 1.17 "Sales Draft" means the paper form, whether electronically or manually imprinted, evidencing a sale Transaction.
- 1.18 "Transaction" means any sale of products or services, or credit for such, from a Merchant for which the Cardholder makes payment through the use of any Card and which is presented to Bank for collection.
- 1.19 "Voice Authorization" means a direct phone call to a designated number to obtain credit approval on a Transaction from the Card Issuer, whether by voice or voice-activated systems.

ARTICLE II - CARD ACCEPTANCE

- 2.01 Honoring Cards.
- (a) Merchant will accept all valid Cards when properly presented by Cardholders in payment for goods or services, subject to applicable Card Association rules requiring Merchant to elect whether it will accept credit only, debit only or both debit and credit Cards. Merchant's election is set forth in the Application. (b) Merchant will not establish minimum or maximum amounts for Card sales as a condition for accepting any Card. (c) Merchant will not require any Cardholder to pay as a surcharge any part of any discount or charge imposed upon Merchant by this Agreement, whether through any increase in price or otherwise require a Cardholder presenting a Card to pay any charge or price as a condition of sale that is not also required from a customer paying cash. However, Merchant may not, by this term, be prevented from offering discounts to customers for cash purchases. (d) Merchant will not engage in a Card Transaction (other than a mail order, telephone order, ecommerce or preauthorized sale to the extent permitted under this Agreement) if the person seeking to charge the purchase to his or her Card account does not present the Card to permit Merchant to compare the signature on the Card to the signature on the Sales Draft and obtain an Imprint or otherwise use the physical Card to complete the Transaction.
- 2.02 Advertising.
- (a) Merchant agrees to prominently display the promotional materials provided by Bank and ETS CORPORATION in its place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with Card(s) will be limited to informing the public that Card(s) will be accepted at Merchant's place(s) of business. Merchant's use of promotional materials and Marks is subject to the direction of Bank and ETS CORPORATION. (b) Merchant may use promotional materials and Marks only during the term of this Agreement and will immediately cease use and return any inventory to Bank or ETS CORPORATION upon any termination thereof. (c) Merchant will not use any promotional materials or Marks associated with Visa, MasterCard or Discover in any way which suggests or implies that either endorses any goods or services other than Card payment services.
- 2.03 Card Acceptance. When accepting a Card, Merchant will follow the steps provided by Bank and ETS CORPORATION for accepting Cards and will:
- (a) Determine in good faith and to the best of its ability that the Card is valid on its face; (b) Obtain Authorization from the Card Issuer to charge the Cardholder's account; (c) Unless the Sales Draft is electronically generated or is the result of a mail, phone or preauthorized order, (i) obtain an Imprint of the Card including embossed data from the merchant imprinter plate; and (ii) obtain the Cardholder's signature on the Sales Draft and compare that signature to the signature on the Card; (d) Enter a description of the goods or services sold and the price thereof (including any applicable taxes); (e) Deliver a true and completed copy of the Sales Draft to the Cardholder at the time of delivery of the goods or performance of the services, or, if the Sales Draft is prepared by a point-of-sale terminal, at the time of the sale; (f) Offer the Sales Draft to Bank for purchase according to Bank's procedures and the terms of this Agreement; and (g) Make an Imprint of the Card, if the Transaction is not based upon a mail, phone or pre-authorized order.
- 2.04 Authorization. Merchant will obtain an Authorization for all Card sales. If Merchant cannot, for any reason, obtain an electronic Authorization through the use of a terminal, Merchant will request a Voice Authorization from Bank's designated authorization center and will legibly print the authorization number on the Sales Draft. Merchant will not obtain or attempt to obtain authorization from Bank's authorization center unless Merchant intends to submit to Bank a Transaction for the authorized amount if Authorization for the Transaction is given. Merchant may not divide a single Transaction between two or more Sales Drafts on a single Card to avoid Authorization limits that may be set by the Card Issuer. Merchant acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale and that an Authorization is not a guarantee that the Transaction will not be subject to dispute or Chargeback and does not warranty the Cardholder's identity. Merchant may not attempt to obtain an authorization by successively decreasing the sale amount. Bank or ETS CORPORATION may refuse to purchase or process any Sales Draft presented by Merchant: (a) unless a proper authorization or approval code has been recorded on the Sales Draft; (b) if Bank or ETS CORPORATION determines that the Sales Draft is or is likely to become uncollectible from the Cardholder to which the transaction would otherwise be charged; or (c) if Bank or ETS CORPORATION has reason to believe that the Sales Draft was prepared in violation of any provision of this Agreement. Merchant will use, and may not circumvent, fraud identification tools requested by Bank or ETS CORPORATION, including Address Verification System processing and CVV2 processing, and acknowledges that the use of these tools may prevent Merchant from accepting certain Cards as payment. Merchant acknowledges that its use of fraud identification tools may not prevent fraudulent Card usage, and agrees that any fraudulent Transaction may ultimately result in a Chargeback, for which Merchant retains full liability under this Agreement.
- 2.05 Retention and Retrieval of Cards.
- (a) Merchant will use its best efforts, by reasonable and peaceful means, to retain or recover a Card (i) when receiving such instructions when making a request for Authorization or (ii) if Merchant has reasonable grounds to believe the Card is counterfeit, fraudulent or stolen. (b) The obligation of Merchant imposed by this section to retain or recover a Card does not authorize a breach of the peace or any injury to persons or property, and Merchant will hold Bank and ETS CORPORATION harmless from any claim arising from any injury to person or property or other breach of the peace in connection with the retention or recovery of a Card.
- 2.06 Multiple Transaction Records; Partial Consideration.
- Merchant will not prepare more than one Sales Draft for a single sale or for a single item but will include all items of goods and services purchased in a single Transaction in the total amount on a single Sales Draft except under the following circumstances: (i) For purchases in separate departments of a multiple department store; (ii) For partial payment, installment payment, delayed delivery or an advance deposit; or (iii) For delayed or amended charges governed by rules for travel and entertainment merchants and Transactions.

2.07 Telephone Orders, Mail Orders, eCommerce, Preauthorized Orders and Installment Orders.

(a) Unless Merchant has been approved by Bank to accept mail, phone or eCommerce orders, Merchant warrants that it is a walk-in trade business, located in a retail business place where the public moves in and out freely in order to purchase merchandise or obtain services. If Bank and ETS CORPORATION determines Merchant has accepted unapproved Card Transactions without Bank's authorization, which are placed by telephone, generated through telephone solicitation, mail order or other means that does not create a Sales Draft that bears the Card imprint and Cardholder's signature, this Agreement will be immediately terminated and the value of all Sales Drafts collected from the first day of processing may be charged back to Merchant and all funds therefrom will be held pursuant to Article IV. (b) Unless approved by Bank, this Agreement does not contemplate regular acceptance of Cards for sales accepted by telephone, mail or eCommerce nor through preauthorized orders. If an occasional Card Transaction is made by mail, phone or preauthorized order, the Sales Draft may be completed without the Cardholder's signature or an Imprint, but in such case Merchant will create a Sales Slip containing Cardholder data, an Authorization number, the sale amount and the letters "MO", "TO" or "PO", as appropriate. Receiving an Authorization will not relieve the Merchant of liability for Chargeback on any Transaction for which the Merchant did not obtain an Imprint or the Cardholder's signature.

2.08 Lodging and Vehicle Rental Transactions.

(a) Merchant must estimate and obtain Authorization for the amount of the Transaction based upon the Cardholder's intended length of stay or rental. Additional Authorization must be obtained and recorded for charges actually incurred in excess of the estimated amount. (b) Regardless of the terms and conditions of any written preauthorization form, the Sales Draft amount for any lodging or vehicle rental Transaction will include only that portion of the sale, including any applicable taxes, evidencing a bona fide rental of real or personal property by Merchant to the Cardholder and will not include any consequential charges. Nothing contained herein is intended to restrict Merchant from enforcing the terms and conditions of its preauthorization form through means other than a Card Transaction.

2.09 Returns and Adjustments; Credit Vouchers.

(a) Merchant's policy for the exchange or return of goods sold and the adjustment for services rendered will be established and posted in accordance with operating regulations of the applicable Card Association's regulations. Merchant agrees to disclose, if applicable, to a Cardholder before a Card sale is made, that if merchandise is returned: (i) no refund, or less than a full refund, will be given; (ii) returned merchandise will only be exchanged for similar merchandise of comparable value; (iii) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, delivery charges, or other non-credit terms). (b) If Merchant does not make these disclosures, a full refund in the form of a credit to the cardholder's Card account must be given. Disclosures must be made on all copies of Sales Drafts or invoices in letters approximately 1/4" high in close proximity to the space provided for the Cardholder's signature or on an invoice issued at the time of the sale or on an invoice being presented for the Cardholder's signature. (c) Any change in Merchant's return or cancellation policy must be submitted in writing to Bank and ETS CORPORATION not less than fourteen (14) days prior to the change. Bank or ETS CORPORATION reserves the rights to refuse to process any Sales Draft made subject to a revised return or cancellation policy of which Bank and ETS CORPORATION have not been notified as required herein.

2.10 Cash Payments. Merchant will not receive any payments from a Cardholder for charges included in any Transaction resulting from the use of any Card nor receive any payment from a Cardholder to prepare and present a Transaction for the purpose of effecting a deposit to the Cardholder's Card account.

2.11 Cash Advances; Scrip Purchases. Merchant will not deposit any Transaction for the purpose of obtaining or providing a cash advance either on Merchant's Card or the Card of any other party and will not accept any Card at a scrip terminal. Merchant agrees that either such action will be grounds for immediate termination of this Agreement.

2.12 Duplicate Transactions. Merchant will not deposit duplicate Transactions. Merchant will be debited for any adjustments for duplicate Transactions and will be liable for any Chargebacks which may result therefrom.

2.13 Deposit of Fraudulent Transactions. Merchant will not accept or deposit any fraudulent Transaction and may not under any circumstances present for processing or credit, directly or indirectly, a Transaction which originated with any other merchant or any other source other than Transactions arising from bona fide purchases from Merchant for the goods and services for which Merchant has been approved under this Agreement. If Merchant deposits any prohibited Transaction, Merchant may be immediately terminated, and Bank may hold funds and/or demand an Escrow pursuant to Sections 4.02 and 5.06; further, Merchant may be subject to the Visa and MasterCard and Discover reporting requirements under the terms of this Agreement. Merchant understands and agrees that it is responsible for its employees' action, whether negligent or fraudulent, while in its employ.

2.14 Collection of Pre-existing Debt. Merchant will not prepare and present to Bank for purchase any Transaction representing the refinancing of an existing obligation of a Cardholder including, but not limited to, obligations (i) previously owed to Merchant, (ii) rising from the dishonor of a Cardholder's personal check, Chargeback, and/or (iii) representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties.

2.15 Data Security/Personal Cardholder Information. Merchant may not, as a condition of sale, impose a requirement on Cardholders to provide any personal information as a condition for honoring Cards unless such information is required to provide delivery of goods or services or Merchant has reason to believe the identity of the person presenting the Card may be different than that of the Cardholder. Merchant will not, under any circumstances, release, sell or otherwise disclose any Cardholder Information to any person other than Bank or ETS CORPORATION or the applicable Card Association, except as expressly authorized in writing by the Cardholder, or as required by law.

(a) **Safeguards.** Merchant will maintain appropriate administrative, technical and physical safeguards for all Cardholder Information. These safeguards will (i) insure the confidentiality of Cardholder Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Cardholder Information; (iii) protect against unauthorized access to or use of Cardholder Information that could result in substantial harm or inconvenience to any Cardholder; and (iv) properly dispose of all Cardholder Information to ensure no unauthorized access to Cardholder Information. Merchant will maintain all such safeguards applicable to Merchant or Bank or ETS CORPORATION in accordance with applicable federal and state laws, rules, regulations and guidance.

(b) **Compliance with Card Association Rules.** Merchant represents, warrants and covenants that it is and will remain throughout the term of this Agreement in compliance with Card Association bylaws, operating regulations and rules related to data security, data integrity and the safeguarding of Cardholder Information including the Payment Card Industry Data Security Standard ("PCI"), Discover Information Security Compliance ("DISC"), MasterCard's Site Data Protection Program ("SDP"), the American Express Data Security Requirements ("DSR"), and Visa's Customer Information Security Program ("CISP"), in effect and as may be amended, supplemented or replaced. Merchant will cause all of its service providers, subcontractors and agents to comply with PCI, SDP, DISC, DSR and CISP requirements at all times. Merchant will report any non-compliance immediately to Bank or ETS CORPORATION. To accomplish the foregoing, Merchant will encrypt all debit, credit or stored value card numbers whether in storage, transport or backup and will not store data security codes on its systems, network or software.

(c) **Annual Certification.** Merchant will provide an annual certification to Bank or ETS CORPORATION if requested by Bank or ETS CORPORATION (in a form acceptable to Bank or ETS CORPORATION) certifying compliance with the data security provisions of this Agreement, including compliance with applicable Card Association requirements such as PCI, SDP, DSR and CISP. Merchant will provide annual certifications for Merchant's service providers, subcontractors and agents.

(d) **Information Use Limitations.** Merchant may not sell, disclose, or otherwise make Cardholder Information available, in whole or in part, in a manner not provided for in this Agreement, without Bank's or ETS CORPORATION's prior written consent. Merchant may, however, disclose Cardholder Information to its service providers, subcontractors and agents who have a need to know such information to provide the Services described in this Agreement, provided that those individuals or entities have assumed confidentiality obligations in accordance with this Agreement, or as may be required by legal process or applicable federal and state laws, rules, regulations and guidance and have entered into a written agreement with Merchant containing Merchant's and such individuals' or entities' agreement to the foregoing data security provisions including compliance with Card Association rules, regulations or bylaws.

(e) **Response to Unauthorized Access.** Merchant will notify Bank or ETS CORPORATION within 24 hours after it knows of any breach in security resulting in an unauthorized access to Cardholder Information. Merchant will provide any assistance that Bank or ETS CORPORATION, the issuing bank of any Cardholder, and their regulators and the Card Associations deem necessary to contain and control the incident to prevent further unauthorized access to or use of Cardholder Information. Such assistance may include, but not be limited to, preserving records and other evidence and compiling information to enable Bank or ETS CORPORATION and the issuing bank (s) or the Card Associations to investigate the incident and provide assistance and cooperation to: (a) file suspicious activity reports (as applicable); (b) notify their regulators (as applicable); and (c) notify the affected Cardholder (as required). Unless the unauthorized access was due to Bank's acts or omissions, Merchant will bear the cost of notifying affected Cardholder.

(f) **Miscellaneous.** Merchant may not make a claim against Bank or ETS CORPORATION or hold Bank or ETS CORPORATION liable for the acts or omissions of other merchants, service providers, Card Associations, financial institutions or others that do not have a written contractual relationship with Bank or ETS CORPORATION or over which Bank or ETS CORPORATION has no control. These provisions supplement, augment and are in addition to obligations of indemnification, audit, confidentiality and other similar provisions contained in this Agreement. This Section and each of its subsections will survive this Agreement's termination. Merchant may not store in any system or in any manner discretionary Card read data including without limitation CVV2 data, PIN data, address verification data or any other information prohibited by Card Association Rules. Merchant agrees that Provider may disclose to any Card Network information regarding Merchant and Merchant's Transactions to any Card Network, and that such Card Network may use such information to perform its responsibilities in connection with its duties as a Card Network, promote the Card Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of Card Network Card acceptance, and transactional or relationship communications from a Card Network. A Card Network may use the information about Merchant obtained in this Agreement at the time of setup to screen and/or monitor Merchant in connection with the Card Network marketing and administrative purposes.

Merchant agrees it may receive messages from a Card Network, including important information about Card Network products, services, and resources available to its business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers of Merchant. Merchant may be contacted at its wireless telephone number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. Merchant agrees that it may be sent fax communications.

- 2.16 Compliance with Card Association Rules.** Merchant will comply with and conduct its Card activities in accordance with all applicable Card Association rules and regulations. Failure to comply with such rules and regulations may result in Merchant being terminated for cause and listed on various Card Association and industry databases, including the Terminated Merchant File and the Merchant Alert to Control High Risk Merchants file ("MATCH"). Merchant may not: (a) accept Cardholder payments for previous Card charges incurred at the Merchant location; (b) establish a minimum or maximum transaction amount as a condition for honoring a Card; (c) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (d) add any surcharge to transactions; (e) add any tax to transactions, unless applicable law expressly requires that Merchant be permitted to impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (f) enter into interchange any transaction receipt for a transaction that was previously charged back to Bank and subsequently returned to Merchant, irrespective of Cardholder approval (Merchant may pursue payment from the Cardholder outside the Card Association system); (g) request or use an account number of any purpose other than as payment for its goods or services; (h) disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant; (i) disburse funds in the form of cash, unless: (i) Merchant is a lodging or cruise line merchant disbursing cash to a Cardholder, (ii) Merchant is dispensing funds in the form of travelers cheques, Cards, or foreign currency, or (iii) Merchant is participating in the Card Association cash back service; (j) accept a Card for the purchase or scrip; (k) accept a Card for manual cash disbursement; (l) accept a Card to collect or refinance existing debt that has been deemed uncollectible by the Merchant providing the associated goods or services; or (m) enter into a Transaction that represents collection of a dishonored check. Merchant will pay all Card Association fines, fees, penalties and all other assessments or indebtedness levied by Card Associations to Bank or ETS CORPORATION which are attributable, at the Bank's or ETS CORPORATION'S discretion, to Merchant's Transaction processing or business. (n) accept a Card for an unlawful Internet gambling transaction. Merchant will pay all Card Association fines, fees, penalties and all other assessments or indebtedness levied by Card Associations to Bank or ETS CORPORATION which are attributable, at the Bank's or ETS CORPORATION'S discretion, to Merchant's Transaction processing or business.
- 2.17 Merchant's Business.** Merchant will notify Bank or ETS CORPORATION immediately if it intends to (a) transfer or sell any substantial part of its total assets, or liquidate; (b) change the basic nature of its business, including selling any products or services not related to its current business; (c) change majority ownership or transfer control of its business; (d) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in Merchant's business; (e) alter in any way Merchant's approved monthly volume, average, or maximum ticket; (f) changes its return policies or to another fulfillment house different from those identified in Merchant Application; or (g) changes to its Account. Merchant will notify Bank or ETS CORPORATION promptly in writing if it becomes subject to any voluntary or involuntary bankruptcy or insolvency petition or proceeding. Merchant's failure to provide notice as required above may be deemed a material breach and will be sufficient grounds for termination of Merchant and for Bank's or ETS CORPORATION'S exercise of all its rights and remedies provided by this Agreement. If any change listed above occurs, Bank or ETS CORPORATION may immediately terminate this Agreement.
- 2.18 Merchant's Warranties.** Merchant represents and covenants that: (a) all information contained in the Merchant Application or any other documents delivered to Bank or ETS CORPORATION in connection therewith is true and complete and properly reflects Merchant's business, financial condition and principal partners, owners or officers; (b) Merchant has power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and will not violate any provisions of law, or conflict with any other agreement to which Merchant is subject; (c) Merchant holds all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (d) there is no action, suit or proceeding at law or in equity now pending or to Merchant's knowledge, threatened by or against or affecting Merchant which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (e) each Sales Draft presented to Bank or ETS CORPORATION for collection is genuine and is not the result of any fraudulent or prohibited Transaction or is not being deposited on behalf of any business other than Merchant as authorized by this Agreement; (f) each Sales Draft is the result of a bona fide Card Transaction for the purchase of goods or services from Merchant by the Cardholder in the total amount stated on the Sales Draft; (g) Merchant has performed or will perform all of its obligations to the Cardholder in connection with the Card Transaction evidenced thereby; (h) Merchant has complied with Bank's or ETS CORPORATION'S procedures for accepting Cards, and the Card Transaction itself does not involve any element of credit for any other purposes other than as set forth in this Agreement, and is not subject to any defense, dispute, offset or counterclaim which may be raised by any Cardholder under the Card Associations' rules, the Consumer Credit Protection Act (15 USC §1601) or other relevant state or federal statutes or regulations; and (i) any Credit Voucher which it issues represents a bona fide refund or adjustment on a Card sale by Merchant with respect to which a Sales Draft has been accepted by Bank or ETS CORPORATION.
- 2.19 Merchant's Covenants.** Merchants covenants that: (a) each Transaction Record presented to Provider for collection is genuine and is not the result of any fraudulent activity, or a Transaction prohibited by a Card Network, or is not being deposited on behalf of any business other than Merchant as authorized by this Agreement; (b) each Transaction Record is the result of a bona fide purchase of goods or services from Merchant by the Cardholder in the total amount stated on the Transaction Record; (c) Merchant will perform all of its obligations to the Cardholder in connection with the Transaction evidenced thereby; (d) Merchant will comply with Provider's procedures for accepting Cards, and the Transaction itself will not involve any element of credit for any other purposes other than as set forth in this Agreement, and will not be subject to any defense, dispute, offset or counterclaim which may be raised by any Cardholder under the Network Rules, the Consumer Credit Protection Act (15 USC §1601) or other Law; and any Credit Voucher which Merchant issues represents a bona fide refund or adjustment on a Transaction by Merchant with respect to which a Transaction Record has been accepted by Provider.
- 2.20 Third Parties.** Merchant may desire to use a third-party service provider to assist Merchant with its Transactions. Merchant shall not utilize any such third parties unless Merchant has disclosed such use to Provider previously in writing, and unless such third party is fully compliant with all Laws and Network Rules. Any third party used by Merchant must be registered with the Card Network prior to the performance of any contracted services on behalf of Merchant. Further, as between the parties to the Agreement, Merchant will be bound by the acts and omissions of any third-party service provider and Merchant will be responsible for compliance by such third-party service provider with all Laws and Network Rules. Merchant will indemnify and hold harmless Provider from and against any loss, cost, or expense incurred in connection with or by reason of Merchant's use of any third parties, including third-party service providers. Provider is not responsible for any third-party service provider used by Merchant, nor is Provider required to process any Transaction which Provider receives from Merchant or its service providers in any format not approved by Provider. Provider has no responsibility for, and shall have no liability to Merchant in connection with, any hardware, software or services Merchant receives subject to a direct agreement (including any sale, warranty or end-user license agreement) between Merchant and a third party.
- 2.21 Recourse.** Merchant acknowledges that ISO performs the services contemplated by this Agreement and ISO is responsible to Merchant for any failure to perform such services in accordance with the terms of this Agreement. While Bank satisfies settlement files pursuant to instructions provided by ISO, Bank is not responsible for independently verifying the accuracy of such settlement files. Accordingly, to the greatest extent permitted by the Network Rules, Merchant's sole recourse for any failure by Provider under this Agreement is against ISO (and not Bank).
- 2.22 Pre-Authorized Transactions.** If Merchant agrees to accept a pre-authorized order, the Cardholder shall execute and deliver to Merchant a written request for such pre-authorization which will be retained by Merchant and made available upon request to Provider. Merchant will not deliver goods or perform services covered by a pre-authorization after receiving specific notification that the pre-authorization is cancelled or that the card covering the pre-authorization is not to be honored.
- 2.23 Pre-Authorization Health Care Transactions.** If Merchant is a "Health Care Merchant" as indicated on the Merchant Application and accepts a pre-authorized health care Transaction(s) from a Cardholder, Merchant agrees to comply with any requirements in the Network Rules related to such Transactions.

2.24 Recurring Transactions. If Merchant agrees to accept a recurring transaction from a Cardholder for the purchase of goods or services which are delivered or performed periodically (a "Recurring Transaction"), the Cardholder shall complete and deliver to Merchant an order form containing a written request for such goods or services to be charged to the Cardholder's account, the frequency of the recurring charges and the duration of time for which such Cardholder's permission is granted. In the event a Recurring Transaction is renewed, the Cardholder shall complete and deliver to Merchant a subsequent order form for continuation of such goods or services to be charged to the Cardholder's account. A Recurring Transaction may not include partial payments made to Merchant for goods or services purchased in a single Transaction, nor may it be used for periodic payments of goods or services on which Merchant assesses additional finance charges. A copy of the order form must be retained for the duration of the recurring charges and provided in response to Provider's request. In addition, Merchant must record, retain, and promptly produce upon request the "ship to address" and address verification service code (where applicable) for each transaction. Merchant must not complete an initial or subsequent Recurring Transaction after receiving a cancellation notice from the Cardholder, the Card Issuer, Provider or other party or a response that the Card is not to be honored.

2.25 Limited Acceptance.

- (a) If appropriately indicated on the Merchant Application, Merchant shall be a limited acceptance merchant, which means that Merchant has elected to accept only certain Visa and MasterCard Card types as indicated on the Merchant Application, or via later notification. The Visa or MasterCard credit acceptance option on the Merchant Application refers to Visa credit and business transactions, and is what MasterCard refers to as "Other Card" transactions. Notwithstanding anything to the contrary in the Merchant Application, Merchant can elect (i) to accept only Visa or MasterCard non-PIN based debit/stored value/electronic benefit transactions (sometimes referred to as "signature debit" transactions, whether or not an actual signature is required), (ii) to accept only Visa or MasterCard Credit transactions, or (iii) to accept all Visa or MasterCard credit and signature debit transactions; provided, however, that a Merchant who accepts any Visa or MasterCard Card types must accept all valid Visa or MasterCard Card types issued by a non-U.S. issuer. Merchant is not required to accept Cards of Card Networks other than Visa or MasterCard in order to accept Visa or MasterCard Cards (except that transactions using Diner's International Cards which also carry the MasterCard Mark must be accepted if Merchant accepts MasterCard Card transactions of the same type). Provider has no obligation other than those expressly provided under the Network Rules and applicable Law as they may relate to limited acceptance. Provider's obligations do not include policing card types at the point-of-sale. Merchant will be solely responsible for the implementation of its decision for limited acceptance including but not limited to policing the Card Network type(s) of transactions at the point-of-sale submitted for processing by Provider. Should Merchant submit a Transaction for processing for a card type it has indicated it does not wish to accept, Provider may process that Transaction and Merchant will pay the applicable fees, charges, and assessments associated with that Transaction. Merchant will comply with any applicable Laws and Network Rules and other applicable rules and regulations for the Card Network type processed.
- (b) If Merchant has chosen to accept Discover Cards in the Merchant Application, Merchant must accept Discover Cards at all Merchant establishments, including in payment for purchases of goods and services, for charitable contributions and for Cash Over Transactions (subject to the terms of the Network Rules and other applicable rules and regulations), when properly presented for payment by a Cardholder. Subject to this section, Merchant must create a Transaction Record for each Discover Card Transaction and deliver at least one copy of the Transaction Record to the Cardholder. A Merchant may issue a Cash Over (subject to the terms of the Network Rules) in connection with a Discover Card Transaction. Merchant must deliver a single Authorization request for the aggregate total of the goods/services purchase amount and the Cash Over amount. In addition, the Transaction Record must include both the purchase amount and the Cash Over amount.

ARTICLE III - PRESENTMENT, PAYMENT, CHARGEBACK

- 3.01 Acceptance.** Bank will accept from Merchant all Sales Drafts deposited by Merchant under the terms of this Agreement and will present the same to the appropriate Card Issuers for collection against Cardholder accounts. Merchant is required to transmit Sales Drafts and Credit Vouchers to Bank or its processing vendor on the same of next business immediately following the day that such Sales Drafts and Credit Vouchers have been originated. All presentment and assignment of Sales Drafts, collection therefore and re-assignment or rejection of such Sales Drafts are subject to the terms of this Agreement and regulations of the Card Associations. Bank will only provisionally credit the value of collected Sales Drafts to Merchant's Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks (actual and anticipated), fees, penalties, late submission charges, Reserve deposits, negative Sales Draft batch deposits and items for which Bank did not receive final payment.
- 3.02 Endorsement.** The presentment of Sales Drafts to Bank for collection and payment is Merchant's agreement to sell and assign all its right, title and interest in each Sales Draft completed in conformity with Bank's acceptance procedures and shall constitute an endorsement by Merchant to Bank of such Sales Drafts. Merchant hereby authorizes Bank to supply such endorsement on Merchant's behalf.
- 3.03 Prohibited Payments.** Bank will have the sole right to receive payment of any Sales Draft presented by Merchant and paid by Bank unless and until there is a Chargeback. Unless specifically authorized in writing by Bank, Merchant will not make or attempt to make any collections on any Sales Draft, including Chargebacks, and will hold in trust for Bank and will promptly deliver in kind to Bank any payment Merchant receives, in whole or in part, of the amount of any accepted Transaction, together with the Cardholder's name and account number and any correspondence accompanying the payment.
- 3.04 Chargebacks.** Merchant will accept for chargeback any sale for which the Cardholder disputes the validity of the sale according to prevailing Card Association regulations, or a Card issuer or Bank or ETS CORPORATION determines that Merchant has in any way failed to comply with Card Association regulations or Bank's or ETS CORPORATION's procedures in accepting a Card and presenting the resulting Sales Draft to Bank for purchase. Section 2.03 notwithstanding, Bank may charge back the amount of a Card sale for which the Cardholder disputes that authorizing the charge if Merchant failed to obtain the Card Imprint or the Cardholder's signature. Merchant may not initiate a sale Transaction in an attempt to collect a Chargeback. Merchant will pay the current published fees for each Chargeback as listed on Schedule A.
- 3.05 Chargeback Reserve Account.** Notwithstanding anything to the contrary in this Agreement, Bank or ETS CORPORATION may establish (without notice to Merchant) and Merchant agrees to fund a non-interest bearing chargeback reserve account (the "Reserve Account"), or demand other security or raise any discount, transaction or other fees. This account may be established at any time or for any reason. Specific examples might include: (a) Merchant engages in any charge processing that creates an overcharge to a Cardholder by duplicating charges; (b) any activity designed by Merchant to circumvent a "call center" message when attempting to process a transaction; (c) Merchant breaches this Agreement, violates any representation, covenant or warranty herein, violates any applicable Card Association rule or applicable law; (d) Merchant's application is in any way inaccurate or becomes inaccurate subsequent to Bank's approval of the application; (e) Merchant changes its type of business without Bank's prior written approval; (f) fraud, Merchant processes an unauthorized charge, or other action that violates Bank's or ETS CORPORATION's applicable risk management standards or is likely to cause a loss; (g) Merchant has chargebacks exceeding 1% of the total number of transactions completed by Merchant in any 30 calendar day period; (h) excessive numbers of requests from consumers or issuing banks to retrieve documentation; (i) Merchant's financial stability is in question or Merchant ceases doing business; or (j) Merchant terminates this Agreement. Once the Reserve Account is established, collected funds will be placed in the Reserve Account. Before releasing funds after this Agreement is terminated, Merchant will pay any equipment cancellation fees and any outstanding charges, losses or amounts, and Chargebacks for which Merchant has provided indemnification under this Agreement. Further, Bank or ETS CORPORATION may require Merchant to deposit additional amounts based upon Merchant's processing history and/or anticipated risk of loss to Bank or ETS CORPORATION into the Reserve Account. Once established, unless Bank or ETS CORPORATION determines otherwise at its sole discretion, the Reserve Account will remain in place for 180 days and a reasonable period thereafter during which Cardholder disputes may remain valid under applicable Card Association rules. The provisions of this Agreement relating to account debits and credits apply to the Reserve Account and survive this Agreement's termination until Bank terminates the Reserve Account. Any balance remaining after chargeback rights have expired and all of Bank's or ETS CORPORATION's other expenses, losses and damages have been paid will be disbursed to Merchant.

ARTICLE IV - TERMINATION AND EFFECT OF TERMINATION

4.01 Term.

4.02 Termination.

(a) Without Cause. Bank or ETS CORPORATION may terminate this Agreement, without cause, upon 30 days advance written notice to Merchant.

(b) For Cause. Bank or ETS CORPORATION may terminate this Agreement in its sole discretion, effective immediately, upon written or verbal notice, or by closing Merchant's point-of-sale terminal, if Bank or ETS CORPORATION reasonably determines that any of the following conditions exists: (i) Merchant has violated any provision of this Agreement; (ii) there is a material adverse change in Merchant's financial condition; (iii) if any case or proceeding is commenced by or against Merchant under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief; (iv) any information which Merchant provided to Bank or ETS CORPORATION, including Application information, was false, incomplete or misleading when received; (v) at any time during the term of this Agreement, Merchant has had a monthly ratio of Chargebacks to total transactions exceeding Card Association requirements or 1%, or Chargebacks exceed 3% of any monthly dollar amount of total transactions; (vi) an overdraft in the settlement account exists for more than three days; (vii) Merchant or any of Merchant's officers or employees has been involved in processing transactions arising from fraudulent or otherwise unauthorized transactions; (viii) Merchant is or will be unable or unwilling to perform its obligations under this Agreement or applicable law; (ix) Merchant has failed to timely pay Bank or ETS CORPORATION any amount due; (x) Merchant has failed to promptly perform or discharge any obligation under its settlement account or the Reserve Account; (xi) any of Merchant's representations or warranties made in connection with this Agreement was not true or accurate when given; (xii) Merchant has defaulted on any agreement it has with the Bank or ETS CORPORATION; (xiii) Bank or ETS CORPORATION is served with legal process seeking to attach or garnish any of Merchant's funds or property in Bank's or ETS CORPORATION's possession, and Merchant does not satisfy or appeal the legal process within 15 days of such service; (xiv) any Card Association rules are amended in any way so that the continued existence of this Agreement would cause Bank or ETS CORPORATION to be in breach of those rules; (xv) any guaranty supporting Merchant's obligations is revoked, withdrawn, terminated or altered in any way; (xvi) if any circumstances arise regarding Merchant or its business that create harm or loss of goodwill to any Card Association; (xvii) termination is necessary to prevent loss to Bank or ETS CORPORATION or Card Issuers; (xviii) Merchant's type of business indicated on the Application or as conducted by Merchant could endanger the Bank's or ETS CORPORATION's safety or soundness; (xix) Merchant's owner, officer, guarantor, or corporate entity has a separate relationship with the Bank or ETS CORPORATION and that relationship is terminated, (xx) Merchant appears on any Card Association's security reporting; or (xxi) Bank's or ETS CORPORATION's security for repayment becomes impaired.

4.03 Effect of Bankruptcy. Any account or security held by Bank or ETS CORPORATION will not be subject to any preference, claim or stay by reason of bankruptcy or similar law. The parties expressly agree that the acquisition of Card Transactions hereunder is a financial accommodation and if Merchant becomes a debtor in any bankruptcy or similar proceeding, this Agreement may not be assumed or enforced by any other person and Bank or ETS CORPORATION will be excused from performance hereunder.

4.04 Effect of Termination. When termination becomes effective, the parties' rights and obligations existing under this Agreement survive. If this Agreement is terminated, regardless of cause, Bank or ETS CORPORATION may withhold and discontinue the disbursement for all Cards and other Merchant Transactions in the process of being collected and deposited. If Merchant is terminated for cause, Merchant acknowledges that Bank or ETS CORPORATION may be required to report Merchant's business name and the names and other identification of its principals to the MATCH file maintained by Visa, Discover, and MasterCard. **Merchant expressly agrees and consents to such reporting if Merchant is terminated for any reason requiring listing on the MATCH file.** Merchant waives and will hold harmless Bank or ETS CORPORATION from any claims that Merchant may raise as a result of Bank's or ETS CORPORATION's MATCH file reporting. Merchant will also immediately cease requesting Authorizations. If Merchant obtains any Authorization after termination, the fact that any Authorization was requested or obtained will not reinstate this Agreement. Further, Merchant will return all Bank or ETS CORPORATION property, forms, or equipment. All obligations for Transactions prior to termination (including payment for Chargebacks and Bank's or ETS CORPORATION's expenses relating to Chargebacks) survive termination. Bank or ETS CORPORATION is not liable to Merchant for damages (including prospective sales or profits) due to termination. Following termination, Merchant will upon request provide Bank or ETS CORPORATION with all original and electronic copies of Sales Drafts and Credit Vouchers that have been retained by Merchant as of the date of termination. Upon termination, any amounts due to Bank or ETS CORPORATION will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever by Bank or ETS CORPORATION. The parties agree that if this Agreement is terminated before completion of the initial term of this Agreement for any reason other than a material uncured breach by Bank or ETS CORPORATION, Merchant will pay Bank or ETS CORPORATION damages determined by (a) computing the number of months remaining from the date of termination to the end of the then current term, and (b) multiplying that number by the average monthly processing fees and adding Bank's or ETS CORPORATION's costs and attorneys' fees. Merchant agrees that these damages are not a penalty but are a reasonable computation of the financial harm caused by the termination of this Agreement. Bank's or ETS CORPORATION's rights of termination are non-cumulative.

ARTICLE V - MISCELLANEOUS

5.01 Account Monitoring. Merchant acknowledges that ETS CORPORATION and/or Bank will monitor Merchant's daily deposit activity. Merchant agrees that Bank may upon reasonable grounds suspend the disbursement of Merchant's funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. ETS CORPORATION and/or Bank will make good faith efforts to notify Merchant promptly. ETS CORPORATION and/or Bank will not be liable for any losses, either direct or indirect, which Merchant may attribute to any suspension of funds disbursement.

5.02 Forms. Merchant will use only such forms or modes of transmission of Sales Drafts and Credit Vouchers as are provided or approved in advance by Bank or ETS CORPORATION, and Merchant will not use such forms other than in connection with Card Transactions.

5.03 Indemnification. Merchant will defend, indemnify and hold Bank and ETS CORPORATION and its officers, directors, members, shareholders, partners, employees, agents, subcontractors and representatives harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities or fees of any nature whatsoever, including attorneys' fees and costs ("Damages"), asserted against or incurred by Bank and ETS CORPORATION arising out of, relating to or resulting from, either directly or indirectly: (a) a breach of the security of the system safeguarding Cardholder Information resulting in unauthorized access to Cardholder Information; (b) a breach of any representation, warranty or term of this Agreement, including, but not limited to, the data security provisions by Merchant, or any service provider, subcontractor or agent of Merchant; (c) the negligence, gross negligence or willful misconduct of Merchant in the performance of its obligations under this Agreement, including, but not limited to, the data security provisions; (d) any violation of applicable federal and state laws, rules, regulations and guidance and Card Association rules by Merchant; and (e) all third party claims arising from the foregoing. Notwithstanding the preceding, Merchant is not liable to Bank or ETS CORPORATION if Damages are caused by, related to or arise out of Bank's or ETS CORPORATION's negligence, gross negligence or willful misconduct, or Bank's or ETS CORPORATION's breach of this Agreement. Merchant will promptly reimburse Bank or ETS CORPORATION for any assessments, fines, fees or penalties imposed by the Card Association in connection with this Agreement, including the data security provisions, and authorizes Bank or ETS CORPORATION to deduct any such sums from amounts to be cleared and settled with Merchant.

5.04 Records. In addition to any records merchants routinely furnished to Bank or ETS CORPORATION pursuant to this Agreement, Merchant will preserve a copy of the actual paper Sales Drafts and Credit Vouchers and any written authorization of the Cardholder for at least two (2) years after the date Merchant presents the Transaction to Bank.

5.05 Requests for Copies. Immediately upon receipt of any request by Bank or ETS CORPORATION, Merchant will provide either the actual paper Sales Draft or a legible copy thereof (in size comparable to the actual Sales Draft) and any other documentary evidence available to Merchant and reasonably requested by Bank or ETS CORPORATION to meet Bank's and ETS CORPORATION's obligations under law (including its obligations under the Fair Credit Billing Act) or otherwise to respond to questions concerning Cardholder accounts.

5.06 Compliance with Law. Merchant will comply with all laws applicable to Merchant, Merchant's business and any Card Transaction, including without limitation all state and federal consumer credit and consumer protection statutes and regulations.

5.07 Fees and Charges. Merchant will pay to Bank or ETS CORPORATION the fees and charges set forth on Schedule A including any additional charges applied to transactions that fail to meet Card Association requirements for the lowest interchange levels. Merchant's Account will be debited through ACH or withheld from daily payments to Merchant for such amounts and for any other fees, charges or adjustments incurred by Merchant and associated with processing services. Bank or ETS CORPORATION may change fees, including adding fees for additional services utilized by Merchant, upon 30 days written notice to Merchant.

- 5.08 **Security Interest.** To secure payment of Merchant's obligations under this Agreement, Merchant grants to Bank and ETS CORPORATION a security interest in all now existing or hereafter acquired: (a) Transactions, Sales Drafts, Credit Vouchers and other items submitted to Bank and ETS CORPORATION for processing by or for Merchant; (b) accounts receivable and payment rights relating to or arising from this Agreement, including all amounts due Merchant (including any rights to receive credits or payments hereunder); (c) accounts (including without limitation all deposit accounts) maintained with the Bank or ETS CORPORATION or any institution other than Bank or ETS CORPORATION, including the Reserve Account, in the name of or for the benefit of, Merchant or any guarantor of Merchant's obligations under this Agreement; (d) deposits, regardless of source, to Merchant's or any guarantor's accounts with Bank or ETS CORPORATION or any institution other than Bank or ETS CORPORATION, including the Reserve Account; (e) all deposits and all other property and funds deposited by Merchant or withheld by Bank or ETS CORPORATION, including funds and property withheld as the result of security monitoring; and (f) proceeds of the foregoing. If Bank or ETS CORPORATION reasonably determines that Merchant has breached any obligation under this Agreement, or that proceeds of Merchant's future card sales are unlikely to cover anticipated Chargebacks, credits, fees and adjustments, as reasonably determined by Bank or ETS CORPORATION (whether because this Agreement has been terminated or for any other reason), Bank or ETS CORPORATION may setoff or otherwise exercise its security interest without notice or demand by immediately withdrawing from or freezing any account or otherwise exercising its rights under this Agreement or those rights available under applicable laws, including the Utah Uniform Commercial Code, or in equity. In addition to the collateral pledged above, Bank or ETS CORPORATION may require Merchant to furnish such other and different security as Bank or ETS CORPORATION deems appropriate in its sole discretion to secure Merchant's obligations under this Agreement. Bank or ETS CORPORATION may fully or partially prohibit withdrawal by Merchant of funds from Merchant's deposit accounts maintained with Bank or ETS CORPORATION or financial institutions other than Bank or ETS CORPORATION, pending Bank's or ETS CORPORATION's determination from time to time to exercise its rights as a secured party against such accounts in partial or full payment of Merchant's obligations to Bank or ETS CORPORATION. Merchant will execute any documents and take any actions required to comply with and perfect any security interest under this paragraph, at Merchant's cost. Merchant represents and warrants that no other party has a security interest or lien in any of the collateral pledged above, and Merchant will obtain Bank's or ETS CORPORATION's written consent before it grants a lien or security interest in that pledged collateral to any other person. Merchant shall not assign to any third party any payments due to it under this Agreement, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at its business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future Transaction receivables to Provider, its affiliated entities and/or any other cash advance funding source that partners with Provider or its affiliated entities, without consent from any Card Network. Notwithstanding the foregoing, Provider prohibits Merchant from selling or assigning future Transaction receivables to any third party without Provider's prior written consent.
- 5.09 **Modifications to Agreement.** This Agreement is subject to amendment to conform with Card Association regulations, as amended from time to time. From time to time Bank and ETS CORPORATION may amend any provision or provisions of this Agreement, including, without limitation, those relating to the discount rate or to other fees and charges payable by Merchant by mailing written notice to Merchant of the amendment at least thirty (30) days prior to the effective date of the amendments, and the amendment will become effective unless Bank or ETS CORPORATION receives Merchant's notice of termination of this Agreement before such effective date. Amendments required due to changes in either Card Association's rules and regulations or any law or judicial decision may become effective on such shorter period of time as Bank may specify if necessary to comply with the applicable rule, regulation, law or decision.
- 5.10 **Warranty Disclaimer.** ETS CORPORATION MAKES NO WARRANTIES REGARDING THE USE, OPERATION OR PERFORMANCE OR NON-PERFORMANCE OF SOFTWARE AND SYSTEMS UTILIZED FOR THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, AND ETS CORPORATION EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.11 **Limitation of Liability.** Bank's and ETS CORPORATION's liability with respect to any Card Transaction may not exceed the amount of the Sales Draft in connection with that Transaction less any applicable fees and charges. Bank and ETS CORPORATION is not liable for any incidental or consequential damages whatsoever. Merchant waives all claims against Bank and ETS CORPORATION for any loss, claim, demand, penalty, action, delay, cost or expense (including reasonable attorneys' fees) of any kind unless Merchant provides written notice to ETS CORPORATION or Bank of the occurrence that gave rise to the alleged liability within 30 days after Merchant knew or should have known of the occurrence. Merchant will indemnify and hold Bank and ETS CORPORATION harmless from any claim relating to any Sales Draft paid for by Bank as may be made by anyone by way of defense, dispute, offset, counterclaim or affirmative action, or for any damages or losses that Bank or ETS CORPORATION may incur as a result of Merchant's breach of this Agreement. Further, Merchant will reimburse Bank or ETS CORPORATION for all expenses and costs, including attorneys' fees, with regard thereto.
- 5.12 **Waiver.** Failure by Bank or ETS CORPORATION to enforce one or more of the provisions of this Agreement will not constitute a waiver of the right to enforce the same or other provision in the future.
- 5.13 **Written Notices.** All written notices and other written communications required or permitted under this Agreement will be deemed delivered immediately when hand-delivered or sent via facsimile and the sender obtains a fax confirmation receipt, and upon mailing when sent first class mail, postage prepaid, addressed as follows:
 (a) ETS CORPORATION, 20135 Lakeview Center Plaza, 4th Floor Ashburn, VA 20147
 (b) Bank: Merrick Bank Corporation, 10705 South Jordan Gateway, Suite 200, South Jordan, UT 84095, Attn: SVP of Merchant Services, Facsimile: (516)576-8741;
 (c) If to Merchant: At the facsimile number or address provided as the billing address and to the contact listed on the Merchant Application.
- 5.14 **Choice of Law; Jurisdiction.** Any claim or cause of action arising out of or relating to this Agreement, whether now in existence or arising in the future, against Merrick Bank must be initiated and maintained exclusively in the state or federal courts located in Salt Lake County, Utah, and shall be governed by Utah law without regard to its conflict-of-law rules. Merchant hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding and acknowledges that it will be subject to the applicable procedural rules of those courts. Any claim or cause of action arising out of or relating to this Agreement, whether now in existence or arising in the future, against ETS CORPORATION must be initiated and maintained exclusively in the state courts located in Loudoun County, Virginia, and shall be governed by Virginia law without regard to its conflict-of-law rules. Merchant hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding and acknowledges that it will be subject to the applicable procedural rules of those courts. Merchant acknowledges that the state courts of Virginia do not provide a class action mechanism. By accepting this agreement and agreeing to litigate all disputes with ETS CORPORATION in the state courts located in Loudoun County, Virginia, Merchant expressly acknowledges that it foregoes the ability to bring a class action against ETS CORPORATION or to participate as a member of a class in an action against ETS CORPORATION heretofore accrued or accruing in the future.
- 5.15 **Entire Agreement; Assignability.** This Agreement expresses the entire understanding of the parties with respect to the subject matter hereof and except as provided herein, may be modified only in writing executed by Bank and ETS CORPORATION and Merchant. This Agreement may not be assigned, directly or by operation of law, without Bank's and ETS CORPORATION's prior written consent. This Agreement will be binding upon and inure to the benefit of the parties' respective heirs, personal representatives, successors and assigns.
- 5.16 **Deposit Account.** Merchant will at all times maintain an Account at a bank that is a member of the Federal Reserve ACH system and will provide Bank and ETS CORPORATION with proper authorization to debit the Account. All credits for collected funds and debits for fees, payments and Chargebacks and other amounts for which Merchant is liable under the terms of this Agreement will be made to the Account. Merchant may not close or change the Account without written notice to Bank and ETS CORPORATION. Merchant will be solely liable for all fees and costs associated with the Account and for all overdrafts. Merchant hereby grants to Bank and ETS CORPORATION a security interest in the Account to the extent of any and all fees, payments and Chargebacks and other amounts due which may arise under this Agreement, and Merchant will execute any document and obtain any consents or waivers from the bank at which the Account is maintained as requested by Bank and ETS CORPORATION to protect its security interests therein.

- 5.17 Credit and Financial Inquiries; Additional Locations; Inspections.** Bank or ETS CORPORATION may make, at any time, any credit inquiries which it may consider necessary to accept or review acceptance of this Agreement or investigate Merchant's deposit or Card acceptance activities subsequent to acceptance of this Agreement. Such inquiries may include, but are not limited to, a credit and/or criminal check of the business including its proprietor, partners, principal owners or shareholders or officers. Upon Bank's or and ETS CORPORATION's request, Merchant will provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements, income tax and business tax returns and other financial information as Bank or ETS CORPORATION may consider necessary to perform initial or periodic reviews of Merchant's financial stability and business practices. Merchant may accept Cards only at locations approved by Bank or ETS CORPORATION. Additional locations may be added, subject to Bank's or ETS CORPORATION's approval. Any party to this Agreement may delete any location by providing notice as provided herein. Merchant will permit Bank or ETS CORPORATION, at any time and from time to time, to inspect locations to confirm that Merchant has or is adhering to the terms of this Agreement and is maintaining the proper facilities, equipment, inventory, records and license or permit (where necessary) to conduct its business. However, nothing in this paragraph may be deemed to waive Merchant's obligation to comply in all respects with the terms of this Agreement. Bank or ETS CORPORATION, its internal and external auditors, and its regulators may audit compliance with this Agreement, compliance with federal and state laws, rules, regulations and guidance applicable to the services, Card acceptance and Transaction processing, and data security provisions, including Card Association compliance. Merchant will make available its records maintained and produced under this Agreement, and Merchant's facilities will be made accessible, upon notice during normal business hours for examination and audit. Nothing in this section may be construed to require Merchant to give access to its facilities, personnel or records in a manner that unreasonably interferes with its business operations. Each party will bear its expenses of any audit.
- 5.18 Marketing of Non-Bankcard Services.** From time to time, Bank may offer to Merchant certain additional products and services which may or may not be related to the processing of credit card Transactions. If such offers are made, Merchant may decline the offers or be deemed to have accepted the offers and be liable for payment therefore.
- 5.19 Force Majeure.** The parties will be released from liability hereunder if they fail to perform any obligation where the failure occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communications failure, sabotage, war, military operation, terrorism, national emergency, mechanical or electronic breakdown, civil commotion or the order, requisition, request or recommendation of any governmental authority, or either party's compliance therewith, or governmental regulation, or priority, or any other similar cause beyond either party's reasonable control.
- 5.20 No Third Party Beneficiary.** No other person or entity may be deemed to be a third party beneficiary of this Agreement.
- 5.21 Severability; Conflict with Network Rules.** If any provision in this Agreement is for any reason held to be invalid or unenforceable, no other provision shall be effected thereby, and this Agreement shall be construed as if the invalid or unenforceable provision had never been a part of it. In the event of a conflict between this Agreement and the Network Rules, the Network Rules shall govern and control.
- 5.22 IRS Reporting Information.** Pursuant to Section 6050W of the Internal Revenue Code, merchant acquiring entities such as Bank and third-party settlement organizations are required to file an information return reflecting all payment card transactions and third-party network transactions occurring in a calendar year. This requirement applies to returns for all calendar years after December 31, 2010 and Merchant will receive a form 1099-K reporting Merchant's gross transaction amounts for each calendar year. In addition, amounts payable under Section 6050W are subject to backup withholding requirements. Merchant acquirers such as Bank, either itself or through third parties, are required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) the payee fails to provide the payee's taxpayer identification number (TIN) to the merchant acquirer, or (b) if the IRS notifies the merchant acquirer that the TIN (when matched with the name) provided by the payee is incorrect. Accordingly, to avoid backup withholding, it is very important that Merchant provides Bank with the correct name and TIN that Merchant uses when filing its income tax return that includes the transactions for Merchant's business. In addition to the fees set forth on the Merchant Application, if Merchant fails to comply with the obligations set forth in this section, Provider may charge Merchant additional amounts determined by Provider and may pass through any additional fines, costs or expenses incurred by Provider.
- 5.23 Confidentiality.** Merchant shall protect all information or other items proprietary to Provider that Merchant obtains knowledge of or access to as a result of Provider's provision of the services pursuant to this Agreement (collectively, "Provider Confidential Information") from unauthorized disclosure, publication, or dissemination with the same standard of care and discretion Merchant uses to protect similar confidential information of Merchant's own, but in no event less than reasonable care. Furthermore, Merchant shall not use, reproduce, distribute, disclose, or otherwise disseminate Provider Confidential Information, except in connection with the performance of Merchant's obligations under this Agreement. The Provider Confidential Information described in the previous sentence, shall include, but not be limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): scientific, technical, or business information, product makeup lists, ideas, concepts, designs, drawings, techniques, plans, calculations, system designs, formulae, algorithms, programs, software (source and object code), hardware, manuals, test procedures and results, identity and description of computerized records, identity and description of suppliers, customer lists, processes, procedures, trade secrets, "know-how," marketing techniques and material, marketing and development plans, price lists, pricing policies, and all other financial information. The obligations of non-disclosure provided hereunder shall continue during the Term and, (i) with respect to Provider Confidential Information that does not constitute a trade secret, for a period of three (3) years thereafter and, (ii) with respect to Provider Confidential Information that rises to the level of a trade secret under applicable Law, for such period of time thereafter as the Provider Confidential Information shall retain its status as a trade secret under applicable law, and no less than three (3) years thereafter.

Terms Below Are Additional Terms Applicable Specifically to American Express Card Acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Network Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to American Express transactions only. Merchant shall be bound by American Express Network Rules, including the Merchant Operating Guide: www.americanexpress.com/merchantopguide.

- A5.24 **Transaction Data**. Merchant authorizes Provider and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.
- A5.25 **Marketing Message Opt-Out**. Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting Provider. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.
- A5.26 **Conversion to American Express Direct Merchant**. Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.
- A5.27 **American Express as Third Party Beneficiary**. Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.
- A5.28 **American Express Opt-Out**. Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Card Networks.
- A5.29 **Refund Policies**. Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
- A5.30 **Establishment Closing**. If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.

CORPORATE RESOLUTION: (Capitalized terms not defined in this Resolution section have the meanings set forth below in the Terms and Conditions section)

I, _____, the duly elected, qualified and acting _____ of _____, a _____ (the "Company"), do hereby certify as follows:
Corporate Secretary** Office Title Legal Corporate Name of Co. Incorporation Status

The following resolutions were duly adopted by the board of directors/managing member(s)/general partners (circle one) of the Company: WHEREAS, the Company desires to enter into a Merchant Agreement (the "Merchant Agreement") with Merrick Bank Corporation, a Utah industrial loan corporation ("Bank") and Electronic Transaction Systems Corporation, a Virginia corporation ("ETS CORPORATION"), a copy of which Merchant Agreement is attached hereto as Exhibit "A"; WHEREAS, pursuant to the terms of the Merchant Agreement, Bank and ETS CORPORATION will provide certain credit card financing and processing for VISA and/or MASTERCARD and/or Discover credit card purchases made by the Company's customers; WHEREAS, pursuant to the terms of the Merchant Agreement, (a) the Company may be required to establish a Reserve Account (as defined in the Merchant Agreement) and (b) Bank may require the Company to execute instruments evidencing Bank's security interest in the Operating Account (as defined in the Merchant Agreement) and Reserve Account; and WHEREAS, pursuant to the terms of the Merchant Agreement, the Company is required to comply with strict requirements concerning the processing of credit card transactions and the sale of the Company's products. NOW, THEREFORE, BE IT RESOLVED, that the Merchant Agreement by and among the Company, Bank and ETS CORPORATION, pursuant to which Bank and ETS CORPORATION will act as the Company's exclusive provider of VISA and/or MASTERCARD and/or Discover credit card financing and processing services, is hereby approved and adopted in the form attached to these resolutions, together with such additions, changes or modifications as may be deemed necessary, advisable or appropriate by the officer(s) executing or causing the same to be completed; and RESOLVED FURTHER, that in connection with the Merchant Agreement, the appropriate officer(s) of the Company is/are hereby authorized to establish (a) an Operating Account into which funds from credit card sales by the Company will be directed, and (b) if necessary, a Reserve Account into which funds from credit card sales by the Company may be directed by Bank in accordance with the provisions of the Merchant Agreement; RESOLVED FURTHER, that the Company hereby grants Bank a security interest in the funds held by the Company in the Operating Account and Reserve Account, and the appropriate officer(s) of the Company is/are hereby authorized to execute all documents reasonably required by Bank to perfect such security interests; RESOLVED FURTHER, that the appropriate officer(s) of the Company is/are hereby authorized to enter into such additional agreements, and take such additional actions as may be reasonably required by Bank or ETS CORPORATION in connection with the Merchant Agreement; and RESOLVED FURTHER, that the Secretary/managing member/general partner (circle one) of the Company is hereby authorized to deliver to Bank and ETS CORPORATION a Certificate (i) identifying the officers of the Company, (ii) verifying the signatures of such officers, and (iii) certifying a copy of these resolutions, and Bank and ETS CORPORATION are hereby authorized to rely on such Certificate until formally advised by a like certificate of any changes therein, and is hereby authorized to rely on any such additional certificates.

2. Each person listed below (an "Officer") (i) holds the office in the Company indicated opposite his or her name on the date hereof, (ii) the signature appearing opposite his or her name is the genuine signature of each such officer, (iii) each such Officer, acting individually, is authorized to execute and deliver the Merchant Agreement and each of the agreements and documents contemplated by the Merchant Agreement (collectively, the "Transaction Documents") on behalf of the Company, and (iv) each such Officer, acting individually, is authorized to perform the Company's obligations under the Transaction Documents on behalf of the Company :

3.	NAME	OFFICER	SIGNATURE
	_____	_____	X _____
	_____	_____	_____

IN WITNESS WHEREOF, I have executed this Certificate this _____ day of _____, 20____.

Sign:

X _____

Name: TITLE: Corporate Secretary** or Print Officer Title



Request for Town Council Action

**Business Tax
Agenda Request
Item:**
Date: 04/03/2018

Subject: Tax Request
Department: General Government
Presented by: Town Manager Michael Scott
Presentation: Business

Issue Statement

The Town Attorney has received two requests to refund taxes of more than \$100, both alleging that the taxes paid for being a member of the Downtown Smithfield Development District is an illegal tax.

Financial Impact

More than \$100

Action Needed

Decide if the tax imposed as part of the Downtown Service District is legal, in the opinion of the Council.

Recommendation

Find that the tax imposed as part of the Downtown Service District is a legal tax.

Approved: ☒ Town Manager ☒ Town Attorney

Attachments:

1. Staff Report
2. Request from Bill Johnson
3. Request from Patrick Yauch
4. Minutes of April 2, 1985
5. Municipal Service District Legislation
6. NCGS 105-381



Staff Report

**Business
Agenda
Item:** **Tax
Request**

Bill Johnson from JoCo Holdings LLC, and Patrick Yauch of Grapes and Grounds, have both provided letters requesting the Town Council refund all their paid taxes to the Downtown Service District alleging the tax is illegal.

Attached is a copy of the April 2, 1985 Smithfield Town Council minutes, approving, by resolution, the establishment of the special tax district in the Smithfield Downtown area. A map is also attached from these minutes, further identifying the parameters of the service district.

The service district was approved following the requirements of NC General Statute, Article 23, at the time. (Copy of 2018, current law is attached.) A copy of the minutes and resolution are included.

According to records from Johnston County Tax Administration, the disputed amount of taxes for each business is less than \$1,000.

N.C.G.S. 105-381 is attached. In part it reads,

“Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct tax liability or notify the taxpayer in writing that no release or refund will be made.”

The statute is attached. The Council is asked to review the information provided and make a determination if the tax imposed for the service district in downtown Smithfield is indeed a legal tax.

JoCo Holdings LLC &
3rd Street Entertainment LLC
Dba The Howell Theatre
Bill Johnson, Partner
141 S Third Street
Smithfield, NC 27577



Johnston County Tax Administrator
Sheila Garner
207 East Johnston St
Smithfield, NC 27577

RE: Illegal Tax Assessment/SMFD DOWNTOWN

January 18, 2018

Ms. Garner,

We have reviewed and paid our tax bill and find that the rate value of .1900 per \$100 value that is collected and paid to a private entity, Downtown Smithfield Development Corporation, herein referred to as "The Corporation", is in fact an illegal tax.

Whereas, a government agency acts as an Agent and Fiduciary for a private corporation is reprehensible and the levy of this tax is illegal.

Whereas, other municipalities fund similar activities through grants and not through the assessment of illegal taxes.

Whereas, this assessment is based solely on the tax value of the building, not the type of business or services provided or a set fee paid equally by all businesses within the area.

Whereas, the Corporation duplicates the same services offered by the local Chamber of Commerce which is a voluntary organization.

Whereas, the Corporation sponsors events on Third Street that are in direct competition with my business and local restaurants on a monthly basis. During these venues, I have customers complain about the noise and requests refunds because it is disturbing our venue.

Whereas, the Corporation invites private entities from outside of the designated Downtown area to act as vendors at certain events. These outside entities are not required to pay the assessed the SMFLD DOWNTOWN tax. If any fee is imposed, it is completely voluntary as they only have to pay if they attend the event, whereas my establishment is a fixed structure and I have no choice in the matter. My direct competition, which is just outside of the designated area is not required to pay this illegal tax.

Whereas, the Corporation has the Town of Smithfield close off the street and access to public parking in front of my business during the functions stated above.

Whereas, the Corporation was established in 1985 and has failed to evolve as the Town and Business needs have changed. The number of retail businesses has been reduced in the designated area since the establishment of the Corporation.

Whereas, the primary services that are provided include posts made the Corporation's Facebook page, often shared posts from our own page.

Whereas, the Corporation claims to assist in grants to help in the improvement of buildings in the downtown area. Such services have been requested but only one meeting has taken place eight months with no plan of services to start the improvements.

Whereas, buildings in the area are dilapidated and not up to code yet the Corporation nor the Town of Smithfield have done nothing to force the owners to improve these locations or keep them up to code. (3rd & 4th St).

Whereas, the Corporation offers no tangible value to the businesses within Downtown Smithfield that they could not get from either government agencies or the Chamber of Commerce.

As per §105-381, JoCo Holdings LLC and 3rd Street Entertainment LLC demands a full refund of any and all payments paid on behalf of the Howell Theatre, related to the SMFLD DOWNTOWN tax assessment due to it being an illegal tax.

§105-381. (a) (1) b. Taxpayer's remedies. (a) Statement of Defense. – Any taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property shall proceed as hereinafter provided. (1) For the purpose of this subsection, a valid defense shall include the following: b. An illegal tax;

Thank you for your time and consideration in this matter and I look forward to your response.

Sincerely,
Bill Johnson

Bill Johnson, Partner
JoCo Holdings LLC &
3rd Street Entertainment LLC
dba The Howell Theatre

CC:
Johnston County Commissioners
Town of Smithfield Town Counsel (Mayor)

Grapes and Grounds, LLC
Patrick Yauch
Owner
Smithfield, NC 27577

Johnston County Tax Administrator
Sheila Garner
207 East Johnston St
Smithfield, NC 27577

RE: Illegal Tax Assessment/SMFD DOWNTOWN

March 12, 2018

Ms. Garner,

We have reviewed our tax bill and find that the rate value of .1900 per \$100 value that is collected and paid to a private entity, Downtown Smithfield Development Corporation, hereafter known as DSDC do not believe that this is a legal tax for the following reasons.

1. The geographic territory of the DSDC only encompasses a portion of downtown. These are imaginary boundaries that were drawn by DSDC. My building is being penalized by being inside this imaginary area.
2. I have reviewed their latest "scope of work" which was written in 2001. This is 16 years old and I question what value this has if any at all.
3. There has been no real development of the downtown area in several years (net new business).
4. Those that are affected by this "tax" have no input as to how the funds are spent.
5. There are no benefits to this business that can not be realized without the help of the DSDC.
6. I have been told that there are over 150 businesses that are within their jurisdiction. Yet it appears that there are only 8-10 that get social media exposure.
7. The "board" is self appointed and not part of an electoral process. This does not allow for any input from those that are charged this "tax"
8. How does the property value relate to the benefit of the DSDC? Do we get more benefits?

Therefore, we are requesting a refund of any "property tax" related to and assessed since 2015 by SMFLD DOWNTOWN.

We are also requesting to be exempt from all future taxes assessed by the DSDC.

§105-381. (a) (1) b. Taxpayer's remedies. (a) Statement of Defense. – Any taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property shall proceed as hereinafter provided. (1) For the purpose of this subsection, a valid defense shall include the following: b. An illegal tax;

Sincerely,

Patrick Yauch
Grapes and Grounds, LLC.
135 S. 3rd Street
Smithfield, NC 27577



The Smithfield Board of Commissioners met in regular session on Tuesday, April 2, 1985 at 7:30 PM in the Council Room of the Municipal Building. Mayor Kenneth Baker presided. Present were Commissioners:

Robert E. Bell	Norman Johnson
Thomas Berkau	Don Westbrook
W.R. Broadwell, Jr.	Norwood Worley
N.B. Grantham, Jr.	

Town Manager Tony Robertson, Attorney R.A. Spence, Sr. and Finance Director Robert E. Plowman were present.

The invocation was made by the Rev. Lee Colbert, Interim Pastor of First Baptist Church.

There being no corrections or additions, minutes of March 5 and 12 were approved. Commissioner Bell noted that minutes of March 19 should have referred to the fact that the 1984-85 budget was amended to transfer \$2000. from contingency to contribution to the Ham and Yam Festival. Minutes of March 19 were then approved as amended.

New Business

Item 1a- Public Hearing on Feasibility of Establishment of a Special Tax District in Downtown Area

Foster Paulette, Director of Downtown Development presented Susan Lassiter, President of the Development Corporation who, in turn presented the members of the Downtown Development Corporation present. Mrs. Lassiter traced the progress made by the Development Corporation in the last two years and requested that the Town Board establish a municipal services district for downtown revitalization. She noted that the area encompasses 14 residences and that 13 of the home owners request to be excluded from the service tax. To exclude the residences would reduce the tax revenue by \$500. or less that 2% it was said. Mayor Baker asked for comment from the approximately 80 persons present for the hearing. Speaking in favor of the special tax district were: Mokie Stancil and Tom Broughton of Industrial Development, Elaine Parrish, Bud Andrews, Jimmy Creech, Dr. Ed Hartman, Phil Taylor, Jim White, Nancy and Andy Jones, Tom Moore, Paul Embler, Carroll Stephenson and Jimmy Green.

Yates Dobson spoke against the tax district. Doris Parrish expressed opposition to having her residence included.

Foster Paulette summed up the presentation. He said that of 200 property owners in the area 140 have signed a petition asking Town Board to establish a municipal service district for downtown revitalization. He reiterated that the residents in the area are excluded. He said the signatures represent 81% of the property value in the district. Reminding that the downtown merchants will be paying for half of the improvement he asked the Board to approve the resolution establishing a tax district.

A show of hands revealed that 68 persons present were in favor of the tax district, 12 opposed. Mayor Baker then invited the Town Board members to comment.

Commissioner Berkau said he feels the future of downtown Smithfield and the community rides on this service district. He noted that if the Town finds the service district is not working the Board has the right to discontinue it. He then moved the adoption of the resolution establishing the service district which excludes residential property in the area with the exception of the Jim White residential property which Mr. White has said he wants to remain a part of the tax district. Commissioner Westbrook seconded, noting that he thinks the whole town will benefit.

In the discussion which followed, Commissioner Broadwell asked where the money will come from since it appears Revenue Sharing funds will be discontinued.

Commissioner Bell said that 18 property owners in the area had told him they were opposed to a special tax on this property.

Commissioner Worley said he was opposed to the Town's matching of funds for the revitalization. He said he thought the 20¢ per hundred special tax should be raised to 40¢. He said that he owns a business and a building in the area and that he favors letting the merchants fund the whole project.

Commissioner Grantham said he initially had reservations about the establishment of a tax district but he noted that the Board can dissolve the district if it proves not to be productive. He further noted that adoption of the resolution does not commit the Town Board to provide funding.

Commissioner Johnson commended Mr. Paulette and his Board of Directors and said he considers their plan a good one. When the vote was cast Mr. Berkau's motion carried five to two. Commissioners Berkau, Broadwell, Grantham, Johnson and Westbrook voted aye. Commissioners Bell and Worley voted no. (See pages 2061 and 2062 for resolution)

Item 1b- Public Hearing on Community Development Block Grant Application

CD Director Roy Coates outlined application for \$610,000. in federal funds for re-habilitation of 34 dwellings and for drainage improvements on Martin, Broadway and Ward Streets, Second Avenue and Brogden Road.

On motion by Commissioner Grantham, seconded by Commissioner Worley the Board adopted resolution authorizing application for CDBG funds from the NC Department of Natural Resources and Community Development.

RESOLUTION

RESOLUTION AUTHORIZING APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM NORTH CAROLINA DEPARTMENT OF NATURAL RESOURCES AND COMMUNITY DEVELOPMENT

WHEREAS, the Town of Smithfield has embarked upon a plan of Community Development that would erase blighted conditions in certain areas of Smithfield; and

WHEREAS, the Community Development Plan is presently being implemented in the Woodall Heights-Sandy Run neighborhood; and

WHEREAS, it is recognized by the governing body of the Town of Smithfield that housing conditions and community facilities in other areas of Smithfield should be improved; and

WHEREAS, it is the desire of the governing body of the Town of Smithfield to accomplish the redevelopment of all blighted areas of Smithfield as expeditiously as is financially feasible:

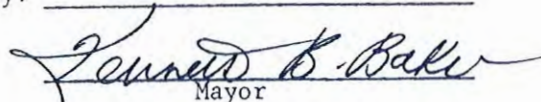
NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Smithfield as follows:

1. That the Mayor of the Town of Smithfield be authorized to sign and submit to the North Carolina Department of Natural Resources and Community Development an application for Community Development Block Grant funds.
2. That the Mayor of the Town of Smithfield is hereby designated the official representative of the Town of Smithfield, authorized to act in connection with the application and to provide such additional information as may be required.

This the 2nd day of April 1985.

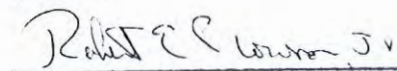
Moved by: Commissioner Norman Grantham, Jr.

Seconded by: Commissioner Norwood Worley


Mayor

(Seal)

Attest:


Robert E. Plowman, Jr., Town Clerk

RESOLUTION

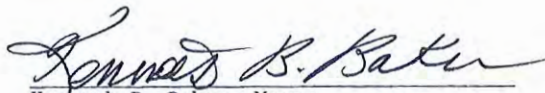
WHEREAS, the Smithfield Board of Commissioners finds that the downtown area of Smithfield requires services, facilities, and functions in addition to those financed and provided for the entire town; and

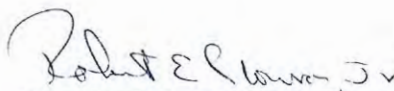
WHEREAS, notification of the proposal of a municipal service district for downtown Smithfield has been duly given and public comment duly received;

THEREFORE, BE IT RESOLVED that the Smithfield Board of Commissioners defines and establishes a municipal service district for downtown revitalization within the boundaries shown on the accompanying map, as permitted by N.C.G.S. Article 23; and

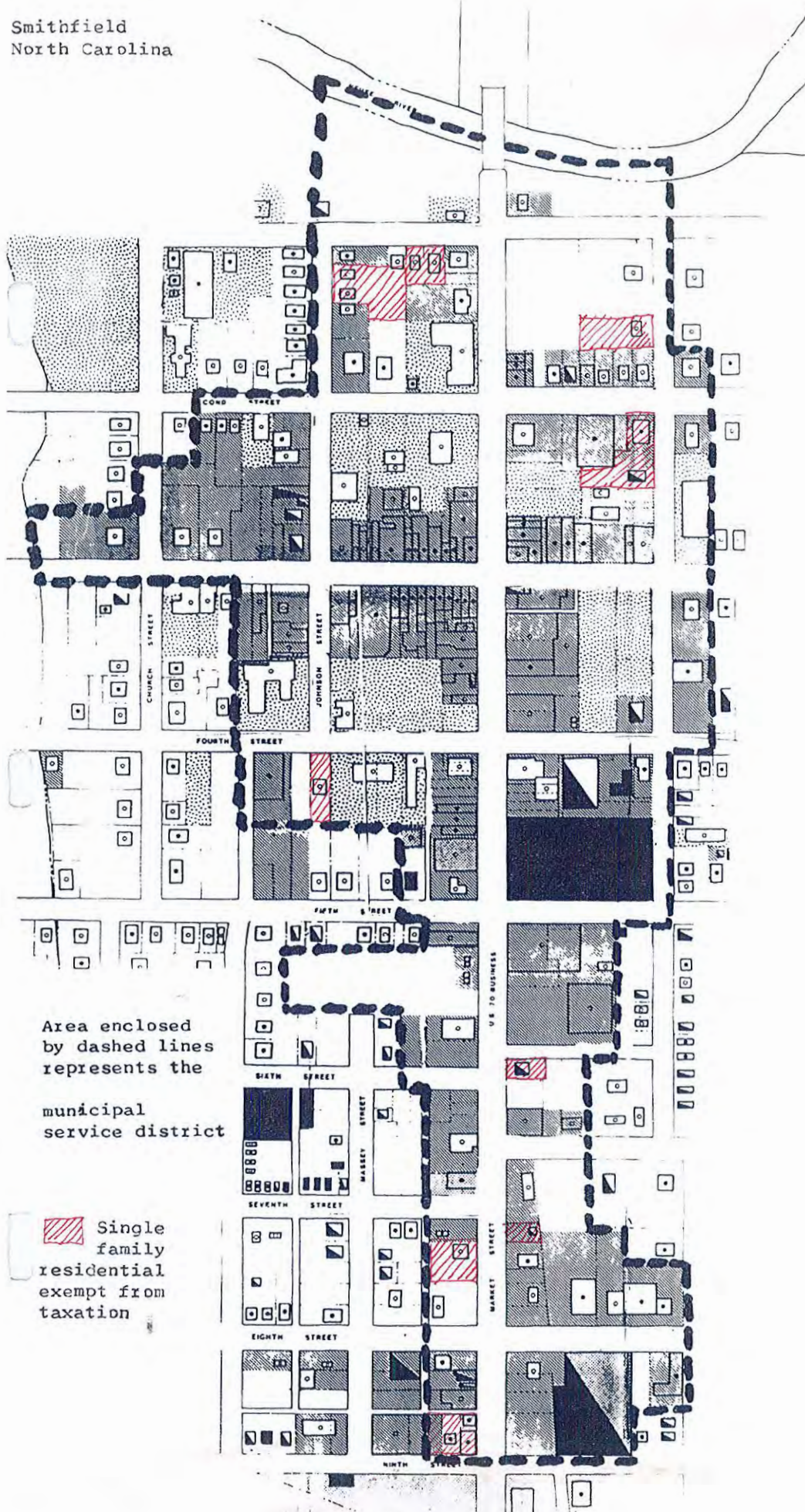
BE IT FURTHER RESOLVED, that a tax levy of \$0.20 per \$100.00 value of property subject to tax be assessed against all real and personal property within said district excluding single family residential uses, to be paid in addition to taxes assessed against the entire town; and

BE IT FURTHER RESOLVED, that the Downtown Smithfield Development Corporation be appointed agent of the Town of Smithfield to administer and execute the projects and activities within said municipal service district.


Kenneth B. Baker, Mayor


Robert E. Plowman, Jr., Town Clerk

Smithfield
North Carolina



Article 23.

Municipal Service Districts.

§ 160A-535. Title; effective date.

This Article may be cited as "The Municipal Service District Act of 1973," and is enacted pursuant to Article V, Sec. 2(4) of the Constitution of North Carolina, effective July 1, 1973. (1973, c. 655, s. 1.)

§ 160A-536. Purposes for which districts may be established.

(a) Purposes. - The city council of any city may define any number of service districts in order to finance, provide, or maintain for the districts one or more of the following services, facilities, or functions in addition to or to a greater extent than those financed, provided or maintained for the entire city:

- (1) Beach erosion control and flood and hurricane protection works.
- (1a) **(For applicability see note)** Any service, facility, or function which the municipality may by law provide in the city, and including but not limited to placement of utility wiring underground, placement of period street lighting, placement of specially designed street signs and street furniture, landscaping, specialized street and sidewalk paving, and other appropriate improvements to the rights-of-way that generally preserve the character of an historic district; provided that this subdivision only applies to a service district which, at the time of its creation, had the same boundaries as an historic district created under Part 3A of Article 19 of this Chapter.
- (2) Downtown revitalization projects.
- (2a) Urban area revitalization projects.
- (2b) Transit-oriented development projects.
- (3) Drainage projects.
- (3a) Sewage collection and disposal systems of all types, including septic tank systems or other on-site collection or disposal facilities or systems.
- (3b) **(For applicability see note)** Lighting at interstate highway interchange ramps.
- (4) Off-street parking facilities.
- (5) Watershed improvement projects, including but not limited to watershed improvement projects as defined in General Statutes Chapter 139; drainage projects, including but not limited to the drainage projects provided for by General Statutes Chapter 156; and water resources development projects, including but not limited to the federal water resources development projects provided for by General Statutes Chapter 143, Article 21.
- (6) Conversion of private residential streets to public streets as provided in subsection (e) of this section.

(b) Downtown Revitalization Defined. - As used in this section "downtown revitalization projects" are improvements, services, functions, promotions, and developmental activities intended to further the public health, safety, welfare, convenience, and economic well-being of the central city or downtown area. Exercise of the authority granted by this Article to undertake downtown revitalization projects financed by a service district do not prejudice a city's authority to undertake urban renewal projects in the same area. Examples of downtown revitalization projects include by way of illustration but not limitation all of the following:

- (1) Improvements to water mains, sanitary sewer mains, storm sewer mains, electric power distribution lines, gas mains, street lighting, streets and sidewalks, including rights-of-way and easements.
- (2) Construction of pedestrian malls, bicycle paths, overhead pedestrian walkways, sidewalk canopies, and parking facilities both on-street and off-street.
- (3) Construction of public buildings, restrooms, docks, visitor centers, and tourism facilities.
- (4) Improvements to relieve traffic congestion in the central city and improve pedestrian and vehicular access to it.
- (5) Improvements to reduce the incidence of crime in the central city.
- (6) Providing city services or functions in addition to or to a greater extent than those provided or maintained for the entire city.
- (7) Sponsoring festivals and markets in the downtown area, promoting business investment in the downtown area, helping to coordinate public and private actions in the downtown area, and

developing and issuing publications on the downtown area.

(c) Urban Area Revitalization Defined. - As used in this section, the term "urban area revitalization projects" includes the provision within an urban area of any service or facility that may be provided in a downtown area as a downtown revitalization project under subdivision (a)(2) and subsection (b) of this section. As used in this section, the term "urban area" means an area that (i) is located within a city and (ii) meets one or more of the following conditions:

- (1) It is the central business district of the city.
- (2) It consists primarily of existing or redeveloping concentrations of industrial, retail, wholesale, office, or significant employment-generating uses, or any combination of these uses.
- (3) It is located in or along a major transportation corridor and does not include any residential parcels that are not, at their closest point, within 150 feet of the major transportation corridor right-of-way or any nonresidentially zoned parcels that are not, at their closest point, within 1,500 feet of the major transportation corridor right-of-way.
- (4) It has as its center and focus a major concentration of public or institutional uses, such as airports, seaports, colleges or universities, hospitals and health care facilities, or governmental facilities.

(cl) Transit-Oriented Development Defined. - As used in this section, the term "transit-oriented development" includes the provision within a public transit area of any service or facility listed in this subsection. A public transit area is an area within a one-fourth mile radius of any passenger stop or station located on a mass transit line. A mass transit line is a rail line along which a public transportation service operates or a busway or guideway dedicated to public transportation service. A busway is not a mass transit line if a majority of its length is also generally open to passenger cars and other private vehicles more than two days a week.

The following services and facilities are included in the definition of "transit-oriented development" if they are provided within a transit area:

- (1) Any service or facility that may be provided in a downtown area as a downtown revitalization project under subdivision (a)(2) and subsection (b) of this section.
- (2) Passenger stops and stations on a mass transit line.
- (3) Parking facilities and structures associated with passenger stops and stations on a mass transit line.
- (4) Any other service or facility, whether public or public-private, that the city may by law provide or participate in within the city, including retail, residential, and commercial facilities.

(d) Contracts. - A city may provide services, facilities, functions, or promotional and developmental activities in a service district with its own forces, through a contract with another governmental agency, through a contract with a private agency, or by any combination thereof. Any contracts entered into pursuant to this subsection shall comply with all of the following criteria:

- (1) The contract shall specify the purposes for which city moneys are to be used for that service district.
- (2) The contract shall require an appropriate accounting for those moneys at the end of each fiscal year or other appropriate period. The appropriate accounting shall include the name, location, purpose, and amount paid to any person or persons with whom the private agency contracted to perform or complete any purpose for which the city moneys were used for that service district.

(dl) In addition to the requirements of subsection (d) of this section, if the city enters into a contract with a private agency for a service district under subdivision (a)(1a), (2), or (2a) of this section, the city shall comply with all of the following:

- (1) The city shall solicit input from the residents and property owners as to the needs of the service district prior to entering into the contract.
- (2) Prior to entering into, or the renewal of, any contract under this section, the city shall use a bid process to determine which private agency is best suited to achieve the needs of the service district. The city shall determine criteria for selection of the private agency and shall select a private agency in accordance with those criteria. If the city determines that a multiyear contract with a private agency is in the best interest of the city and the service district, the city may enter into a multiyear contract not to exceed five years in length.

- (3) The city shall hold a public hearing prior to entering into the contract, which shall be noticed by publication in a newspaper of general circulation, for at least two successive weeks prior to the public hearing, in the service district.
- (4) The city shall require the private agency to report annually to the city, by presentation in a city council meeting and in written report, regarding the needs of the service district, completed projects, and pending projects. Prior to the annual report, the private agency shall seek input of the property owners and residents of the service district regarding needs for the upcoming year.
- (5) The contract shall specify the scope of services to be provided by the private agency. Any changes to the scope of services shall be approved by the city council.

(e) **Converting Private Residential Streets to Public Streets.** - A city may establish a municipal service district for the purpose of converting private residential streets to public streets if the conditions of this subsection are met. The property tax levied in a municipal service district created for this purpose may be used only to pay the costs related to the transfer of ownership of the streets, evaluation of the condition of the private streets, and the design and construction costs related to improving the private streets to meet public street standards as approved by the governing board. Notwithstanding G.S. 160A-542, the property tax rate in a district created for this purpose may not be in excess of thirty percent (30%) of the ad valorem tax rate in effect in the city in the fiscal year prior to the establishment of the district. After the private streets have been upgraded to meet public street standards and all costs have been recovered from the tax in the district, no further tax may be levied in the district, and the city council must abolish the municipal service district as provided by G.S. 160A-541.

Notwithstanding G.S. 160A-299, if a city abandons the streets and associated rights-of-way acquired pursuant to this subsection, the street-related common elements must be returned to the owners' association from which the city acquired them in a manner that makes the owners' association's holdings in common elements as they were prior to the establishment of the municipal service district.

For a city to create a municipal service district for the purpose of converting private residential streets to public streets, all of the following conditions must be met:

- (1) The private residential road must be nongated.
- (2) The city must receive a petition signed by at least sixty percent (60%) of the lot owners of the owners' association requesting the city to establish a municipal service district for the purpose of paying the costs related to converting private residential streets to public streets. The executive board of an owners' association for which the city has received a petition under this subsection may transfer street-related common elements to the city, notwithstanding the provisions of either the North Carolina Planned Community Act in Chapter 47F of the General Statutes or the North Carolina Condominium Act in Chapter 47C of the General Statutes, or related articles of declaration, deed covenants, or any other similar document recorded with the Register of Deeds.
- (3) The city must agree to accept the converted streets for perpetual public maintenance.
- (4) The city must meet one of the following requirements:
 - a. Located primarily in a county that has a population of 750,000 or more according to the most recent decennial federal census, and also located in an adjacent county with a population of 250,000 or more according to the most recent decennial federal census.
 - b. Located primarily in a county with a population of 250,000 or more according to the most recent decennial federal census, and also located in an adjacent county with a population of 750,000 or more according to the most recent decennial federal census. (1973, c. 655, s. 1; 1977, c. 775, ss. 1, 2; 1979, c. 595, s. 2; 1985, c. 580; 1987, c. 621, s. 1; 1999-224, s. 1; 1999-388, s. 1; 2004-151, s. 1; 2004-203, s. 5(m); 2009-385, s. 1; 2011-72, ss. 1, 2; 2011-322, s. 1; 2012-79, s. 1.11; 2015-241, s. 15.16B(a); 2016-8, s. 1.)

§ 160A-537. Definition of service districts.

(a) **Standards.** - The city council of any city may by ordinance define a service district upon finding that a proposed district is in need of one or more of the services, facilities, or functions listed in G.S. 160A-536 to a demonstrably greater extent than the remainder of the city.

(a1) **Petition to Define District.** - The city council may also by ordinance define a service district if a petition submitted by a majority of the owners of real property in a defined area of the city establishes that the area is in need of one or more of the services, facilities, or functions listed in G.S. 160A-536 to a demonstrably greater extent than the remainder of the city. The petition shall contain the names, addresses, and signatures of the real property owners within the proposed district, describe the proposed district boundaries, and state in detail the services, facilities, or functions listed in G.S. 160A-536 which would serve as the basis for establishing the proposed district. The city council may establish a policy to hear all petitions submitted under this subsection at regular intervals, but no less than once per year.

(b) **Report.** - Before the public hearing required by subsection (c), the city council shall cause to be prepared a report containing:

- (1) A map of the proposed district, showing its proposed boundaries;
- (2) A statement showing that the proposed district meets the standards set out in subsection (a); and
- (3) A plan for providing in the district one or more of the services listed in G.S. 160A-536.

The report shall be available for public inspection in the office of the city clerk for at least four weeks before the date of the public hearing.

(c) **Hearing and Notice.** - The city council shall hold a public hearing before adopting any ordinance defining a new service district under this section. Notice of the hearing shall state the date, hour, and place of the hearing and its subject, and shall include a map of the proposed district and a statement that the report required by subsection (b) is available for public inspection in the office of the city clerk. The notice shall be published at least once not less than one week before the date of the hearing. In addition, it shall be mailed at least four weeks before the date of the hearing by any class of U.S. mail which is fully prepaid to the owners as shown by the county tax records as of the preceding January 1 (and at the address shown thereon) of all property located within the proposed district. The person designated by the council to mail the notice shall certify to the council that the mailing has been completed and his certificate is conclusive in the absence of fraud.

(c1) **Exclusion From District.** - An owner of a tract or parcel of land located within the proposed district may, at the public hearing or no later than five days after the date of the public hearing required by subsection (c) of this section, submit a written request to the city council for the exclusion of the tract or parcel from the proposed district. The owner shall specify the tract or parcel, state with particularity the reasons why the tract or parcel is not in need of the services, facilities, or functions of the proposed district to a demonstrably greater extent than the remainder of the city, and provide any other additional information the owner deems relevant. If the city council finds that the tract or parcel is not in need of the services, facilities, or functions of the proposed district to a demonstrably greater extent than the remainder of the city, the city council may exclude the tract or parcel from the proposed district.

(d) **Effective Date.** - Except as otherwise provided in this subsection, the ordinance defining a service district shall take effect at the beginning of a fiscal year commencing after its passage, as determined by the city council. If the governing body in the ordinance states that general obligation bonds or special obligation bonds are anticipated to be authorized for the project, it may make the ordinance effective immediately upon its adoption or as otherwise provided in the ordinance. However, no ad valorem tax may be levied for a partial fiscal year.

(e) Repealed by Session Laws 2016-8, s. 2, effective June 1, 2016.

(f) **Passage of Ordinance.** - No ordinance defining a service district as provided for in this section shall be finally adopted until it has been passed at two meetings of the city council by majority vote of the voting members present, and no service district shall be defined except by ordinance. (1973, c. 655, s. 1; 1981, c. 53, s. 1; c. 733, s. 1; 2006-162, s. 25; 2012-156, s. 4; 2016-8, s. 2.)

§ 160A-538. Extension of service districts.

(a) **Standards.** - The city council may by ordinance annex territory to any service district upon finding that:

- (1) The area to be annexed is contiguous to the district, with at least one eighth of the area's aggregate external boundary coincident with the existing boundary of the district;
- (2) That the area to be annexed requires the services of the district.

(b) **Annexation by Petition.** - The city council may also by ordinance extend by annexation the boundaries of any service district when one hundred percent (100%) of the real property owners of the area to be

annexed have petitioned the council for annexation to the service district.

(c) Report. - Before the public hearing required by subsection (d), the council shall cause to be prepared a report containing:

- (1) A map of the service district and the adjacent territory, showing the present and proposed boundaries of the district;
- (2) A statement showing that the area to be annexed meets the standards and requirements of subsections (a) or (b); and
- (3) A plan for extending services to the area to be annexed.

The report shall be available for public inspection in the office of the city clerk for at least two weeks before the date of the public hearing.

(d) Hearing and Notice. - The council shall hold a public hearing before adopting any ordinance extending the boundaries of a service district. Notice of the hearing shall state the date, hour and place of the hearing and its subject, and shall include a statement that the report required by subsection (c) is available for inspection in the office of the city clerk. The notice shall be published at least once not less than one week before the date of the hearing. In addition, the notice shall be mailed at least four weeks before the date of the hearing to the owners as shown by the county tax records as of the preceding January 1 of all property located within the area to be annexed. The notice may be mailed by any class of U.S. mail which is fully prepaid. The person designated by the council to mail the notice shall certify to the council that the mailing has been completed, and his certificate shall be conclusive in the absence of fraud.

(e) Effective Date. - The ordinance extending the boundaries of the district shall take effect at the beginning of a fiscal year commencing after its passage, as determined by the council.

(e1) Passage of Ordinance. - No ordinance annexing territory to a service district as provided for in this section shall be finally adopted until it has been passed at two meetings of the city council by majority vote of the voting members present, and no territory shall be annexed to a service district except by ordinance.

(f) Historic District Boundaries Extension. - A service district which at the time of its creation had the same boundaries as an historic district created under Part 3A of Article 19 of this Chapter may only have its boundaries extended to include territory which has been added to the historic district. (1973, c. 655, s. 1; 1981, c. 53, s. 2; 1987, c. 621, s. 2; 2016-8, s. 3.)

§ 160A-538.1. Reduction of service districts.

(a) Reduction by City Council. - Upon finding that there is no longer a need to include within a particular service district any certain tract or parcel of land, the city council may by ordinance redefine a service district by removing therefrom any tract or parcel of land which it has determined need no longer be included in said district. The city council shall hold a public hearing before adopting an ordinance removing any tract or parcel of land from a district. Notice of the hearing shall state the date, hour and place of the hearing, and its subject, and shall be published at least once not less than one week before the date of the hearing.

(a1) Request for Reduction by Owner. - A property owner may submit a written request to the city council to remove the owner's tract or parcel of land from a service district. The owner shall specify the tract or parcel, state with particularity the reasons why the tract or parcel is not in need of the services, facilities, or functions of the proposed district to a demonstrably greater extent than the remainder of the city, and provide any other additional information the owner deems relevant. Upon receipt of the request, the city council shall hold a public hearing as required by subsection (a) of this section. If the city council finds that the tract or parcel is not in need of the services, facilities, or functions of the district to a demonstrably greater extent than the remainder of the city, the city council may, by ordinance, redefine the service district by removing therefrom the tract or parcel.

(b) Effective Date. - The removal of any tract or parcel of land from any service district shall take effect at the end of a fiscal year following passage of the ordinance, as determined by the city council.

(b1) Passage of Ordinance. - No ordinance reducing a service district as provided for in this section shall be finally adopted until it has been passed at two meetings of the city council by majority vote of the voting members present, and no service district shall be reduced except by ordinance.

(c) Historic District Boundaries Reduction. - A service district which at the time of its creation had the same boundaries as an historic district created under Part 3A of Article 19 of this Chapter may only have its boundaries reduced to exclude territory which has been removed from the historic district. (1977, c. 775, s. 3; 1987, c. 621, s. 3; 2016-8, s. 4.)

§ 160A-539. Consolidation of service districts.

- (a) The city council may by ordinance consolidate two or more service districts upon finding that:
- (1) The districts are contiguous or are in a continuous boundary; and
 - (2) The services provided in each of the districts are substantially the same; or
 - (3) If the services provided are lower for one of the districts, there is a need to increase those services for that district to the level of that enjoyed by the other districts.
- (b) Report. - Before the public hearing required by subsection (c), the city council shall cause to be prepared a report containing:
- (1) A map of the districts to be consolidated;
 - (2) A statement showing the proposed consolidation meets the standards of subsection (a); and
 - (3) If necessary, a plan for increasing the services for one or more of the districts so that they are substantially the same throughout the consolidated district.

The report shall be available in the office of the city clerk for at least two weeks before the public hearing.

(c) Hearing and Notice. - The city council shall hold a public hearing before adopting any ordinance consolidating service districts. Notice of the hearing shall state the date, hour, and place of the hearing and its subject, and shall include a statement that the report required by subsection (b) is available for inspection in the office of the city clerk. The notice shall be published at least once not less than one week before the date of the hearing. In addition, the notice shall be mailed at least four weeks before the hearing to the owners as shown by the county tax records as of the preceding January 1 of all property located within the consolidated district. The notice may be mailed by any class of U.S. mail which is fully prepaid. The person designated by the council to mail the notice shall certify to the council that the mailing has been completed, and his certificate shall be conclusive in the absence of fraud.

(d) Effective Date. - The consolidation of service districts shall take effect at the beginning of a fiscal year commencing after passage of the ordinance of consolidation, as determined by the council.

(e) Passage of Ordinance. - No ordinance consolidating two or more service districts as provided for in subsection (a) of this section shall be finally adopted until it has been passed at two meetings of the city council by majority vote of the voting members present, and no service districts shall be consolidated except by ordinance. (1973, c. 655, s. 1; 1981, c. 53, s. 2; 2016-8, s. 5.)

§ 160A-540. Required provision or maintenance of services.

(a) New District. - When a city defines a new service district, it shall provide, maintain, or let contracts for the services for which the residents of the district are being taxed within a reasonable time, not to exceed one year, after the effective date of the definition of the district.

(b) Extended District. - When a city annexes territory for a service district, it shall provide, maintain, or let contracts for the services provided or maintained throughout the district to the residents of the area annexed to the district within a reasonable time, not to exceed one year, after the effective date of the annexation.

(c) Consolidated District. - When a city consolidates two or more service districts, one of which has had provided or maintained a lower level of services, it shall increase the services within that district (or let contracts therefor) to a level comparable to those provided or maintained elsewhere in the consolidated district within a reasonable time, not to exceed one year, after the effective date of the consolidation. (1973, c. 655, s. 1.)

§ 160A-541. Abolition of service districts.

Upon finding that there is no longer a need for a particular service district, the city council may by ordinance abolish that district. The council shall hold a public hearing before adopting an ordinance abolishing a district. Notice of the hearing shall state the date, hour and place of the hearing, and its subject, and shall be published at least once not less than one week before the date of the hearing. The abolition of any service district shall take effect at the end of a fiscal year following passage of the ordinance, as determined by the council. (1973, c. 655, s. 1; 2016-8, s. 6.)

§ 160A-542. Taxes authorized; rate limitation.

(a) A city may levy property taxes within defined service districts in addition to those levied throughout the city, in order to finance, provide or maintain for the district services provided therein in addition to or to a

greater extent than those financed, provided or maintained for the entire city. In addition, a city may allocate to a service district any other revenues whose use is not otherwise restricted by law.

(b) Property subject to taxation in a newly established district or in an area annexed to an existing district is that subject to taxation by the city as of the preceding January 1.

(c) Property taxes may not be levied within any district established pursuant to this Article in excess of a rate on each one hundred dollar (\$100.00) value of property subject to taxation which, when added to the rate levied city wide for purposes subject to the rate limitation, would exceed the rate limitation established in G.S. 160A-209(d), unless that portion of the rate in excess of this limitation is submitted to and approved by a majority of the qualified voters residing within the district. Any referendum held pursuant to this subsection shall be held and conducted as provided in G.S. 160A-209.

(d) In setting the tax rate, the city council shall consider the current needs, as well as the long-range plans and goals for the service district. The city council shall set the tax rate so that there is no accumulation of excess funds beyond that necessary to meet current needs, fund long-range plans and goals, and maintain a reasonable fund balance. Moneys collected shall be used only for meeting the needs of the service district, as those needs are determined by the city council.

(e) This Article does not impair the authority of a city to levy special assessments pursuant to Article 10 of this Chapter for works authorized by G.S. 160A-491, and may be used in addition to that authority. (1973, c. 655, s. 1; 2015-241, s. 15.16B(b).)

§ 160A-543. Bonds authorized.

A city may incur debt under general law to finance services, facilities or functions provided within a service district. If a proposed general obligation bond issue is required by law to be submitted to and approved by the voters of the city, and if the proceeds of the proposed bond issue are to be used in connection with a service that is or, if the bond issue is approved, will be provided only for one or more service districts or at a higher level in service districts than city wide, the proposed bond issue must be approved concurrently by a majority of those voting throughout the entire city and by a majority of the total of those voting in all of the affected or to be affected service districts. (1973, c. 655, s. 1; 2004-151, s. 4.)

§ 160A-544. Exclusion of personal property of public service corporations.

There shall be excluded from any service district and the provisions of this Article shall not apply to the personal property of any public service corporation as defined in G.S. 160A-243(c); provided that this section shall not apply to any service district in existence on January 1, 1977. (1977, c. 775, s. 4.)

§§ 160A-545 through 160A-549. Reserved for future codification purposes.

§ 105-381. Taxpayer's remedies.

(a) Statement of Defense. – Any taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property shall proceed as hereinafter provided.

- (1) For the purpose of this subsection, a valid defense shall include the following:
 - a. A tax imposed through clerical error;
 - b. An illegal tax;
 - c. A tax levied for an illegal purpose.
- (2) If a tax has not been paid, the taxpayer may make a demand for the release of the tax claim by submitting to the governing body of the taxing unit a written statement of his defense to payment or enforcement of the tax and a request for release of the tax at any time prior to payment of the tax.
- (3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

(b) Action of Governing Body. – Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct tax liability or notify the taxpayer in writing that no release or refund will be made. The governing body may, by resolution, delegate its authority to determine requests for a release or refund of tax of less than one hundred dollars (\$100.00) to the finance officer, manager, or attorney of the taxing unit. A finance officer, manager, or attorney to whom this authority is delegated shall monthly report to the governing body the actions taken by him on requests for release or refund. All actions taken by the governing body or finance officer, manager, or attorney on requests for release or refund shall be recorded in the minutes of the governing body. If a release is granted or refund made, the tax collector shall be credited with the amount released or refunded in his annual settlement.

(c) Suit for Recovery of Property Taxes. –

- (1) Request for Release before Payment. – If within 90 days after receiving a taxpayer's request for release of an unpaid tax claim under (a) above, the governing body of the taxing unit has failed to grant the release, has notified the taxpayer that no release will be granted, or has taken no action on the request, the taxpayer shall pay the tax. He may then within three years from the date of payment bring a civil action against the taxing unit for the amount claimed.
- (2) Request for Refund. – If within 90 days after receiving a taxpayer's request for refund under (a) above, the governing body has failed to refund the full amount requested by the taxpayer, has notified the taxpayer that no refund will be made, or has taken no action on the request, the taxpayer may bring a civil action against the taxing unit for the amount claimed. Such action may be brought at any time within three years from the expiration of the period in which the governing body is required to act.

(d) Civil Actions. – Civil actions brought pursuant to subsection (c) above shall be brought in the appropriate division of the general court of justice of the county in which the taxing unit is located. If, upon the trial, it is determined that the tax or any part of it was illegal or levied for an illegal purpose, or excessive as the result of a clerical error, judgment shall be

rendered therefor with interest thereon at six percent (6%) per annum, plus costs, and the judgment shall be collected as in other civil actions. (1901, c. 558, s. 30; Rev., s. 2855; C. S., s. 7979; 1971, c. 806, s. 1; 1973, c. 564, s. 3; 1977, c. 946, s. 2; 1985, c. 150, s. 1; 1987, c. 127.)



Request for Town Council Action

**Business
Agenda
Item:** Two-Hour
Parking
Date: 04/03/2018

Subject: Two Hour Parking Change Request
Department: General Government
Presented by: Town Manager Michael Scott
Presentation: Business

Issue Statement

Downtown Smithfield Development Corporation (DSDC) is requesting the Council eliminate the two-hour parking restriction currently in place in the 300 block of Johnston Street.

Financial Impact

None

Action Needed

Approve the recommendation of DSDC

Recommendation

Follow the recommendation of DSDC.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Request from DSDC
3. Two-Hour Parking Schedule



Staff Report

Business Agenda Item:	Two- Hour Parking
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Parking in the Downtown area has been an issue for discussion for the last decade. Currently there is in place a two-hour parking restriction in the downtown area. Attached is a copy of the existing town ordinance for two-hour parking, as well as the request from DSDC. DSDC is asking the 300 block of Johnston Street be removed from the parking schedule. Their reasoning revolves around opening open additional full-time parking for those businesses in the immediate area. While Town Staff does not object to the request, it does question the wisdom of the decision based on the reality that the open parking may likely be used by court house staff/employees on a fulltime basis.

Staff is also requesting that the 200 and 300 blocks of West Market Street be removed from the schedule due to the new bridge and road widening/beautification project in these areas no longer allow for parking in these blocks.



February 20, 2018

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

Re: Two-hour parking limit in 300 block of Johnston Street

Dear Mr. Scott,

Since the enforcement of the two-hour parking limits began in November, the DSDC has seen an increase in access to downtown businesses, and some businesses have seen an increase in sales as a result. We believe that this enforcement has been a very positive change for Downtown Smithfield.

The two-hour limit does create issues for a few businesses, though, whose customers' stays tend to be longer, with customers reporting they've had difficulty finding convenient parking nearby at times.

Since enforcement began, we have observed that the parking spaces in the 300 block of Johnston Street are somewhat underutilized, and believe that eliminating the two-hour parking limit in that area will provide some assistance to the businesses whose customers need additional time. At our February 20 meeting, the DSDC Board voted to request that the Council consider approving the removal of the two-hour limit in the 300 block of Johnston Street.

The DSDC appreciates the Town's assistance in this matter to support our businesses and our growing downtown!

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Edwards".

Sarah Edwards
Executive Director

200 South Front Street • Smithfield, North Carolina 27577 • (919) 934-0887

Sec. 10-189. - Parking prohibited for longer than two hours on certain streets.

When signs are placed, erected or installed, giving notice thereof, no person shall park a vehicle for longer than two (2) hours between the hours of 8:00 a.m. and 5:00 p.m., upon any of the streets or parts of streets described in a schedule maintained in the office of the town clerk, with a copy in the office of the chief of police.

(Code 1967, § 9-79.1; Ord. No. 335, 11-11-97)

Schedule of Two- Hour Parking Restrictions

100 block of North Second Street

100 block of South Second Street

200 block of South Second Street

100 block of North Third Street

100 block of South Third Street

100 block of North 4th Street

100 block of South 4th Street

200 block of Bridge Street

300 block of Bridge Street

200 block of Johnston Street

~~300 block of Johnston Street~~

200 block of East Market Street

300 block of East Market Street

~~200 block of West Market Street~~

~~300 block of West Market Street~~



Request for Town Council Action

**Business
Agenda
Item:** Amphitheater
Date: 04/03/2018

Subject: Amphitheater Request
Department: General Government
Presented by: Town Manager Michael Scott
Presentation: Business

Issue Statement

Town staff has been working with Johnston County Tourism to develop recommendations to upgrade the existing town commons area into a new amphitheater. Town Staff is asking to spend \$10,000 in Johnston County Tourism dollars/occupancy tax to complete a conceptual design of a new amphitheater.

Financial Impact

None/ \$10,000 of occupancy taxes controlled and held by Johnston County Tourism.

Action Needed

Approve the request.

Recommendation

Approve the request.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Town Commons Proposal
3. Amphitheater Design



Staff Report

**Business
Agenda Item: Amphitheater**

Johnston County Tourism has been working with Town Staff to develop recommendations for a new amphitheater to replace the existing stage and town commons area. Johnston County Tourism has secured a bid from Withers and Ravenel to complete a conceptual design for the project. Attached is the scope of work and contract with Rivers and Ravenel, as well as a picture of a possible solution for the project.

The cost of the design project is \$10,000. Money will be spent by Johnston County Tourism through funds received from occupancy tax dollars. No property tax dollars will be spent on **this project and the Town's budget will be unaffected.**

March 14, 2018

Donna Bailey-Taylor, President/CEO
Johnston County Visitors Bureau
234 Venture Avenue
Smithfield, NC 27577

RE: Smithfield Town Commons Renovation
WR Project No.: 2170362.00

Dear Ms. Bailey-Taylor:

We want to thank you for the opportunity to provide a professional service proposal for conceptual design of your Smithfield Town Commons. Our team of planners and designers are excited to assist you and the Town with this important endeavor and are ready to get started upon approval from Town staff. Attached you will find a draft scope of services with an estimate of our fees for your review.

The existing amphitheater site sits approximately 100 feet from the bank of the Neuse River. While we do not anticipate any major changes to land use within the riparian buffer, the site does lay within the FEMA mapped 100-year floodplain, and may also encroach into the floodway. The extent of FEMA permitting and modeling will not be known until the design is more fully developed, however significant changes to the grading, seating, or stage areas around the amphitheater may result in significant floodplain management engineering, which may influence the final scope of work, fee and schedule. WithersRavenel landscape architects and stormwater engineers will work together during the concept development to fine tune the master plan in an effort to simultaneously meet your and the Town's expectations and requirements for the final amphitheater while also minimizing the expense and level of effort required to comply with the National Floodplain Insurance Program standards and FEMA permitting requirements. Ideally, the final design will result in no impact to the regulatory floodway and no rise in the effective 100-yr water surface elevations in the Neuse River. This approach will ensure a coordinated approach and will minimize potential impacts to scope, fees, and schedule.

Please take some time to review the attached document and feel free to contact us anytime. Thank you and have a great day!

Sincerely,

WithersRavenel



Gary E. Warner, ASLA, AICP
Director, Parks and Recreation
137 S. Wilmington Street, Suite 200
Raleigh, NC 27601
T: 919. 469.3340
C: 919.616.7471
gwarner@withersravenel.com

Enclosure: Proposal for Professional Services

**Smithfield Town Commons Renovation
Smithfield, North Carolina
Professional Services Agreement**

A. PROJECT DESCRIPTION

WithersRavenel, Inc. (CONSULTANT) is pleased to present this AGREEMENT for the professional services of for master planning and landscape architecture to the Town of Smithfield (TOWN) for the conceptual design of the Smithfield Town Commons. CONSULTANT will be utilizing a range of professionals to collaborate on the project, which may include landscape architects, planners, civil engineers, GIS staff, technical consultants and graphic artists. The goal of this project is to provide a conceptual design for renovating the public space for enjoyment of residents and visitors. The means of accomplishing this will include a design team with a broad range of professional disciplines and by drawing inspiration from trends in current urban and park design.

The CONSULTANT shall furnish the following Scope of Services for the Smithfield Town Commons Renovation, consisting of site inventory & analysis, design programming, preliminary concept design, and final concept design. The design development and construction drawing process for this facility is not included in this AGREEMENT.

B. SCOPE OF SERVICES

TASK 1 – Project Initiation and Site Analysis

The CONSULTANT will meet with TOWN staff to initiate the conceptual design process with a kick-off meeting. During this meeting, the CONSULTANT will introduce all key team members, establish lines of communication between staff, review the previous planning information and begin to engage key project stakeholders. The goal is to leave the kick-off meeting with an understood final site design program or list of key amenities to serve as the basis for the design process. The CONSULTANT will organize all existing conditions and information into presentable maps and identify opportunities and constraints of the site based on these findings. A composite analysis map will be prepared to serve as a basis for preliminary design.

TASK 2 – Preliminary Concept Design

The CONSULTANT will develop a base file for the PROJECT based on all information during the site analysis phase. After consultation with TOWN staff and project stakeholders during the project kick-off meeting, the CONSULTANT will develop up to three (3) conceptual design alternatives for the amphitheater elements within the Base File to evaluate the location of proposed amenities and reduce site impacts where practicable. These options will be presented to TOWN staff for review and feedback.

TASK 3 – Final Concept Design

Using all feedback gathered during the Preliminary Concept Design effort, the CONSULTANT will prepare a single concept design option for review by TOWN staff. This final plan will be in the form of a colored rendering(s) that will be presented to TOWN staff and officials for approval.

TASK 4 – Project Expense Allowance

A budget for expenses has been provided for this project. These expenses will be billed in accordance with Exhibit II and include but are not limited to the following:

- ▶ Mileage/Travel (for all meetings, site visits, public outreach)
- ▶ Courier Trips
- ▶ Prints/document copies (includes schematics, color renderings, plan drawings)
- ▶ Postage/FedEx
- ▶ Review Fees (if applicable)

C. ADDITIONAL SERVICES

The following services are not included in Section B or are specifically excluded from this AGREEMENT (see below) and shall be considered Additional Services. The CONSULTANT will furnish or obtain from others additional services that are not covered under Section B or specifically excluded, if requested in writing by the TOWN, and accepted by the CONSULTANT. Additional services shall be paid by the TOWN in accordance with the Fee Schedule outlined in Exhibit II.

GENERAL EXCLUSIONS:

- ▶ Architectural design
- ▶ Structural and or foundation design
- ▶ Public art design or commissioning
- ▶ Detailed amenity/playground design and/or final product selection
- ▶ Boundary Survey
- ▶ Design surveys
- ▶ Geotechnical investigations
- ▶ Public Involvement (Meetings, Surveys, Presentations, etc.)
- ▶ Construction Drawings, Specifications and Permits
- ▶ Flood Studies and Permitting
- ▶ Utility relocation coordination
- ▶ Off-site easement acquisition
- ▶ Design of off-site structures, facilities and utilities
- ▶ Air, water and noise quality testing plus community impact studies
- ▶ Hazardous material surveying
- ▶ Emergency evacuation plans
- ▶ Endangered Species Identification studies or permitting
- ▶ Irrigation Design
- ▶ Site power or electrical design
- ▶ Site phone/data utility design
- ▶ Landscape Planting Design
- ▶ Site Lighting design
- ▶ PARTF Grant application and administration
- ▶ LEED/Sustainable Site design or certification
- ▶ Serving as an expert witness for the TOWN in any litigation involving the project
- ▶ Presentations to government agencies other than the TOWN

D. CLIENT RESPONSIBILITIES

The TOWN will provide the CONSULTANT the following information as outlined below:

- ▶ Designate in writing a person to act as the TOWN's representative with respect to the work to be performed under this AGREEMENT; and such person shall have the complete authority to TOWN's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered under this AGREEMENT
- ▶ Arrange for and make provision for the CONSULTANT to enter the subject property as required for the CONSULTANT to perform services under this AGREEMENT
- ▶ Provide and arrange a venue for all project meetings
- ▶ Provide all criteria and full information as to the TOWN's project requirements and furnish copies of any prior survey documents, deeds, reports, master plans, design and construction standards
- ▶ TOWN shall be responsible for acquisition of all off-site utility and/or construction easements if they become applicable for this project
- ▶ Give prompt written notice to the CONSULTANT whenever the TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance of the work
- ▶ Direct the CONSULTANT to provide Additional Services as stipulated in Section C of this Agreement or other services as required.

E. COMPENSATION FOR SERVICES

The CONSULTANT proposes to provide the Scope of Services outlined in Section B for a lump sum amount. The budgeted total fee estimate for this contract amendment is a NOT TO EXCEED figure of **Ten Thousand Dollars (\$10,000.00)** as detailed below. This estimate has been provided in good faith and may not be exceeded without being substantiated and mutually agreed by the CONSULTANT and the TOWN.

Task Number	Task Name	Fee
Task 1	Project Initiation and Site Analysis	\$1,500.00
Task 2	Preliminary Concept Design	\$5,000.00
Task 3	Final Concept Design	\$3,000.00
Task 4	Project Expense Allowance	\$500.00
	Total	\$10,000.00

The CONSULTANT will submit monthly invoice statements to the TOWN for all work completed. The amount of the statement will be based on the percentage of the project accomplished during the billing period. The TOWN agrees to make prompt monthly payments in response to the monthly statements. Interest shall be charged at the rate of one and one-half (1.5) percent per month on all balances due over 90 days from date of invoice.

F. TIMELINE FOR SERVICES

The CONSULTANT agrees to commence work upon receipt of written notice to proceed from the TOWN. Summarized below is a tentative project schedule that the CONSULTANT has recommended. The timeline will be adjusted and extended beyond the dates shown in the table depending on the date of the written Notice to Proceed by the TOWN.

Action	Date
Notice to Proceed from the TOWN	March 30, 2018
Project Initiation and Site Analysis	April 3 – April 27, 2018
Preliminary Master Planning	May 1 – June 8, 2018
Final Master Plan (Adoption)	June 11, 2017 – July 9, 2018

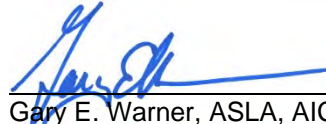
The CONSULTANT will not be held responsible for any delays in time of completion resulting from:

- ▶ The TOWN's failure to carry out any of the responsibilities listed under Section A and D in a timely manner
- ▶ Failure of approving permit agencies to provide timely approval of permit and encroachment applications
- ▶ TOWN requesting Additional Services as outlined in Section C
- ▶ Any other circumstances beyond the control of the CONSULTANT

The time required to complete the design services listed in Section B (as well as Section C - Additional Services) will be extended by negotiation in the event the CONSULTANT is delayed by circumstances as listed in the above.

G. ACCEPTANCE

WITHERSREVENEL



Gary E. Warner, ASLA, AICP
Director, Parks and Recreation

3/13/18

Date

TOWN OF SMITHFIELD

Stephen Wensman, AICP, RLA
Planning Director

Date

Exhibit 1 - Standard Terms and Conditions
Exhibit 2 - Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT, and that such payments shall be made in a timely fashion.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all

documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and

CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

13. **Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all integrated negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration under the Federal Arbitration Act. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project, and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the

CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques or procedures of construction, including but not limited to, safety requirements.

EXHIBIT II

Fee & Expense Schedule

WithersRavenel, Inc.

Description	Rate
Engineering / Planning	
Principal	\$ 190
Senior Technical Consultant	\$ 175
Senior Project Manager	\$ 160
Project Manager	\$ 145
Assistant Project Manager	\$ 130
Project Coordinator	\$ 95
Senior Staff Professional	\$ 145
Staff Professional IV	\$ 125
Staff Professional III	\$ 115
Staff Professional II	\$ 105
Staff Professional I	\$ 95
Senior Designer	\$ 125
Designer II	\$ 110
Designer I	\$ 100
Senior CAD Technician	\$ 105
CAD Technician II	\$ 90
CAD Technician I	\$ 80
Senior Land Planner	\$ 115
Land Planner II	\$ 105
Land Planner I	\$ 95
Planning Technician	\$ 85
Senior Construction Manager	\$ 140
Construction Manager II	\$ 125
Construction Manager I	\$ 115
Senior Resident Project Representative	\$ 105
Resident Project Representative II	\$ 95
Resident Project Representative I	\$ 90

Description	Rate
Geomatics	
Principal	\$ 190
Senior Technical Consultant	\$ 175
Geomatics Senior Manager	\$ 160
Geomatics Project Manager II (SR PM)	\$ 135
Geomatics Project Manager I	\$ 125
Geomatics Project Professional II	\$ 130
Geomatics Project Professional I	\$ 115
Geomatics CAD III	\$ 100
Geomatics CAD II	\$ 85
Geomatics CAD I	\$ 65
Geomatics GIS Specialist	\$ 110
Geomatics GIS Tech III	\$ 95
Geomatics GIS Tech II	\$ 80
Geomatics GIS Tech I	\$ 65
Geomatics Remote Sensing Crew (2 Man)	\$ 220
Geomatics Remote Sensing Crew (1 Man)	\$ 150
Geomatics Survey Crew III (3 Man)	\$ 185
Geomatics Survey Crew II (2 Man)	\$ 150
Geomatics Survey Crew I (1 Man)	\$ 125
Geomatics Survey Tech IV	\$ 95
Geomatics Survey Tech III	\$ 85
Geomatics Survey Tech II	\$ 65
Geomatics Survey Tech I	\$ 35
Administrative	
Office Administrator III	\$ 95
Office Administrator II	\$ 90
Office Administrator I	\$ 85
Administrative Assistant III	\$ 75
Administrative Assistant II	\$ 65
Administrative Assistant I	\$ 60

Description	Rate
Environmental / Geology	
Principal	\$ 190
Senior Technical Consultant	\$ 175
Environmental Project Professional V	\$ 160
Environmental Project Professional IV	\$ 145
Environmental Project Professional III	\$ 130
Environmental Project Professional II	\$ 120
Environmental Project Professional I	\$ 110
Environmental Staff Professional III	\$ 105
Environmental Staff Professional II	\$ 95
Environmental Staff Professional I	\$ 85
Environmental Technician II	\$ 80
Environmental Technician I	\$ 70
Senior Biologist/Wetlands Scientist	\$ 135
Biologist/Wetlands Scientist III	\$ 115
Biologist/Wetlands Scientist II	\$ 105
Biologist/Wetlands Scientist I	\$ 95
Senior Hydrogeologist	\$ 155
Project Geologist II (Sr. Proj. Geologist)	\$ 130
Project Geologist I	\$ 110
Staff Geologist II	\$ 100
Staff Geologist I	\$ 90
Expenses	
Bond Prints (Per Sheet)	\$ 1.50
Mylar Prints (Per Sheet)	\$ 10.00
Mileage	Per IRS
Subcontractor Fees (Markup)	1.1 - 1.15
Expenses / Reprod. / Permits (Markup)	1.1 - 1.15
Shipping / Delivery	
UPS / FEDEX - Project Specific (Distance & Priority)	

Effective January 1, 2018 – Schedule is subject to change





Request for Town Council Action

Business **Update of**
Agenda **Sewer**
Item: **Standards**
Date: 04/03/2018

Subject: Update Sanitary Sewer Standards

Department: Public Utilities

Presented by: Ted Credle

Presentation: Business Item

Issue Statement

The Public Utilities Department has updated the sanitary sewer construction standards for the Town and is asking for these updated standards to be adopted.

Financial Impact

None – updating standards does not take monetary funds

Action Needed

Approve the updated Town standards

Recommendation

Staff recommends the approval of the updated Town standards.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff report
2. Existing Town Standards (2000)
3. Proposed Town Standards (2018)



Staff Report

Business Agenda Item: Update of Sewer Standards

Current Town Construction details & standards were approved by Council in 2000. In the last 18 years, certain construction methods & materials have modernized. Such modern **updates are not reflected in the Town's current standards. The Public Utilities Department** has updated the sanitary sewer construction standards for the Town and is asking for these updated standards to be adopted.

**SECTION 7.00
SANITARY SEWER**

7.01 GRAVITY SEWER MAINS

A. Design

Location

1. All public sanitary sewer mains shall be installed in dedicated street right of way or in dedicated utility easements. Sanitary sewer mains installed in Town of Smithfield maintained streets shall be located in the center of pavement. Mains located within N. C. Department of Transportation right of way shall be placed outside of pavement limits, in accordance with NCDOT standards.
2. Minimum widths of public sanitary sewer easements shall be:

8", 10" and 12" main 20 feet
15", 18" and 24" main 30 feet

The size of easements for sanitary sewer mains greater than 24" shall be determined by the Town Engineer. See Section 2.10 for landscape plantings within utility easements.

3. Sewer mains shall be centered within their easements unless otherwise determined by the Town Engineer.
4. Proposed sanitary sewers paralleling a creek shall be designed to a proper depth to allow lateral connections such that all creek crossings will be below stream bed elevation unless approved by the Town Engineer. The top of the sewer main shall have at least one foot of cover between it and the stream bed. Concrete encasement and ductile iron pipe, in accordance with Standard Detail 7.13, shall be required when the cover between the top of the pipe and the stream bed is less than 3 feet.
5. Sanitary sewer mains shall not be installed under any part of water impoundments.
6. The following minimum separations must be maintained:
 - a) any private or public water supply source – 100 feet
 - b) any other stream, lake, or impoundment – 10 feet

Where the required minimum separations cannot be maintained, ferrous sanitary sewer pipe with joints equivalent to water main standards must be used. However, the minimum separations shall not be less than 25 feet from a private well or 50 feet from a public water supply source.

7. Sanitary sewer lines shall be extended along natural drainage courses to the adjacent property line.



Size

1. The minimum size of public gravity sanitary sewer mains shall be 8".
2. Major interceptors shall be sized in accordance with the "Master Wastewater Plan of the Town of Smithfield" or as directed by. In areas not included in the master plan, new sewer systems shall be designed based on the anticipated land use of the contributory area. The following flow factors shall be used:

Land Use	Flow Factor
Residential	120 gal/bedroom/unit
Office and Institutional	0.09 gpd/sq. ft bldg. space
Commercial	0.12 gpd/sq. ft bldg. space
Industrial	0.20 gpd/sq. ft bldg. space

Flow factors not listed herein shall be in accordance with the factors recommended by the N.C.D.E.M.

These figures cover normal infiltration, however an additional allowance shall be made where conditions are unfavorable.

3. For existing sewer systems an additional allowance shall be made to the above flow factors where the existing flow exceeds these values and immediate remedial measures are not proposed.
4. The ratio of peak to average daily flow shall be 3.3.
5. Sanitary sewers shall be designed to carry the projected peak flow at no more than $2/3$ full. The recommended minimum velocity for sanitary sewer lines is 3 fps. This velocity may be reduced to 2.5 fps with approval from the Town Engineer. However, the absolute minimum velocity which will be allowed will be 2 fps.
6. The minimum grades for public sanitary sewers shall be as follows:

Main Size (in.)	Minimum Slope (ft/100 ft)
8	0.40
10	0.28
12	0.22
14	0.17
15	0.15
16	0.14
18	0.12
21	0.10
24	0.08
27	0.07
30	0.06

The minimum slope for the uppermost reach of a sanitary sewer line shall be 100% regardless of sewer line size.

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**STANDARD DETAIL AND
SPECIFICATIONS MANUAL**

Drawing
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SECTION 7.00
SANITARY SEWER

Date
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7. The maximum grade for sanitary sewers is 10%. The maximum velocity in sanitary sewers is 15 ft/sec. These limits may be exceeded with the approval of the Town Engineer and the incorporation of the following provisions:
 - a. All sewers of greater than 10% slope shall be ductile iron pipe.
 - b. High velocity manholes, in accordance with Standard Detail 7.05 shall be used on all sewers with a slope greater than 10%.
 - c. Concrete anchors shall be installed on all sewers of greater than 10% slope at the following spacings:
 1. Not over 36' center to center on grades from 10% to 25%.
 2. Not over 24' center to center on grades from 25% to 40%.
 3. Not over 16' center to center on grades exceeding 40%.
8. Sewer extensions should be designed for projected flows even when the diameter of the receiving sewer is less than the diameter of the proposed extension.
9. Pipe diameter changes shall occur in a manhole with the invert of the larger pipe lowered sufficiently to maintain the same energy gradient. An approximate method of securing these results is to place the 0.8 depth point of both sewers at the same elevation.
10. All residential subdivision lots shall be served by gravity sanitary sewer unless otherwise approved by the Town Engineer. If a pump is approved, it shall be privately maintained, must pump into a service connection placed on the lot, and must have a note on the recorded plat indicating a private pump may be required to serve the lot with sanitary sewer service.

Installation

1. Sanitary sewer mains shall be deep enough to serve the adjoining property and allow for sufficient slope in lateral lines. All sanitary sewer mains shall have the following minimum covers:
 - a. 4 feet from the top of pipe to finished subgrade when under a roadway.
 - B. 3 feet from the top of pipe to finished grade when outside a roadway.

The above requirements may be waived at the direction of the Town Engineer, in which case ductile iron pipe shall be installed.
2. All construction relating to the utility improvements which will be maintained by the Town must be performed by a contractor licensed in North Carolina.
3. Sewer mains from 14 to 20 feet deep shall require special bedding in accordance with Standard Detail 7.18.

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4. Sewers over 20 feet deep shall require ductile iron or reinforced concrete pipe for the entire run between manholes.
5. Pipe trench excavation and backfilling shall be performed in accordance with Section 5.00 of these specifications.
6. Transitions of pipe material shall occur only at manholes.
7. Sanitary sewers shall be laid at least 10 feet laterally edge to edge from existing or proposed water mains unless the top of the sewer main is at least 18 inches below the bottom of the water main and there is a horizontal separation of at least 3 feet from the closest edges of the pipes.
8. Where sanitary sewers cross beneath water mains with a vertical separation of 18 inches or less or where water mains cross under sewer mains, the entire leg of sewer line shall be ductile iron pipe. The water line pipe shall be centered at the point of crossing and shall cross sanitary sewer lines at an approximate ninety (90) degree angle.
9. Sanitary sewers shall have the top of pipe at least 12 inches below the bottom of storm sewer pipe when the horizontal separation between the closest edges of the two pipes is 3 feet or less. Where sanitary and storm sewers cross with a vertical separation of less than 12 inches the entire leg of sanitary sewer shall be of water main standard ductile iron pipe.
10. There shall be a minimum 5 foot horizontal separation between parallel gravity and/or force mains.
11. Sewer line easements shall be graded smooth, free from rocks, boulders, roots, stumps, and other debris and seeded and mulched upon the completion of construction.
12. The downstream manhole(s) of a sanitary sewer line extension under construction shall be plugged and secured with rope to prevent the passage of groundwater, runoff and sediment into the sanitary sewer system. All water upstream of the plug shall be pumped out of the sanitary sewer line and all sediment and solids shall be removed and properly disposed of by the Contractor. The plug shall not be removed until the line has been inspected by the Town to insure that all possible points of inflow or infiltration have been secured.

Manholes

1. All manhole cone sections shall be the eccentric type.
2. Manholes shall be spaced at a maximum distance of 400 feet apart for lines 12 inches in diameter or less and at a maximum of 500 feet apart for lines greater than 12 inches in diameter.
3. Manholes for sewers under 21 inches in diameter shall be a minimum of 4 feet in diameter. Manholes for sewers 21 inches in diameter or greater shall be 5 feet in diameter. Manholes requiring inside drops shall be a minimum of 5 feet in diameter.

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4. Manholes shall be installed at each deflection of line and/or grade. The flow channel through manholes should be smooth and shall conform to the shape and slope of the entering/exiting sewer line. Centerline inverts of the flow channel shall be provided with the "invert in" elevation computed as per the entering sewer line slope and the "invert out" elevation computed as per the exiting sewer line slope. Therefore, no elevation drop shall occur at manholes and centerline inverts shall be used. Inverts "in" and "out" as calculated above may be provided by the Engineer.

Either precast or brick and mortar inverts may be used conforming to these specifications. The invert shall be smooth and uniform in shape along the entire length. Therefore, moorbase manholes shall not be used. Inside or outside drops shall be used when free drops exceed 30 inches. For outside drop manholes, see Standard Detail 7.08. For inside drop manholes, see Standard Detail 7.09. Inside drop manholes shall require a minimum of 5 foot diameter manholes. When 2 or more inside drops occur at one manhole, a minimum of 6 foot diameter manhole shall be used.

For inside drop manholes, the last joint of incoming sewer main shall be ductile iron. This is the only case where transition of pipe material between manholes is acceptable with a Fernco coupling encased in concrete.

5. Manholes not located in roadways shall have a top elevation a minimum of 12" above finished grade.
6. Manhole tops shall be elevated above the 100 year flood plain elevation or shall be equipped with watertight frames and covers. Manholes with watertight tops shall be vented in accordance with Standard Detail 7.15.
7. Manholes located within 100 year flood plain or in areas of high ground water shall be waterproofed by wrapping all joints with a minimum 8" width band of inorganic asbestos felt saturated in waterproofing asphalt. Waterproofing shall be installed by mopping asphalt over the joint area, then wrapping the felt around the joints, and finally mopping the felt with another coat of asphalt.

B. Materials

Materials to be utilized shall be those as specified herein unless an approved equal is authorized by the Public Utilities Director.

Each length of pipe to be used shall have plainly and permanently marked thereon the following information, as well as any additional information specifically noted in the sections below:

- a) Pipe class or strength designation
- b) Manufacturer's name or trademark
- c) Nominal pipe size

VITRIFIED CLAY PIPE

Vitrified clay pipe shall only be used as approved by the Town Engineer.

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CONCRETE PIPE AND REINFORCED CONCRETE PIPE

Concrete pipe shall be in accordance with ASTM C14 and reinforced concrete pipe shall be as per ASTM C76, Table III or Table IV. Pipe joints and joint materials shall conform to ASTM C361.

ALL CONCRETE PIPE SHALL BE EPOXY LINED in accordance with the following:

- a) **PREPARATION.** All interior barrel and joint surfaces which will be exposed to the sewer liquids and gases shall be prepared for lining by removing all laitance form oil and other loose, foreign or deleterious materials which would affect the bond of the lining compound to the pipe surface. Surface preparation shall consist of sandblasting and cleaning the barrel of the pipe and the joint surface areas on which coating will be applied.
- b) **ATMOSPHERIC AND SUBSTRATE CONDITIONS.** The pipe surface areas to be lined shall be blown off with air to remove all sand, dust, and other loose materials immediately prior to application of the lining compound.

The lining compound shall not be applied when the ambient temperature is below 40 degrees F or the substrate shows over a 14 percent moisture reading. The compound shall not be applied under adverse atmospheric conditions that will cause detrimental blistering, pinholing, or porosity of the film.

- c) **EQUIPMENT.** All application equipment shall be as recommended by the supplier of the lining compound. The following equipment for application shall be utilized for applying the lining compound to the interior barrel surfaces:
 - i) An airless spray system that optimizes and controls centrifuge forces in a high speed distributor unit, which with multiple pass applications along longitudinal axis of the pipe, provides a uniform lining without localized build-up, lumping, or sagging.
 - ii) Airless spray equipment or brush shall be utilized to coat the joint surfaces up to the gasket area. All equipment used shall be maintained in good working condition throughout the work.
- d) **APPLICATION TECHNIQUE.** The lining compound shall be thoroughly mixed according to the recommendations of the supplier. After blasting and cleaning, the lining compound shall be applied to all barrel surface areas which will be exposed to the sewer liquids and gases. The lining compound shall be applied to the barrel of the pipe utilizing the high speed centrifugal airless application device to obtain a continuous and relatively centrifugal airless application device to obtain a continuous and relatively shall consist of four to six miles minimum dry film thickness and the finish coat shall be applied as required to yield a total minimum dry film thickness of 24 mils for the complete system.

After blasting and cleaning, a coat of lining material shall be applied using an airless spray system to the joint surfaces which shall be exposed to the sewer liquids and gases. The coat shall consist of a minimum dry film thickness of 10 mils.

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When application is commenced, the complete operation shall be completed as soon as practical, without prolonged delays. After application, the pipe and pipe surfaces shall be protected from damage or contamination by water, excessive dust, or other contaminants until tack free.

Linings shall be permitted as long a drying time as practical but at least until the final coat has dried five days. Minimum drying periods may be increased substantially if the drying temperature is below 5 degrees Farenheit.

- e) **HOLIDAY DETECTION.** All interior barrel surface and lined joint surface areas shall be thoroughly inspected for holidays, utilizing an electrical instrument especially designed for the purpose. The output voltage and sensitivity of the instrument shall be adjustable for the pipe moisture content and other test conditions. Each day that such test work is performed the instrument shall be tested by finding a known holiday made in the lining. All detected holidays shall be marked for easy location and patching.
- f) **REPAIR.** All damaged areas, holidays, thickness test areas and cored areas shall be repaired in accordance with the manufacturer's recommendations, so the repaired area is equal to the undamaged lined areas in all respects. Any damage which does occur during shipping or handling shall be repaired prior to the installation of the pipe in accordance with the manufacturer's recommendations, so the repaired area is equal to the undamaged lining in all respects.

A.B.S. COMPOSITE (TRUSS) PIPE

A.B.S. Composite pipe shall meet the requirements of ASTM D 2680. Pipe joints shall be chemically welded or gasketed joints in accordance with ASTM D 3212.. See Section 7.01 C for additional installation requirements. See Standard Drawing Detail 7.16 for bedding requirements.

DUCTILE IRON PIPE

Ductile Iron Pipe shall be designed and manufactured in accordance with AWWA C150 and C151 for a laying condition Type 2 and a working pressure as follows:

3"	-	12"	350	psi
14"	-	20"	250	psi
24"			200	psi
30"	-	54"	150	psi

Pipe joints shall be of the push-on type as per AWWA C111. Pipe lining shall be cement mortar with a seal coat of bituminous material, all in accordance with AWWA C104.

POLYETHYLENE SEWER PIPE

Polyethylene sewer pipe shall be Spirolite as manufactured by Spiral Engineered Systems, or approved equal.

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All polyethylene pipe shall be produced from a high density, high molecular weight polyethylene pipe material meeting the requirements of Type III, Class C, Grade P34, as defined in ASTM Specification D-1248 "Polyethylene Plastics Molding and Extrusions Materials".

Underground installation of polyethylene pipe products shall follow the general recommendations of ASTM D-2321 "Underground Installation of Flexible Thermoplastic Sewer Pipe". In addition, the installation shall satisfy the requirements of Section 7.01c below. See Standard Drawing Detail 7.16 for bedding requirements.

POLYVINYL CHLORIDE (PVC) PIPE

PVC Pipe shall be made of PVC plastic having a cell classification of 12454-B, 12454-C or 13364-B (with minimum tensile modulus of 500,000 psi) as defined in Specification D1784. PVC pipe shall have integral wall bell and spigot joints for the conveyance of domestic sewage. Fittings shall be made of PVC plastic having a cell classification of 12454-B, 12454-C or 13343-C as defined in specification D 1784. Fittings must be manufactured by pipe supplier or approved equal, and have bell and/or spigot configurations compatible with that of the pipe. Compounds with superior properties are also acceptable.

All pipe less than 18 inches in diameter shall have a maximum Standard Dimension Ratio (SDR) of 35. Where laying conditions so warrant,, and in accordance with manufacturer's recommendations, lower SDR values (stronger pipe) may be required.

PVC pipe 18 inches in diameter and larger must be spiral wound as defined in ASTM F-794, Series 46. Pipe strength shall be equal to or exceed that required for pipe less than 18" in size.

Installation shall consist of Class I bedding material (as defined in Section 7.01 C) placed 4 inches below the pipe barrel and continuing to a minimum of the pipe spring line, as per ASTM D2321. In addition, the installation of PVC pipe shall satisfy the requirements of Section 7.01 C. Bedding requirements are as shown in Standard Detail Drawing 7.16.

PVC COMPOSITE (TRUSS) PIPE

PVC thermoplastic material shall be a rigid PVC plastic conforming to ASTM D-1784 for a minimum cell class of 12454B. The Portland Cement Perlite concrete or other inert filler material shall be as described in Section 6.3 of ASTM D-2680.

Joints shall be chemically welded or gasketed in accordance with ASTM D3212. Solvent cement for joining PVC to PVC shall comply with ASTM D-2564. Pipe test specimens shall meet all the manufacturing requirements established in ASTM D-2680.

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SPECIFICATIONS MANUAL**

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SECTION 7.00
SANITARY SEWER

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All recommendations of the manufacturer shall be followed in shipping, handling, laying, joining and backfilling of the pipe. In addition, the installation of PVC composite pipe shall satisfy the requirements of Section 7.01 C below. Bedding requirements shall be as shown in Standard Drawing Detail 7.16.

C. ADDITIONAL REQUIREMENTS FOR FLEXIBLE, AND SEMI-RIGID PIPE (Polyethylene, A.B.S. Composite, PVC Composite and PVC)

The installation shall satisfy the requirements of the manufacturer, and/or the following, whichever is more stringent:

- 1) Installation of polyethylene, PVC composite, and PVC pipe shall follow the recommendations of ASTM D-2321 "Underground Installation of Flexible Thermoplastic Sewer Pipe". For flexible and semi-rigid pipes bedding and embedment material shall be Class I. In any area where the pipe will be installed below existing or future ground water levels or where the trench could be subject to inundation, additional Class I material shall be used for bedding. Refer to Standard Detail 7.16 for embedment requirements.
- 2) The manufacturer's specifications or otherwise approved method shall be used in determining the stiffness class of the pipe to be installed so as to attain the required deflection control. The class of the pipe must be approved by the Town Engineer prior to installation.
- 3) The maximum allowable deflection after installation shall BE LESS THAN 5% for flexible pipe and 3% for semi-rigid. A mandrel test on truss pipe shall only be required if the Inspector finds a problem during the visual inspection. The mandrel (go/no-go) deflection test must be performed on each line prior to acceptance, and no less than 30 days after installation. The Contractor shall supply the mandrel used for this performance test. The mandrel device shall be cylindrical in shape having 9 possible contact points with the pipe. The mandrels length and diameter (ID of proving ring) shall equal the dimensions in the following table, and shall be subject to the Inspector's approval.

For Polyethylene Pipe the following shall apply:

Nominal Diameter	Length	(Proving Ring) Dia. Mandrel
18"	12"	16.53"
21	min.	19.30
24		22.08
27		24.84
30		27.62
33		30.38
36		33.15
42		38.68
48		44.21
54		49.74
60		55.27

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SPEC7_9

SECTION 7.00
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For other flexible pipes the following shall apply:

Nominal Diameter	Length	(Proving Ring) Dia. Mandrel
6"	6"	5.65"
8	8	7.40
10	10	9.31
12	10	11.22
15	12	14.09

For semi-rigid pipes the following shall apply:

Nominal Diameter	Min. Length	Dia. Mandrel
8"	8"	7.52"
10"	10"	9.46"
12"	10"	11.40
15"	12"	14.31

- 4) For PVC and Polyethylene pipe, the pipe shall be produced with bell and spigot end construction. Joining will be accomplished by rubber gasket in accordance with manufacturer's recommendation, unless otherwise directed or approved by the Town Engineer. Flexible watertight elastomeric seals in accordance with ASTM D3212-81, may also be used. Each pipe length shall be clearly marked with information including pipe size, profile number and class number.
- 5) A minimum trench width shall be one pipe diameter plus 9" on each side of the pipe.
- 6) The bedding (6" minimum) and embedment materials shall be per ASTM D2321. The embedment materials shall be installed from trench wall to trench wall and from the invert to a minimum of 6" above the crown of the pipe.
- 7) The bedding and embedment material shall be compacted to a minimum of 90% Standard Proctor density for Class I materials.
- 8) If hydraulic jack shoring is utilized for trench walls, where shoring is used, it shall be kept to the area just above the top of the pipe. This will ensure the embedment materials and pipe will not be disturbed when removal is made.

Bedding and embedment material classifications shall be defined as follows:

CLASS I – Angular, (1/4 to 1-1/2 inch) graded stone, including a number of fill materials that have regional significance such as coral, slag, cinders, crushed stone, crushed gravel, and crushed shells.

CLASS II – Coarse sands and gravels with maximum particle size of 1-1/2 inch, including variously graded sands and gravels containing small percentages of fines, generally granular and non-cohesive, either wet or

dry. Soil types GW, GP, SW and SP are included in this class.

CLASS III – Fine sand and clayey gravels, including fine sands, sand–clay mixtures, and gravel–clay mixtures, Soil Types GM, GC, SM, and SC are included in this class.

CLASS IV – Silt, silty clays, and clays, including inorganic clays and silts of medium to high plasticity and liquid limits. Soil Types MH, ML, CH and CL are included in this class. These materials are not recommended for embedment.

7.02 FORCE SEWER MAINS

A. Materials

Ductile Iron Pipe shall be designed and manufactured in accordance with AWWA C150 and C151 for a laying condition Type 2 and a working pressure as follows:

3" – 12"	350 psi
14" – 20"	250 psi
24"	200 psi
30" – 54"	150 psi

Pipe joints shall be of the push–on type as per AWWA C111. Pipe lining shall be cement mortar with a seal coat of bituminous material, all in accordance with AWWA C104.

PVC Pipe shall meet the requirements of AWWA C900. Pipe shall be Class 150, SDR 18, integral bell with strength equal to the pipe wall, cast iron O.C., 18 foot length, with a solid elastomeric ring.

PVC Pipe for force mains with a diameter of three (3) inches or less shall be SDR21 or Schedule 40 in accordance with ASTM D1785.

PVC Pipe will require the installation of a detector tape placed a maximum of 2 feet below the covering surface. The detector tape shall be a 3 inch wide tape.

Pipe Fittings shall be cast or ductile iron designed and manufactured as per AWWA C110. Sizes of fittings up to and including 12 inch shall be designed for an internal pressure of 250 psi; larger size fittings shall be designed for an internal pressure of 150 psi. Joints for fittings shall be mechanical joint and lined with cement mortar with a seal coat of bituminous material, all in accordance with AWWA C104.

B. Installation

Reaction blocking for all fittings or components subject to hydrostatic thrust shall be securely anchored by the use of concrete thrust blocks poured in place. The reaction areas are shown in Standard Detail 6.12. No concrete shall interfere with the removal of fittings. Material for reaction

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SPEC7_11

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blocking shall be 3000 psi concrete.

Force mains shall be installed with a minimum cover of three feet measured from the top of the pipe to the finished subgrade.

Sewage Combination Air Valves shall be installed at all the high points of all force mains in accordance with Standard Detail 7.12. Manholes containing valves shall receive a bituminous or coal tar epoxy coating on the interior. The size shall be determined by the Engineer and valves shall be located at every high point.

Force sewer mains shall be installed in dedicated public right of way or in dedicated utility easements. See Section 2.10 for landscape planting requirements within easements. The easement shall have the following dimensions:

Line Size	Easement Width
12" and under	20'
greater than 12"	30'

Force main valves shall be spaced at appropriate intervals as determined by the Town Engineer, and shall have valve box caps marked "Sewer". Force main valves shall be resilient wedge gate type.

The receiving manhole for a force main shall receive an interior coating of Koppers "Super Service Black" with a total dry film thickness of 10 mils. All nicks and scratches shall be touched up prior to acceptance of the manhole. The force main shall discharge at the invert of the receiving manhole and shall be as close as possible to 180 degrees from the outlet pipe.

Force mains shall be appropriately identified upon installation so they will not be confused with potable waterlines. The pipe material shall be designated on each joint of pipe as "sewer".

7.03 MANHOLES

Materials

Manholes shall be precast concrete. All manholes shall have eccentric cone sections.

Precast Concrete manholes shall meet ASTM C478 as to design and manufacturer. The standard joint shall be sealed with a plastic cement putty meeting Federal Specification SS-S-00210, such as Ram-Nek or a butyl rubber sealant. All lift holes must be plugged with non shrinking grout after installation. For precast concrete manholes, see Standard Details 7.03.

Manhole Frames and Covers shall be cast or ductile iron with "Sanitary Sewer" stamped on the cover and two 1 inch perforated holes. Castings shall be machined to give even and continuous bearing on the full length

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Drawing
SPEC7_12

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of the frame. Castings shall be free of porosity and blow holes, and shall receive one coat of Koppers Super Service Bitumastic black paint. Paint shall be kept off of bolt threads and surfaces shall be thoroughly wire brushed before painting. Manhole frames shall be bolted to the manhole as per Standard Detail 7.07. All manhole rings in roadways shall be encased in a concrete collar 18 inches by 6 inches of 3000 psi concrete beneath the asphalt, with the cover flush with the top of Pavement as shown in Standard Detail 7.07. Manholes located outside of the pavement shall be atleast 12 inches above finished grade.

Watertight manhole frames and covers shall have neoprene gasket, bronze tightening bolt, machined bearing surfaces and channel iron locking bar. Bolts shall be standard hexagonal-head, countersunk such that when fully tightened bolt head is flush with the top of the cover. Castings shall be free of porosity and blow holes, and shall receive one coat of Koppers Super Service Bitumastic black paint. Paint shall be kept off of bolt threads and surfaces shall be thoroughly wire brushed before painting.

Manhole steps shall be furnished with the precast sections. Steps shall be of polypropylene material reinforced with a 1/2" diameter reinforcing rod. Manhole steps shall be designed for a vertical load of 400 pounds and a horizontal pull out load of 1000 pounds. steps shall be set 16" on center. Holes for the installation of manhole steps shall not project through the manhole wall. There shall be a minimum of one inch (1") wall thickness from the deepest penetration of the step installation hole and the outside wall. Steps shall be at least 10" clear width and shall project at least 4" from the wall into which it is embedded. Steps shall not be located over the influent or effluent pipes and shall be installed along a vertical manhole wall from the shelf to the top of cone.

All manholes shall have 6 inch, 3000 psi concrete bottoms resting on a minimum of 6 inches of # 57 stone. Sewer mains shall enter and exit radially through the manhole. Inverts shall be constructed with a width and height equal to 1/2 that of the effluent pipe and shall be so brushed and troweled that a minimum energy loss occurs in the manhole. At each inlet and outlet of line 8 inches or greater, wastewater lines are to be connected to the manholes by means of compression connectors (flexible sleeves) cast into the manhole section. Flexible connectors are to be manufactured of high quality rubber or synthetic rubber and all strap clamps or draw bolts are to be manufactured from stainless steel. The inside and outside of brick or block manholes shall receive a 1/2 inch plaster coat.

7.04 SERVICE CONNECTIONS

A. Materials

Cast Iron Soil Pipe shall be service weight hub and spigot meeting Federal Specifications WW-401. The joints shall be rubber type elastomeric as per ASTM C425.

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PVC Pipe shall be schedule 40 or greater supplied in 18 feet lengths. The pipe may be joined by elastomeric gaskets.

Ductile Iron Pipe shall be used for sanitary sewer with services with less than three (3) feet of cover or in excess of twenty (20) feet of cover.

Service Saddles for PVC or ABS services shall be of the same material as the main; solvent welded and fastened with double stainless steel bands as shown on Standard Detail 7.02.

Service Saddles for cast iron soil pipe services may be "ROMAC C" sewer saddles consisting of a virgin SBR gasket compounded for sewer service, a ductile iron saddle casting, a 304 stainless steel adjustable strap for fastening the gasket and the saddle casting to the sewer main and a 304 stainless steel adjustable circle clamp for securing the service line into the SBR gasket.

B. Installation

Individually owned structures shall require individual sewer taps to public sewer. All service connections to existing sanitary sewer mains shall be made by or under the supervision of the Town of Smithfield Public Utilities Department. Service connections to new lines shall be made by the quarter of contractor. Service taps into mains shall be made on the top the main with the wye saddle angled with the direction of flow in the main.

Service lines between 3 and 14 in depth do not require special bedding. All service lines between 14 and 20 feet in depth shall require Class I bedding from four (4) inches below service line to four (4) inches above the service line. Service lines greater than 20 feet or less than 3 feet in depth must be ductile iron.

Service connections to the main lines shall be perpendicular to the main line to the edge of the right of way or easement line. Four (4) inch lines shall have a minimum slope of 1.0 ft./100 feet and six (6) inch lines shall have a minimum slope of 0.60 ft./100 feet. Cleanouts shall be required on all sewer services with a maximum spacing of 75 feet on 4 inch services and 100 feet on 6 inch services. A cleanout shall be placed on all service lines at the right of way line or at the edge of the easement. All cleanouts shall extend a minimum of 6 inches above finished grade or meet the optional cleanout method requirements in accordance with Standard Detail 7.01. Sewer cleanouts located in paved areas must have cast iron risers, cast iron fittings and brass caps.

All six (6) inch service connections shall be into a manhole unless otherwise approved by the Town Engineer.

All service lines which are connected into manholes shall be installed less than two and one-half feet above the invert or shall be installed with a standard drop as shown on Standard Detail 7.10. Multiple service connections shall not be maintained by the Town of Smithfield. Service

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lines shall not be installed through manhole cone sections or manhole joints. The use of wyes in the line is preferred over the use of service saddles."

Service connections made using a "ROMAC CB" sewer saddle shall be made only when the service line is cast iron soil pipe and only when the sewer main is 8", 10", or 12" diameter concrete, ductile iron, or PVC sewer pipe. This service connection shall not be used when the sewer main material is truss sewer pipe.

The opening in the sewer main for the "ROMAC CB" sewer saddle shall be cut with a hydraulically driven or a pneumatically driven circular tapping saw of the same nominal diameter as the sewer service line.

7.05 TESTING AND INSPECTION

All materials used must have a preliminary inspection by the Construction Inspector before materials are used for construction purposes. Rejection of material not meeting these specifications will be ordered and such materials shall be immediately removed from the job.

Sanitary sewer lines shall be free and clean from obstructions and shall be visually inspected from every manhole to ensure all lines exhibit a fully circular pattern. Lines which do not exhibit a true line and grade or have structural defects shall be corrected. Sanitary sewer service connections shall be visually inspected prior to back filling.

The Contractor shall furnish all materials, labor, and equipment to perform all testing to the satisfaction of the Construction Inspector. Water for testing purposes will be provided by the Town of Smithfield.

See Section 7.01C for additional testing requirements for flexible and semi-rigid pipe.

The low-pressure air testing shall be performed before all laterals or stubs are installed on the line and after the main has been backfilled to finish grade. Plugs shall be installed at each manhole to seal off the test section. The line will be pressurized with a single hose and monitored by a separate hose connection from the plug. Air then shall be slowly introduced into the sealed line until the internal air pressure reaches 4.0 psig. The air pressure shall then be allowed to stabilize for a minimum of 2 minutes at no less than 3.5 (plus groundwater pressure, if any). When the pressure reaches 3.5, the time required for the pressure to drop 1.0 psi will be observed and recorded. The line shall be termed "acceptable" than 1.0 psi in the time prescribed if the pressure does not drop more for the test in Town Standard Details for Sanitary Sewer Air Test table.

If the section fails to meet these requirements, the source of leakage shall be determined and repaired. The pipe section shall then be retested and meet the specified requirements.

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**STANDARD DETAIL AND
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The Construction Inspector may require that an infiltration test be performed that shall not exceed 100 GPD/inch/mile.

7.06 REPAIR OF SANITARY SEWER LINES

The repair of damaged sanitary sewer lines shall be as follows:

P.V.C. Pipe – replace damaged section with D.I.P. and install a Fernco coupling at each end encased in concrete.

PVC Pipe – replace damaged section with PVC Pipe and install a Fernco coupling at each end encased in concrete.

ABS/PVC Truss Pipe – replace damaged section with D.I.P. and install a Fernco coupling at each end encased in concrete.

A.C. Pipe – use a full circle repair clamp for the damaged section.

All repairs to damaged sanitary sewer lines shall be backfilled with ABC stone (crusher run) to a density of 95 percent Standard Proctor.

7.07 WASTEWATER PUMP STATIONS

Sizing, design, and approved manufacturers of wastewater pump stations which are to be maintained by the Town shall be as determined by the Town Engineer. All pump stations that will be privately operated and maintained must meet the North Carolina Building Code in addition to any other specifications required by the Town.

7.08 STEP SYSTEM

Septic Tank Effluent Pump Systems shall be approved on a case by case basis by the Town Engineer.

END OF SECTION 7.00

**SMITHFIELD
NORTH CAROLINA**

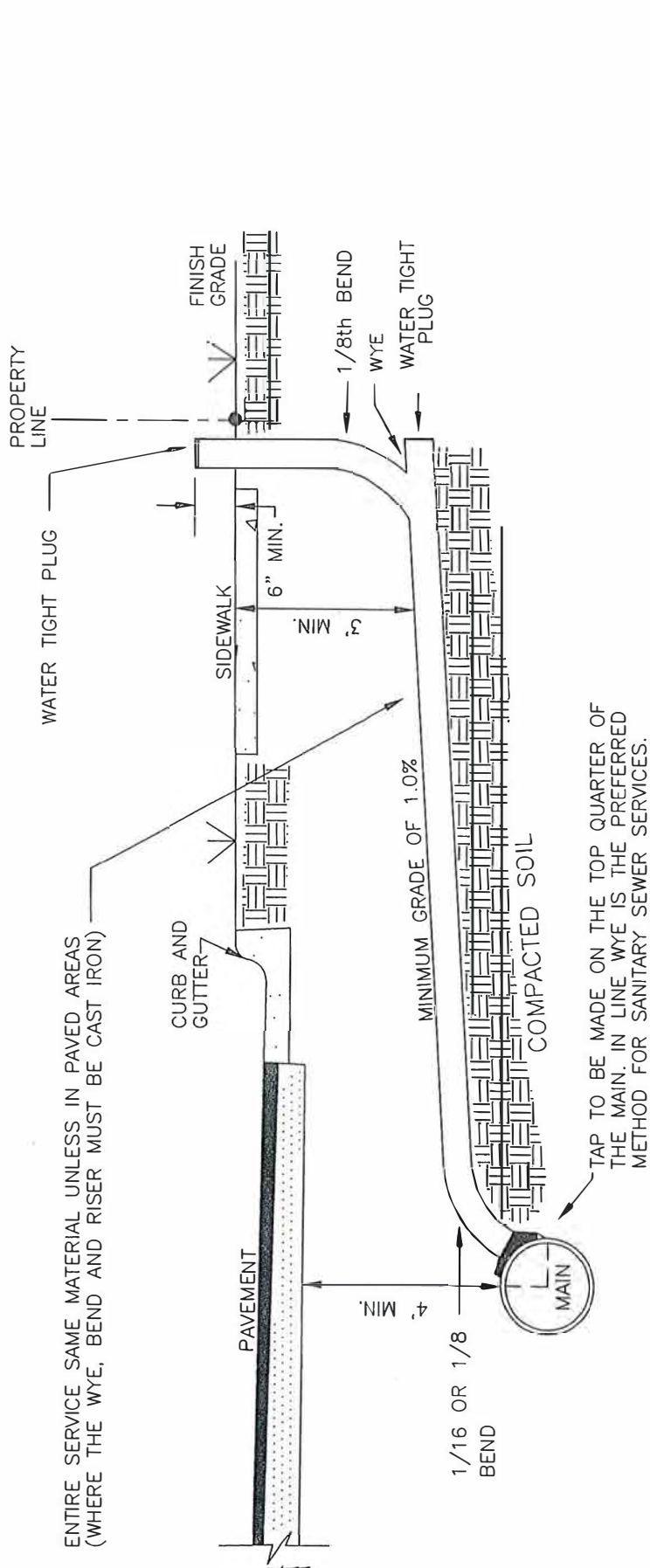


**STANDARD DETAIL AND
SPECIFICATIONS MANUAL**

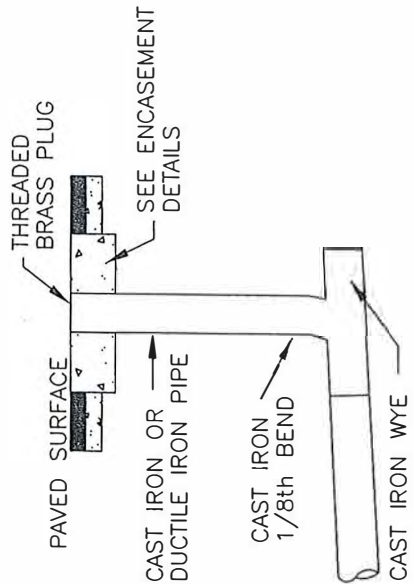
Drawing
SPEC7_16

SECTION 7.00
SANITARY SEWER

Date
2/1/2000



OPTIONAL CLEAN OUT
(FOR WELL MAINTAINED AREA)

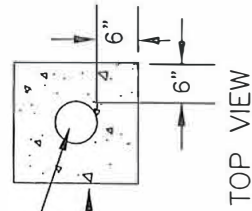


THREADED BRASS PLUG

4" THICKNESS 300 psi CONCRETE

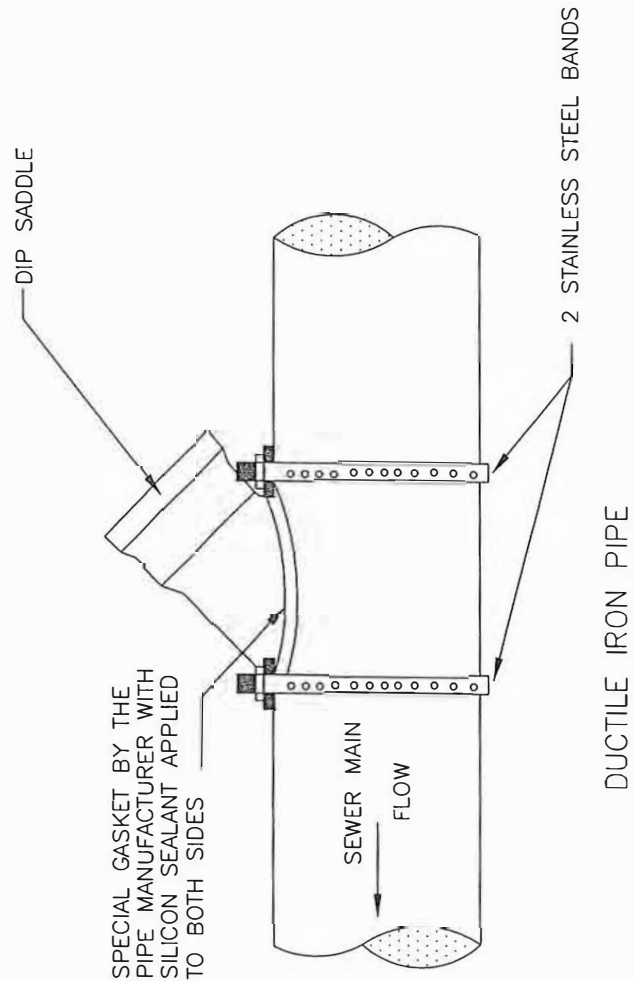
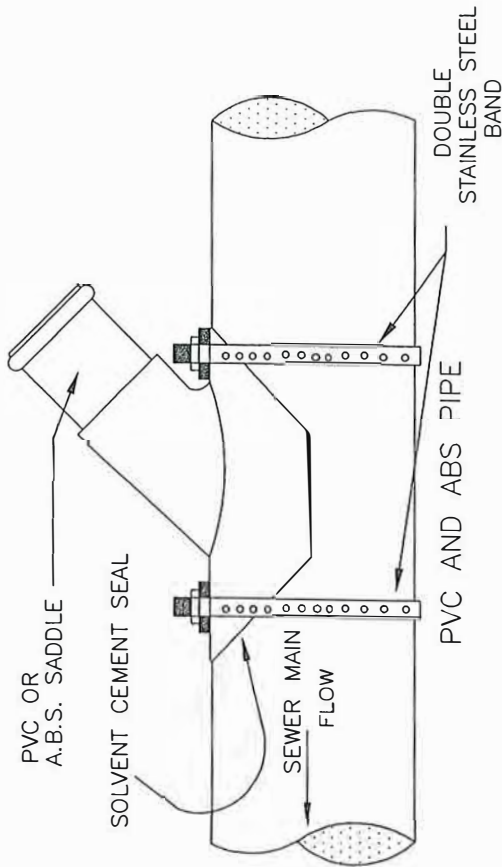
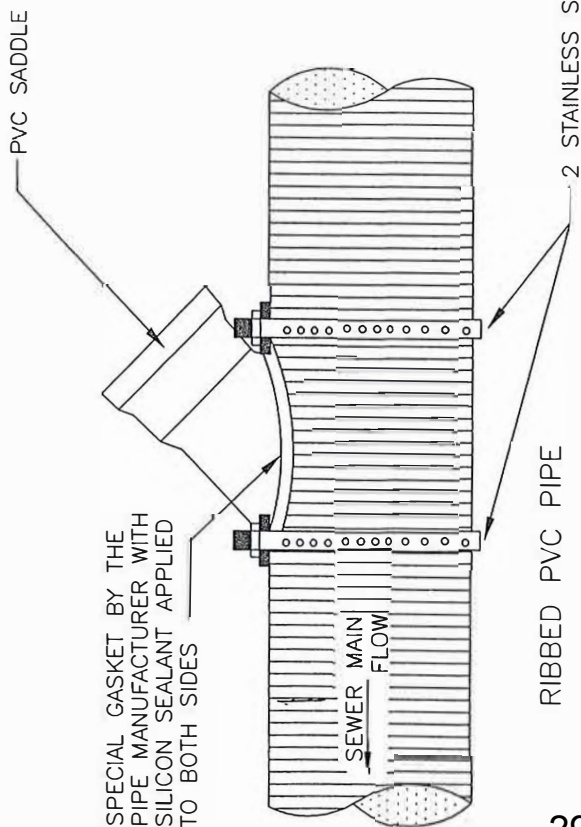
FINISHED GRADE

SIDE VIEW



NOTES:

SAN. SEWER SERVICES WHICH ARE 14 TO 20 FEET DEEP SHALL REQUIRE BEDDING IN ACCORDANCE WITH DETAIL 7.16 FOR FLEXIBLE PIPE. SERVICES OVER 20' AND UNDER 3' DEEP SHALL REQUIRE D.I.P.



NOTES:

1. PVC SOLVENT CEMENT SHALL BE USED FOR PVC SADDLES.
2. ABS SOLVENT CEMENT SHALL BE USED FOR ABS SADDLES.
3. TRUSS SADDLES SHALL BE USED WITH TRUSS PIPE.

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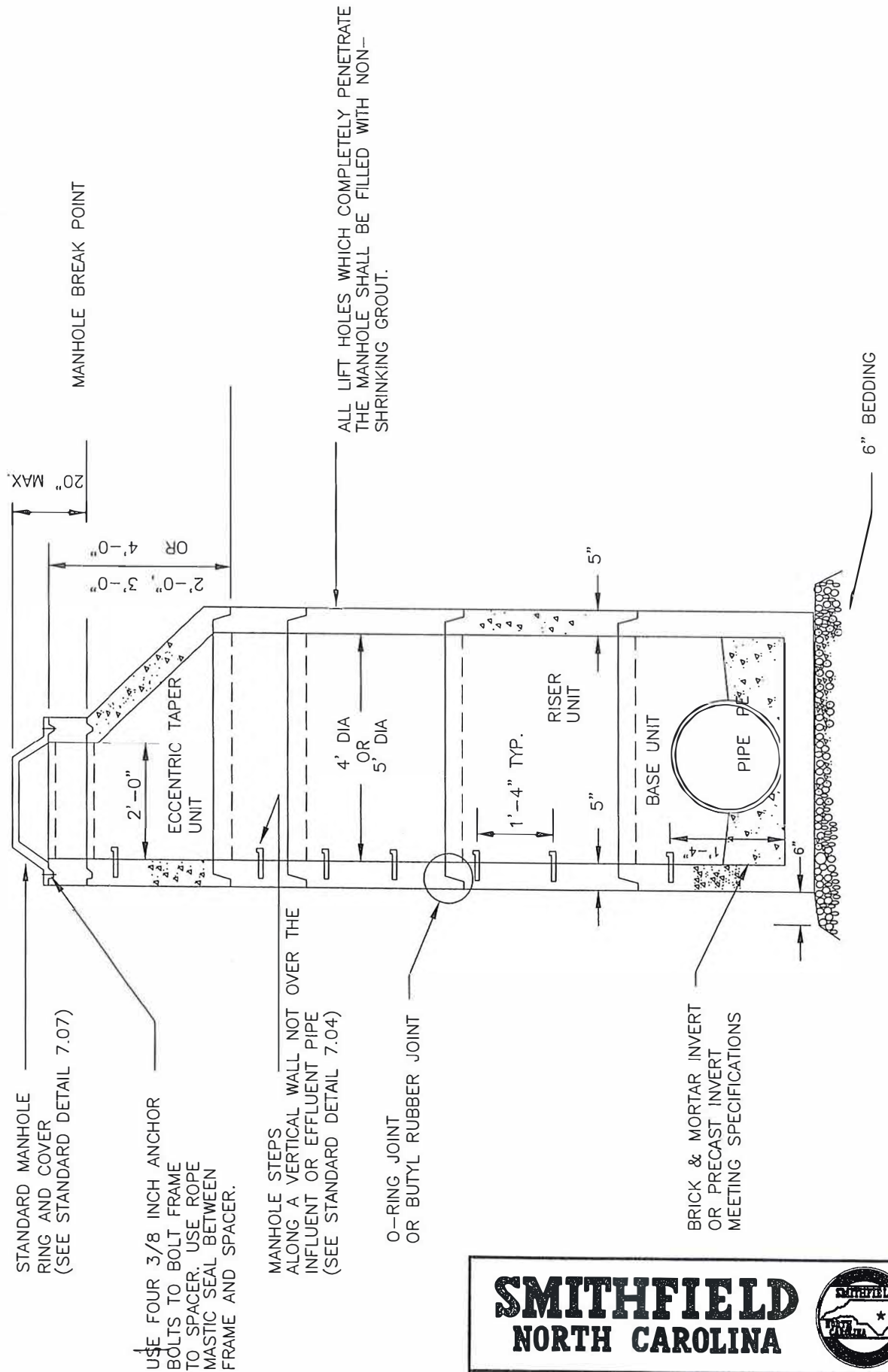


STANDARD DETAIL AND
SPECIFICATIONS MANUAL

Drawing
0702

Standard Sanitary Sewer
Lateral Connections

Date
1/13/2000



SMITHFIELD
NORTH CAROLINA



STANDARD DETAIL AND
SPECIFICATIONS MANUAL

Drawing
0703

Standard Precast
Concrete Manhole

Date
1/13/2000

NOTES:

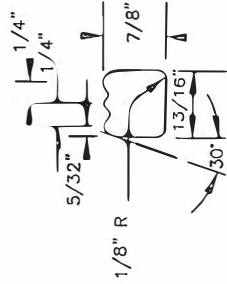
1. VERTICAL SPACING - 16" O.C.
2. STEPS TO PROTRUDE 5" FROM FACE OF STRUCTURE WALL, AND SHALL WITHSTAND A 300 LB. LOAD WHEN INSTALLED.
3. PORTION OF ALUMINUM STEP EMBEDDED IN CONC. SHALL BE COATED WITH A BITUMINOUS ASBESTOS FILLED ALUMINUM PIGMENTED COATING CONFORMING TO FEDERAL - SPEC TC -C- 00498A.

CORROSION
RESISTANT MATL

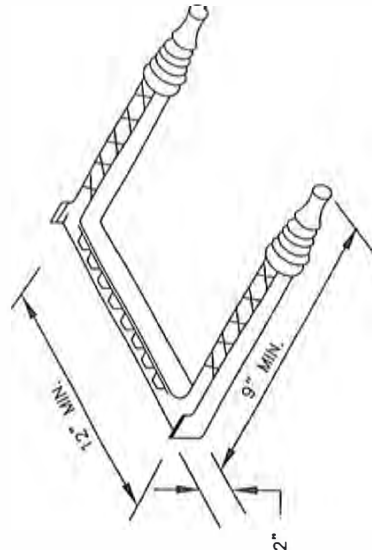


1/2" DIA.
STEEL ROD

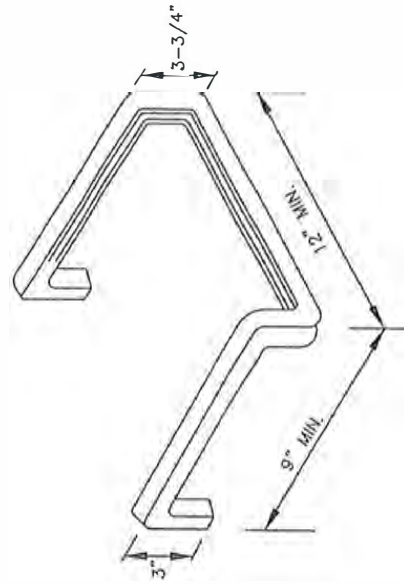
SECTION



SECTION



ENCAPSULATED STEEL STEP



ALUMINUM STEP

**SMITHFIELD
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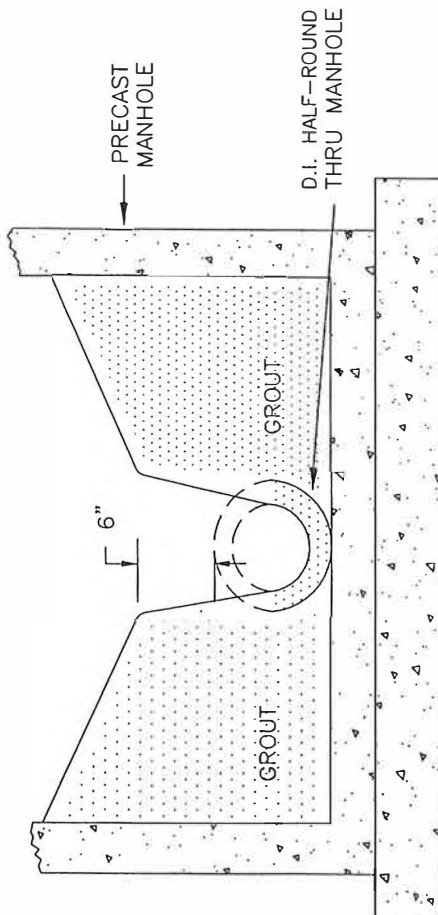


STANDARD DETAIL AND
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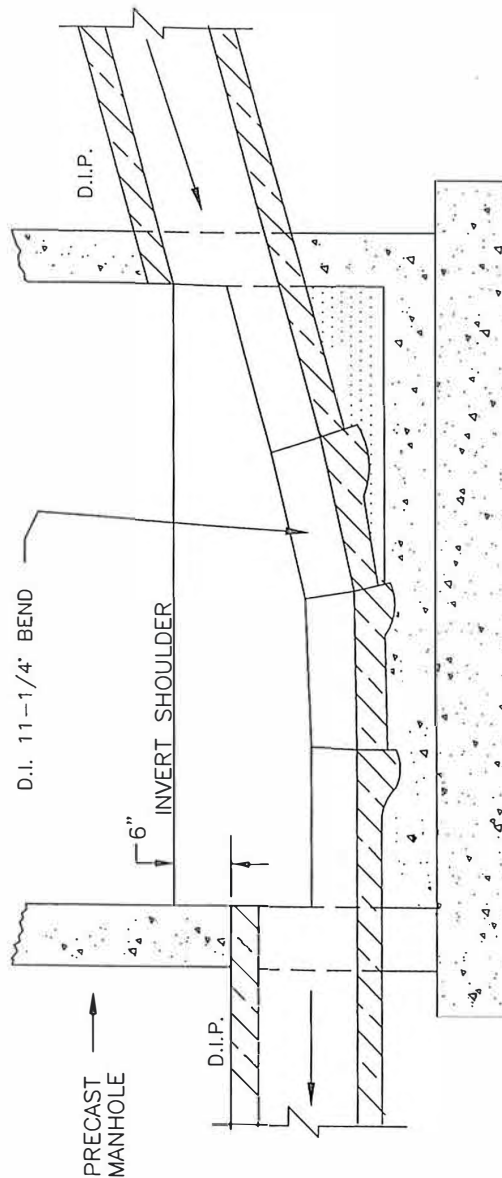
Drawing
0704

Manhole Steps

Date
1/24/2000



TOP HALF OF PIPE
IN MANHOLE CUT OUT



NOTES:

NO HORIZONTAL ALIGNMENT CHANGE
CAN BE MADE WITHIN THIS MANHOLE
TYPE. USE ON GRADES 10% OR GREATER.

EACH JOINT OF PIPE BETWEEN HIGH
VELOCITY MANHOLE & MANHOLE UPGRADE
SHALL HAVE A THRUST COLLAR (SEE STANDARD DETAIL 6.10).

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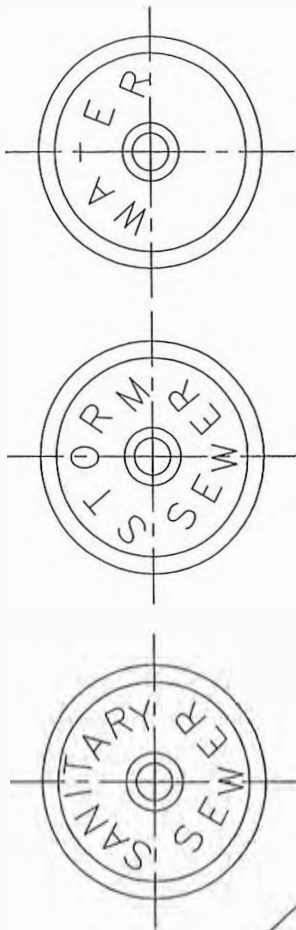


STANDARD DETAIL AND
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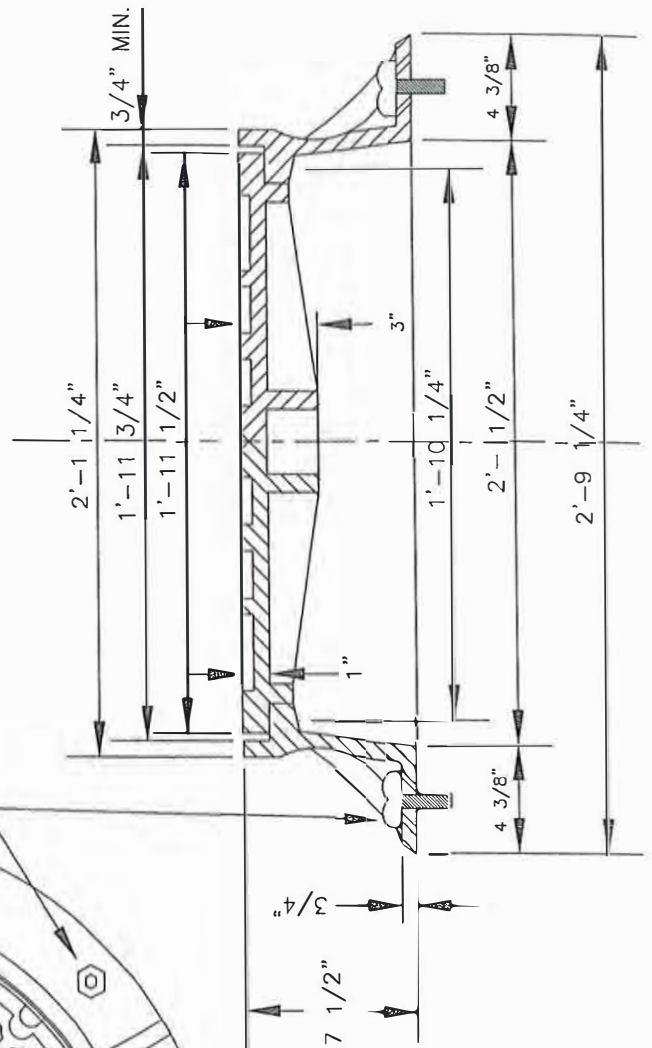
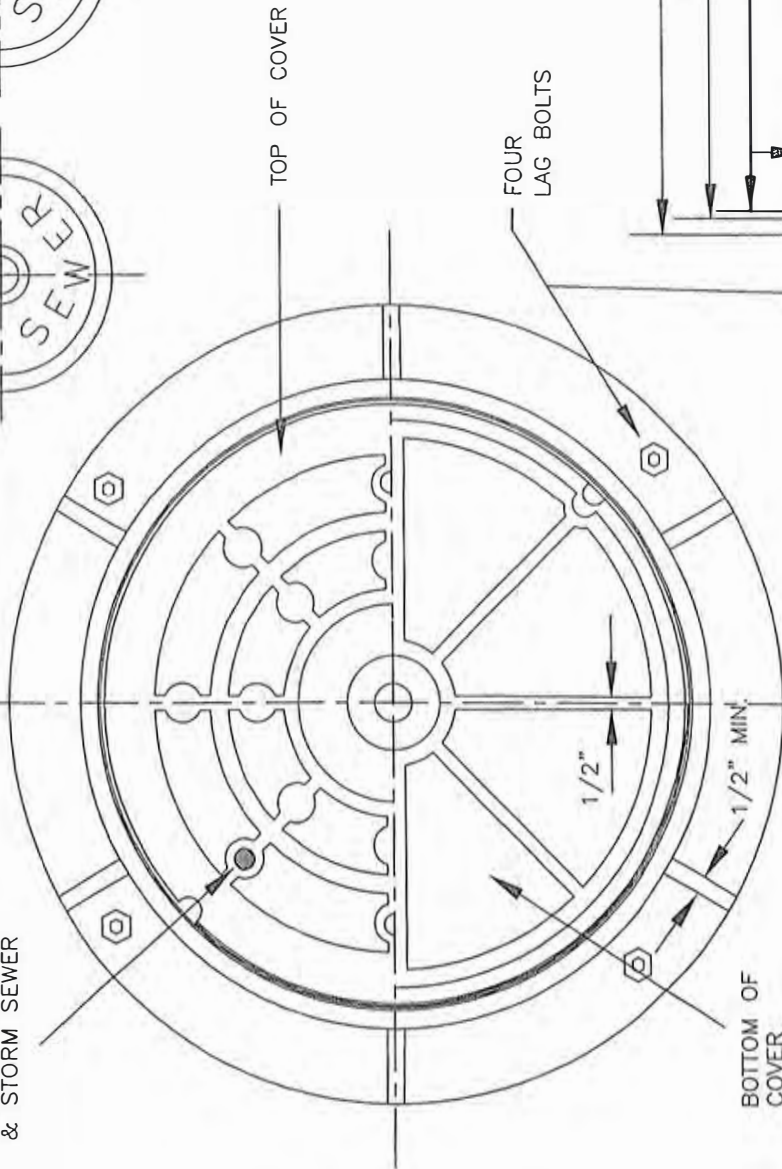
Drawing
0705

Standard High Velocity
Manhole Invert

Date
1/24/2000



TWO 1" DIA HOLES
REQUIRED FOR
ALL TYPES OF
COVERS : WATER
SANITARY SEWER
& STORM SEWER



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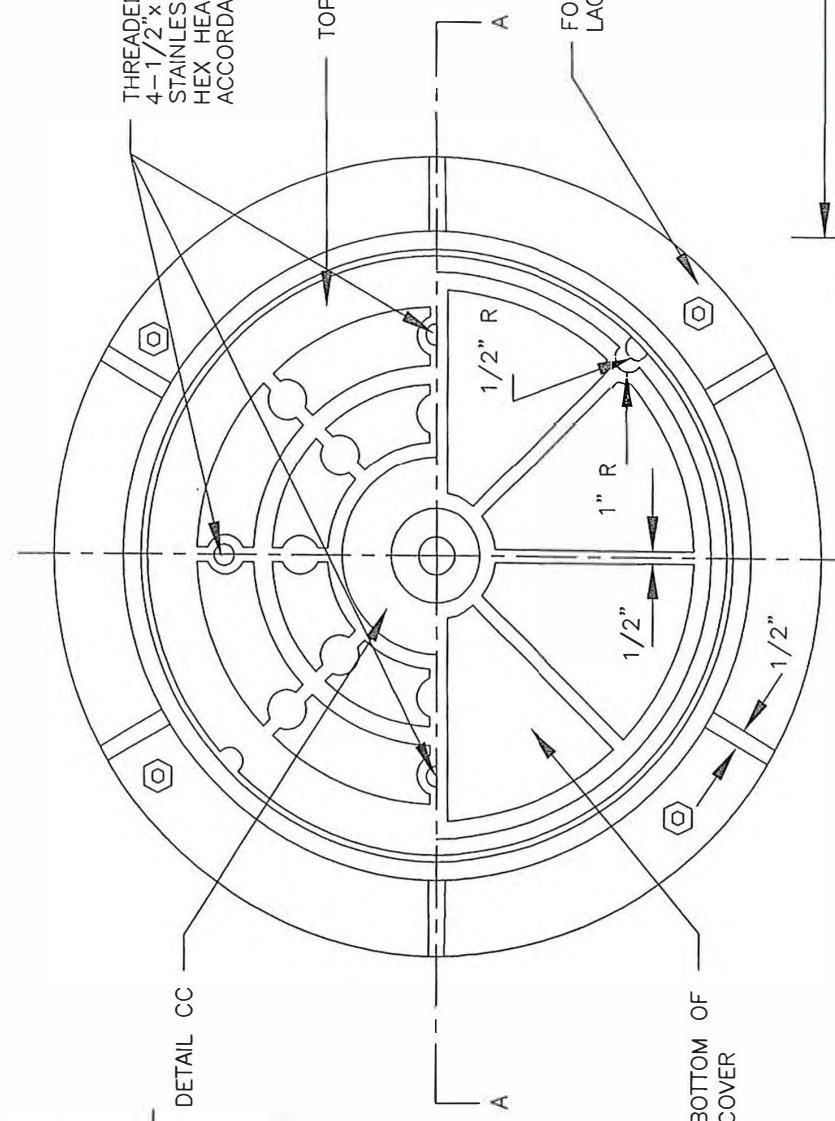


STANDARD DETAIL AND
SPECIFICATIONS MANUAL

Drawing
0706A

Standard Manhole
Ring and Cover

Date
1/19/2000



THREADED HOLES - 4 @ 90° /
4-1/2"x1-3/4"
STAINLESS STEEL (TYPE 316)
HEX HEAD BOLTS IN
ACCORDANCE W/SECTION 7.03

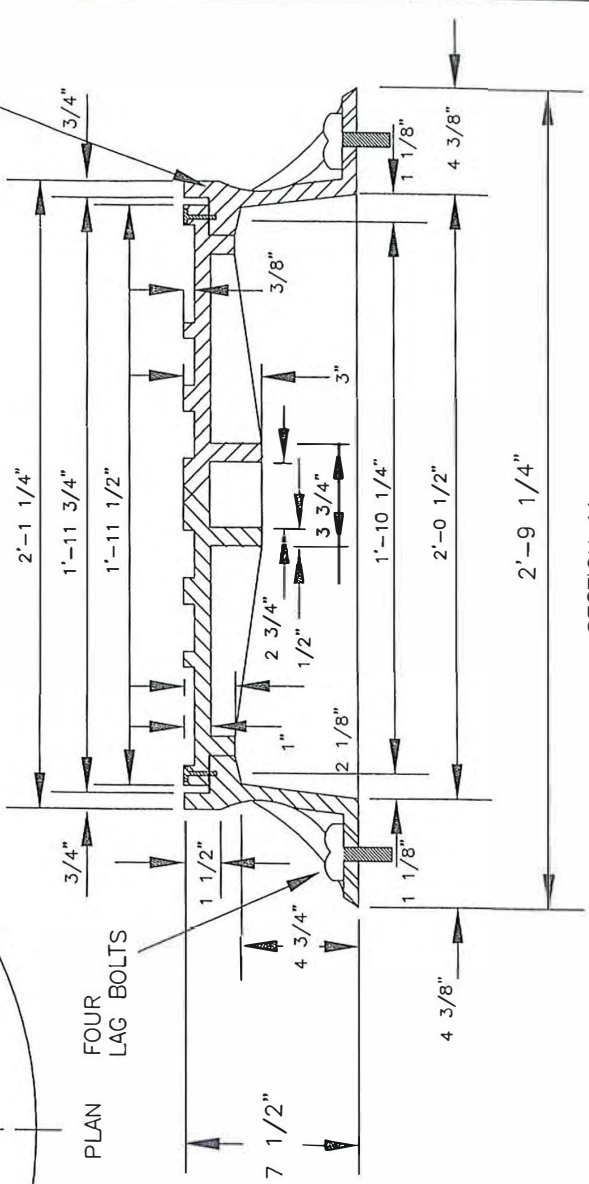
TOP OF COVER

FOUR
LAG BOLTS

BOTTOM OF
COVER

MINIMUM AVERAGE WEIGHT	
RING	190
COVER	120
TOTAL 310	

POLYVINYL GASKET BETWEEN
COVER AND FRAME SEAT



SECTION AA

**SMITHFIELD
NORTH CAROLINA**

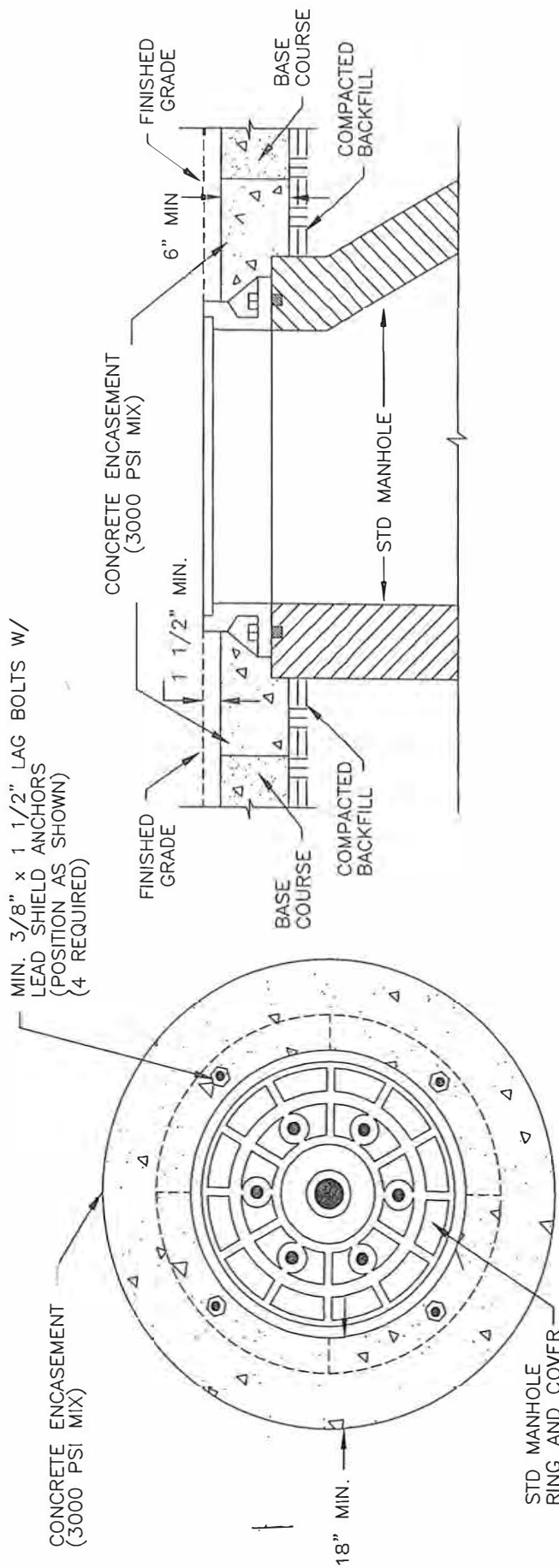


STANDARD DETAIL AND
SPECIFICATIONS MANUAL

Drawing
0706B

Standard Manhole Ring
& Cover for Watertight Manholes

Date
1/19/2000



PLAN

SECTION

NOTES:

MANHOLE RING TO BE BOLTED AS SHOWN
W/ROPE MASTIC SEAL BETWEEN FRAME
& SPACER.

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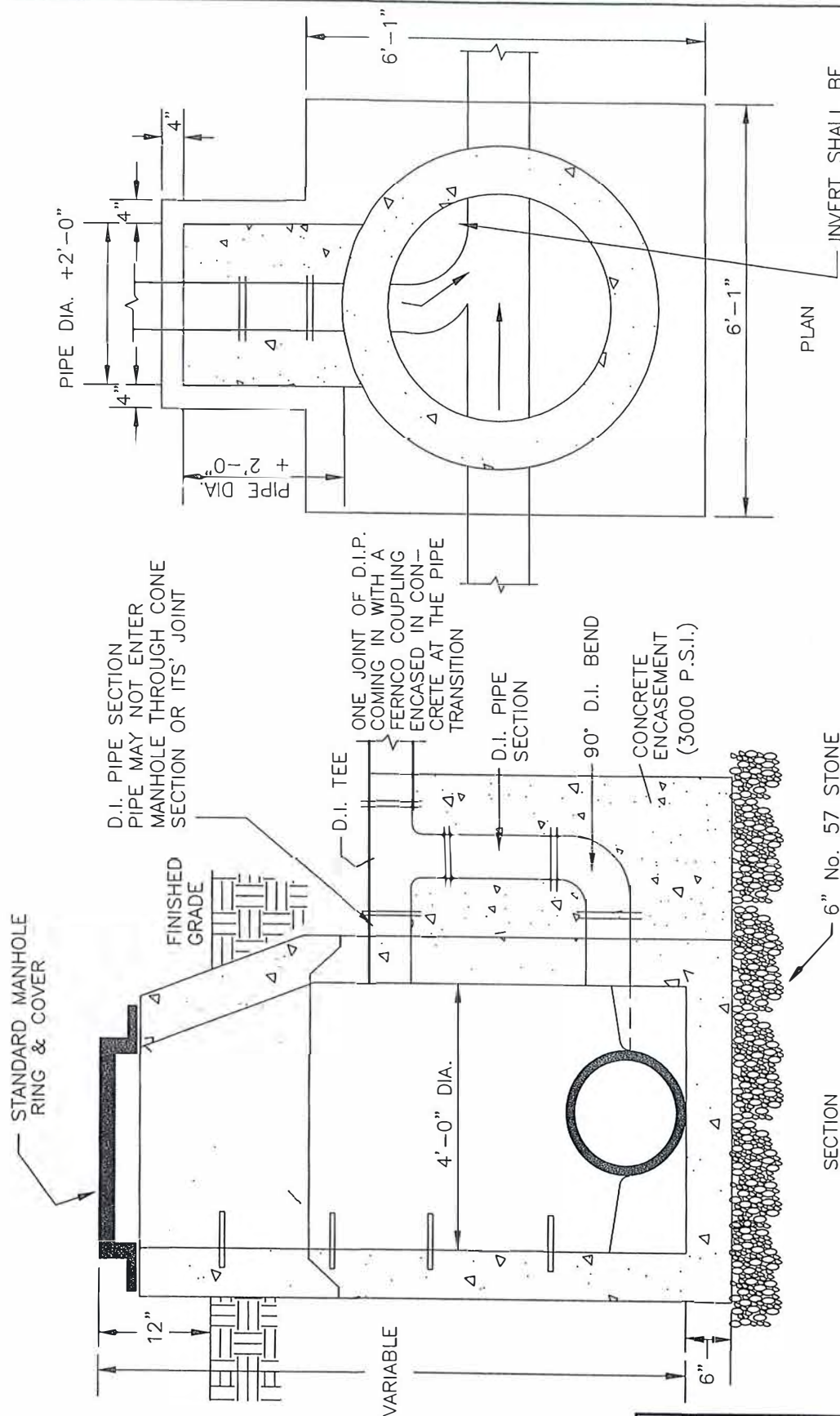


STANDARD DETAIL AND
SPECIFICATIONS MANUAL

Drawing
0707

Standard Manhole Ring
and Cover Encasement

Date
1/19/2000



NOTE TO CONTRACTOR:

TO BE CONSTRUCTED FOR ALL DROPS OVER 30"

P.V.C. OR A.B.S. FITTINGS MAY

BE USED FOR THE DROP IF

THE MAIN LINE IS A.B.S. OR P.V.C.

THE DROP SHALL BE THE SAME AS MAIN LINE MATERIAL

APPROVED PRECAST DROP MANHOLES MAY BE USED

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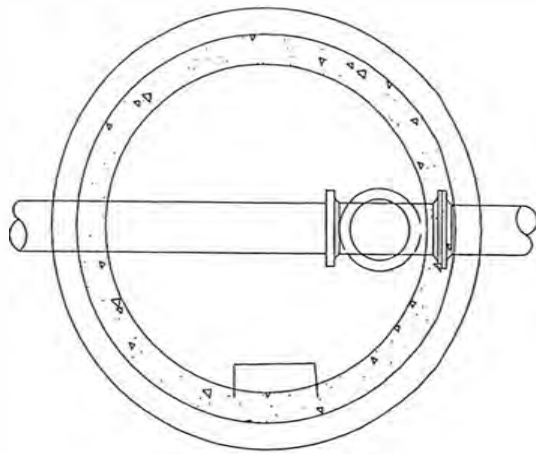


STANDARD DETAIL AND
SPECIFICATIONS MANUAL

Drawing
0708

Standard Outside
Drop Manhole

Date
1/19/2000



NOTES:

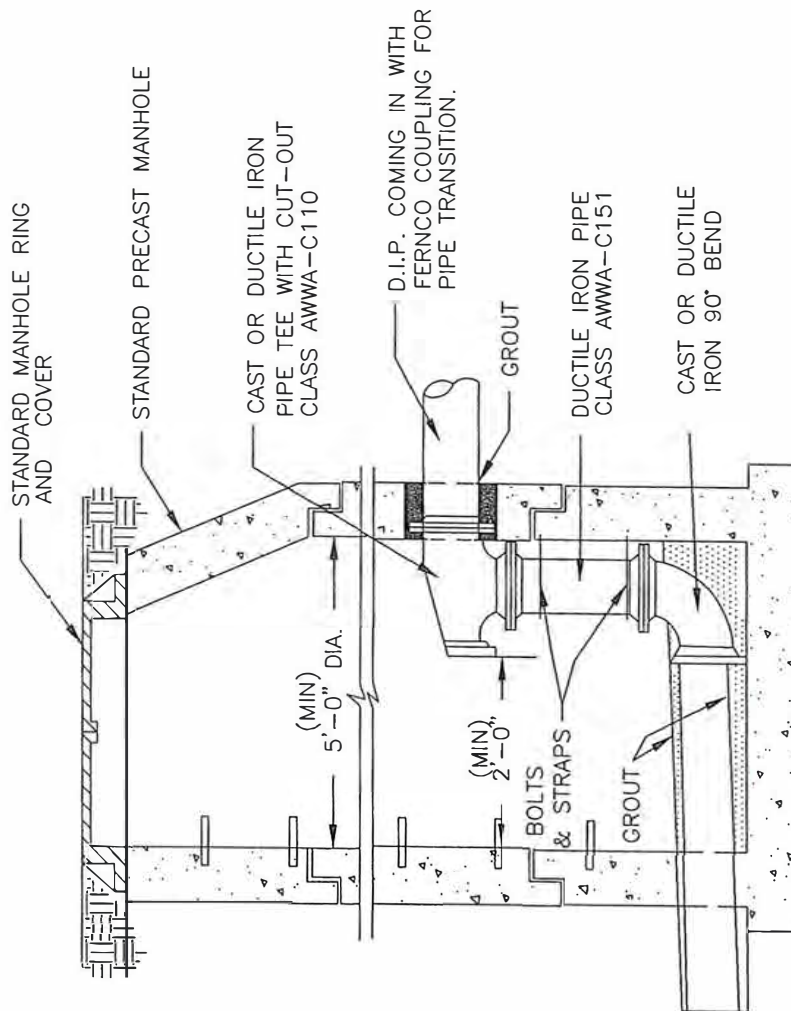
PIPE SIZE FOR DROP TO EQUAL
INFLOW SEWER PIPE SIZE.

MECH. JOINT OR PUSH- ON FITTINGS,
ALL BELL, TO BE USED.

SAW- CUT OR DRILL ALL HOLES
FOR PIPE AND BOLTS.

DROP-MANHOLE MANDATORY WHEN
DIFFERENTIAL BETWEEN INVERTS
IS GREATER THAN 30".

STAINLESS STEEL STRAPS SHALL BE USED ON
ALL DROPS GREATER THAN 5 FEET AT
18 INCH INTERVALS.



SMITHFIELD
NORTH CAROLINA

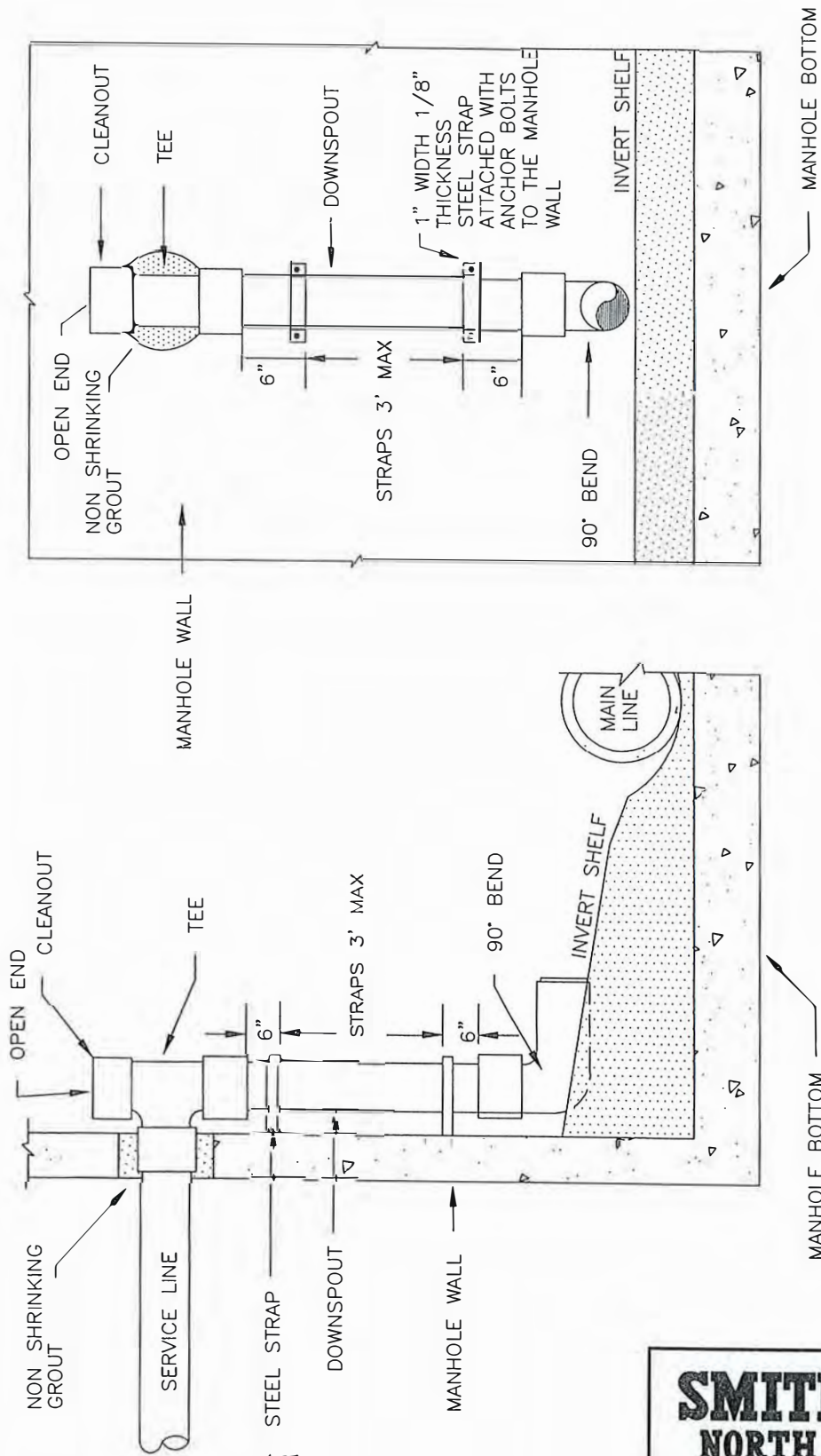


**STANDARD DETAIL AND
SPECIFICATIONS MANUAL**

Drawing
0709

Standard Inside
Drop Manhole

Date
1/19/2000



NOTES:

1. PIPING CONFIGURATION TO BE USED ON ALL DROPS OVER 30".
2. DROPS TO BE CONSTRUCTED OF A.B.S., P.V.C. OR D.I.P. PIPE
3. SERVICE LINE MAY NOT ENTER MANHOLE THROUGH CONE SECTION OR ITS JOINT.
4. THIS DETAIL SHALL NOT BE USED FOR FORCE MAINS.

SMITHFIELD NORTH CAROLINA 	
Standard Inside Drop for Sanitary Sewer Service	Drawing 0710
Date 1/19/2000	

SPECIFICATION TIME (min-sec) REQUIRED FOR PRESSURE DROP FROM 3 1/2 TO 2 1/2 PSIG
WHEN TESTING ONE PIPE DIAMETER ONLY

		PIPE DIAMETER, INCHES									
		4	6	8	10	12	15	18	21	24	
LENGTH OF LINE, FEET	25	0:04	0:10	0:18	0:28	0:40	1:02	1:29	2:01	2:38	
	50	0:09	0:20	0:35	0:55	1:19	2:04	2:58	4:03	5:17	
	75	0:13	0:30	0:53	1:23	1:59	3:06	4:27	6:04	7:55	
	100	0:18	0:40	1:10	1:50	2:38	4:08	5:56	8:05	10:34	
	125	0:22	0:50	1:28	2:18	3:18	5:09	7:26	9:55	11:20	
	150	0:26	0:59	1:46	2:45	3:58	6:11	8:30			
	175	0:31	1:09	2:03	3:13	4:37	7:05				
	200	0:35	1:19	2:21	3:40	5:17					
	225	0:40	1:29	2:38	4:08	5:40				10:25	13:36
	250	0:44	1:39	2:56	4:35					8:31	11:35
	275	0:48	1:49	3:14	4:43					9:21	12:44
	300	0:53	1:59	3:31						10:12	13:53
	350	1:02	2:19	3:47							11:54
	400	1:10	2:38			6:03	9:27				13:36
	450	1:19	2:50					6:48	10:38	15:19	20:50
	500	1:28			5:14			7:34	11:49	17:01	23:09

SMITHFIELD
NORTH CAROLINA

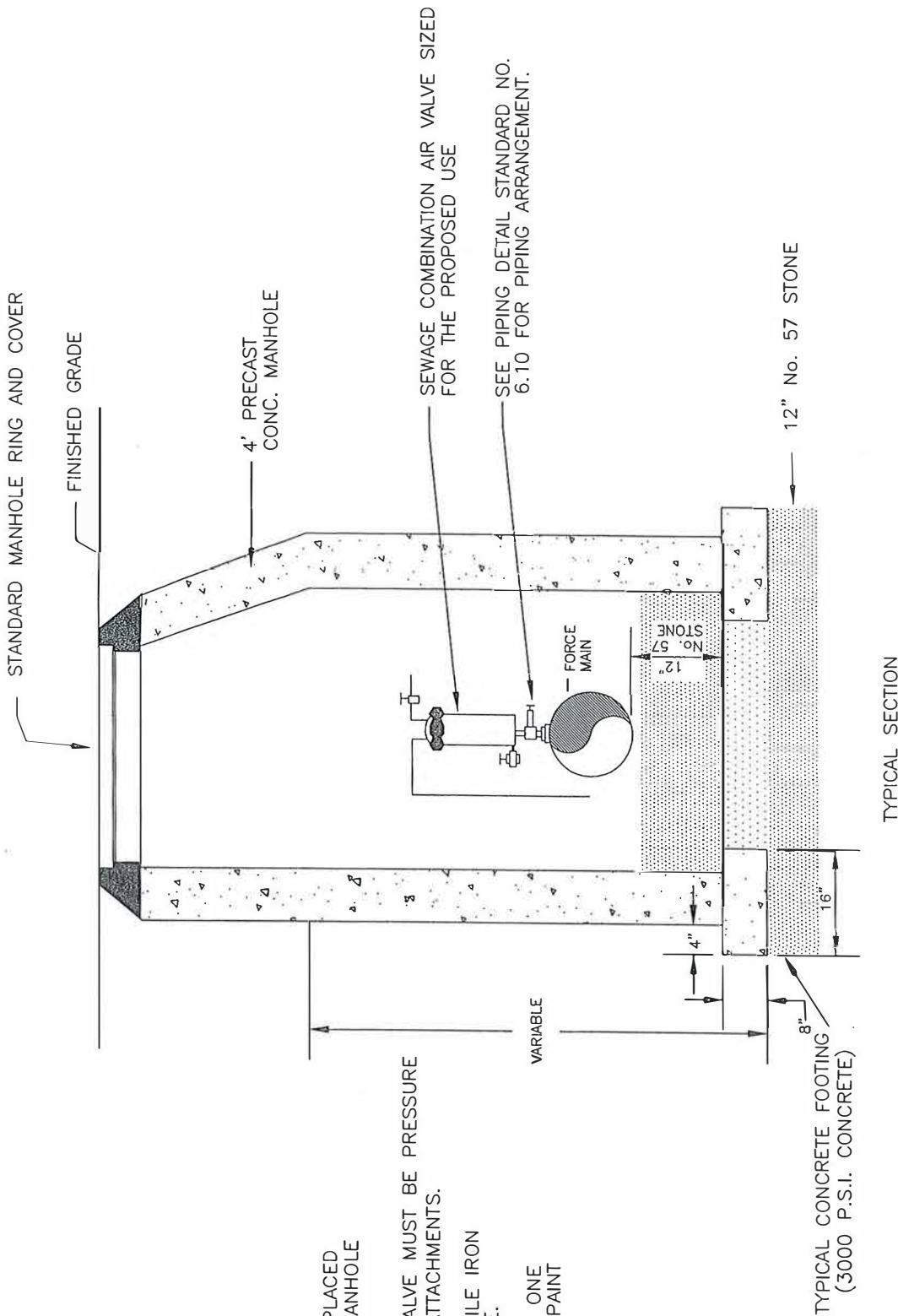


STANDARD DETAIL AND
SPECIFICATIONS MANUAL

Drawing
0711

Standard Air
Test Table

Date
1/19/2000



NOTES

MANHOLE STEPS SHALL BE PLACED 16" O.C. WHEN DEPTH OF MANHOLE EXCEEDS 5 FEET.

SEWAGE COMBINATION AIR VALVE MUST BE PRESSURE VALVE WITH BACKFLUSHING ATTACHMENTS.

FORCE MAIN SHALL BE DUCTILE IRON PIPE THROUGH THE MANHOLE.

MANHOLE TO BE COATED W/ ONE COAT OF BITUMASTIC BLACK PAINT

**SMITHFIELD
NORTH CAROLINA**

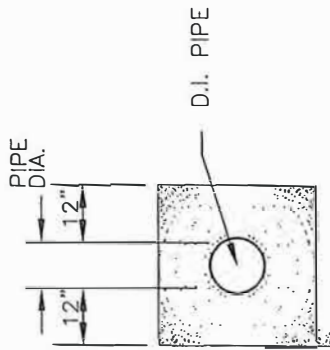
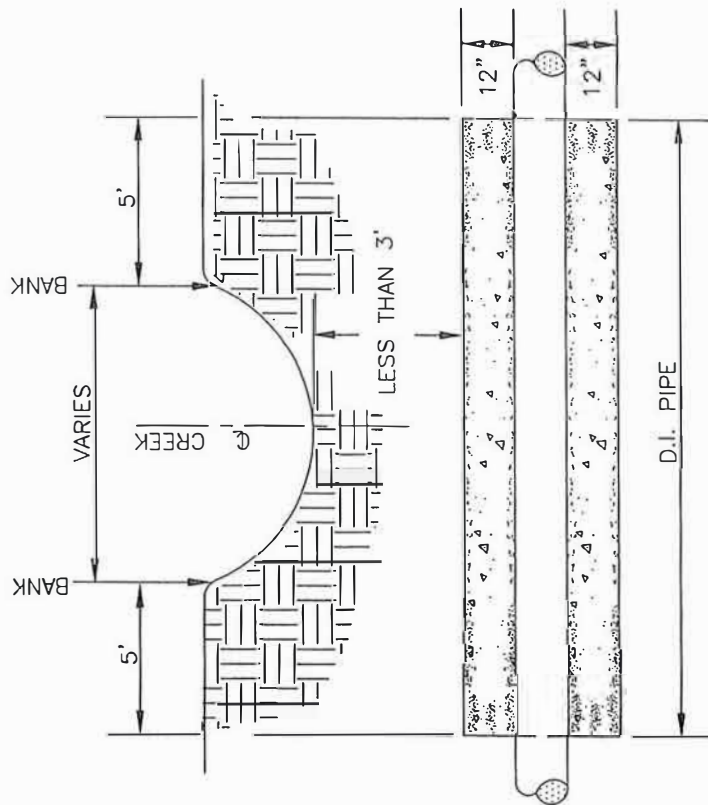


**STANDARD DETAIL AND
SPECIFICATIONS MANUAL**

Drawing
0712

Combination Sewage Air Valve Manhole
(For Sanitary Sewer Force Mains)

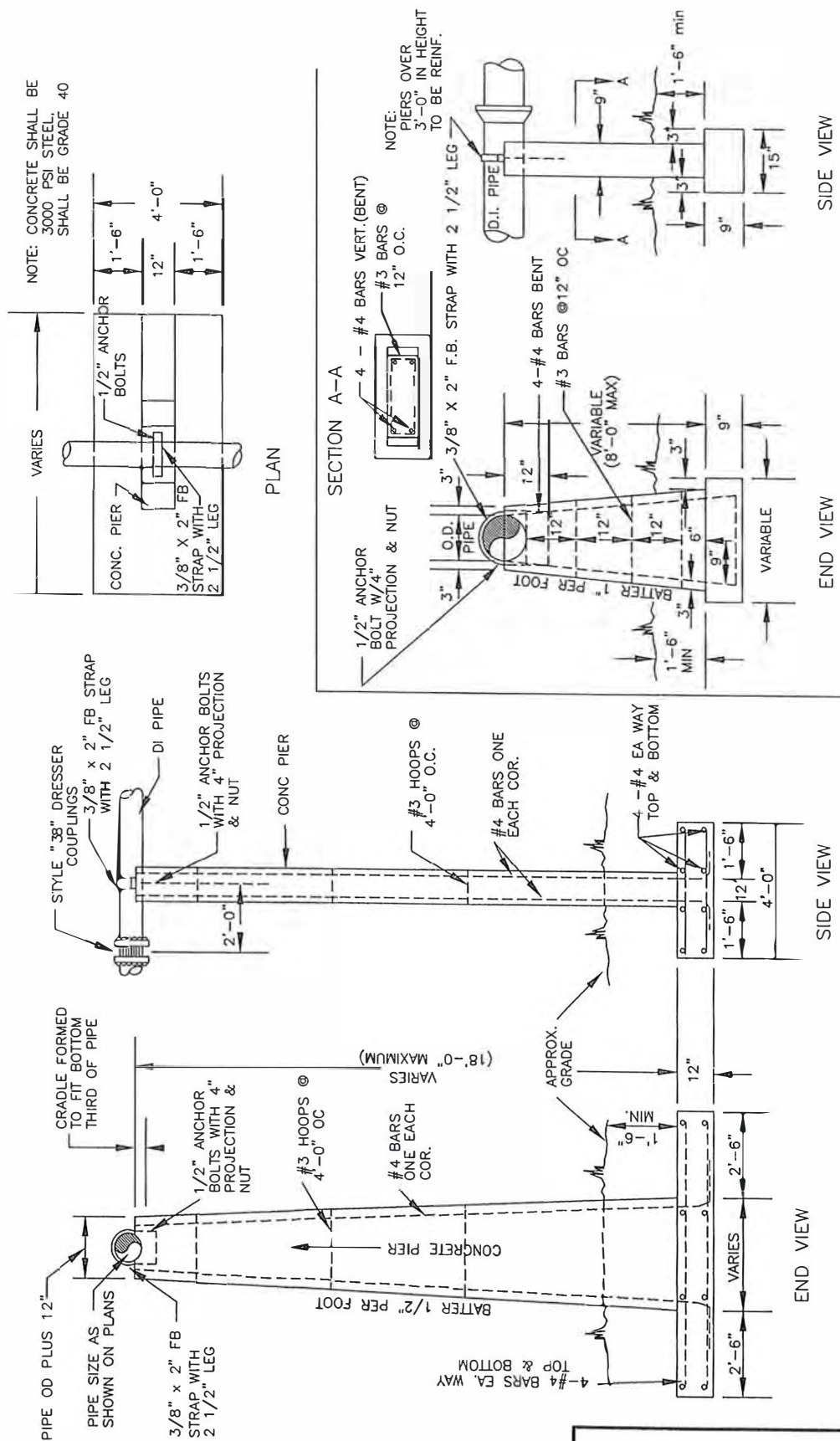
Date
1/19/2000



NOTES:
 CONCRETE SHALL BE 3,000 P.S.I.
 CONCRETE ENCASMENT NOT REQUIRED WHEN PIPE IS AT
 LEAST THREE (3) FEET UNDER Q_c OF CREEK BOTTOM.

CROSS SECTION

END VIEW



TYPE I CONC. PIER FOR EXPOSED PIPE

TYPE II CONC. PIER FOR EXPOSED PIPE

SMITHFIELD
NORTH CAROLINA

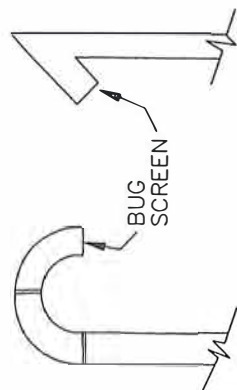


STANDARD DETAIL AND
SPECIFICATIONS MANUAL

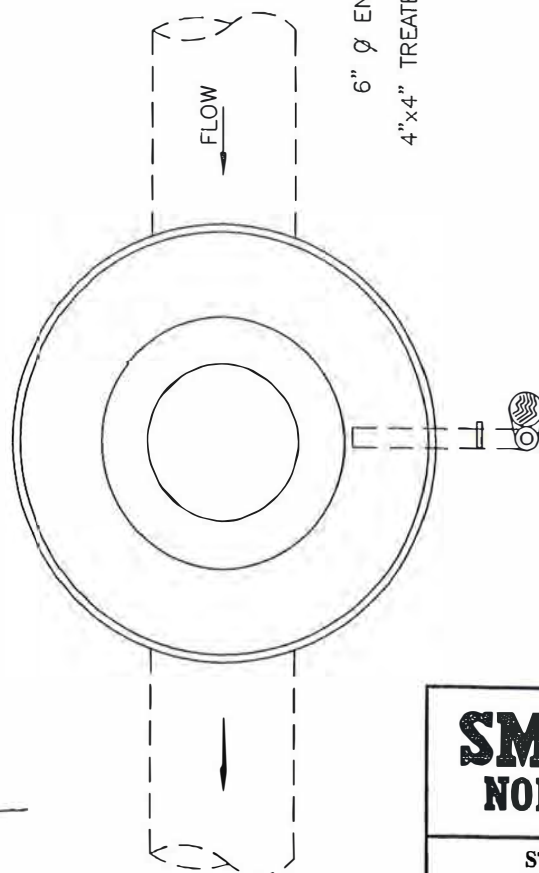
Drawing
0714

Standard Aerial
Crossing

Date
1/19/2000

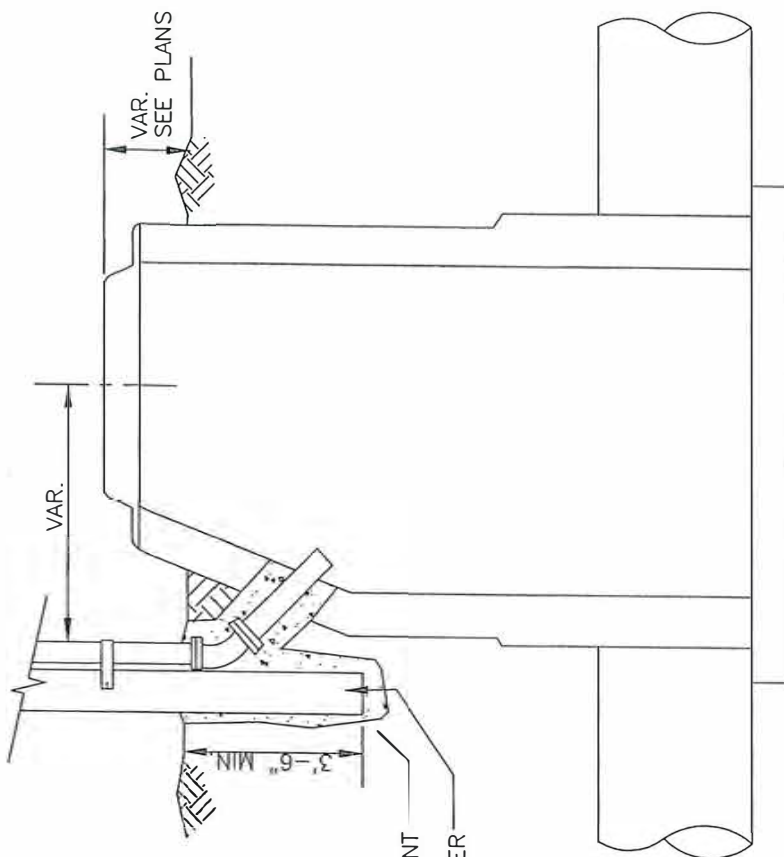


VENT



PLAN

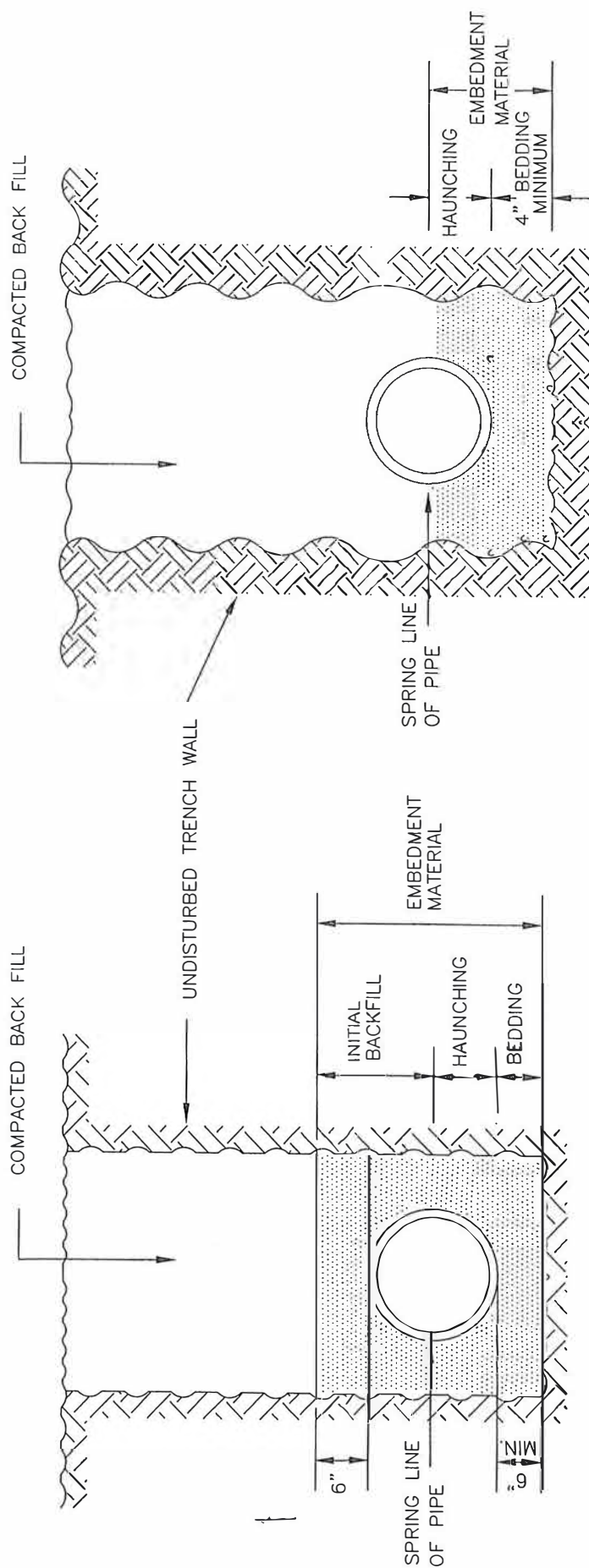
2-2" GALV. STEEL 90° ELBOWS
WITH BUG SCREEN
1"x1/8" GALV. STEEL STRAP
2" GALV. STEEL PIPE



ELEVATION

NOTES:
LOCATION OF VENT PIPE SHALL BE AS DIRECTED
BY THE UTILITY DIRECTOR OR W/S SUPERINTENDENT
WITH WATERTIGHT RING AND COVER VENT TO BE ABOVE
100 YR. FLOOD PLAIN ELEVATION





SPECIAL BEDDING
FOR 14'-20' DEPTHS

STANDARD BEDDING
FOR 3' TO 14' DEPTHS

NOTES:

EMBEDMENT MATERIAL MUST BE CLASS 1
(NO. 67 OR NO. 78M WASHED STONE IS TYPICALLY USED)

EMBEDMENT MATERIAL SHALL BE COMPACTED TO A
MINIMUM OF 90% STANDARD PROCTOR DENSITY FOR
CLASS 1 MATERIAL

REFERENCE SECTION 7.01C FOR EMBEDMENT
MATERIAL SPECIFICATIONS.

ALL SANITARY SEWER LINES OVER 20 FEET IN
DEPTH MUST BE D.I.P.

**SMITHFIELD
NORTH CAROLINA**



**STANDARD DETAIL AND
SPECIFICATIONS MANUAL**

Drawing
0716

Bedding for Flexible & Semi-
Rigid Sanitary Sewer Pipe

Date
1/18/2000

SECTION 7.00 SANITARY SEWER

A. DESIGN

LOCATION

1. ALL PUBLIC SANITARY SEWER MAINS SHALL BE INSTALLED IN DEDICATED STREET RIGHT-OF-WAY OR IN DEDICATED UTILITY EASEMENTS. SANITARY SEWER MAINS INSTALLED IN TOWN OF SMITHFIELD MAINTAINED STREETS SHALL BE LOCATED IN THE CENTER OF THE PAVEMENT. MAINS LOCATED WITHIN NCDOT RIGHT-OF-WAY SHALL BE PLACED OUTSIDE OF PAVEMENT LIMITS, IN ACCORDANCE WITH NCDOT STANDARDS.
 2. MINIMUM WIDTHS OF PUBLIC SANITARY SEWER EASEMENTS SHALL BE 30 FEET FOR ALL MAIN SIZES UP TO 24". FOR SANITARY SEWER MAINS GREATER THAN 24", THE EASEMENT SHALL BE 40 FEET. SEE SECTION 2.10 FOR LANDSCAPE PLANTINGS WITHIN UTILITY EASEMENTS.
 3. SEWER MAINS SHALL BE CENTERED WITHIN THEIR EASEMENTS UNLESS OTHERWISE DETERMINED BY THE TOWN ENGINEER.
 4. PROPOSED SANITARY SEWER PARALLELING A CREEK SHALL BE DESIGNED TO A PROPER DEPTH TO ALLOW LATERAL CONNECTIONS SUCH THAT ALL CREEK CROSSINGS WILL BE BELOW STREAM BED ELEVATION UNLESS APPROVED BY THE TOWN ENGINEER. THE TOP OF THE SEWER MAIN SHALL HAVE AT LEAST THREE (3) FEET OF COVER BETWEEN THE MAIN AND THE STREAM BED. WHEN SUFFICIENT COVER CANNOT BE ACHIEVED, THE SEWER MAIN MUST BE MADE OF DUCTILE IRON PIPE WITH RESTRAINED JOINTS EQUIVALENT TO WATER MAIN STANDARDS. NO CROSSING WILL BE PERMITTED WITH LESS THAN ONE (1) FOOT OF COVER.
 5. SANITARY SEWER MAINS SHALL NOT BE INSTALLED UNDER ANY PART OF WATER IMPOUNDMENT.
 6. THE FOLLOWING MINIMUM SEPARATIONS MUST BE MAINTAINED:
 - a) ANY PRIVATE OR PUBLIC WATER SUPPLY SOURCE - 100 FEET
 - b) ANY OTHER STREAM, LAKE, OR IMPOUNDMENT - 10 FEET
- WHERE THE REQUIRED MINIMUM SEPARATION CANNOT BE MAINTAINED, DUCTILE IRON PIPE WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS MUST BE USED. THE MINIMUM SEPARATIONS SHALL NOT BE LESS THAN 50 FEET FROM A PRIVATE WELL OR A PUBLIC WATER SUPPLY SOURCE.
7. SANITARY SEWER LINES SHALL BE EXTENDED ALONG NATURAL DRAINAGE COURSES TO THE ADJACENT PROPERTY LINES.



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SIZE

1. THE MINIMUM SIZE OF A PUBLIC GRAVITY SANITARY SEWER MAIN SHALL BE 8".
2. MAJOR INTERCEPTORS SHALL BE SIZED IN ACCORDANCE WITH THE MOST CURRENT TOWN OF SMITHFIELD LONG RANGE DEVELOPMENT PLAN. NEW SEWER SYSTEMS SHALL BE SIZED IN ACCORDANCE WITH THE FOLLOWING FLOW FACTORS:

LAND USE	FLOW FACTOR
RESIDENTIAL	120 GAL/BEDROOM (MINIMUM 2 BEDROOMS)
OFFICE & INSTITUTIONAL	0.09 GPD/SQ.FT. BLDG. SPACE
COMMERCIAL	0.12 GPD/SQ.FT. BLDG. SPACE
INDUSTRIAL	0.20 GPD/SQ.FT. BLDG. SPACE

FLOW FACTORS NOT LISTED HEREIN SHALL BE IN ACCORDANCE WITH THE FACTORS RECOMMENDED BY THE NCDEQ.

THESE FIGURES COVER NORMAL INFILTRATION; HOWEVER, AN ADDITIONAL ALLOWANCE SHALL BE MADE WHERE CONDITIONS ARE UNFAVORABLE.

3. FOR EXISTING SEWER SYSTEMS AN ADDITIONAL ALLOWANCE SHALL BE MADE TO THE ABOVE FLOW FACTORS WHERE THE EXISTING FLOW EXCEEDS THESE VALUES AND IMMEDIATE REMEDIAL MEASURES ARE NOT PROPOSED.
4. THE RATIO OF PEAK TO AVERAGE DAILY FLOW SHALL BE 2.5.
5. SANITARY SEWERS SHALL BE DESIGNED TO CARRY THE PROJECTED PEAK FLOW AT NO MORE THAN $\frac{1}{2}$ FULL. THE MINIMUM VELOCITY FOR SANITARY SEWER LINES IS 2.0 FPS.
6. THE MINIMUM GRADES FOR PUBLIC SANITARY SEWER SHALL BE AS FOLLOWS:

MAIN SIZE (IN)	MINIMUM SLOPE (%)
8	0.50
10	0.40
12	0.28
15	0.15
18	0.12
21	0.10
24	0.08
30	0.06

THE MINIMUM SLOPE FOR THE UPPERMOST REACH OF A SANITARY SEWER LINE SHALL BE 1.00%, REGARDLESS OF LINE SIZE.



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7. THE MAXIMUM GRADE FOR SANITARY SEWER SHALL BE 10%". THE MAXIMUM VELOCITY IN SANITARY SEWERS IS 15 FT/SEC. THESE LIMITS MAY BE EXCEEDED WITH THE APPROVAL OF THE TOWN ENGINEER AND THE INCORPORATION OF THE FOLLOWING PROVISIONS:
 - a. ALL SEWERS OF GREATER THAN 10% SLOPE SHALL BE DUCTILE IRON PIPE.
 - b. CONCRETE ANCHORS SHALL BE INSTALLED ON ALL SEWERS OF GREATER THAN 10% SLOPE AT THE FOLLOWING SPACINGS:
 1. NOT OVER 36' CENTER TO CENTER ON GRADES FROM 10% TO 25%
 2. NOT OVER 24' CENTER TO CENTER ON GRADES FROM 25% TO 40%
 3. NOT OVER 16' CENTER TO CENTER ON GRADES OVER 40%
8. SEWER EXTENSIONS SHOULD BE DESIGNED FOR PROJECTED FLOWS.
9. PIPE DIAMETER CHANGES SHALL OCCUR IN A MANHOLE WITH AN INVERT OF THE LARGER PIPE LOWERED SUFFICIENTLY TO MAINTAIN THE SAME ENERGY GRADIENT.
10. ALL RESIDENTIAL SUBDIVISION LOTS SHALL BE SERVED BY GRAVITY SEWER UNLESS OTHERWISE APPROVED BY THE TOWN ENGINEER. IF A PUMP IS APPROVED, IT SHALL BE PRIVATELY MAINTAINED, MUST PUMP INTO A SERVICE CONNECTION PLACED ON THE RESIDENTIAL LOT, AND MUST HAVE A NOTE ON THE RECORDED PLAT INDICATING A PRIVATE PUMP MAY BE REQUIRED TO SERVE THAT LOT WITH SANITARY SEWER SERVICE.

INSTALLATION

1. SANITARY SEWER MAINS SHALL BE DEEP ENOUGH TO SERVE THE ADJOINING PROPERTY AND ALLOW FOR SUFFICIENT SLOPE IN LATERAL LINES. ALL SANITARY SEWER MAINS SHALL HAVE THE FOLLOWING MINIMUM COVERS:
 - a. FOUR (4) FEET FROM THE TOP OF THE PIPE TO THE FINISHED SUBGRADE WHEN UNDER A ROADWAY
 - b. THREE (3) FEET FROM THE TOP OF PIPE TO THE FINISHED GRADE WHEN OUTSIDE A ROADWAY

THE ABOVE REQUIREMENTS MAY BE WAIVED AT THE DIRECTION OF THE TOWN ENGINEER, IN WHICH CASE DUCTILE IRON PIPE SHALL BE INSTALLED.

2. ALL CONSTRUCTION RELATING TO THE UTILITY IMPROVEMENTS WHICH WILL MAINTAINED BY THE TOWN MUST BE PERFORMED BY A CONTRACTOR LICENSED FOR UTILITIES IN THE STATE OF NORTH CAROLINA..
3. SEWER MAINS FROM 14 TO 20 FEET DEEP SHALL REQUIRE SPECIAL BEDDING IN ACCORDANCE WITH STANDARD DETAILS.



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4. SEWERS OVER TWENTY (20) FEET DEEP SHALL REQUIRE DUCTILE IRON PIPE FOR THE ENTIRE RUN BETWEEN MANHOLES.
5. PIPE TRENCH EXCAVATION AND BACKFILLING SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 5.00 OF THESE SPECIFICATIONS.
6. TRANSITIONS OF PIPE MATERIAL SHALL OCCUR ONLY AT MANHOLES.
7. SANITARY SEWERS SHALL BE LAID TEN (10) FEET Laterally edge to edge from existing or proposed water mains unless the top of the sewer main is at least eighteen (18) inches below the bottom of the water main and there is a horizontal separation of at least three (3) feet from the closest edge of the pipe.
8. WHERE SANITARY SEWERS CROSS BENEATH WATER MAINS WITH A VERTICAL SEPARATION OF EIGHTEEN (18) INCHES, OR LESS, OR WHERE WATER MAINS CROSS UNDER SEWER MAINS, THE ENTIRE LEG OF SEWER LINE SHALL BE DUCTILE IRON PIPE. THE WATER LINE PIPE SHALL BE CENTERED AT THE POINT OF CROSSING AND SHALL CROSS SANITARY SEWER LINES AT AN APPROXIMATE NINETY (90) DEGREE ANGLE.
9. SANITARY SEWERS SHALL HAVE THE TOP OF THE PIPE AT LEAST TWELVE (12) INCHES BELOW THE BOTTOM OF THE STORM SEWER PIPE WHEN THE HORIZONTAL SEPARATION BETWEEN THE CLOSEST EDGES OF THE TWO PIPES IS THREE (3) FEET OR LESS. WHERE SANITARY AND STORM SEWERS CROSS WITH A VERTICAL SEPARATION OF LESS THAN TWELVE (12) INCHES THE ENTIRE LEG OF SANITARY SEWER SHALL BE DUCTILE IRON PIPE WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS.
10. THERE SHALL BE A MINIMUM FIVE (5) FOOT HORIZONTAL SEPARATION BETWEEN PARALLEL GRAVITY AND/OR FORCE MAINS.
11. SEWER LINE EASEMENTS SHALL BE GRADED SMOOTH, FREE FROM ROCKS, BOULDERS, ROOTS, STUMPS, AND OTHER DEBRIS AND SEEDED & MULCHED UPON THE COMPLETION OF CONSTRUCTION.
12. THE DOWNSTREAM MANHOLES OF A SANITARY SEWER LINE EXTENSION UNDER CONSTRUCTION SHALL BE PLUGGED TO PREVENT THE INTRUSION OF GROUNDWATER, RUNOFF AND SEDIMENT INTO THE SANITARY SEWER SYSTEM. ALL WATER UPSTREAM OF THE PLUG SHALL BE PUMPED OUT OF THE SANITARY SEWER LINE AND ALL SEDIMENT AND SOLIDS SHALL BE REMOVED AND PROPERLY DISPOSED OF BY THE CONTRACTOR. THE PLUG SHALL NOT BE REMOVED UNTIL THE LINE HAS BEEN INSPECTED BY THE TOWN TO ENSURE THAT ALL POSSIBLE POINTS OF INFLOW AND INFILTRATION HAVE BEEN SECURED.

MANHOLES

1. ALL MANHOLE CONE SECTIONS SHALL BE THE ECCENTRIC TYPE
2. MANHOLES SHALL BE SPACED AT A MAXIMUM DISTANCE OF 400 FEET APART FROM CENTER OF MANHOLE TO CENTER OF MANHOLE.
3. MANHOLES FOR SEWERS UNDER 21 INCHES IN DIAMETER SHALL BE A MINIMUM OF FOUR (4) FEET IN DIAMETER. MANHOLES FOR SEWERS LARGER THAN 21 INCHES IN DIAMETER SHALL BE FIVE (5) FEET IN DIAMETER. MANHOLES WITH INSIDE DROPS SHALL BE A MINIMUM OF FIVE (5) FEET IN DIAMETER.



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4. MANHOLES SHALL BE INSTALLED AT EACH DEFLECTION OF THE LINE AND/OR GRADE. THE FLOW CHANNEL THROUGH MANHOLES SHOULD BE SMOOTH AND SHALL CONFORM TO THE SHAPE AND SLOPE OF THE ENTERING SANITARY SEWER MAIN. CENTERLINE INVERTS OF THE FLOW CHANNEL SHALL BE PROVIDED WITH THE "INVERT IN" ELEVATION COMPUTED AS PER THE ENTERING SEWER LINE SLOPE. THERE SHALL BE A MINIMUM DROP OF 0.2' ACROSS THE MANHOLE TO THE EXITING SEWER LINE, OR "INVERT OUT". ANY DEVIATION FROM THIS DESIGN WILL NEED THE APPROVAL OF THE PUBLIC UTILITIES DIRECTOR.

MANHOLE FLOW PATHS SHALL BE CONSTRUCTED OF SLICK SIDED RED BRICK OR PRECAST CONCRETE. THE INVERT SHALL BE SMOOTH AND UNIFORM IN SHAPE ALONG THE ENTIRE LENGTH. MANHOLES SHALL HAVE A MINIMUM OF FOUR (4) FEET IN DIAMETER, UNLESS THERE IS AN INSIDE DROP. FOR INSIDE DROP MANHOLES, A MINIMUM DIAMETER OF FIVE(5) FEET SHALL BE USED.

FOR INSIDE DROP MANHOLES, THE LAST LEG OF THE INCOMING SEWER MAIN SHALL BE DUCTILE IRON.

5. MANHOLES NOT LOCATED IN ROADWAYS SHALL HAVE A TOP ELEVATION BETWEEN 18" AND 36" ABOVE FINISHED GRADE.
6. MANHOLE TOPS SHALL BE ELEVATED TWO (2) FEET ABOVE THE FUTURE 500-YEAR FLOOD PLAIN, PER NCDEQ REQUIREMENTS, OR SHALL BE EQUIPPED WITH WATERTIGHT FRAMES AND COVERS.
7. MANHOLES LOCATED WITHIN THE 100-YEAR FLOODPLAIN, OR IN AREAS OF HIGH GROUND WATER SHALL BE WATERPROOFED AT THE JOINTS.

B. MATERIALS

MATERIALS TO BE UTILIZED SHALL BE THOSE AS SPECIFIED HEREIN, UNLESS AN APPROVED EQUAL IS AUTHORIZED BY THE PUBLIC UTILITIES DIRECTOR.

EACH LENGTH OF PIPE TO BE USED SHALL HAVE PLAINLY AND PERMANENTLY MARKED THEREON THE FOLLOWING INFORMATION, AS WELL AS, ANY ADDITIONAL INFORMATION SPECIFICALLY NOTED IN THE SECTIONS BELOW:

- a) PIPE CLASS DESIGNATION
- b) MANUFACTURER'S NAME OR TRADEMARK
- c) NOMINAL PIPE SIZE

ALL NEW CONSTRUCTION FOR SEWER MAINS SHALL BE MADE OF EITHER DUCTILE IRON PIPE (DIP) OR POLYVINYL CHLORIDE PIPE (PVC). NO OTHER MATERIAL WILL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE PUBLIC UTILITIES DIRECTOR.



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DUCTILE IRON PIPE (DIP)

DUCTILE IRON PIPE SHALL BE DESIGNED AND MANUFACTURED IN ACCORDANCE WITH AWWA C150 AND C151 FOR A LAYING CONDITION TYPE 2 AND A WORKING PRESSURE AS FOLLOWS:

3" - 12"	350 PSI
15" - 21"	250 PSI
24"	200 PSI
GREATER THAN 24"	150 PSI

PIPE JOINTS SHALL BE OF THE PUSH-ON TYPE AS PER AWWA CIII. PIPE LINING SHALL BE EPOXY COATED PROTECTO 401, OR APPROVED EQUAL, IN ACCORDANCE WITH AWWA C104.

POLYVINYL CHLORIDE PIPE (PVC)

PVC PIPE SHALL BE MADE OF PVC PLASTIC HAVING A CELL CLASSIFICATION OF 12454-B, 12454-C, OR 13364-B WITH MINIMUM TENSILE MODULUS OF 500,000 PSI. PVC PIPE SHALL HAVE INTEGRAL WALL BELL AND SPIGOT JOINTS FOR THE CONVEYANCE OF DOMESTIC SEWAGE. ALL FITTINGS SHALL BE MADE OF PVC PLASTIC. PVC FITTINGS MUST BE MANUFACTURED BY PIPE SUPPLIER, OR APPROVED EQUAL, AND HAVE BELL & SPIGOT CONFIGURATIONS COMPATIBLE WITH THAT OF THE PIPE.

ALL PIPE LESS THAN 18 INCHES IN DIAMETER SHALL HAVE A MAXIMUM STANDARD DIMENSION RATIO (SDR) OF 35. WHERE LAYING CONDITIONS SO WARRANT, AND IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, LOWER SDR VALUES (STRONGER PIPE) MAY BE REQUIRED.

PVC PIPE 18 INCHES IN DIAMETER AND LARGER MUST BE SPIRAL WOUND AS DEFINED IN ASTM F-794, SERIES 46. PIPE STRENGTH SHALL BE EQUAL TO OR EXCEED THAT REQUIRED FOR PIPE LESS THAN 18 INCHES IN SIZE.

INSTALLATION SHALL CONSIST OF CLASS I BEDDING MATERIAL PLACED 4 INCHES BELOW THE PIPE BARREL AND CONTINUING TO A MINIMUM OF THE PIPE SPRING LINE, AS PER ASTM D2321. IN ADDITION, THE INSTALLATION OF PVC PIPE SHALL INCLUDE A METALLIC LOCATION STRIP BURIED IN THE BACKFILL, IN ACCORDANCE WITH STANDARD DETAILS.

C. ADDITIONAL REQUIREMENTS FOR SEMI-RIGID PIPE (PVC)

THE INSTALLATION SHALL SATISFY THE REQUIREMENTS OF THE MANUFACTURER, AND/OR THE FOLLOWING, WHICHEVER IS MORE STRINGENT:

- 1) INSTALLATION OF PVC PIPE SHALL FOLLOW THE RECOMMENDATIONS OF ASTM D-2321 "UNDERGROUND INSTALLATION OF FLEXIBLE THERMOPLASTIC SEWER PIPE". FOR SEMI-RIGID PIPES BEDDING MATERIAL SHALL BE CLASS I. IN ANY AREA WHERE THE PIPE WILL BE INSTALLED BELOW EXISTING OR FUTURE GROUND WATER LEVELS OR WHERE THE TRENCH COULD BE SUBJECT TO UNDULATION, ADDITIONAL CLASS I MATERIAL SHALL BE USED FOR BEDDING. REFER TO STANDARD DETAILS FOR EMBEDMENT REQUIREMENTS.



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- 2) THE MANUFACTURER'S SPECIFICATIONS OR OTHERWISE APPROVED METHOD SHALL BE USED IN DETERMINING THE STIFFNESS CLASS OF THE PIPE TO BE INSTALLED SO AS TO ATTAIN THE REQUIRED DEFLECTION CONTROL. THE CLASS OF THE PIPE MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR.
- 3) THE MAXIMUM ALLOWABLE DEFLECTION AFTER INSTALLATION SHALL BE LESS THAN 3% FOR SEMI-RIGID PIPE. A MANDREL TEST ON TRUSS PIPE SHALL BE REQUIRED IF THE INSPECTOR FINDS A PROBLEM DURING VISUAL INSPECTION. THE MANDREL (GO/NO-GO) DEFLECTION TEST MUST BE PERFORMED ON EACH LINE PRIOR TO ACCEPTANCE, AND NO LESS THAN 30 DAYS AFTER INSTALLATION. THE CONTRACTOR SHALL SUPPLY THE MANDREL USED FOR THIS PERFORMANCE TEST. THE MANDREL DEVICE SHALL BE CYLINDRICAL IN SHAPE HAVING NINE (9) POSSIBLE CONTACT POINTS WITH THE PIPE. THE MANDREL'S LENGTH AND DIAMETER SHALL EQUAL THE DIMENSIONS IN THE FOLLOWING TABLE, AND SHALL BE SUBJECT TO THE INSPECTOR'S APPROVAL.

NOMINAL DIAMETER	MIN. LENGTH	DIA. MANDREL
8"	8"	7.52"
10"	10"	9.45"
12"	10"	11.40"
15"	12"	14.31"

- 4) FOR PVC PIPE, THE PIPE SHALL BE PRODUCED WITH BELL AND SPIGOT END CONSTRUCTION. JOINING SHALL BE ACCOMPLISHED BY RUBBER GASKET, IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION, UNLESS OTHERWISE DIRECTED BY THE PUBLIC UTILITIES DIRECTOR. EACH PIPE LENGTH SHALL BE CLEARLY MARKED WITH INFORMATION INCLUDING PIPE SIZE, PROFILE NUMBER AND CLASS NUMBER.
- 5) A MINIMUM TRENCH WIDTH SHALL BE THREE (3) FEET
- 6) THE BEDDING (6" MINIMUM) AND EMBEDMENT MATERIALS SHALL BE PER ASTM D2321. THE EMBEDMENT MATERIALS SHALL BE INSTALLED FROM TRENCH WALL TO TRENCH WALL AND FROM FOUR (4) INCHES BELOW THE INVERT TO A MINIMUM OF SIX (6) INCHES ABOVE THE CROWN OF THE PIPE.
- 7) THE BEDDING AND EMBEDMENT MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 90% STANDARD PROCTOR DENSITY FOR CLASS I MATERIALS.
- 8) IF HYDRAULIC JACK SHORING IS UTILIZED FOR TRENCH WALLS, WHERE SHORING IS USED, IT SHALL BE KEPT TO THE AREA JUST ABOVE THE TOP OF THE PIPE. THIS WILL ENSURE THE EMBEDMENT MATERIALS AND PIPE WILL NOT BE DISTURBED WHEN REMOVAL IS MADE.

BEDDING AND EMBEDMENT MATERIAL CLASSIFICATIONS SHALL BE DEFINED AS FOLLOWS:

CLASS I – ANGULAR, (1/4 TO 3/4 INCH) GRADED STONE, INCLUDING A NUMBER OF FILL MATERIALS THAT HAVE REGIONAL SIGNIFICANCE SUCH AS CRUSHED STONE AND CRUSHED GRAVEL.

CLASS II – COARSE SANDS AND GRAVEL WITH A MAXIMUM PARTICLE SIZE OF 1/2 INCH, INCLUDING VARIOUSLY GRADED SANDS AND GRAVELS CONTAINING SMALL PERCENTAGES OF FINES, GENERALLY GRANULAR AND NON-COHESIVE, EITHER WET OR DRY. SOIL TYPES GW, GP, SW AND SP ARE INCLUDED IN THIS CLASS.



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CLASS III – FINE SAND AND CLAYEY GRAVELS, INCLUDING FINE SANDS, SAND-CLAY MIXTURES, AND GRAVEL-CLAY MIXTURES, SOIL TYPES GM, GC, SM AND SC ARE INCLUDED IN THIS CLASS.

CLASS IV – SILT, SILTY CLAYS, AND CLAYS, INCLUDING INORGANIC CLAYS AND SILTS OF MEDIUM TO HIGH PLASTICITY AND LIQUID LIMITS. SOIL TYPES MH, ML, CH, AND CL ARE INCLUDED IN THIS CLASS. THESE MATERIALS ARE NOT RECOMMENDED FOR EMBEDMENT.

7.02 FORCE SEWER MAINS

A. MATERIALS

DUCTILE IRON PIPE SHALL BE DESIGNED AND MANUFACTURED IN ACCORDANCE WITH AWWA C150 AND C151 FOR ALL LAYING CONDITION TYPE 2 AND A WORKING PRESSURE AS FOLLOWS:

3" – 12"	350 PSI
14" – 20"	250 PSI
24"	200 PSI
> 24"	150 PSI

PIPE JOINTS SHALL BE PUSH-ON TYPE AS PER AWWA C111. PIPE LINING SHALL BE CEMENT MORTAR WITH A SEAL COAT OF BITUMINOUS MATERIAL, ALL IN ACCORDANCE WITH AWWA C104.

PVC PIPE SHALL MEET THE REQUIREMENTS OF AWWA C900. PIPE SHALL BE CLASS 150, SDR 18, INTEGRAL BELL WITH STRENGTH EQUAL TO THE PIPE WALL, CAST IRON O.C., 18 FOOT LENGTH, WITH A SOLID ELASTOMERIC RING

PVC PIPE FOR FORCE MAINS WITH A DIAMETER OF THREE (3) INCHES OR LESS SHALL BE SDR 21 OF SCHEDULE 40 IN ACCORDANCE WITH ASTM D1785.

PVC PIPE WILL REQUIRE THE INSTALLATION OF A DETECTOR TAPE PLACED A MAXIMUM OF TWO (2) FEET BELOW THE COVERING SURFACE. THE DETECTOR TAPE SHALL BE THREE (3) INCH WIDE TAPE.

PIPE FITTINGS SHALL BE DUCTILE IRON DESIGNED AND MANUFACTURED AS PER AWWA C110. SIZES OF FITTINGS UP TO AND INCLUDING 12 INCH SHALL BE DESIGNED FOR AN INTERNAL PRESSURE OF 250 PSI; LARGER SIZE FITTINGS SHALL BE DESIGNED FOR AN INTERNAL PRESSURE OF 150 PSI. JOINTS FOR FITTINGS SHALL BE MECHANICAL JOINT AND LINED WITH CEMENT MORTAR WITH A SEAL COAT OF BITUMINOUS MATERIAL, ALL IN ACCORDANCE WITH AWWA C104.

B. INSTALLATION

REACTION BLOCKING FOR ALL FITTINGS OR COMPONENTS SUBJECT TO HYDROSTATIC THRUST SHALL BE SECURELY ANCHORED BY THE USE OF CONCRETE THRUST BLOCKS POURED IN PLACE. THE REACTION AREAS ARE SHOWN IN STANDARD DETAILS. NO CONCRETE SHALL INTERFERE WITH THE REMOVAL OF FITTINGS. MATERIAL FOR REACTION BLOCKING SHALL BE 3000 PSI CONCRETE.

FORCE MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF THREE (3) FEET MEASURED FROM THE TOP OF THE PIPE TO THE FINISHED SUBGRADE.



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SEWAGE AIR RELEASE VALVES SHALL BE INSTALLED AT ALL THE HIGH POINTS OF THE FORCE MAINS IN ACCORDANCE WITH THE STANDARDS DETAILS. MANHOLES CONTAINING AIR RELEASE VALVES SHALL RECEIVE AN EPOXY COATING ON THE INSIDE. THE THICKNESS OF THE COATING SHALL BE DETERMINED BY THE PUBLIC UTILITIES DIRECTOR.

SEWER FORCE MAINS SHALL BE INSTALLED IN DEDICATED PUBLIC RIGHTS-OF-WAY OR IN DEDICATED UTILITY EASEMENTS. SEE SECTION 2.10 FOR LANDSCAPE PLANTING REQUIREMENTS WITHIN EASEMENTS. THE EASEMENTS SHALL HAVE THE FOLLOWING DIMENSIONS:

LINE SIZE	MINIMUM EASEMENT WIDTH
12" AND UNDER	30'
OVER 12"	30'

FORCE MAIN VALVES SHALL BE SPACED AT APPROPRIATE INTERVALS AS DETERMINED BY THE PUBLIC UTILITIES DIRECTOR, AND SHALL HAVE BOX CAPS MARKED "SEWER". FORCE MAIN VALVES SHALL BE RESILIENT WEDGE GATE TYPE.

THE RECEIVING MANHOLE FOR A FORCE MAIN SHALL RECEIVE AN INTERIOR EPOXY COATING WITH A THICKNESS OF 10 MILLS. THE FORCE MAIN SHALL DISCHARGE AT THE INVERT OF THE RECEIVING MANHOLE AND SHALL BE AS CLOSE AS POSSIBLE TO 180 DEGREES FROM THE OUTLET PIPE.

FORCE MAINS SHALL BE APPROPRIATELY IDENTIFIED UPON INSTALLATION SO THEY WILL NOT BE CONFUSED WITH POTABLE WATER LINES. THE PIPE MATERIAL SHALL BE DESIGNATED ON EACH JOINT OF PIPE AS "SEWER".

7.03 MANHOLES

MANHOLES SHALL BE PRECAST CONCRETE. ALL MANHOLES SHALL HAVE ECCENTRIC CONE SECTIONS.

PRECAST CONCRETE MANHOLES SHALL MEET ASTM C478 AS TO DESIGN AND MANUFACTURE. THE STANDARD JOINT SHALL BE SEALED WITH A PLASTIC CEMENT PUTTY MEETING FEDERAL SPECIFICATION SS-S-00210, SUCH AS RAM-NEK, OR A BUTYL RUBBER SEALANT. ALL LIFT HOLES MUST BE PLUGGED WITH NON-SHRINKING GROUT AFTER INSTALLATION. FOR PRECAST CONCRETE MANHOLES, SEE STANDARD DETAILS.

MANHOLE FRAMES AND COVERS SHALL BE CAST OR DUCTILE IRON WITH "SANITARY SEWER" STAMPED ON THE COVER AND TWO 1-INCH, PERFORATED HOLES. CASTINGS SHALL BE MACHINED TO GIVE EVEN AND CONTINUOUS BEARING TO THE FULL LENGTH OF THE FRAME. CASTINGS SHALL BE FREE OF POROSITY AND BLOW HOLES, AND SHALL RECEIVE ONE COAT OF EPOXY PAINT. PAINT SHALL BE KEPT OFF OF BOLT THREADS AND SURFACES SHALL BE THOROUGHLY WIRE BRUSHED BEFORE PAINTING. MANHOLE FRAMES SHALL BE BOLTED TO THE MANHOLE. ALL MANHOLE RINGS IN ROADWAYS SHALL BE ENCASED IN A CONCRETE COLLAR EIGHTEEN (18) INCHES BY SIX (6) INCHES OF 3000 PSI CONCRETE BENEATH THE ASPHALT, WITH THE COVER FLUSH TO THE TOP OF THE PAVEMENT, PER STANDARD DETAILS. MANHOLES LOCATED OUTSIDE OF THE PAVEMENT SHALL BE AT LEAST TWELVE (12) INCHES ABOVE THE FINISHED GRADE.



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WATERTIGHT MANHOLE FRAMES AND COVERS SHALL HAVE NEOPRENE GASKET, BRONZE TIGHTENING BOLT, MACHINED BEARING SURFACES AND CHANNEL IRON LOCKING BAR. BOLTS SHALL BE STANDARD HEXAGONAL-HEAD, COUNTERSUNK SUCH THAT WHEN FULLY TIGHTENED BOLT HEAD IS FLUSH WITH THE TOP OF THE COVER. CASTINGS SHALL BE FREE OF POROSITY AND BLOW HOLES, AND SHALL RECEIVE ONE COAT OF EPOXY PAINT. PAINT SHALL BE KEPT OFF OF THE BOLT THREADS AND SURFACES SHALL BE THOROUGHLY WIRE BRUSHED BEFORE PAINTING.

MANHOLE STEPS SHALL BE FURNISHED WITH THE PRECAST SECTIONS. STEPS SHALL BE OF POLYPROPYLENE MATERIAL. REINFORCED WITH A 1/2" REINFORCING ROD. MANHOLE STEPS SHALL BE DESIGNED FOR A VERTICAL LOAD OF 400 POUNDS AND A HORIZONTAL PULL OUT LOAD OF 1,000 POUNDS. STEPS SHALL BE SET SIXTEEN (16) INCHES APART ON CENTER. HOLES FOR THE INSTALLATION OF MANHOLE STEPS SHALL NOT PROJECT THROUGH THE MANHOLE WALL. THERE SHALL BE A MINIMUM OF ONE (1) INCH WALL THICKNESS FORM THE DEEPEST PENETRATION OF THE STEP INSTALLATION HOLE AND THE OUTSIDE WALL. STEPS SHALL BE AT LEAST TEN (10) INCHES CLEAR WIDTH AND SHALL PROJECT AT LEAST FOUR (4) INCHES FROM THE WALL INTO WHICH IT IS EMBEDDED. STEPS SHALL NOT BE LOCATED OVER THE INFLUENT OR EFFLUENT PIPES AND SHALL BE INSTALLED ALONG A VERTICAL MANHOLE WALL FORM THE SHELF TO THE TOP OF THE CONE.

ALL MANHOLES SHALL HAVE 6 INCH, 3,000 PSI CONCRETE BOTTOMS RESTING ON A MINIMUM OF 6 INCHES OF #57 STONE. SEWER MAINS SHALL ENTER AND EXIT RADIALLY THROUGH THE MANHOLES. INVERTS SHALL BE CONSTRUCTED WITH A WIDTH AND HEIGHT EQUAL TO 1/2 THAT OF THE EFFLUENT PIPE AND SHALL BE SO BRUSHED AND TROWELED THAT A MINIMUM ENERGY LOSS OCCURS IN THE MANHOLE. AT EACH INLET AND OUTLET OF LINE EIGHT (8) INCHES, OR GREATER, WASTEWATER LINES ARE TO BE CONNECTED TO THE MANHOLES BY MEANS OF COMPRESSION CONNECTORS (FLEXIBLE SLEEVES) CAST INTO THE MANHOLE SECTION. FLEXIBLE CONNECTORS ARE TO BE MANUFACTURED OF HIGH QUALITY RUBBER OR SYNTHETIC RUBBER AND ALL STRAP CLAMPS OR DRAW BOLTS ARE TO BE MANUFACTURED FROM STAINLESS STEEL.

7.03 SERVICE CONNECTIONS

A. MATERIALS

PVC PIPE SHALL BE SCHEDULE 40 OR GREATER SUPPLIED IN EIGHTEEN (18) FEET LENGTHS. THE PIPE MAY BE JOINED BY ELASTOMERIC GASKETS.

DUCTILE IRON PIPE SHALL BE USED FOR SANITARY SEWER WITH SERVICES WITH LESS THAN THREE (3) FEET OF COVER OR WITH GREATER THAN FIFTEEN (15) FEET OF COVER.

SERVICE SADDLES FOR PVC SERVICES SHALL BE OF THE SAME MATERIAL AS THE MAIN; SOLVENT WELDED AND FASTENED WITH DOUBLE STAINLESS STEEL BANDS AS SHOWN IN THE STANDARD DETAILS.



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B. INSTALLATION

INDIVIDUALLY OWNED STRUCTURES SHALL REQUIRE INDIVIDUAL SEWER TAPS TO PUBLIC SEWER. ALL SERVICE CONNECTIONS TO EXISTING SANITARY SEWER MAINS SHALL BE MADE BY, OR UNDER THE SUPERVISION OF THE TOWN OF SMITHFIELD PUBLIC UTILITIES DEPARTMENT. SERVICE CONNECTIONS TO NEW LINES ARE THE RESPONSIBILITY OF THE DEVELOPER/OWNER AND SHALL BE MADE BY A NORTH CAROLINA LICENSED UTILITY CONTRACTOR. SERVICE TAPS INTO MAINS SHALL BE MADE ON THE TOP QUARTER OF THE MAIN WITH THE WYE SADDLE ANGLED WITH THE DIRECTION OF FLOW IN THE MAIN.

SERVICE LINES BETWEEN THREE (3) AND TWELVE (12) FEET IN DEPTH DO NOT REQUIRE SPECIAL BEDDING. ALL SERVICE LINES BETWEEN TWELVE (12) AND FIFTEEN (15) FEET IN DEPTH SHALL REQUIRE CLASS I BEDDING FORM FOUR (4) INCHES BELOW THE PIPE TO FOUR (4) INCHES ABOVE THE PIPE. SERVICE LINES GREATER THAN FIFTEEN (15) FEET, OR LESS THAN THREE (3) FEET IN DEPTH SHALL BE DUCTILE IRON PIPE.

SERVICE CONNECTIONS TO THE MAIN LINES SHALL BE PERPENDICULAR TO THE MAIN LINE TO THE EDGE OF THE RIGHT-OF-WAY OR EASEMENT LINE. FOUR (4) INCH LINES SHALL HAVE A MINIMUM SLOPE OF 1.0 FT./100 FT. AND SIX (6) INCH LINES SHALL HAVE A MINIMUM SLOPE OF 0.60 FT./100 FT. CLEANOUTS SHALL BE REQUIRED ON ALL SEWER SERVICES WITH A MAXIMUM SPACING OF 75 FEET ON FOUR (4) INCH SERVICES AND 100 FEET ON SIX (6) INCH SERVICES. A CLEANOUT SHALL BE PLACED ON ALL SERVICE LINES AT THE RIGHT-OF-WAY OR AT THE EDGE OF THE EASEMENT. ALL CLEANOUTS SHALL EXTEND A MINIMUM OF SIX (6) INCHES ABOVE FINISHED GRADE OR MEET THE OPTIONAL CLEANOUT METHOD REQUIREMENTS IN ACCORDANCE WITH STANDARD DETAILS. SEWER CLEANOUTS LOCATED IN PAVED AREAS MUST HAVE CAST IRON RISERS, CAST IRON FITTINGS AND BRASS CAPS.

ALL SIX (6) INCH, OR GREATER, SERVICE CONNECTIONS SHALL BE INTO A MANHOLE UNLESS OTHERWISE APPROVED BY THE PUBLIC UTILITIES DIRECTOR.

ALL SERVICE LINES WHICH ARE CONNECTED INTO MANHOLES SHALL BE INSTALLED ON THE MANHOLE BENCH, OR HAVE LESS THAN THIRTY (30) INCHES OF CLEARANCE TO THE INVERT OF THE FLOW LINE. SERVICE LINE CONNECTIONS SHALL NOT BE INSTALLED THROUGH MANHOLE CONE SECTIONS OR AT MANHOLE JOINTS. THE USE OF WYES IN THE LINE IS PREFERRED OVER THE USE OF SERVICE SADDLES.

7.05 TESTING AND INSPECTION

ALL MATERIALS USED MUST HAVE PRELIMINARY INSPECTION BY THE CONSTRUCTION INSPECTOR BEFORE MATERIALS ARE USED FOR THE CONSTRUCTION PURPOSES. REJECTION OF MATERIAL NOT MEETING THESE SPECIFICATIONS WILL BE ORDERED AND SUCH MATERIALS SHALL BE IMMEDIATELY REMOVED FROM THE JOB.

SANITARY SEWER LINES SHALL BE FREE AND CLEAN FROM OBSTRUCTIONS AND SHALL BE VISUALLY INSPECTED FROM EVERY MANHOLE TO ENSURE ALL LINES EXHIBIT A FULLY CIRCULAR PATTERN. LINES WHICH DO NOT EXHIBIT A TRUE LINE AND GRADE OR HAVE STRUCTURAL DEFECTS SHALL BE CORRECTED. SANITARY SEWER SERVICE CONNECTIONS SHALL BE VISUALLY INSPECTED PRIOR TO BACK FILLING.



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THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, AND EQUIPMENT TO PERFORM ALL TESTING TO THE SATISFACTION OF THE CONSTRUCTION INSPECTOR. WATER FOR TESTING WILL BE PROVIDED BY THE TOWN OF SMITHFIELD.

SEE SECTION 7.01C FOR ADDITIONAL TESTING REQUIREMENTS FOR SEMI-RIGID PIPE.

THE LOW-PRESSURE AIR TESTING SHALL BE PERFORMED BEFORE ALL LATERALS OR STUBS ARE INSTALLED ON THE LINE AND AFTER THE MAIN HAS BEEN BACKFILLED TO FINISHED GRADE. PLUGS SHALL BE INSTALLED AT EACH MANHOLE TO SEAL OFF THE TEST SECTION. THE LINE WILL BE PRESSURIZED WITH A SINGLE HOSE AND MONITORED BY A SEPARATE HOSE CONNECTION FORM THE PLUG. AIR THEN SHALL BE SLOWLY INTRODUCED INTO THE SEALED LINE UNTIL THE INTERNAL AIR PRESSURE REACHES 4.0 PSIG. THE AIR PRESSURE SHALL THEN BE ALLOWED TO STABILIZE FOR A MINIMUM OF 2 MINUTES AT NO LESS THAN 3.5 PSIG. WHEN THE PRESSURE REACHES 3.5 PSIG, THE TIME REQUIRED FOR THE PRESSURE TO DROP 1.0 PSI WILL BE OBSERVED AND RECORDED. THE LINE SHALL BE TERMED "ACCEPTABLE" IF THE PRESSURE DOES NOT DROP MORE THAN FOR THE TEST IN THE TOWN OF SMITHFIELD STANDARD DETAILS FOR AIR TEST TABLE.

IF THE SECTION FAILS TO MEET THESE REQUIREMENTS, THE SOURCE OF LEAKAGE SHALL BE DETERMINED AND REPAIRED. THE PIPE SECTION SHALL BE RETESTED AND MEET THE SPECIFIED REQUIREMENTS.

7.06 REPAIR OF SANITARY SEWER LINES

THE REPAIR OF DAMAGED SANITARY SEWER LINES SHALL BE AS FOLLOWS:

VC PIPE – REPLACE DAMAGED SECTION WITH PVC PIPE AND INSTALL A FERNCO COUPLING AT EACH END.

PVC PIPE – REPLACE DAMAGED SECTION WITH PVC PIPE AND INSTALL A FERNCO COUPLING AT EACH END.

DIP PIPE – REPLACE DAMAGED SECTION WITH DIP PIPE AND INSTALL A FERNCO COUPLING AT EACH END.

ALL OTHER TYPES OF PIPE SHALL BE REPLACED FROM MANHOLE TO MANHOLE (ENTIRE RUN) WHEN DAMAGE OCCURS. THE REPLACEMENT PIPE SHALL BE EITHER DIP OR PVC, AS CONDITIONS WARRANT.

ALL REPAIRS TO ABANDONED SANITARY SEWER LINES SHALL BE BACKFILLED WITH ABC STONE (CRUSHER RUN) TO A DENSITY OF 95 PERCENT STANDARD PROCTOR.

7.07 WASTEWATER PUMP STATIONS

SIZING, DESIGN, AND APPROVED MANUFACTURERS OF WASTEWATER PUMP STATIONS WHICH ARE TO BE MAINTAINED BY THE TOWN SHALL BE AS DETERMINED BY THE PUBLIC UTILITIES DIRECTOR. ALL PUMP STATIONS THAT WILL BE PRIVATELY OPERATED AND MAINTAINED MUST MEET THE NORTH CAROLINA BUILDING CODE IN ADDITION TO ANY OTHER SPECIFICATIONS REQUIRED BY THE TOWN.

7.08 STEP SYSTEM

SEPTIC TANK EFFLUENT PUP SYSTEMS SHALL BE APPROVED ON A CASE BY CASE BASIS BY THE PUBLIC UTILITIES DIRECTOR.

END OF SECTION 7.00



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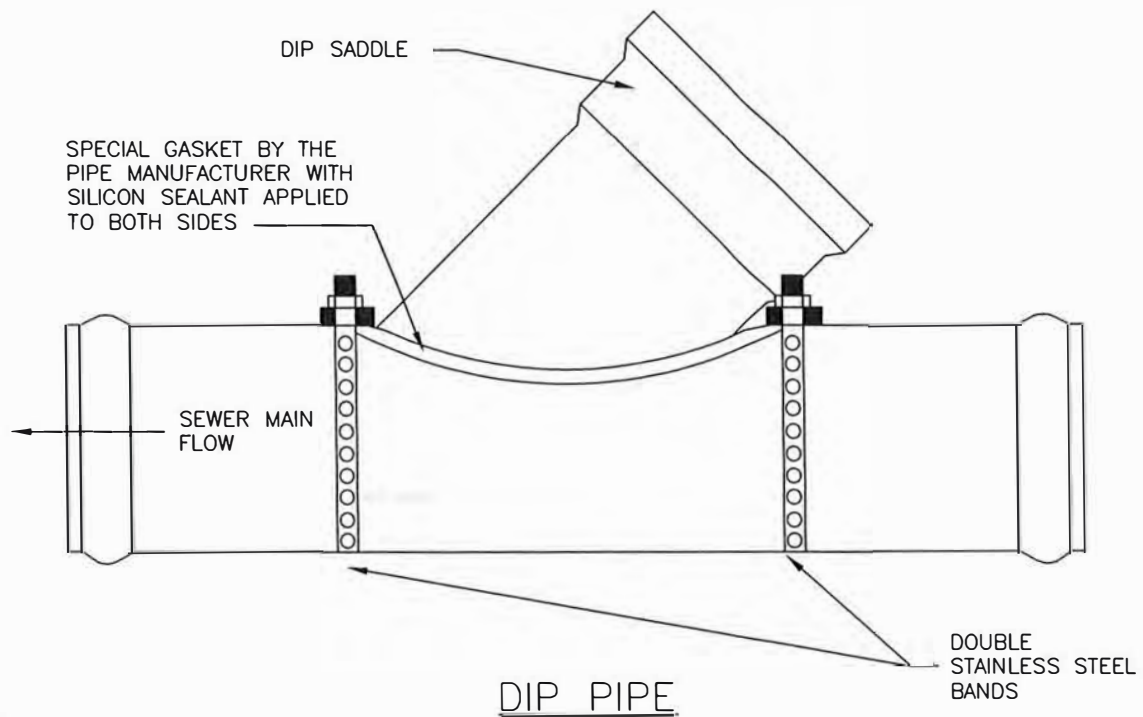
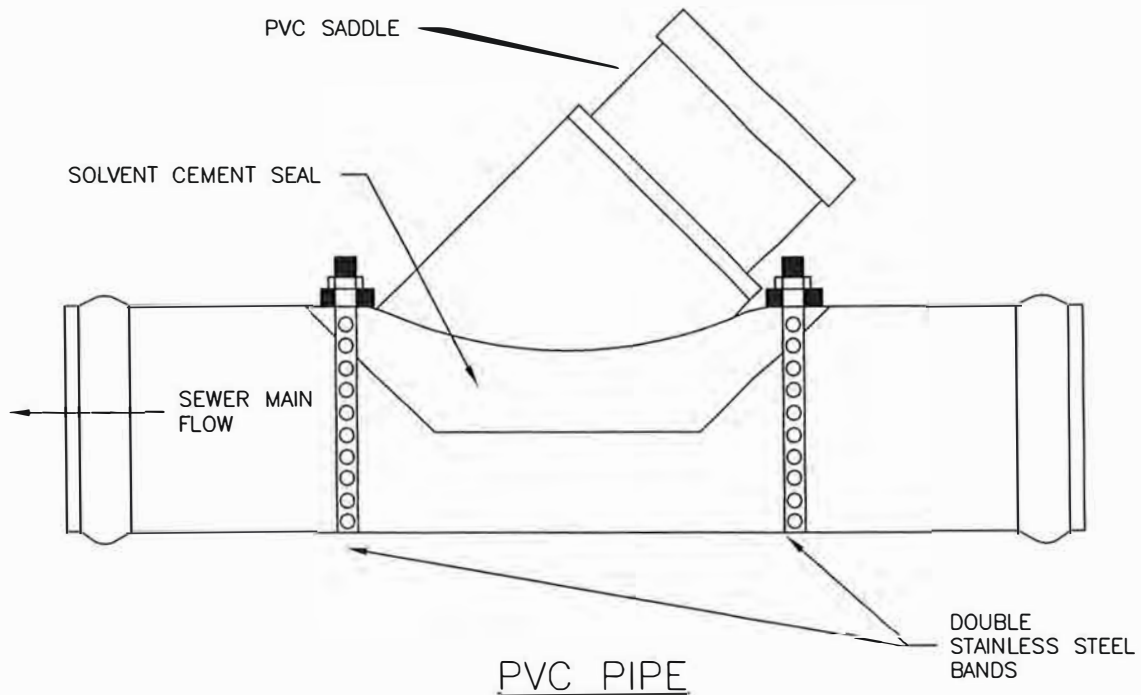
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NOTES:

1. IN LINE WYE'S TO BE USED WHERE POSSIBLE ON NEW CONSTRUCTION AND REPAIR PROJECTS
2. PVC SOLVENT CEMENT SHALL BE USED FOR PVC SADDLES
3. ALL BANDS SHALL BE STAINLESS STEEL



STANDARD LATERAL CONNECTION

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MANHOLE RING AND COVER
(DETAIL# 7.07)

MANHOLE STEP
(DETAIL# 7.04)

STEEL REINFORCEMENT
(SEE NOTE 3)

FLEXIBLE RUBBER
SLEEVE BOOT
(SEE NOTE 5)

SEWER
MAIN

1" PLASTER

SEWER
MAIN

FLOW

RIM NOTES

1. RIM ELEVATIONS SHALL BE AT GRADE IN STREETS & PARKING LOTS.
2. RIM ELEVATIONS ALONG OUTFALLS SHALL BE A MINIMUM OF 3' ABOVE EXISTING GROUND ELEVATION. IF THE OUTFALL IS LOCATED WITHIN THE FLOOD PLAIN, RIM ELEVATIONS SHALL BE 2' ABOVE THE 100-YEAR FLOOD ELEVATION (WHILE STILL MAINTAINING THE 3' ABOVE THE EXISTING GROUND ELEVATION MINIMUM REQUIREMENT). THE 100-YEAR FLOOD ELEVATION SHALL BE NOTED ON THE CONSTRUCTION DRAWINGS.

GENERAL NOTES

1. ALL PRE CAST CONCRETE MANHOLES SHALL CONFORM TO THE LATEST REVISION OF ASTM C478.
2. CONCRETE SHALL BE 4000 PSI AT 28 DAYS MINIMUM.
3. STEEL REINFORCEMENT SHALL BE GRADE 40 BILLET STEEL CONFORMING TO THE LATEST REVISION OF ASTM-A-185 FOR WALL REINFORCEMENT, AND THE LATEST REVISION OF ASTM-A615 FOR THE BASE REINFORCEMENT.
4. STANDARD JOINTS SHALL BE; SEALED WITH PUTTY TYPE PLASTIC CEMENT PER FED. SPEC. SS-C-153 OR AN O-RING TYPE JOINT CONFORMING TO THE LATEST REVISION OF ASTM-C443.
5. MANHOLE INLETS AND OUTLETS SHALL BE CAST IN PLACE FLEXIBLE RUBBER SLEEVES BOOTS PER THE LATEST REVISION OF ASTM-C923.
6. INVERTS TO BE CONSTRUCTED OF BRICK WITH A CONCRETE BENCH (DETAIL# 07.xx).
7. THE MAXIMUM SEPARATION OR INVERT IN TO INVERT OUT WITHIN A MANHOLE IS 0.50 FEET.
8. MANHOLES GREATER THAN 18 FEET IN DEPTH SHALL HAVE AN INSIDE DIAMETER OF 5'-0". FOR SANITARY SEWER MAINS GREATER THAN EIGHTEEN INCHES (18") IN DIAMETER, MANHOLES SHALL BE A MINIMUM OF 5'-0" IN DIAMETER.



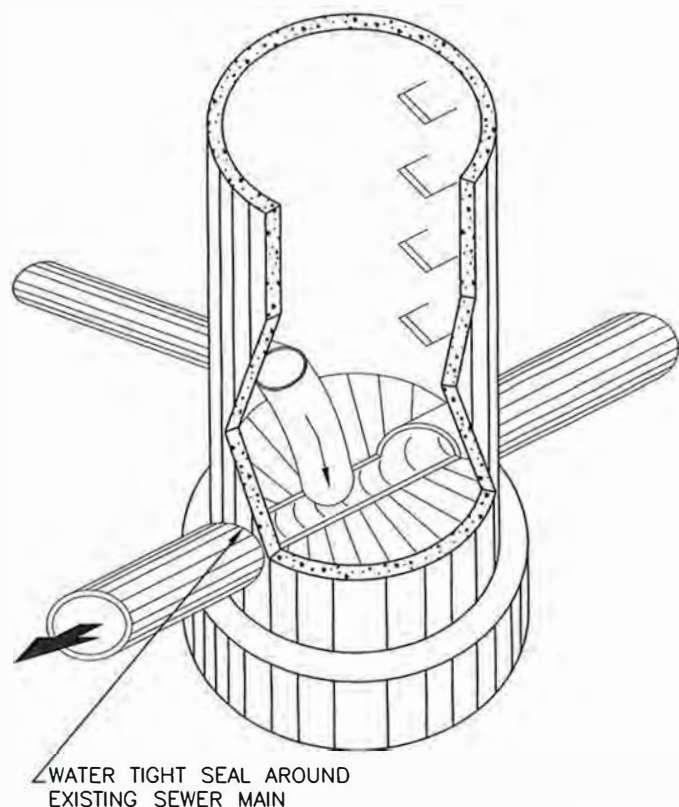
STANDARD SANITARY SEWER MANHOLE

SMITHFIELD, NORTH CAROLINA
PUBLIC UTILITIES

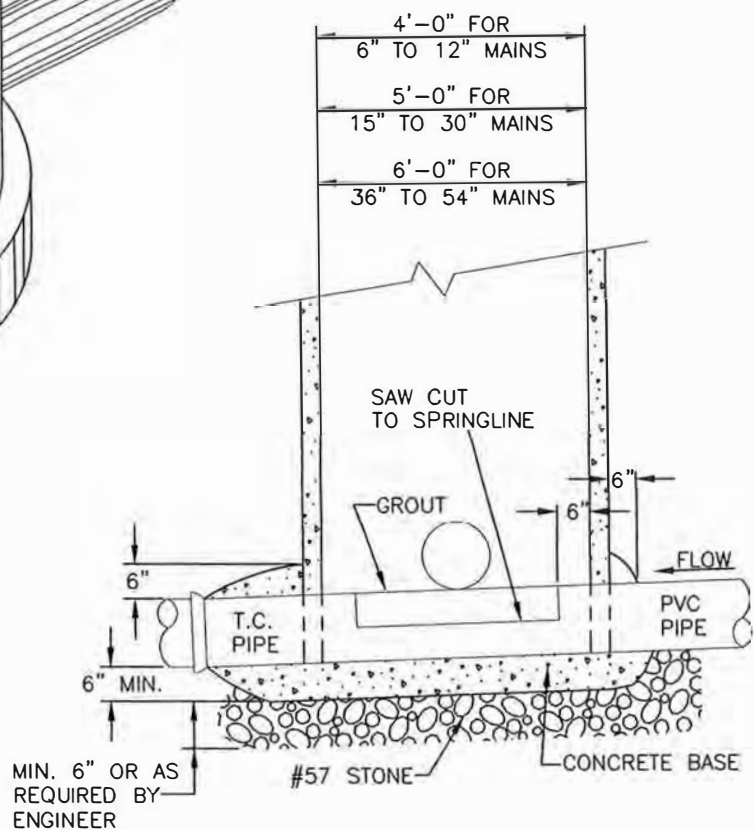
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ISOMETRIC VIEW



CROSS-SECTION

NOTES:

1. MANHOLE TO BE SET ON CONCRETE BASE AND BASE TO BE ONE POUR.
2. FOR VITRIFIED CLAY PIPE, CONCRETE SHALL BE POURED TO NEXT EXISTING JOINT (BOTH SIDES OF MANHOLE).
3. PIPE OPENING SHALL BE PRECAST BY MANUFACTURER.
4. FLOW SHALL BE MAINTAINED DURING CONSTRUCTION.
5. MINIMUM OF 4000 PSI CONCRETE REQUIRED.
6. THE CONTRACTOR SHALL PROVIDE A MINIMUM 6" COMPACTED #57 STONE BASE.
7. INVERT TO BE BUILT FROM PROPOSED PIPE TO EFFLUENT PIPE, ACCORDING TO DETAIL ON INVERTS.



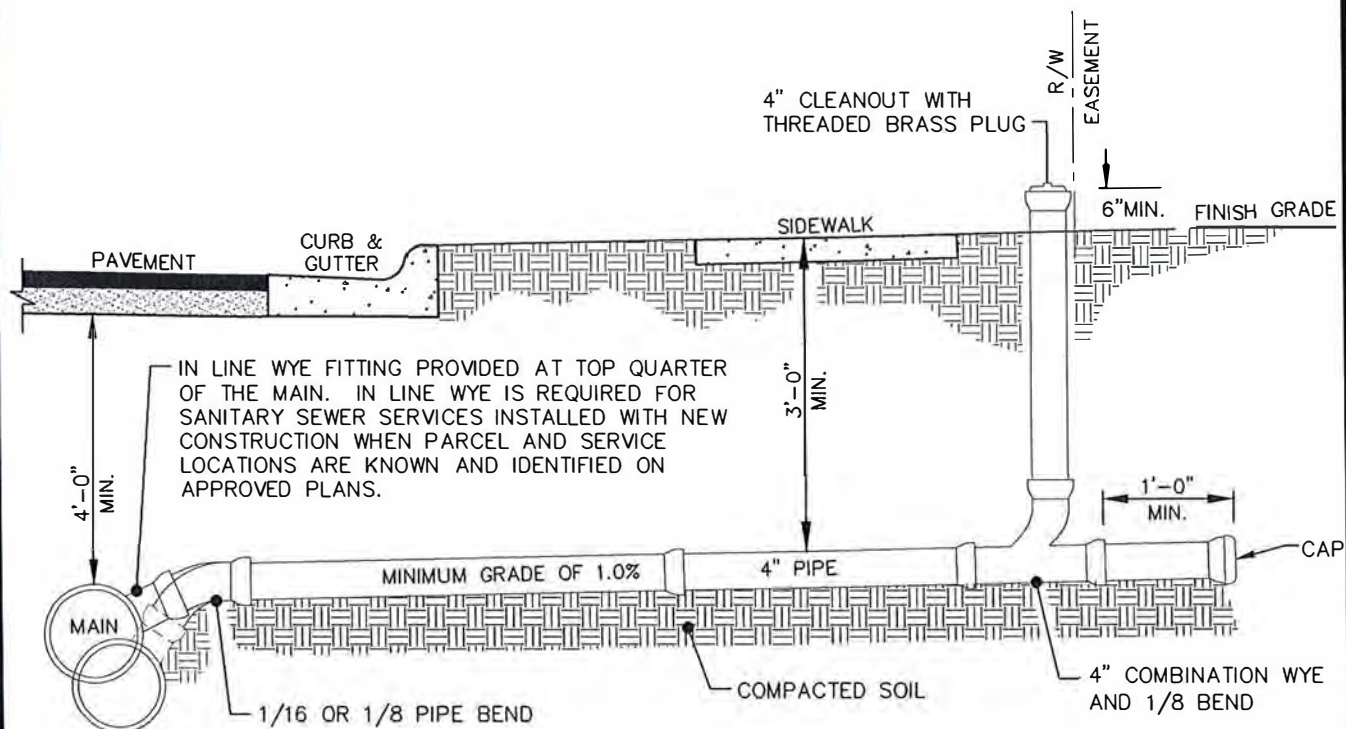
DOGHOUSE MANHOLE INSTALLED
OVER EXISTING SEWER MAIN

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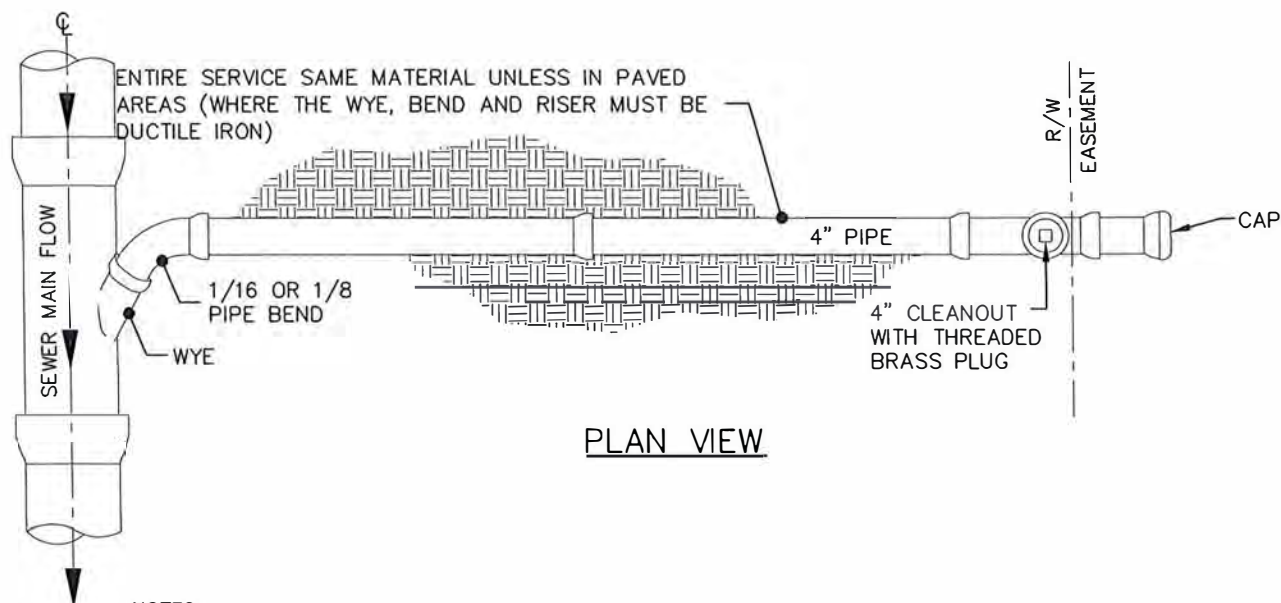
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SECTION VIEW



PLAN VIEW

NOTES:

1. CLEANOUT SHALL BE PLACED AT RIGHT-OF-WAY OR EDGE OF EASEMENT.
2. DO NOT INSTALL CLEANOUT INSIDE A FENCE.
3. CONNECTIONS TO 15 INCH OUTFALLS AND GREATER MUST BE MADE INTO MANHOLE.
4. MARKING TAPE SHALL BE INSTALLED FOR ALL SERVICE CONNECTIONS FROM THE MAIN LINE TO THE CLEANOUT FOR ALL NEW CONSTRUCTION OR RETROFIT INSTALLATIONS USING OPEN TRENCH METHODS.



STANDARD SANITARY SEWER
TAP AND SERVICE

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DETAIL C-C

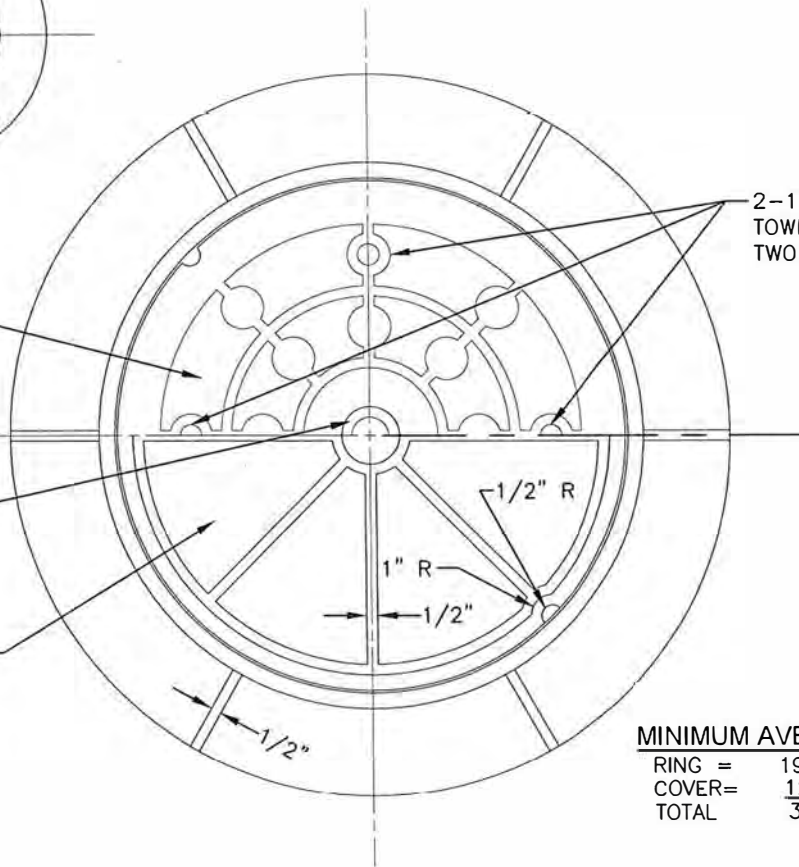
SOLID COVER MAY BE REQUIRED
DEPENDING ON FIELD CONDITIONS

TOP OF COVER

SEE DETAIL C-C

BOTTOM OF COVER

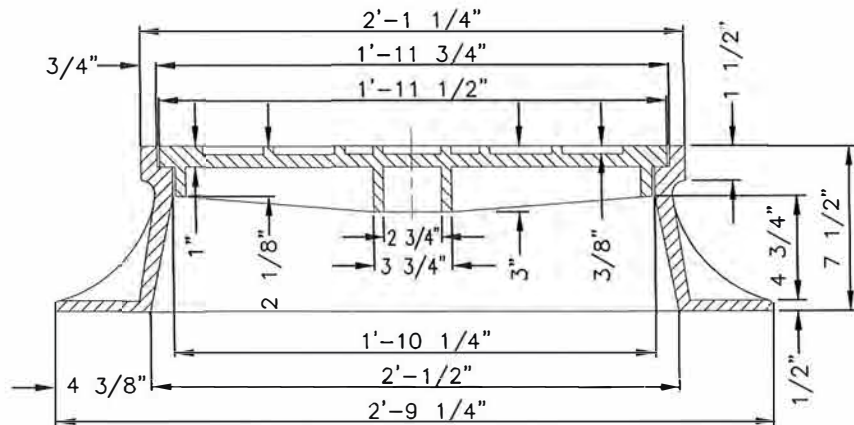
2-1" HOLE
TOWN OF SMITHFIELD:
TWO (2) HOLES ONLY



PLAN

MINIMUM AVERAGE WEIGHTS

RING =	190lbs.
COVER=	120lbs.
TOTAL	310lbs.



SECTION

PROVIDE MANHOLE INSERTS MANUFACTURED FROM HIGH DENSITY POLYETHYLENE, MEETING THE REQUIREMENTS OF ASTM D-1248, CLASS A, CATEGORY 5, TYPE III. INSERTS SHALL BE EQUIPPED WITH 1 GAS RELIEF VALVE, 1 VACUUM RELIEF VALVE, A CROSS-LINKED POLYETHYLENE GASKET AND ONE HEAVY WEIGHT POLYPROPYLENE LIFTING STRAP.



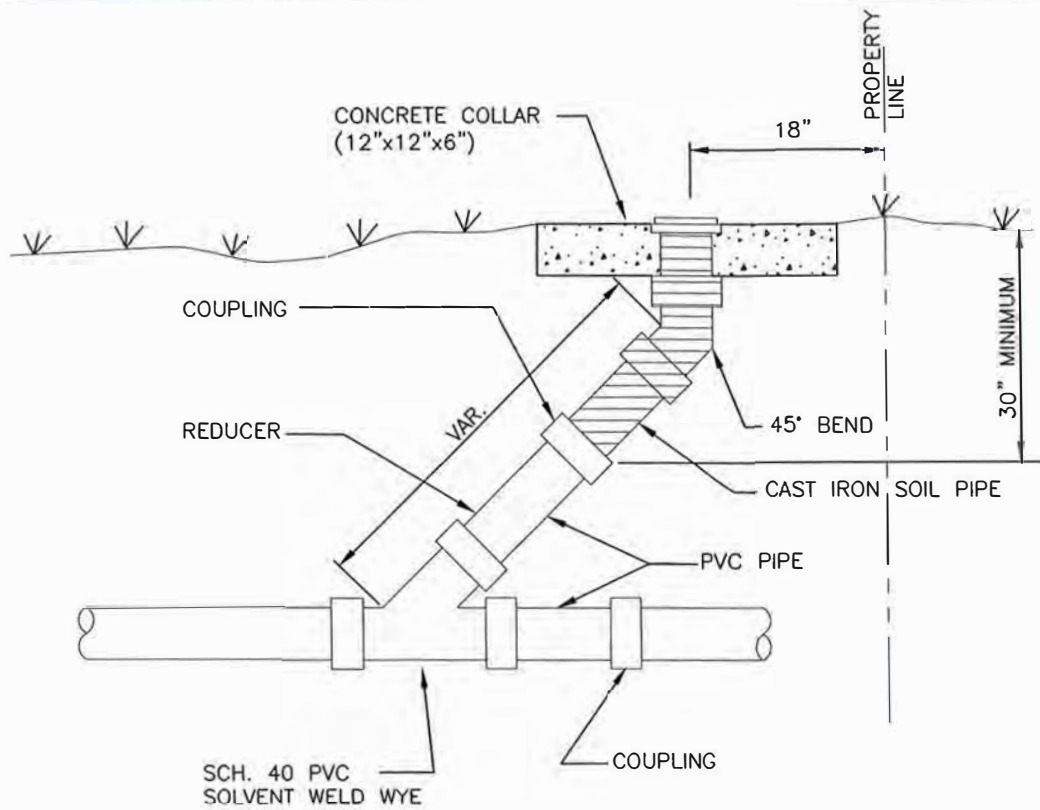
STANDARD MANHOLE
RING & COVER

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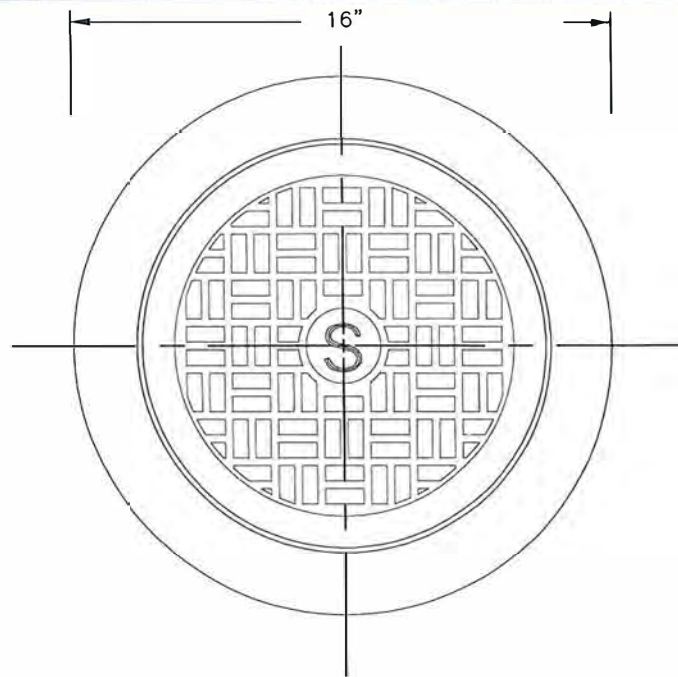
STANDARD CLEAN OUT

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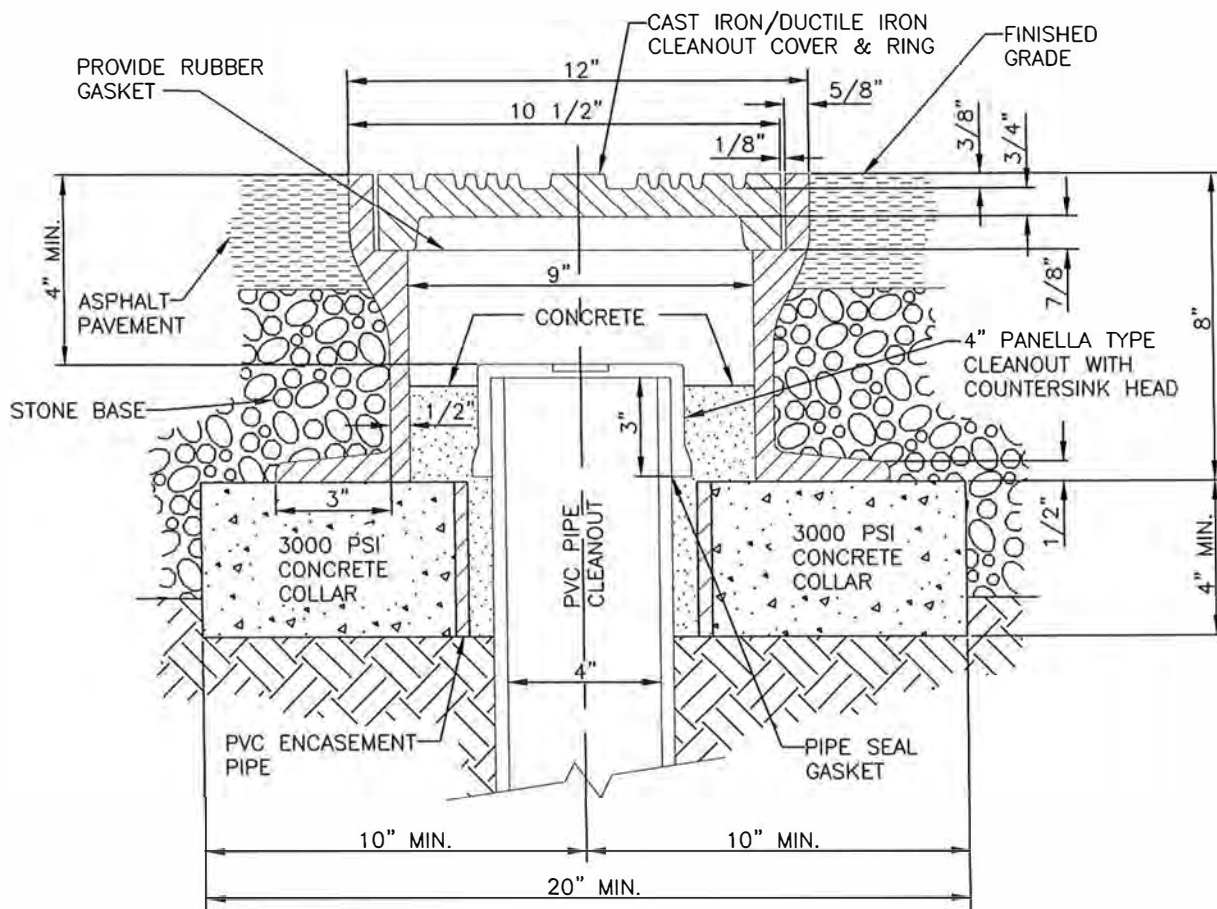
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PLAN VIEW



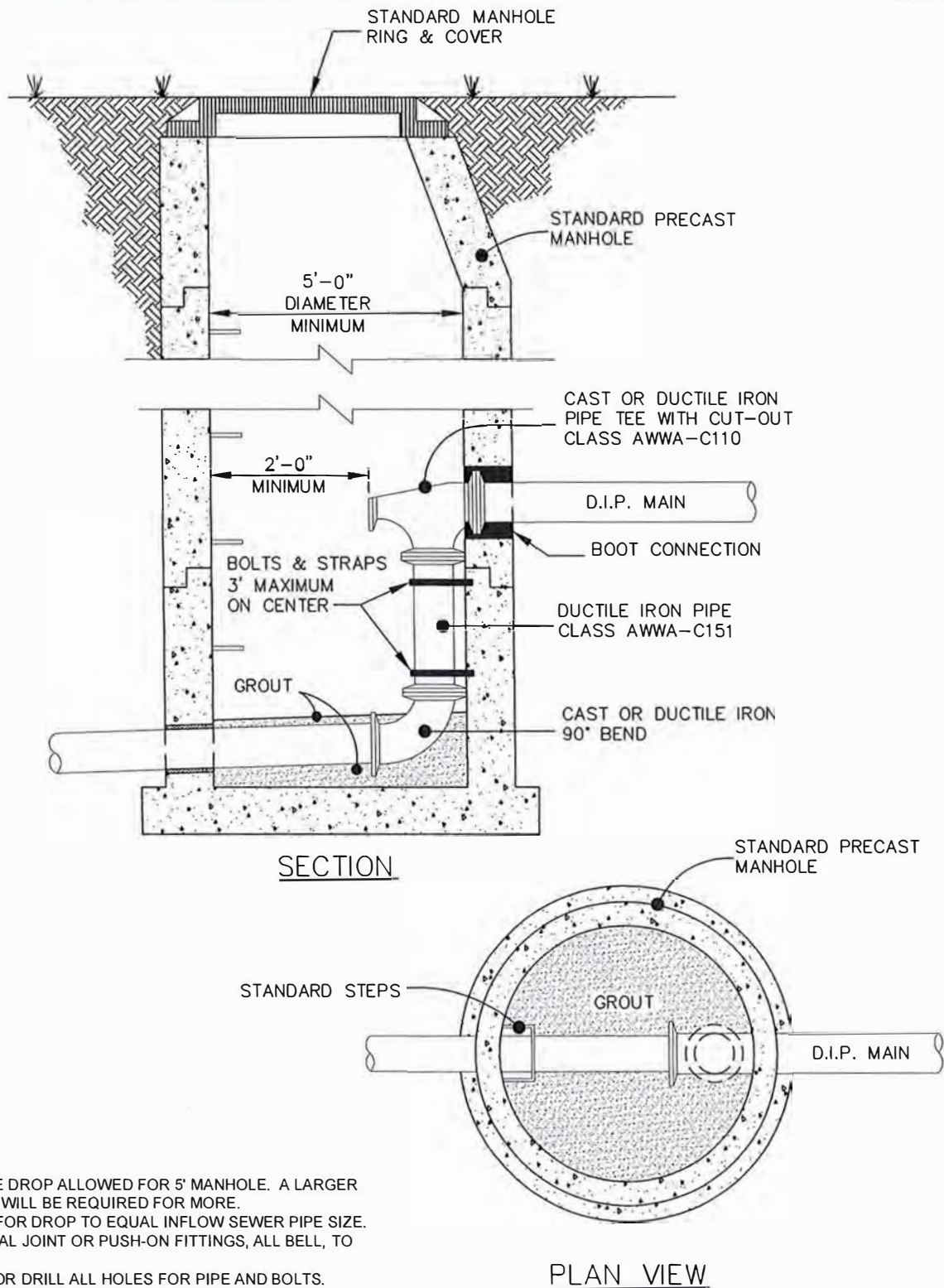
STANDARD TRAFFIC BEARING CLEAN OUT

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NOTES:

1. ONE INSIDE DROP ALLOWED FOR 5' MANHOLE. A LARGER MANHOLE WILL BE REQUIRED FOR MORE.
2. PIPE SIZE FOR DROP TO EQUAL INFLOW SEWER PIPE SIZE.
3. MECHANICAL JOINT OR PUSH-ON FITTINGS, ALL BELL, TO BE USED.
4. SAW-CUT OR DRILL ALL HOLES FOR PIPE AND BOLTS.
5. DROP MANHOLE MANDATORY WHEN DIFFERENTIAL BETWEEN INVERTS IS GREATER THAN 20 INCHES.
6. STAINLESS STEEL STRAPS SHALL BE USED ON ALL DROPS GREATER THAN 5 FEET AT 18 INCH INTERVALS.



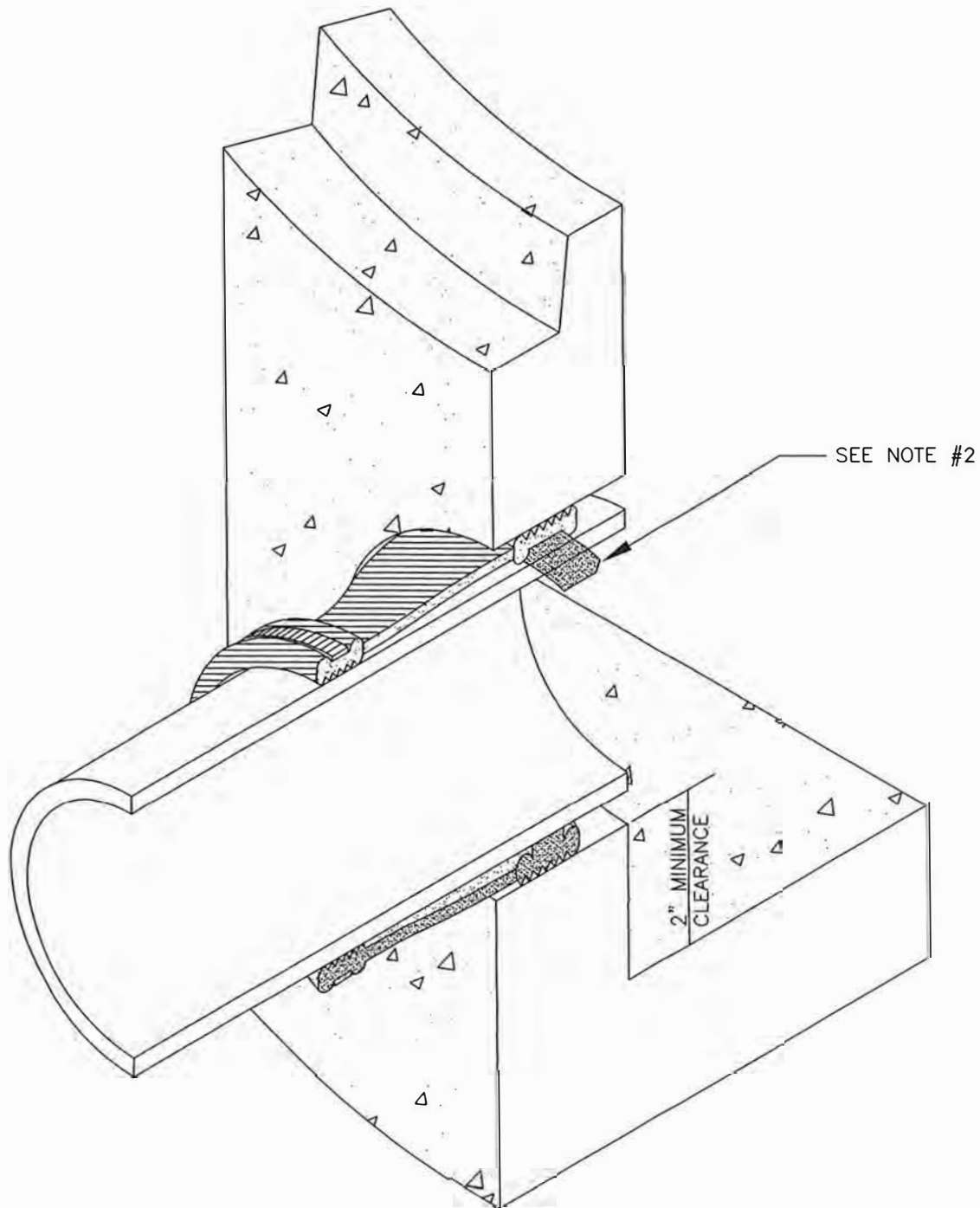
INSIDE DROP MANHOLE

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NOTES:

1. PIPE CONNECTION DETAIL USED SHALL BE CONSISTENT WITH THE SPECIFIC PIPE SIZE, PIPE MATERIAL AND STRUCTURE.
2. FLEXIBLE CONNECTORS SHALL MEET THE REQUIREMENTS OF ASTM C923 SPECIFICATIONS FOR RESILIENT CONNECTORS BETWEEN REINFORCED CONCRETE MANHOLE STRUCTURES, PIPES AND LATERALS.



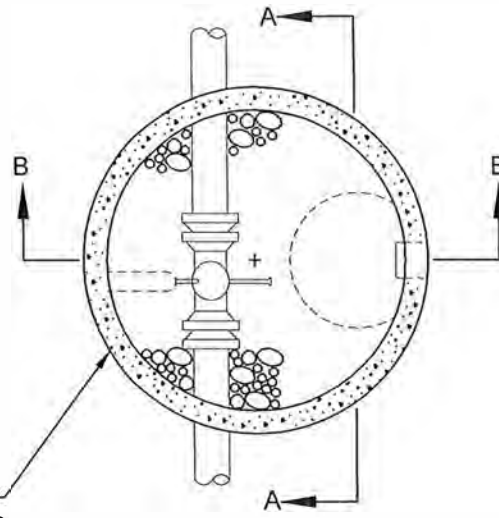
STANDARD CORE
& BOOT DETAIL

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PLAN

5'-0" I.D. PRECAST DOGHOUSE
CONCRETE MANHOLE W/FLAT TOP.
SEE SPECS. FOR MANUFACTURE.
REQUIREMENTS

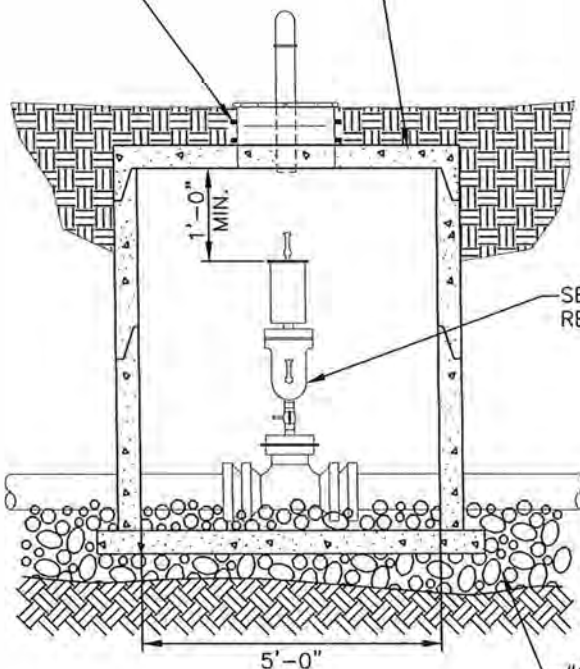
GRADE RINGS OR
ADJUST TO GRADE
W/BRICK AND
MORTAR - 8" MAX.

DUCTILE IRON
RETURN BEND
W/INSECT SCREEN

ADD 4" STATIC AIR
VENT WHERE REQ.D

GROUT AS REQUIRED

MANHOLE COVER
AND FRAME



SECTION A-A

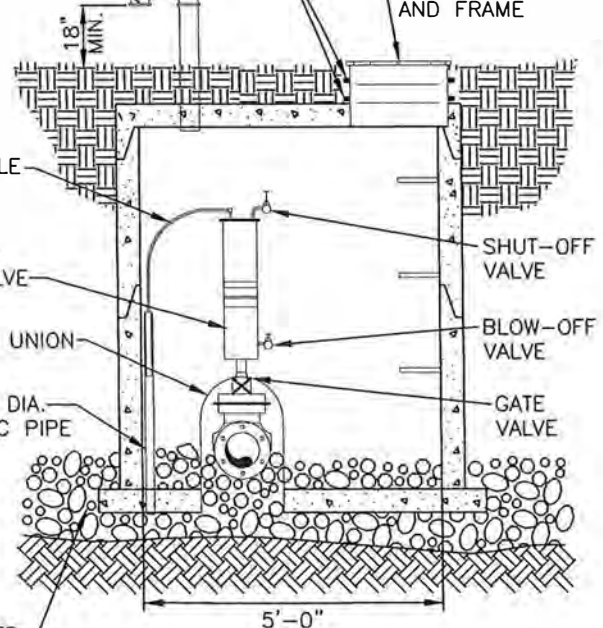
FLEXIBLE
HOSE

SEWAGE AIR
RELEASE VALVE

UNION

3" DIA.
PVC PIPE

#57 CRUSHED
STONE



SECTION B-B



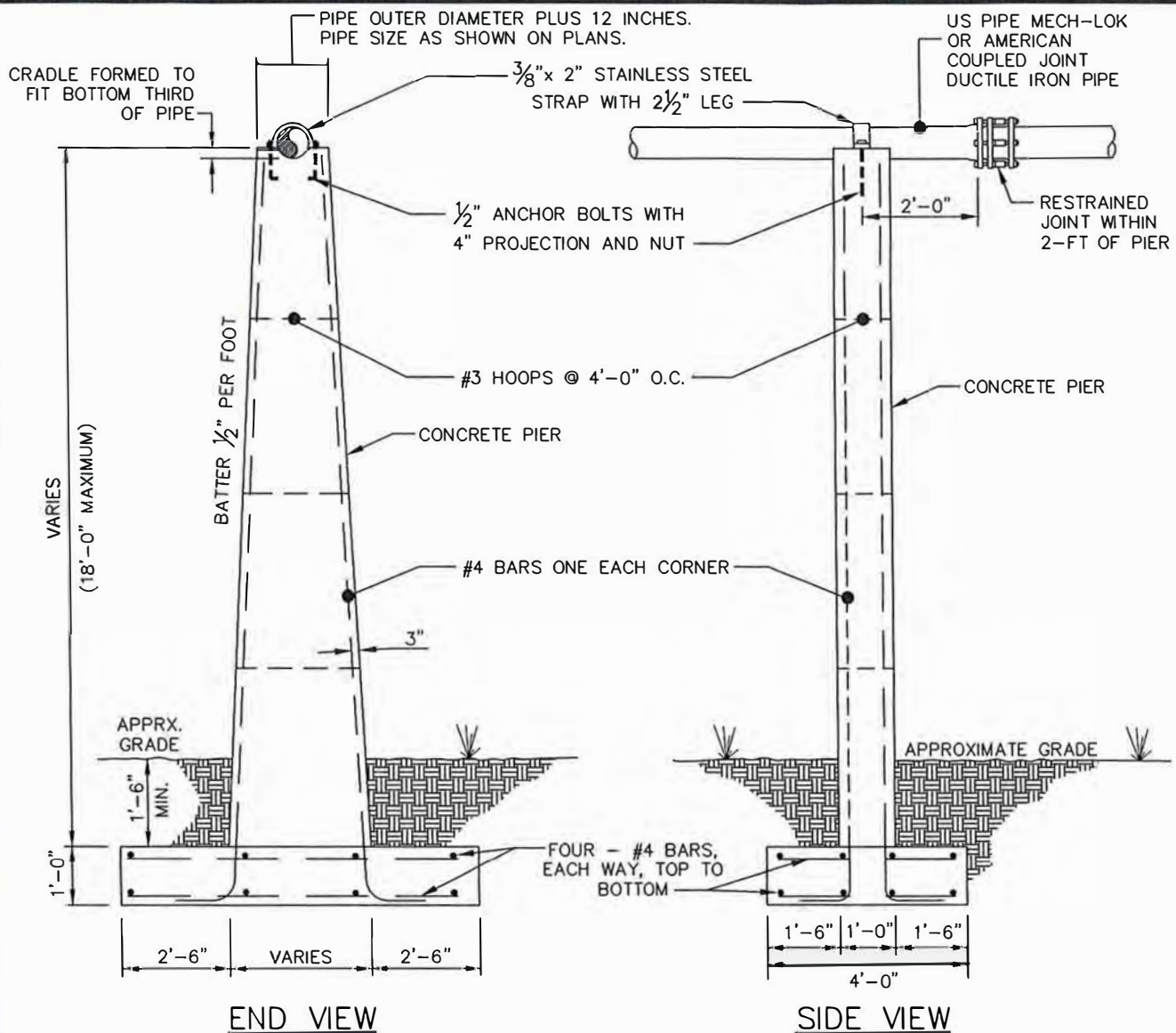
AIR RELEASE VALVE

SMITHFIELD, NORTH CAROLINA
329 PUBLIC UTILITIES

SCALE:
NTS

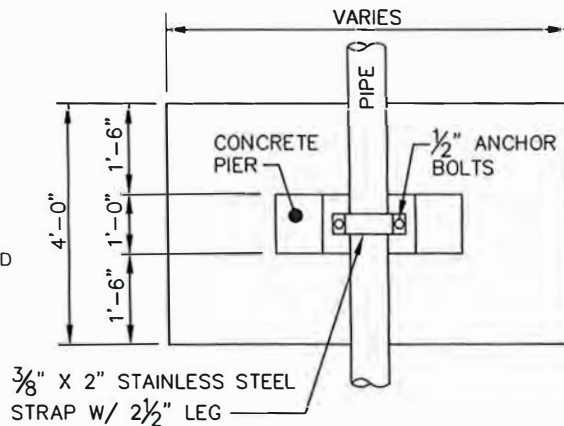
DETAIL NO.
07.12

DATE: 04/03/2018



NOTES:

1. PIERS OVER 3 FEET IN HEIGHT TO BE REINFORCED.
2. BOTTOM OF PIPE MUST BE A MINIMUM OF 24 INCHES ABOVE NORMAL WATER LEVEL BUT NO LOWER THAN THE 25-YEAR FLOOD ELEVATION.
3. CAST-IN-PLACE CONCRETE SHALL BE FIELD TESTED.
4. AT A MINIMUM, ONE PIER MUST BE INSTALLED EVERY 20 FEET OR AS DIRECTED BY THE TOWN ENGINEER.
5. FOOTING DESIGN SHALL BE CONFIRMED BY LICENSED N.C. PROFESSIONAL ENGINEER.
6. SUBSURFACE CONDITIONS SHALL BE CONFIRMED BY LICENSED N.C. GEOTECH ENGINEER TO VERIFY LOADING.
7. PRECAST PIERS REVIEWED ON CASE BY CASE BASIS
8. PIPE SHALL BE PROTECTO 401 LINED FROM MANHOLE TO MANHOLE.
9. STEEL SHALL BE GRADE 40.
10. CONCRETE SHALL BE 3,000 PSI OR GREATER



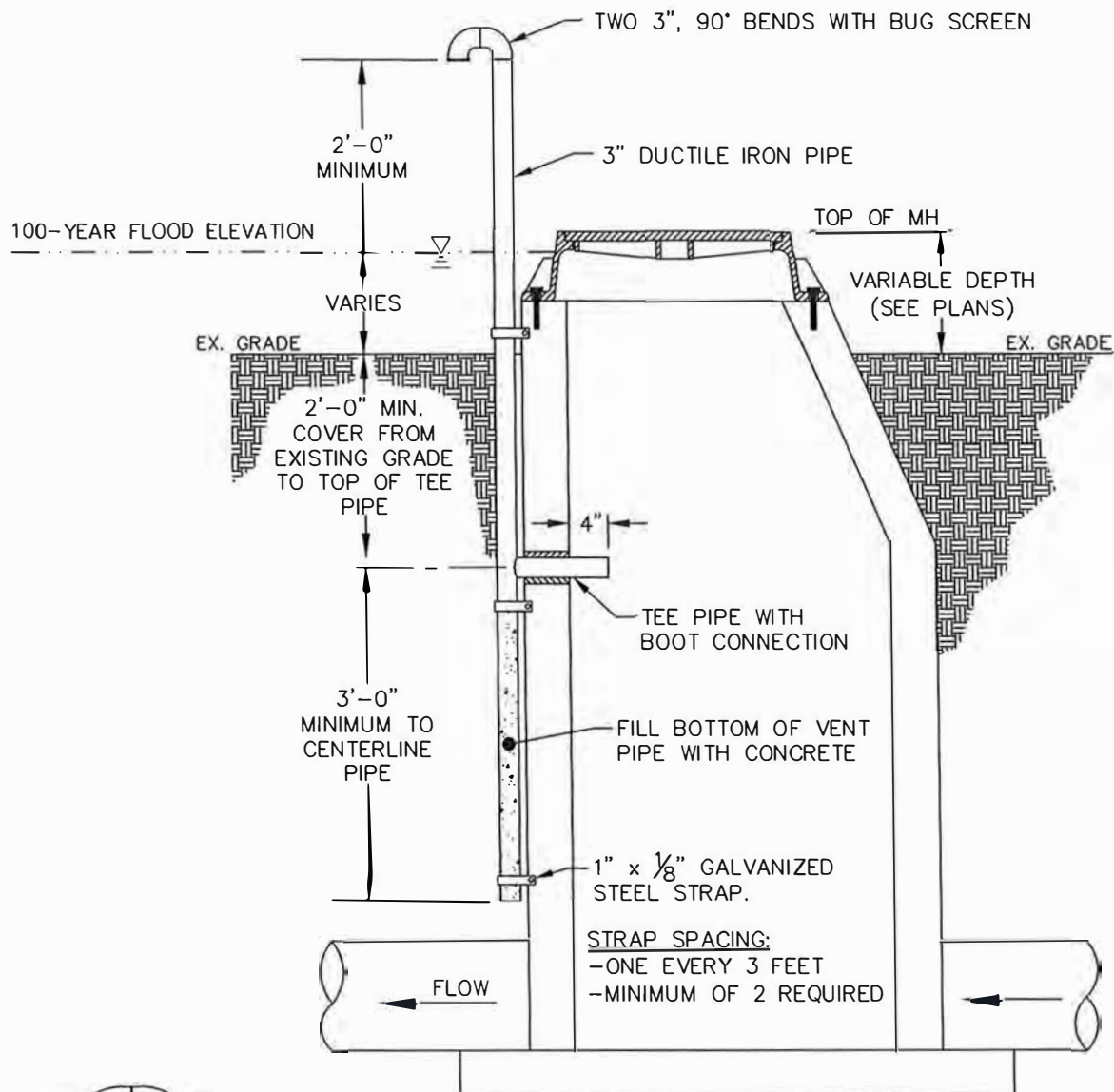
STANDARD AERIAL CROSSING

SMITHFIELD, NORTH CAROLINA
330 IC UTILITIES

SCALE:
NTS

DETAIL NO.
07.14

DATE: 04/03/2018



VENT DETAIL

NOTES:

1. VENT PIPE OPENING IN PRECAST CONCRETE MANHOLE WALL SHALL BE CORED WITH A CONCRETE CORING MACHINE.
2. LOCATION OF VENT PIPE SHALL BE AS DIRECTED BY THE UTILITY DIRECTOR OR W/S SUPERINTENDENT WITH WATERTIGHT RING AND COVER VENT TOP TO BE ELEVATED AT LEAST 24 INCHES ABOVE THE 100 YEAR FLOOD PLAIN ELEVATION.



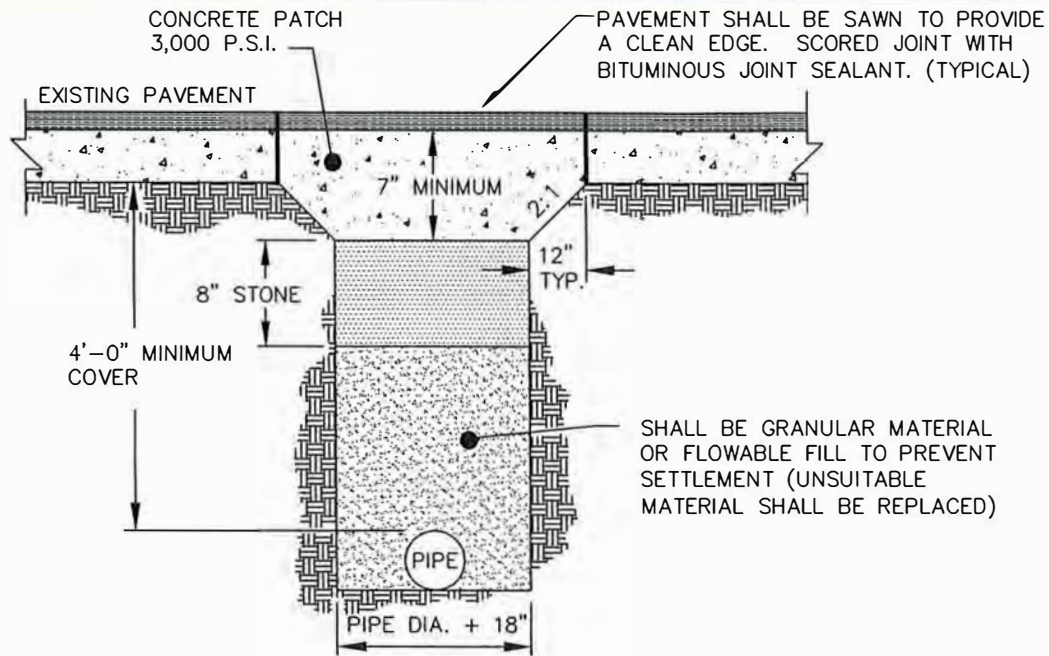
TYPICAL MANHOLE
VENTING DETAIL

SMITHFIELD, NORTH CAROLINA
PUBLIC UTILITIES

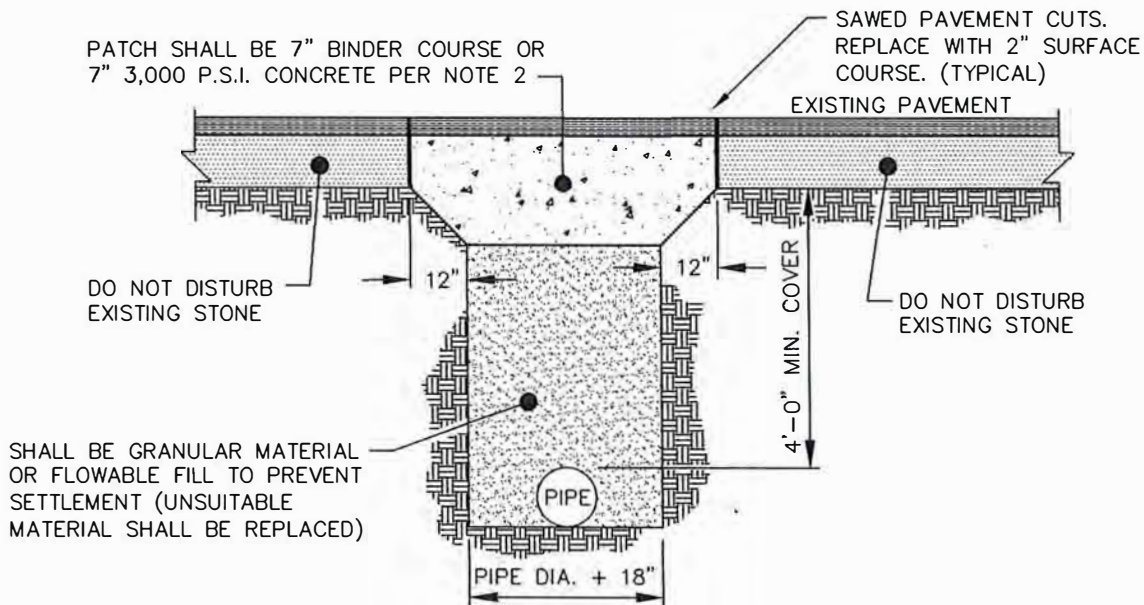
SCALE:
NTS

DETAIL NO.
07.15

DATE: 04/03/2018



CONCRETE PAVEMENT



ASPHALT PAVEMENT

NOTES:

1. ALL PAVEMENT CUTS SHALL BE REPAIRED WITHIN A MAXIMUM OF THREE (3) DAYS FROM THE DATE THE CUT IS MADE.
2. CONCRETE TRENCH CAP ON ASPHALT STREETS SHALL BE USED ONLY DURING INCLEMENT WEATHER WHEN ASPHALT PLANTS ARE NOT OPERATING.
3. IN ALL OPEN TRENCHES, BACKFILL SHALL BE COMPACTED TO 95% MAXIMUM DRY DENSITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING COMPACTION REQUIREMENTS BY SOILS TESTING CERTIFIED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER.
4. BACKFILL WITH A HIGH CLAY CONTENT, HIGH SHRINK-SWELL POTENTIAL, OR HIGH MOISTURE CONTENT THAT CANNOT MEET COMPACTION REQUIREMENTS SHALL BE DEEMED UNSUITABLE AND SHALL BE REPLACED WITH SUITABLE BACKFILL MATERIAL.
5. ALL PAVEMENT PATCHES SHALL PROVIDE A UNIFORM AND SMOOTH DRIVING SURFACE.



BEDDING FOR SANITARY SEWER PIPE

SMITHFIELD, NORTH CAROLINA
302 PUBLIC UTILITIES

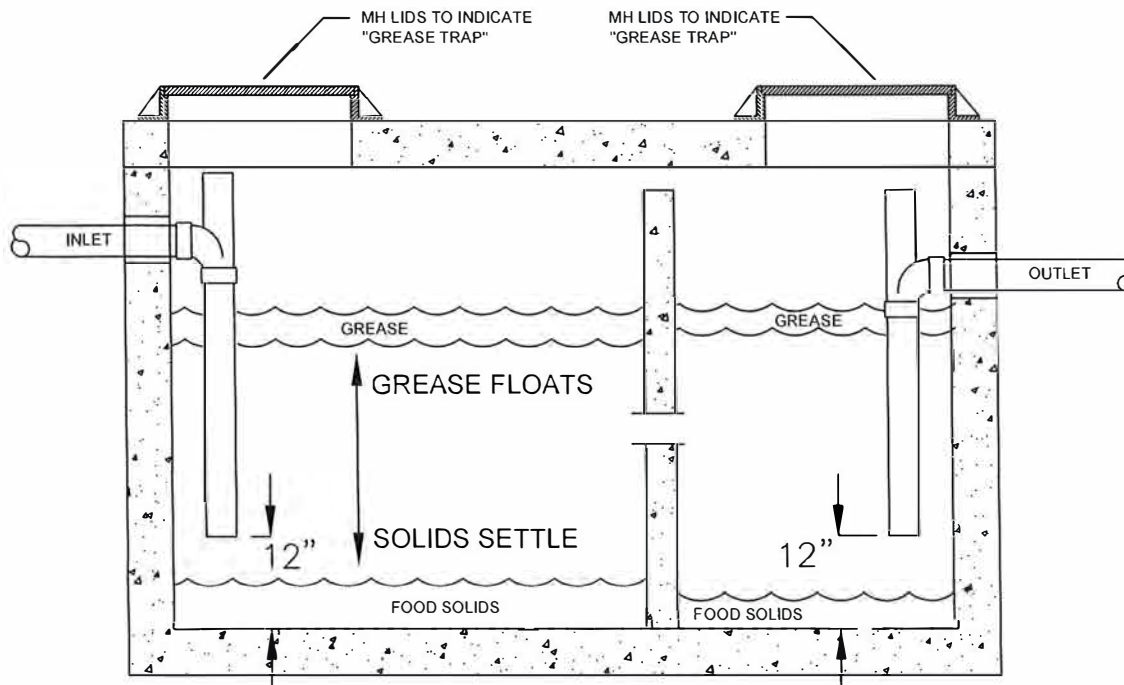
SCALE:
NTS

DETAIL NO.
07.16

DATE: 04/03/2018

NOTES:

1. A 1,000 GALLON GREASE TRAP FOR ALL NEW FOOD ESTABLISHMENTS. PLEASE REFER TO THE TOWN OF SMITHFIELD CODE OF ORDINANCES SECTION 18-135.
2. CONTRACTOR TO BRING RINGS & COVERS TO GRADE
3. THE GREASE TRAP SHALL BE PLUMBED TO RECEIVE WASTE ASSOCIATED WITH FOOD HANDLING ONLY. NO TOILET WASTE. THE FOLLOWING SHALL NOT BE DISCHARGED INTO ANY FATS, OIL, AND GREASE REMOVAL SYSTEM, UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THE POTW DIRECTOR:
 - a. WASTE THAT DOES NOT CONTAIN FATS, OIL, GREASE, OR THAT OTHERWISE DOES NOT REQUIRE TREATMENT;
 - b. WASTEWATER FROM DISHWASHING MACHINES OR WASTEWATER WITH TEMPERATURE EXCEEDING 150° F;
 - c. GROUND RESIDUE FROM FOOD WASTE GRINDERS AND GARBAGE DISPOSAL; OR
 - d. SANITARY WASTE
4. THE GREASE TRAP MUST CONTAIN THE FOLLOWING (SEE FIGURE BELOW):
 - a. INLET AND OUTLET SANITARY TEES MUST EXTEND WITHIN 12 INCHES OF THE BOTTOM OF THE TRAP AND ABOVE THE WATER SURFACE TO PROVIDE AIR RELIEF.
 - b. THE OUTLET TEE MUST BE AT LEAST 6 INCHES IN DIAMETER.
 - c. ACCESS MANHOLES, WITH A MINIMUM DIAMETER OF 24 INCHES, SHALL BE PROVIDED OVER EACH CHAMBER AND SANITARY TEE. THE ACCESS MANHOLES SHALL EXTEND AT LEAST TO FINISHED GRADE AND BE DESIGNED AND MAINTAINED TO PREVENT SURFACE WATER INFILTRATION. THE MANHOLES SHALL ALSO HAVE READILY REMOVABLE COVERS TO FACILITATE INSPECTION AND GREASE REMOVAL.
5. MANHOLE LIDS TO BE MANUFACTURED BY A FOUNDRY LOCATED IN THE UNITED STATES. LIDS WILL BE LABELED TO INDICATE "GREASE TRAP".
6. USE 1" Ø BUTYL RUBBER SEALANT IN JOINT.



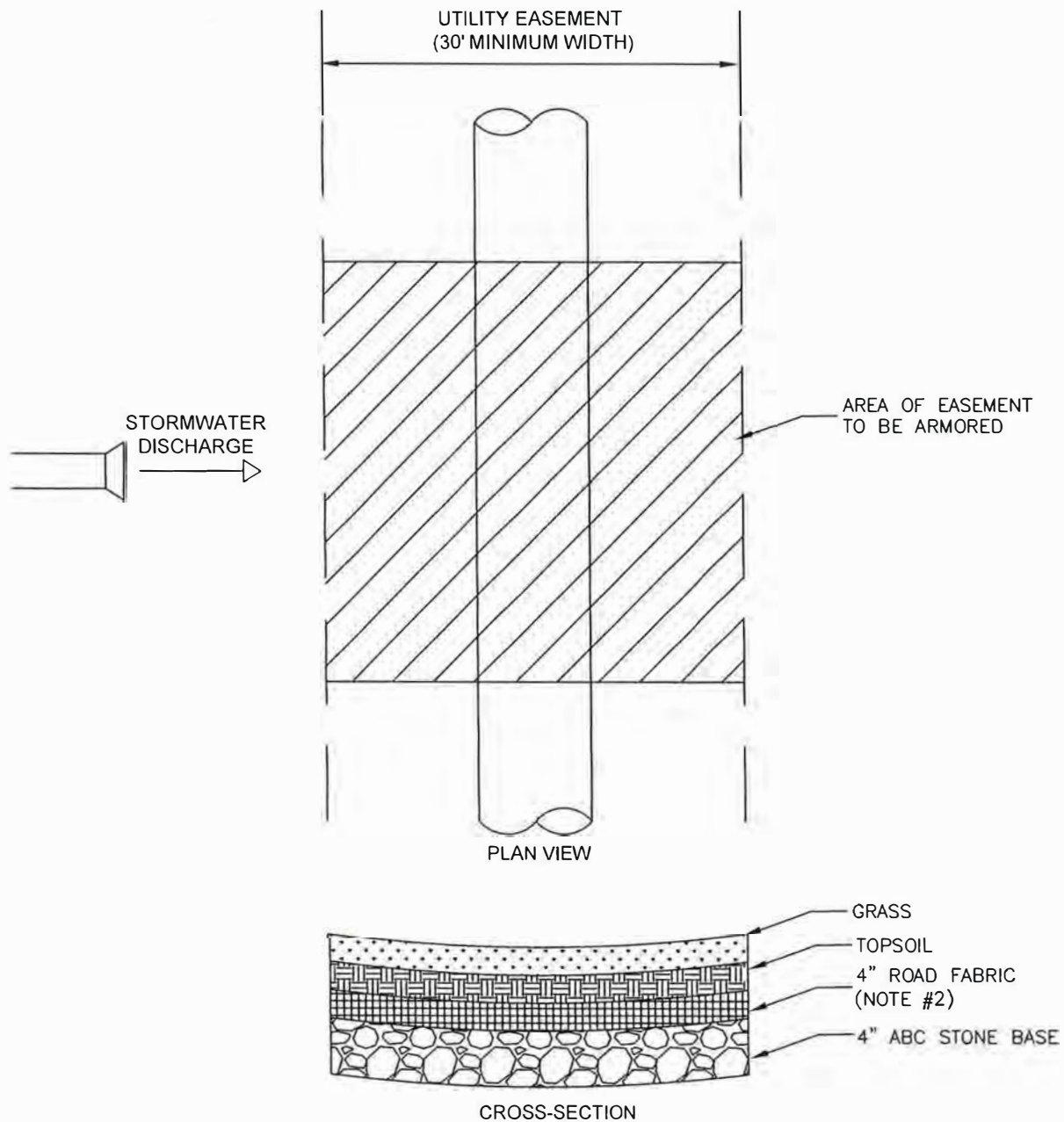
STANDARD GREASE INTERCEPTOR

SMITHFIELD, NORTH CAROLINA
303 PUBLIC UTILITIES

SCALE:
NTS

DETAIL NO.
07.50

DATE: 04/03/2018



NOTES:

1. THE ARMOR FOR THE EASEMENT SHALL BE WIDE ENOUGH TO ENCOMPASS THE ENTIRE FLOW ACROSS THE EASEMENT.
2. PROVIDE MIRAFI X-SERIES WOVEN POLYPROPYLENE GEOTEXTILES (500X PRODUCT) ROAD FABRIC OR APPROVED EQUAL.
3. ARMOR FOR THE EASEMENT SHALL BE INSTALLED EVEN IF LEVEL SPREADERS ARE INSTALLED FOR THE STORM DRAINAGE DISCHARGE.



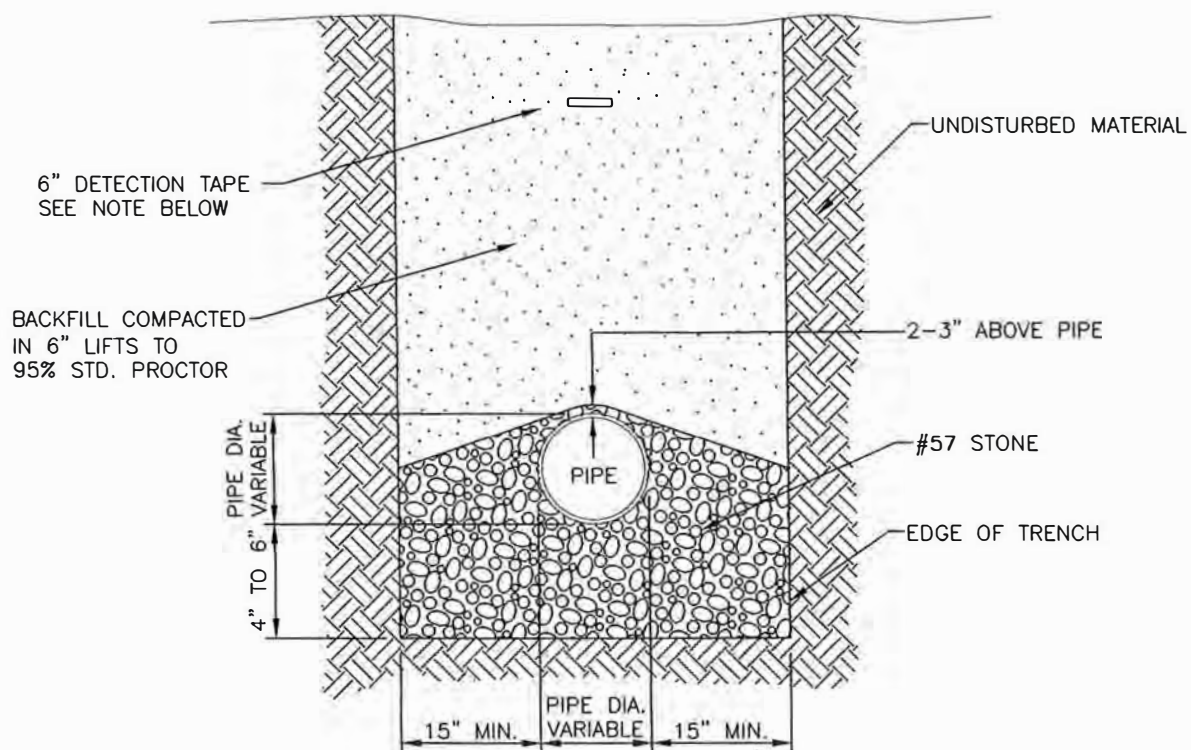
UTILITY EASEMENT ARMORING

SMITHFIELD, NORTH CAROLINA
304 PUBLIC UTILITIES

SCALE:
NTS

DETAIL NO.
07.57

DATE: 04/03/2018



NOTE:

ALL SANITARY SEWER LATERALS SHALL BE MARKED BY 6" MAGNETEC DETECTABLE TAPE, LABELED "CAUTION SEWER LINE BELOW" (OR APPROVED EQUAL). DETECTION TAPE TO BE CENTERED ABOVE PIPE AND BURIED BETWEEN 6" AND 12" BELOW FINAL GRADE.



DETECTION OF UNDERGROUND LATERALS

SMITHFIELD, NORTH CAROLINA
335 PUBLIC UTILITIES

SCALE:
NTS

DETAIL NO.
07.58

DATE: 04/03/2018



Request for Town Council Action

**Business
Agenda
Item:**

**Update on
the Water
Plant
Expansion**

Date: 04/03/2018

Subject: Discuss the Timeline of the Proposed Water Plant Expansion
Department: Public Utilities
Presented by: Ted Credle
Presentation: Business Item

Issue Statement

The Public Utilities Department will be laying out the steps and the timeline for the expansion of the Water Treatment Plant.

Financial Impact

None

Action Needed

Listen & provide feedback concerning the Water Treatment Plant expansion project

Recommendation

None at this time

Approved: ☒ Town Manager ☐ Town Attorney (not required)

Attachments:

1. Staff Report
2. Letter of Intent to Fund from NCDEQ



Staff Report

**Business
Agenda
Item:** **Update on
the Water
Plant
Expansion**

The Town of Smithfield will be expanding the Town water treatment plant to meet the increasing water supply needs. The Town has applied for, and been granted; funding for the water plant expansion project. The Public Utilities Department wishes to lay out the steps and the timeline to accomplish this expansion.



ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

KIM H. COLSON
Director

March 1, 2018

The Honorable M. Andy Moore, Mayor
Town of Smithfield
350 E. Market Street
Smithfield, NC 27577

Subject: Letter of Intent to Fund
Smithfield Water Treatment Plant
Improvements
September 2017 Application Cycle
Project No.: H-SRP-D-17-0146

Dear Mayor Moore:

The Division of Water Infrastructure has reviewed your application, and the State Water Infrastructure Authority has approved your project as eligible to receive funding. The State Reserve Project Loan will be \$12,050,000 at a maximum interest rate of 1.82%. A loan fee of 2% will be invoiced after bids have been received.

Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission and on meeting **all** of the following milestones:

<u>Milestone</u>	<u>Date</u>
Engineering Report Submittal	July 2, 2018
Engineering Report Approval	December 3, 2018
Bid and Design Package Submittal	June 3, 2019
Bid and Design Package Approval	October 1, 2019
Advertise Project, Receive Bids, Submit Bid Information, <u>and Receive Authority To Award</u>	February 3, 2020
Execute Construction Contract(s)	March 2, 2020

The first milestone is the submittal of an Engineering Report by close of business on July 2, 2018. The Engineering Report must be developed using the guidance found on our website (<http://portal.ncdenr.org/web/wi/home>). **Failure to meet any milestone may result in the forfeiture of funding for the proposed project.**

The State Environmental Policy Act exempts projects funded by the State Reserve (SRP) from environmental review. [NCGS 113A-12(2)h.]

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total loan amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total loan amount and loan terms.

General Assembly Notification Requirements

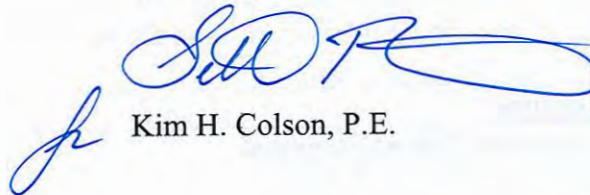
In accordance with G.S. 120-157.1 through 157.9, enacted on June 24, 2011, local government units with projects that require debt to be issued greater than \$1,000,000 **must** submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting this letter and providing a copy to the Division of Water Infrastructure upon receipt of this approval letter.

Drought Bill Requirements

In accordance with G.S. 143-355.4, a project “for the purpose of extending waterlines or expanding water treatment capacity” must document numerous requirements during the Engineering Report review process. You can find additional information at the following link: http://www.ncleg.net/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-355.4.html

If you have questions, please contact Seth Robertson, PE, Chief, State Revolving Fund Section at 919-707-9175.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kim H. Colson', is written over a faint circular stamp.

Kim H. Colson, P.E.

CC: Carl Scharfe, PE, The Wooten Company, Raleigh
Vincent Jude Tomaino, PE
Mark Hubbard, PE
Project File (COM_LOIF)



Request for Town Council Action

Business **Resolution**
Agenda **for Street**
Item: **Closure**
Date: 04/03/2018

Subject: Resolution to Close North 2ND Street

Department: Public Utilities & Planning

Presented by: Ted Credle & Stephen Wensman

Presentation: Business Item

Issue Statement

The approval of the attached resolution is required as part of the process to close North 2nd Street.

Financial Impact

None – This resolution does not cost the Town any funds

Action Needed

Approve the attached resolution and set the required public Hearing for May 1, at the next Town Council Meeting

Recommendation

Staff recommends the approval of the attached resolution and the establishment of the required public hearing as part of the next Town Council Meeting, on May 1, 2018.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Resolution to be approved
3. Copy of NC Statute outlining road closure procedure



Staff Report

**Business Resolution
Agenda for Street
Item: Closure**

The Town is seeking to close North 2nd Street from the intersection of North Street and 2nd Street in a northeast direction until the roadway intersects with Hospital Road, which is owned by the NCDOT. The reason to close this road is to facilitate the expansion of the **Town's Water** Plant. Said expansion will be an active work zone during plant expansion and once completed, ingress and egress will be physically impossible due to the presence of piping, basins & tanks.

The resolution is the first step in the closure process. The next step will be to conduct a public hearing to receive public comment on the matter. Affected property owners will also be notified of the hearing. In this case, the only affected property owner is the Town of Smithfield.

Resolution 616 (03-2018)
Town of Smithfield
to Close A Portion
Of Second Street in Smithfield, North Carolina

WHEREAS, the Town of Smithfield will be undertaking a large construction project to expand the capacity of the Water Treatment Plant to serve the growing population in the Town of Smithfield; as well as, the rural areas of Johnston County;

WHEREAS, such an expansion requires the construction of certain structures that are required by hydraulic means to be located at a short distance from the existing Treatment Plant facility;

WHEREAS, this expansion will entail the structures to encroach into the existing right-of-way of Second Street in the vicinity of the Water Treatment Plant; and

WHEREAS, vehicular traffic may safely route the same course of access through the Town via North Street and Buffalo Road; thereby not hindering the public flow of traffic;

NOW THEREFORE BE IT RESOLVED, by the Town Council of Smithfield, North Carolina, that:
The portion of Second Street from the intersection of Second Street and North Street to the intersection of Second Street and Hospital Road shall be closed to public vehicular traffic, effective September 1, 2018

Adopted this the 3rd day of April, 2018

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

(Seal)

§ 160A-299. Procedure for permanently closing streets and alleys.

(a) When a city proposes to permanently close any street or public alley, the council shall first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. The resolution shall be published once a week for four successive weeks prior to the hearing, a copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along the street or alley. If the street or alley is under the authority and control of the Department of Transportation, a copy of the resolution shall be mailed to the Department of Transportation. At the hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the council may adopt an order closing the street or alley. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.

(b) Any person aggrieved by the closing of any street or alley including the Department of Transportation if the street or alley is under its authority and control, may appeal the council's order to the General Court of Justice within 30 days after its adoption. In appeals of streets closed under this section, all facts and issues shall be heard and decided by a judge sitting without a jury. In addition to determining whether procedural requirements were complied with, the court shall determine whether, on the record as presented to the city council, the council's decision to close the street was in accordance with the statutory standards of subsection (a) of this section and any other applicable requirements of local law or ordinance.

No cause of action or defense founded upon the invalidity of any proceedings taken in closing any street or alley may be asserted, nor shall the validity of the order be open to question in any court upon any ground whatever, except in an action or proceeding begun within 30 days after the order is adopted. The failure to send notice by registered or certified mail shall not invalidate any ordinance adopted prior to January 1, 1989.

(c) Upon the closing of a street or alley in accordance with this section, subject to the provisions of subsection (f) of this section, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley.

The provisions of this subsection regarding division of right-of-way in street or alley closings may be altered as to a particular street or alley closing by the assent of all property owners taking title to a closed street or alley by the filing of a plat which shows the street or alley closing and the portion of the closed street or alley to be taken by each such owner. The plat shall be signed by each property owner who, under this section, has an ownership right in the closed street or alley.

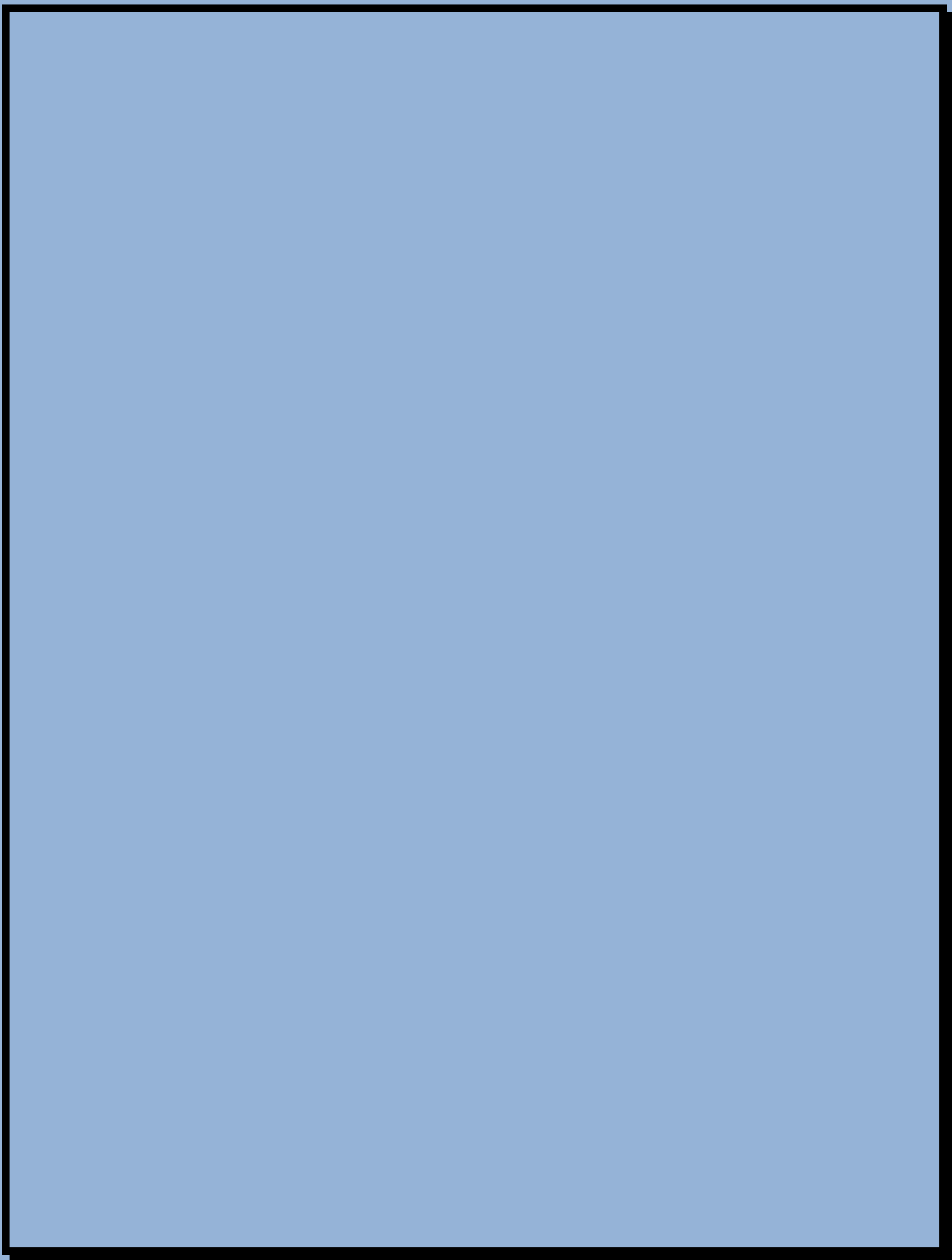
(d) This section shall apply to any street or public alley within a city or its extraterritorial jurisdiction that has been irrevocably dedicated to the public, without regard to whether it has actually been opened. This section also applies to unopened streets or public alleys that are shown on plats but that have not been accepted or maintained by the city, provided that this section shall not abrogate the rights of a dedicator, or those claiming under a dedicator, pursuant to G.S. 136-96.

(e) No street or alley under the control of the Department of Transportation may be closed unless the Department of Transportation consents thereto.

(f) A city may reserve a right, title, and interest in any improvements or easements within a street closed pursuant to this section. An easement under this subsection shall include utility, drainage, pedestrian, landscaping, conservation, or other easements considered by the city to be in the public interest. The reservation of an easement under this subsection shall be stated in the order of closing. The reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city.

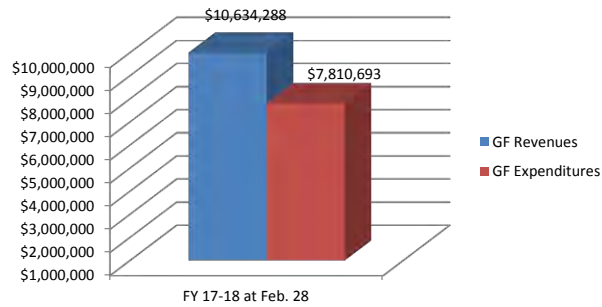
(g) The city may retain utility easements, both public and private, in cases of streets withdrawn under G.S. 136-96. To retain such easements, the city council shall, after public hearing, approve a "declaration of retention of utility easements" specifically describing such easements. Notice by certified or registered mail shall be provided to the party withdrawing the street from dedication under G.S. 136-96 at least five days prior to the hearing. The declaration must be passed prior to filing of any plat or map or declaration of withdrawal with the register of deeds. Any property owner filing such plats, maps, or declarations shall include the city declaration with the declaration of withdrawal and shall show the utilities retained on any map or plat showing the withdrawal. (1971, c. 698, s. 1; 1973, c. 426, s. 47; c. 507, s. 5; 1977, c. 464, s. 34, 1981, c. 401; c. 402, ss. 1, 2; 1989, c. 254; 1993, c. 149, s. 1; 2015-103, s. 1.)

Financial Report

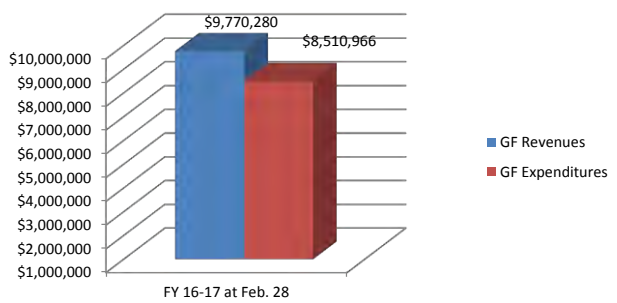


Town of Smithfield Revenues vs. Expenditures

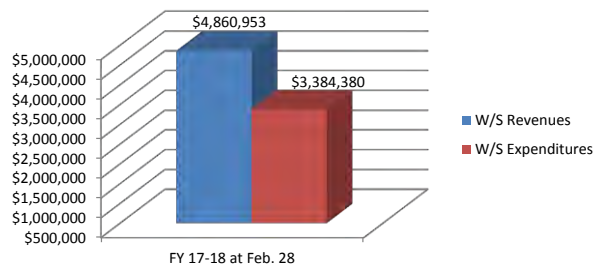
2018 YTD GF Revenues vs. Expenditures



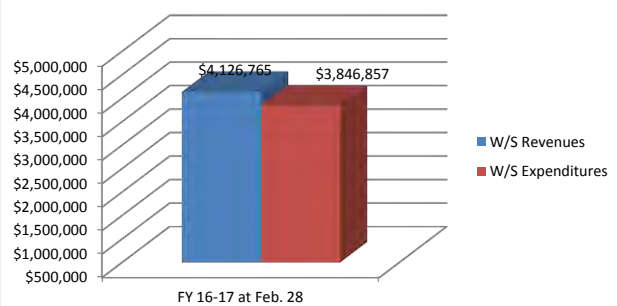
2017 GF Same Period



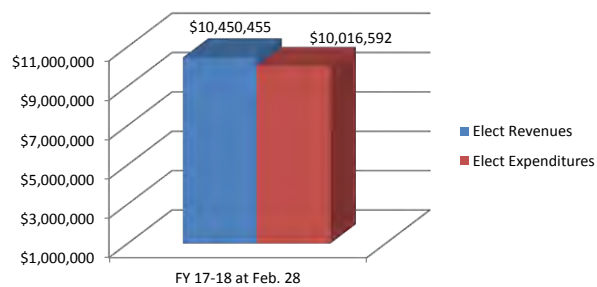
2018 YTD W/S Revenues vs. Expenditures



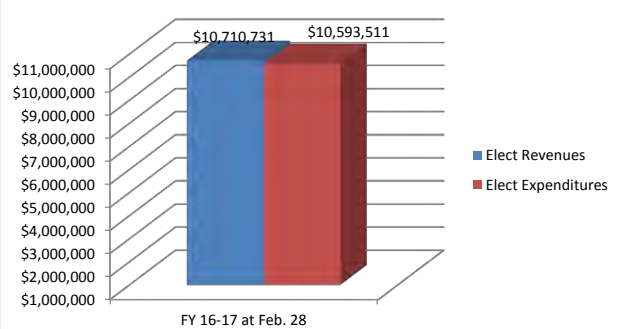
2017 W/S Same Period



2018 YTD Electric Revenues vs. Expenditures



2017 Electric Same Period



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT

February, 2018

Gauge: 8/12 or 66.7 Percent

66.70%

GENERAL FUND

	Frequency	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Collected
Revenues					
Current & Prior Year Property Taxes	Monthly	\$ -	\$ 5,559,000	\$ 5,547,499	99.79%
Motor Vehicle Taxes	Monthly	-	500,000	348,906	69.78%
Utility Franchise Taxes	Quarterly	-	975,000	486,787	49.93%
Local Option Sales Taxes	Monthly	-	2,065,019	1,244,801	60.28%
Aquatic and Other Recreation	Monthly	-	765,100	487,558	63.72%
Sanitation	Monthly	-	1,305,500	798,134	61.14%
All Other Revenues		-	1,569,871	1,720,603	109.60%
Loan Proceeds		-	25,400	-	0.00%
Transfers (Electric and Fire Dist.)		-	261,614	-	0.00%
Fund Balance Appropriated		-	431,896	-	0.00%
Total		\$ -	\$ 13,458,400	\$ 10,634,288	79.02%

	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Spent
Expenditures				
General Gov.-Governing Body	\$ -	\$ 382,278	\$ 247,283	64.69%
Non Departmental	-	856,674	538,281	62.83%
Debt Service	-	1,342,760	1,001,268	74.57%
Finance	-	143,501	59,805	41.68%
Planning	-	646,951	182,449	28.20%
Police	-	3,745,925	2,159,311	57.64%
Fire	-	1,651,559	1,145,955	69.39%
EMS	-	-	-	#DIV/0!
General Services/Public Works	-	638,764	297,103	46.51%
Streets	-	570,388	287,647	50.43%
Motor Pool/Garage	-	91,391	39,983	43.75%
Powell Bill	-	322,725	30,325	9.40%
Sanitation	-	1,097,678	666,729	60.74%
Parks and Rec	-	962,819	564,723	58.65%
SRAC	-	932,329	589,831	63.26%
Contingency	-	72,658	-	0.00%
Appropriations/Contributions	-	-	-	0.00%
Total	\$ -	\$ 13,458,400	\$ 7,810,693	58.04%

YTD Fund Balance Increase (Decrease)

-

-

66.70%

WATER AND SEWER FUND

	Actual	Budget	Actual to Date	YTD %
	FY '16-17	FY '17-18	FY '17-18	Collected
Revenues				
Water Charges	\$ -	\$ 2,560,000	\$ 1,546,195	60.40%
Water Sales (Wholesale)	-	\$ 955,000	\$ 816,275	85.47%
Sewer Charges	-	3,350,000	2,213,597	66.08%
Tap Fees	-	15,500	8,650	55.81%
All Other Revenues	-	121,000	276,236	228.29%
Loan Proceeds	-	-	-	#DIV/0!
Fund Balance Appropriated	-	99,017	-	0.00%
Total	\$ -	\$ 7,100,517	\$ 4,860,953	68.46%

	Actual	Budget	Actual to Date	YTD %
	FY '16-17	FY '17-18	FY '17-18	Spent
Expenditures				
Water Plant (Less Transfers)	\$ -	\$ 1,751,006	\$ 1,108,790	63.32%
Water Distribution/Sewer Coll (Less Transfers)	-	3,906,658	1,844,221	47.21%
Transfer to General Fund	-	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	585,000	-	0.00%
Debt Service	-	717,038	431,369	60.16%
Contingency	-	140,815	-	0.00%
Total	\$ -	\$ 7,100,517	\$ 3,384,380	47.66%

ELECTRIC FUND

	Actual	Budget	Actual to Date	YTD %
	FY '16-17	FY '17-18	FY '17-18	Collected
Revenues				
Electric Sales	\$ -	\$ 16,400,000	\$ 10,142,605	61.85%
Penalties	-	315,000	255,183	81.01%
All Other Revenues	-	46,000	52,667	114.49%
Loan Proceeds	-	-	-	
Fund Balance Appropriated	-	111,566	-	
Total	\$ -	\$ 16,872,566	\$ 10,450,455	61.94%

	Actual	Budget	Actual to Date	YTD %
	FY '16-17	FY '17-18	FY '17-18	Spent
Expenditures				
Administration/Operations	\$ -	\$ 2,048,433	\$ 1,250,207	61.03%
Purchased Power - Non Demand	-	12,800,000	3,910,400	30.55%
Purchased Power - Demand	-	-	3,727,517	#DIV/0!
Purchased Power - Debt	-	-	770,784	#DIV/0!
Debt Service	-	359,972	351,278	97.58%
Capital Outlay	-	103,672	6,406	
Contingency	-	609,275	-	

Transfers to Electric Capital Proj Fund	750,000	-		
Transfer to Electric Capital Reserve	115,000	-		
Transfers to General Fund	-	86,214	-	0.00%
Total	\$ -	\$ 16,872,566	\$ 10,016,592	59.37%

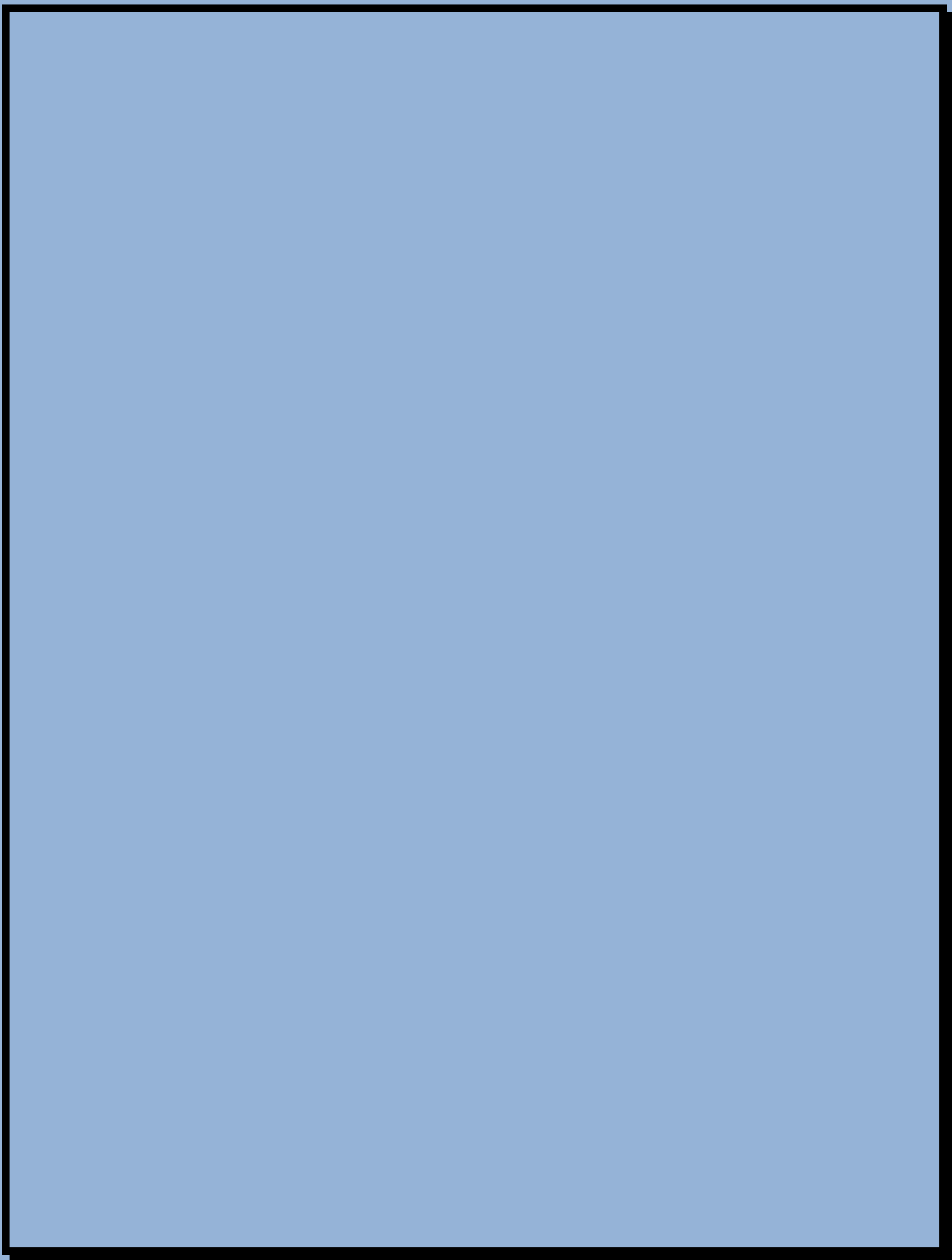
CASH AND INVESTMENTS

General Fund (Includes P. Bill)	11,799,476			
Water and Sewer Fund	6,260,672			Interest Rate
Electric Fund*	9,518,369			
Booker Dairy Road Fund (44)	145,905			
Capital Project Fund: Wtr/Sewer (45)	18,117	1st CITIZENS	20,255,021	0.20%
Capital Project Fund: General (46)	(855,818)	NCCMT	2,279,990	0.500%
Capital Project Fund: Electric (47)	240,188	STIFEL	-	Market
Firemen Relief Fund (50)	144,862	KS BANK	3,740,494	.2, .65, &.7
Fire District Fund (51)	163,023	FOUR OAKS	1,290,135	0.60%
JB George Endowment (40)	130,846	PNC BANK	-	0.00%
Total	\$ 27,565,640		\$ 27,565,640	

*Plug

Account Balances Confirmed By Finance Director on 3/16/2018

Department Reports





Staff Report

Department Report: Economic Development Update

Date of Meeting: April 03, 2018 **Date Prepared:** March 22, 2018

Staff Work By: Tim Kerigan, Economic Development Liaison

Update

In July 2017, upon request of Economic Development Liaison Tim Kerigan along with Rocky Lane of Sanford Holshouser, Council approved to continue to engage the Scope of Work with Sanford Holshouser for Implementation of the Strategic Economic Development Update Action Items that originally began in August 2016.

Since August of 2016, the Town has been able to make steady progress on implementing the identified action items from the Town's Economic Development Strategic Plan that was updated in 2014.

Please see the attached most recent Implementation Activities and Progress Matrix.

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

Action Requested

No action requested.

Smithfield Economic Development Implementation Activities FEB/MAR 2018

1. Strategic Communication Plan - received from Michele Vaught, a draft strategic communications plan for Smithfield, a social media presentation, a sample social media content calendar, and references to additional resources for social media. The documents are being reviewed and assessed as to how best to utilize the plan and associated information.
2. Golden LEAF Grant - Rocky contacted Ted Lord, Vice President of Programs for the Golden LEAF Foundation to discuss potential grant funding for infrastructure improvements. The grant program that the town, through the county, is seeking funding from is a community based assistance initiative. The program awards up to \$1,000,000 to counties for projects the county has selected and that are economic development related. The county manager selects the projects for funding. The funding being sought by Smithfield is for part of a three-phase project, expansion of the town's water treatment capacity, extension and upgrades of the water/sewer lines along the US 70 corridor, and two line crossings of the Neuse River. Ted discussed what was needed from the town for the Golden LEAF board to consider the project. We informed Ted about the joint efforts of the town and county to certify an industrial park on the US 70 Corridor that the extensions/upgrades would service. He suggested that we include that in the funding request. Further, as the Intent to Certify package will be submitted close to the time his board will meet to consider the grant, we will supply him a copy of the package for the meeting.

Rocky, Tim, and Ted Credle discussed Rocky's conversation with Ted Lord. The items to be included in a description of the town/county's efforts to bring the new industrial park on-line. Rocky prepared a paragraph to be included in the request for funding.

3. Product Development-Fleming Industrial Park – the properties that are within town limits that are to be included in the Fleming Industrial Park were identified. Rocky contacted Allen Wellons for directions on contacts for three of the five tracts. The other two are being marketed by a locally and Tim supplied Rocky contact information for the realtor. Rocky contact the realtor, and the representatives of the owners for the five properties. He explained the program, the benefits to them and the county/town, and that it involved no risk, or cost to them. Documentation on the program and sample agreements to sell were emailed to all. Certification evaluations, in particular, soil borings will commence in late March or early April in order to avoid problems with planting of crops on certain properties. We have not completed any agreements to sell to date, but are continuing to communicate with land owners and, in the interim will seek permission to do soil borings on their properties, if necessary, prior to the finalization of the agreements.

The Fleming Industrial Park will be a tremendous addition to the county's and town's economic development product inventory and will provide excellent opportunities to attract new jobs and capital investment.

4. Product Development-Recertification – followed up with the owner of a property that was formally a certified site about recertification. The issues with the property are still pending and he recommended following up again in a month. He remains positive about the recertification but is firm in his belief that the issues must be settled before moving ahead with the process.
5. BRE - contacted several companies via phone to discuss the town's renewed emphasis on BRE and told them that an appoint to visit them and discuss the program further would be scheduled in the near future.

SMITHFIELD STRATEGIC PLAN IMPLEMENTATION-23FEB18

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
Develop overall support for the Economic Development Program					
	Develop and increase support for the Town's economic development efforts	Smithfield-Selma Chamber of Commerce		Good contact and support established with the organization. Tim attends Chamber meetings regularly	
		Commercial Realtors		Maintaining on-going contact with realtors.	
				Maintaining on-going contact with SEDAC.	Make an update presentation on economic development activities to the SEDAC at their November meeting.
				Meeting with Tony Nixon to discuss needs, challenges, and opportunities in the community.	Received a listing of East Smithfield concerns submitted to the former town manager by the East Smithfield Improvement Organization.
		East Smithfield		Meeting with business community via BRE program.	Additional meetings with the business community are being scheduled via BRE activities.
		Business Community			
Existing Business & Industry Support					
	Reestablish the Existing Industry Outreach				Reprioritization of Plan of Work will put a focus on Existing Business and Industry Support.
	Develop a contact directory of Existing Industries			Initial Directory completed and will be updated regularly.	Contacted business owners via phone to discuss the renewed BRE Program.

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Developing an introductory letter to be mailed by January 2017			First batch of letters mailed 19JAN17.	
	Schedule visitations			Visitations have begun and will be on-going.	
	Determine Recognition Activities			Options discussed and being considered.	
New Business Recruitment					
	Attract new business investment and jobs	JCED		Met with Chris Johnson and discussed business attraction and expansion issues, including product and workforce.	
				Met with Darwood Stephenson regarding an initiative that would be of great benefit to the town, and would assist in the recruitment strategies and steps forward.	A committee has been formed and will meet in early 2018 to discuss strategies and steps forward.
Town Image/Gateways					
	Gateways				
				Meetings to be scheduled in conjunction with Visioning/Branding and the development of the Strategic Communication Plan (SCP) to more fully discuss the issue.	
	Identify areas for improvement	SEDAC			

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
			East Smithfield - Tony Nixon		Tony Nixon of the East Smithfield Improvement organization was identified as the best person to contact re: to East Smithfield issues.	Information will be gathered on the different areas of the town, including East Smithfield, in the development of the SCP and Visioning/Branding efforts.
			Business Community			
	Conduct a Visioning/Brandi ng process					
			ElectriCities/ Business Community/ SEDAC/East Smithfield		town council agreed to move forward with the development of the Strategic Communication Plan at their 07MAR17 meeting and a draft is being prepared by ElectriCities for review.	Received a draft strategic communications plan from Michelle Vaught, VP of Marketing for ElectriCities.
					A decision on what level of Visioning/Branding effort the town feels is appropriate will be made after a review of the SCP.	
					A decision on what level of Visioning/Branding effort the town feels is appropriate will be made after a review of the SCP.	
Product Development						

ACTIVITY	INDUSTRIAL SITES AND BUILDINGS	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
		Increase the Town's product inventory	County and SEDAC		Wellons-Howell property owners to discuss recertification. Reached out to owners of other properties identified as suitable for development as industrial sites. Searching for other suitable properties for evaluations and inclusion in the town's product inventory	According to one of the co-owners, the issues concerning the property are still unresolved, but he expects a them to be cleared up in the very near future.. We will follow-up again with him next month.
					The town is partnering with Johnston County Economic Development on assembling properties for an industrial park that will then be certified. Five parcels lie within the town's corporate limits. Land owners will be contacted to secure the properties for the project.	All land owners have been contacted, informed about the desire of the town to market their property for industrial uses, the certification process and the benefits to them and the town, and asked to sign an agreement to sell. Documents have been delivered to the landowners.
	Infrastructure Improvements					

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
		Golden LEAF Grant	Public Works Department- Johnston County		The county has received, or will receive grant funding for economic development related projects from the Golden LEAF Foundation. One of the projects identified is the extension improvement of water/sewer lines along the U.S. 70 corridor, which will serve the new industrial park. The GL Board will approve the projects at their April meeting.	Discussed the project with Ted Lord, Golden LEAF Vice President, and we will supply him a copy of the Intent to Certify package for the Fleming Industrial Park prior to this April Board Meeting. A description of the development of the industrial park , the total square footage of industrial buildings and associated jobs that the park could potentially support was prepared for inclusion with other support documents for the grant.
Downtown Redevelopment						
	Renovation and redevelopment of Downtown properties	Redevelopment of the former Town Hall			The final report on the redevelopment of the Old Town Hall by the UNC SOG graduate student class was presented on 30NOV17.	
Internal/External Marketing						
	Internal	Identify the Economic Development Program Spokesman			Tim Kerigan is the spokesperson for the Economic Development Program.	
		Develop a newsletter			Exploring options for newsletter.	

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	External	Develop Marketing Materials			The marketing flyer has been reviewed and finalized, utilizing town staff resources.	The ElectriCities Smart Communities Grant Award receipt and its required match will be placed on the Town Council agenda for their February meeting.
	Internal/External					
		Strategic Communications Plan			Received a draft strategic communications plan, social media presentation, social media content calendar, and references to additional resources for social media.	The documents are being reviewed and assessed as to how best to utilize the information.
Johnston Community College						
	Identify JCC needs that can be translated into economic development activities	Convene a meeting with JCC leadership to discuss opportunities for collaboration	JCC		Follow up meeting with Dr. Johnson and Dr. McGraw to continue earlier discussion and identify other areas of collaboration.	Follow-up with the college in regards to the building will be late in the Spring.
Incentives						

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
		Review the Town's Incentives to assess the Town's competitiveness			A list of typical incentive practices was developed for consideration of incentive proposals for current and future prospects	A conference call with Mike Scott, Mike Fleming, Tim and Rocky was conducted with Ernie Pearson, an attorney and SHEDC partner with extensive experiences in incentives was held to discuss practices and procedures.
Retirement Development						
		Determine interest in advancing this initiative				
Residential Development						
		Assess Housing Stock	Tax Office Planning Department Local Realtors		Working with the SEDAC Redevelopment Committee to explore options of increasing/enhancing the housing stock in the town limits, primarily near downtown.	
					The OTH was adopted by a graduate class of the UNC School of City and Regional Planning.	A conference call with Ernie Pearson and Mike Scott, Mike Fleming, Tim, and Rocky was held to discuss the various ways that residential renovation/revitalization/development might be encouraged.
Retail Development						

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
		Expanding the Retail offerings of the Town	ElectriCities-Retail Strategies		Discussions were held with a retail developer that has an interest in the town for a project.	
Public Education						Tim met with Supt. Renfro to discuss the Smithfield Economic Development program and explore areas of collaboration and support



FINANCE DEPARTMENTAL REPORT FOR FEBRUARY, 2018

SUMMARY OF ACTIVITIES:

Daily Collections/Property Taxes/Other	\$3,377,476
Franchise Tax.....	0
Sales & Use Tax.....	220,602
Powel Bill.....	0
Total Revenue	\$3,598,078

Expenditures: General, Water, Electric and Firemen's Fund..... \$3,329,708

FINANCE:

- Compiled and submitted monthly retirement report on 2/28/18
- Issued 48 purchase orders
- Processed 732 vendor invoices for payment and issued 380 accounts payable checks
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll taxes on 2/9/2018 and 2/23/2018
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Collected \$0 on past due privilege license fees. **NOTE:** Total collected now at \$10,374. The past due collections are the result of mailing some 284 past due notices to local businesses. Approximately 40 second notices were sent
- Sent 0 past due notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$7,026
- Processed 7 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$304.33 (EMS = \$125.58; SRAC = \$178.75; Utility= \$0; and Other = \$0).
- Invoiced six(6) grave openings for a total of \$4,200
- Invoiced Smithfield Housing Authority and Johnston Community College for Police Security
- Paid \$0 to First Citizens Bank for bank fees in February
- Paid \$6,687 to PNC Bank for credit/debit card fees

FINANCE DIRECTOR

- Attended Town Council Meeting on February 6, 2018
- Met with First Citizens Bank newly hired commercial banker, Stephen Parker on February 6, 2018 to review relationship
- Met with First Citizen Bank Business and Treasury Services Representative, Kathryn Pond, on February 15, 2018, to review purchase cards. Agreed to provide list of Town vendors to determine if Town is eligible
- Completed Accounts Receivable Questionnaire for Accounts Receivable Module on February 19, 2018
- Reviewed Accounts Receivable Questionnaire with Tyler Tech Rep on February 22, 2018
- Prepared budget amendment for Planning Department on February 23, 2018
- Attended Department Head Meeting on February 26, 2018
- Provided budget spreadsheets to Department Heads on or about Feb. 17, 2018
- Attended Firemen Relief Board meeting on February 27, 2018



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 - 2018

	February	Calendar Year to date
Town Council		
Zoning Map Ammendments	0	0
Special Use Permit	1	2
Zoning Ordinance Amendments	1	2
Major Subdivisions	0	0
Annexations	0	0
Special Events	1	1
Site Plan	0	0
Planning Board		
Zoning Map Amendments	4	4
Zoning Ordinance Ammendments	2	3
Major Subdivisions	0	0
Board of Adjustment		
Variance	0	0
Admin Appeal	0	0
Historic Properties Commission		
Certificate of Appropriateness	0	0
Historic Landmarks	0	0



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

Permit Issued for February 2018

				Permit Fees	Permits Issued
Site Plan	Major Site Plan			150.00	1
Site Plan	Minor Site Plan			\$200.00	2
Zoning	Land Use			\$1,150.00	13
Zoning	Sign			\$100.00	2
Report Period Total:				\$1,600.00	18
Fiscal YTD Total:				\$11,100.00	158
Z18-000018	Zoning	Land Use	Residential driveway	29 Fox Chase Lane	
Z18-000017	Zoning	Land Use	Firehouse Subs Restaurant	515 Outlet Center Drive	
Z18-000019	Zoning	Land Use	Keystone Novelties Distributors	1273 North Brightleaf Blvd	
Z18-000020	Zoning	Sign	Keystone Novelties Fireworks Sales	1273 North Brightleaf Blvd	
Z18-000021	Zoning	Land Use	Verizon Wireless	1053 Outlet Center Drive	
SP18-000002	Site Plan	Minor Site Plan	Auto Sales Repair and Storage	1195 Brogden Road	
SP15-000007	Site Plan	Major Site Plan	Tunnel Car Wash	1203 North Brightleaf Blvd	
SP18-000004	Site Plan	Minor Site Plan	Air Compressor Shelter.	3250 US 70 Bus Hwy W.	
Z18-000023	Zoning	Land Use	Wash and Wash Laundromat	1302 & 1304 S. Brightleaf Blvd	
Z18-000024	Zoning	Land Use	Mobile Home Replacement	201 Everett Lane	
Z18-000025	Zoning	Land Use	CTH Rentals, LLC	101 NC 210 Highway	
Z18-000026	Zoning	Land Use	Carolina Lease Management Group	101 NC Hwy 210	
Z18-000028	Zoning	Land Use	Skechers	1025 Outlet Center Drive	
Z18-000027	Zoning	Land Use	Johnston-Lee Harnett Comm Action	1102 Massey Street	
Z18-000029	Zoning	Land Use	West Calvary Church / HC Ramp	402 McCullers Street	
Z18-000030	Zoning	Land Use	Salon 29:11 LLC	226 Venture Drive	
Z18-000031	Zoning	Sign	Dollar General #3865	429 West Market Street	
Z18-000032	Zoning	Land Use	Dollar General #3865	429 West Market Street	



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING February 28, 2018**

I. STATISTICAL SECTION

Month Ending Feb. 28, 2018	Feb-18	Feb-17	Total 2018	Total 2017	YTD Difference
Calls For Service	1700	1685	3526	3421	105
Incident Reports Completed	138	151	279	299	-20
Cases Closed	93	108	191	199	-8
Accident Reports	53	60	130	130	0
Arrest Reports	96	118	200	234	-34
Burglaries Reported	2	5	11	14	-3
Drug Charges	28	52	60	87	-27
DWI Charges	8	4	11	13	-2
Citations Issued	170	230	382	432	-50
Speeding	46	85	98	179	-81
No Operator License	31	26	76	76	0
Registration Violations	34	26	65	62	3

II. PERSONNEL UPDATE

The Police Department currently is fully staffed. One officer remains in field training and has just gone to a second FTO. One officer is out due to being burned and will be out for a month till he has healed.

III. MISCELLANEOUS

The department has completed Narcan Training during February and will soon have it in all the vehicles. The Narcan can be administered to individual who have overdosed on drugs. The agencies yearly mandated in service training has began and is being completed on line.

REPORTED UCR OFFENSES FOR THE MONTH OF FEBRUARY 2018

PART I CRIMES	February 2017	February 2018	+/-	Percent Changed	Year-To-Date 2017	Year-To-Date 2018	+/-	Percent Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	0	0	0	N.C.
ROBBERY	2	2	0	0%	5	4	-1	-20%
Commercial	1	0	-1	-100%	1	1	0	0%
Individual	1	2	1	100%	4	3	-1	-25%
ASSAULT	6	1	-5	-83%	8	6	-2	-25%
 * VIOLENT *	 8	 3	 -5	 -63%	 13	 10	 -3	 -23%
BURGLARY	5	2	-3	-60%	13	11	-2	-15%
Residential	3	1	-2	-67%	10	6	-4	-40%
Non-Resident.	1	1	0	0%	1	2	1	100%
Commercial	1	0	-1	-100%	2	3	1	50%
LARCENY	38	35	-3	-8%	82	74	-8	-10%
AUTO THEFT	1	0	-1	-100%	1	1	0	0%
ARSON	0	0	0	N.C.	0	0	0	N.C.
 * PROPERTY *	 44	 37	 -7	 -16%	 96	 86	 -10	 -10%
 PART I TOTAL:	 52	 40	 -12	 -23%	 109	 96	 -13	 -12%
 PART II CRIMES								
Drug	34	37	3	9%	63	68	5	8%
Assault Simple	13	12	-1	-8%	23	22	-1	-4%
Forgery/Counterfeit	8	3	-5	-63%	11	8	-3	-27%
Fraud	10	6	-4	-40%	13	15	2	15%
Embezzlement	1	0	-1	-100%	2	0	-2	-100%
Stolen Property	1	2	1	100%	1	4	3	300%
Vandalism	6	3	-3	-50%	17	5	-12	-71%
Weapons	3	0	-3	-100%	6	4	-2	-33%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	2	0	-2	-100%	3	0	-3	-100%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	1	1	N.C.	0	1	1	N.C.
D. W. I.	4	8	4	100%	12	10	-2	-17%
Liquor Law Violation	0	0	0	N.C.	0	1	1	N.C.
Disorderly Conduct	0	0	0	N.C.	1	1	0	0%
Obscenity	0	0	0	N.C.	0	1	1	N.C.
Kidnap	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	8	7	-1	-13%	15	12	-3	-20%
 PART II TOTAL:	 90	 79	 -11	 -12%	 167	 152	 -15	 -9%
 =====								
GRAND TOTAL:	142	119	-23	-16%	276	248	-28	-10%

N.C. = Not Calculable



Town of Smithfield
Fire Department
 February, 2018

I. Statistical Section

Responded to	2018 Feb.	Feb. IN	Feb. OUT	2017 Feb.	2018 IN	2018 OUT	2018 YTD	2017 YTD
Total Structure Fires Dispatched	9	2	7	12	15	12	27	25
Confirmed Structure Fires (Our District)	1	1	0	4	6	2	8	6
Confirmed Structure Fires (Other Districts)	0	0	0	3	0	0	1	13
EMS/Rescue Calls	166	155	11	138	277	24	301	267
Vehicle Fires	2	1	1	0	4	1	5	0
Motor Vehicle Accidents	14	14	0	16	29	2	31	26
Fire Alarms (Actual)	7	6	1	8	20	4	24	22
Fire Alarms (False)	10	10	0	5	20	3	23	11
Misc./Other Calls	14	12	2	21	31	8	39	37
Mutual Aid (Received)	1	0	0	6	0	0	12	12
Mutual Aid (Given)	9	0	0	8	0	0	16	18
Overlapping Calls (Calls at the same time)	32	0	0	24	0	0	65	38
TOTAL EMERGENCY RESPONSES	222	200	22	200	396	54	450	388

* Denotes the breakdown of calls, these are not calculated into the totals *

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

	Feb.	YTD
Fire Inspections/Compliance Inspections	23	54
Public Fire Education Programs	3	4
Children in Attendance	27	27
Adults in Attendance	19	39
Plans Review Construction/Renovation Projects	12	18
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	30	57
Re-Inspections	45	57

I. Major Revenues

	Feb.	YTD
Inspections	\$875.00	\$2,325.00
False Alarms	\$100.00	\$1,475.00
Fire Recovery USA	\$1,946.40	\$3,086.40
EMS Debt Setoff	\$125.58	\$125.58

Major Expenses for the Month:

III. Personnel Update:

IV. Narrative of monthly departmental activities:

- We participated in Fire prevention programs throughout the Month of February: A group visited the Fire Station from JCI, we participated in a program at the West Smithfield elementary school, and at SSS high school fire program.

**Town of Smithfield
Public Works Department
Feb. 28, 2018**



195 Total Work Orders completed by the Public Works Department

5 Burials, at \$700.00 each = \$3,500.00

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

\$1,000.00 Sunset Cemetery Lot Sales

\$1,250.00 Riverside Extension Cemetery Lot Sales

357.69 tons of household waste collected

224 tons of yard waste collected

8.23 tons of recycling collected

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
Feb. 28, 2018



I. Statistical Section

5 Burials

5 Works Orders – Buildings & Facilities Division

31 Work Orders – Grounds Division

70 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales: \$1,000.00

Riverside Ext Cemetery Lot Sales: \$1,250.00

Grave Opening Fees: \$3,500.00

Total Revenue: \$5,750.00

III. Major Expenses for the Month:

None for the month.

IV. Personnel Update:

Kelvin Lee was hired on 2/19/2018 as a Facility Maintenance Worker.

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Public Works Department safety meeting was on "Workplace Violence Prevention – Part 1".

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Feb. 28, 2018



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 4 -Work Orders – 9.01 Tons of Asphalt was placed in 4 utility cuts.
- c. Assisted (Cones, containers and cleanup) Police Department with the MLK Parade.
- d. Replaced 6 faded stop signs.
- e. 44 - Work Orders – 3,255lbs. of Cold Patch was used for 90 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

\$1,675 to Withers Ravenel for portion of Pavement Survey study.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting on "Workplace Violence Prevention – Part 1".

**Town of Smithfield
Public Works Department
Feb. 28, 2018 Drainage Report**

Location: 7-14 N Sussex, Woodsdale and Hazelwood, Buffalo and North, 7th and Caswell, 125-150 S Equity, 207-255-270-275-735 N Equity, 1109 Outlet Center, 911 Hancock, MLK and Furlong, S Etna and Market, East and West, MLK and Lemay, Dail Street, 405 Bridge, 5th and Brogden, 806 North, Bayhill and Creekwood, 115 Henly, 830 Berkshire, Hospital near 301, Police Dept, 425 Brogden, 705 1st, 1110-1213 Vermont, 509 Rosewood, 37 Peedin, Coats and Hartley, Stancil and McCullers, 108 Hancock, 6th and Caswell, 42 Peedin, 1109-1051 Outlet Center, 104-410 Canterbury, 110 W Carolinc, South Ave and East Street, Bridge and Front, 900 Hancock.

Starting Date: 2/1/2018
Completion Date: 2/22/2018
Description: Repaired 90 potholes with Perma Patch asphalt.
Man-hours: 14.92hrs.
Equipment: 401 and 905 pickup plus hand tools.
Materials: 54.25 bags of Perma Patch asphalt.

Location: Laurelwood and Laurel Drive, Laurel and Barbour, Langdon and SBL, 3RD and Church, north and 7th, McCullers and Powell, Rainbow and Raindrop,

Starting Date: 2/1/2018
Completion Date: 2/13/2018
Description: Replaced faded and damaged Stop signs.
Man-hours: 4hrs.
Equipment: 401 pickup plus hand tools.
Materials: 6 Stop Signs and 1 u-channel post.

Location: 7th and Woodall.

Starting Date: 2/2/2018
Completion Date: 2/2/2018
Description: Cut back blind corner.
Man-hours: 2hrs.
Equipment: Hand tools.
Materials: N/A

Location: 915 East Street.

Starting Date: 2/5/2018
Completion Date: 2/5/2018
Description: Cleaned out clogged catch basin for positive drainage.
Man-hours: 2hrs.
Equipment: 420 cat backhoe.
Materials: N/A

Location: 15-20 Camelia Drive, 8-10 Eden Drive.
Starting Date: 2/6/2018
Completion Date: 2/6/2018
Description: Repaired 4 utility cuts for utility Department.
Man-hours: 5.5 hrs.
Equipment: 420 Cat backhoe, 405 dump truck plus hand tools.
Materials: 9.01 tons of 12 asphalt.

Location: Smithfield Crossing.
Starting Date: 2/8/2018
Completion Date: 2/14/2018
Description: Cut grass around landscape bed that borders Pine Acres Subdivision.
Man-hours: 24hrs.
Equipment: Mowers and hand tools.
Materials: N/A

Location: Jo. Co. Library landscape.
Starting Date: 2/15/2018
Completion Date: 2/21/2018
Description: Put out a tandem load of topsoil and 1 pallet of sod for Appearance Commission.
Man-hours: 19hrs.
Equipment: 420 Cat backhoe, 405 dump truck plus hand tools.
Materials: 16 tons of topsoil and 1 pallet of sod grass.

Location: 602 E Church Street, Berkshire Road near Parole office.
Starting Date: 2/20/2018
Completion Date: 2/20/2018
Description: Repaired damaged drain line for positive drainage.
Man-hours: 3hrs.
Equipment: Jet Truck plus hand tools.
Materials: 1 yard of 3000psi concrete.

Location: Down town.
Starting Date: 2/23/2018
Completion Date: 2/24/2018
Description: Assisted the Police Department with the MLK parade.
Man-hours: 12.5hrs.
Equipment: 310 trash truck, 905 plus cone trailer.
Materials: 83 cones and 10 event containers.

Location: 5TH Lots, 3RD Street beside Travel Odyssey, Riverside, Woodall Street.
Starting Date: 2/27/2018
Completion Date: 2/27/2018
Description: Cut FEMA Lots.
Man-hours: 5hrs.
Equipment: 401 pickup plus mowers and hand tools.
Materials: N/A.

Asphalt Repair List

Feb. 2018

<u>WO #</u>	<u>Location</u>	<u>District</u>	<u>Size</u>	<u>Repair Date</u>
#16858 (10/26/17)	20 Camelia Dr.	3	Utility cut 12' x 15'	2/6/2018
#17154 (1/10/18)	10 Eden Dr.	3	Utility cut 7' x 7'	2/6/2018
#17175 (1/16/18)	8 Eden Dr.	3	Utility cut 8.5' x 12'	2/6/2018
# 17217 (1/22/18)	15 Camelia Dr.	3	Utility cut 8' x 22'	2/6/2018
			9.01 tons of asphalt was used in: 4 utility cuts	

Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
Feb. 28, 2018



I. Statistical Section

15 Preventive Maintenances
0 North Carolina Inspections
46 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 Public Works Department safety meeting was on "Workplace Violence Prevention – Part 1". The installation of the MIFLEET devices were placed on the Public Works Department vehicles.

Town of Smithfield
Public Works Sanitation Division
Monthly Report
Feb. 28, 2018



I. Statistical Section

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

- a. Sanitation forces completed 23 work orders
- b. Sanitation forces collected tons 357.69 of household waste
- c. Sanitation forces disposed of 112 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0.76 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 1.16 tons of construction debris (C&D)
- f. Town disposed of 83 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.24 tons of recyclable plastic
- h. Recycled 1500 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of cooking oil was collected at the Convenient Site Center
- j. Recycled 2520 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$73.87 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0
- c. Sold 4340 lbs. of shredder steel for \$271.25 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$1,617.00 for disposal of yard waste and debris.

IV. Personnel Update:

No new hires.

V. Narrative of monthly departmental activities:

The department worked closely with Parks & Recreation providing traffic control devices and event containers for special events held at the SRAC. Safety meeting dealing with Workplace Violence Part "1" on Feb 26, 2018. We worked to assist event cans and cones MLK Parade Feb, 24, 2018.

Community Service Workers worked 55.75 hrs:



PARKS AND RECREATION

MONTHLY REPORT FOR FEBRUARY, 2018

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	9
TOTAL ATHLETICS PARTICIPANTS	370
TOTAL NON/ATHLETIC PARTICIPANTS	352
NUMBER OF GAMES PLAYED	56
TOTAL NUMBER OF PLAYERS (GAMES)	1,480
NUMBER OF PRACTICES	65
TOTAL NUMBER OF PLAYER(S) PRACTICES	650

	FEBRUARY, 2018	17/18 FY YTD	FEBRUARY, 2017	16/17 FY YTD
PARKS RENTALS	18	138	9	132
USERS (PARKS RENTALS)	264	13,278	290	9,301
TOTAL UNIQUE CONTACTS	2,746		2,459	

FINANCIAL STATISTICS

	FEBRUARY, 2018	17/18 FY YTD	FEBRUARY, 2017	16/17 FY YTD
PARKS AND RECREATION REVENUES	\$ 6,482.10	\$ 57,592.30	\$ 7,524.93	\$ 42,912.59
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 30,800.24	\$ 432,261.00	\$ 43,848.09	\$ 407,474.77
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 76,159.32	\$ 132,461.55	\$ -	\$ 81,379.04

HIGHLIGHTS

YOUTH BASKETBALL PROGRAMS (7 AGE GROUPS)
 HOSTED THE ANNUAL DADDY DAUGHTER DANCE
 HOSTED THE 7TH ANNUAL HIGH SCHOOL SCRIMMAGES FOR MIRACLE LEAGUES



SMITHFIELD RECREATION AND AQUATICS CENTER

SRAC MONTHLY REPORT FOR FEBRUARY, 2018

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	24
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	2261

	FEBRUARY, 2018	17/18 FY YTD	FEBRUARY, 2017	16/17 FY YTD
SRAC MEMBER VISITS	4815	39527	5299	40586
DAY PASSES	487	5743	452	5739
RENTALS (SRAC)	38	389	46	547
USERS (SRAC RENTALS)	992	24518	2094	28302
TOTAL UNIQUE CONTACTS	8,068	85,814	9,630	87,376

FINANCIAL STATISTICS

	FEBRUARY, 2018	17/18 FY YTD	FEBRUARY, 2017	16/17 FY YTD
SRAC REVENUES	\$ 50,657.90	\$ 428,561.00	\$ 47,587.83	\$ 419,255.36
SRAC EXPENDITURES	\$ 79,723.35	\$ 589,831.31	\$ 63,297.48	\$ 573,617.67
SRAC MEMBERSHIPS	3178		2959	

HIGHLIGHTS

LIFE GUARD TRAINING CLASSES
ALLIGATOR STEPS PROGRAM TOPPED 500 ATTENDEES
MARLINS SWIM CLINICS TOPPED 225 ATTENDEES



- **Statistical Section**

- Electric CP Demand 20,200 Kw relative to January's demand of 27,822 Kw.
- Electric System Reliability for was 99.999%, with zero (0) recorded outages; relative to January's 99.989%.
- Raw water treated on a daily average was 3.443 MG relative to 3.888 MG for January; with maximum demand of 3.906 MG relative to January's 5.964 MG.
- Total finished water to the system was 91.107 MG relative to January's 117.101 MG. Average daily for the month was 2.939 MG relative to January's 3.777 MG. Daily maximum was 3.586 MG (February 26th) relative to January's 5.559 MG. Daily minimum was 2.854 (February 9th), relative to January's 2.808 MG.

- **Miscellaneous Revenues**

- Water sales were \$225,646 relative to January's \$194,906
- Sewer sales were \$337,593 relative to January's \$288,794
- Electrical sales were \$1,453,702 relative to January's sales of \$1,436,724
- Johnston County Water purchases were \$108,990 for 54.495 MG relative to January's \$113,804 for 56.902 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$881,891 relative to January's \$1,161,631
- Johnston County sewer charge was \$163,280 for 51.397 MG relative to January's \$147,060 for 46.896 MG.

- **Personnel Changes –**

- David Rodriguez was hired on February 5, 2018



**Town of Smithfield
Electric Department
Monthly Report
February, 2018**

I. Statistical Section

- Street Lights repaired -29
- Area Lights repaired -13
- Service calls – 38
- Underground Electric Locates -98
- Poles changed out, installed or removed-27
- Underground Services Installed/Repaired -0

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- Utility Dept. had a Safety meeting on Fire Prevention.

V. Miscellaneous Activities:

- Continuing work on Bookerdairy Rd. Project. All poles & overhead wire has been installed. Directional boring is still in process.
- Assisted Water Plant in installation of Cameras.
- In the process of replacing bulbs on the Civitan Field for Parks & Recreation.



WATER & SEWER

FEBRUARY 2018 MONTHLY REPORT

● DISCONNECT WATER	2
● RECONNECT WATER	0
● TEST METER	7
● TEMPORARY METER SET	1
● DISCOLORED WATER CALLS	5
● LOW PRESSURE CALLS	4
● NEW/RENEW SERVICE INSTALLS	1
● LEAK DETECTION	22
● METER CHECKS	25
● METER REPAIRS	20
● WATER MAIN/SERVICE REPAIRS	5
● STREET CUTS	3
● REPLACE EXISTING METERS	16
● NEXGRID METERS INSTALLED	40
● INSTALL NEW METERS	1
● FIRE HYDRANTS REPAIRED	0
● FIRE HYDRANTS REPLACED	2

- SEWER REPAIRS 7
 - CLEANOUTS INSTALLED 4
 - SEWER MAIN CLEANED 4800LF
 - SERVICE LATERALS CLEANED 1020LF
 - SERVICE CALLS 120
 - LOCATES 125
-
- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
 - INSPECTED ALL AERIAL SEWERS ONE TIME
 - INSPECTED HIGH PRIORITY MANHOLES WEEKLY

MAJOR EXPENSES FOR THE MONTH

- HAD TO REPLACE TURBO ON VAC TRUCK

PERSONNEL UPDATES

- HIRED MARIO MONICA FULL TIME
- HIRED DAVID RODRIGUEZ FULL TIME

UP COMING PROJECTS FOR THE MONTH OF MARCH

- BRASWELL STILL WILL FINISH BOOKER DAIRY ROAD.
- BRASWELL SHOULD START SEWER REPLACEMENT AT DURHAM ST THIS MONTH.



MONTHLY WATER LOSS REPORT

FEBRUARY, 2018

(2) Meters with slow washer leaks

2" Line, 1/8"hole – 1 days

6" Line, Slow leak on tapping sleeve – 1 week

3/4" Line, 1/16"hole – 2hrs

3/4" Line, 1/16"hole – 1day

Hydrant Flushing

Smithfield Water Plant

Distribution Sampling Site Plan

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	02/26/18	3.4	15	7965	10	North Street	02/28/18	0.5	15	63720	40
Computer Drive	02/26/18	2.4	15	31860	10	West Street	02/28/18	0.5	15	71220	50
Castle Drive	02/26/18	0.6	15	7965	10	Regency Drive	02/28/18	1	15	19500	60
Parkway Drive	02/26/18	1.5	15	63720	40	Randers Court	02/28/18	1	15	15930	40
Garner Drive	02/26/18	1.5	15	31860	40	Noble Street	02/28/18	0.5	15	15930	40
Hwy 210 LIFT ST.	02/26/18	3.2	15	7965	40	Fieldale Dr#1(L)	02/28/18	1	15	15930	40
Skyland Drive	02/26/18	1.5	15	7965	10	Fieldale Dr#2(R)	02/28/18	1	15	15930	40
Bradford Street	02/27/18	0.7	15	31860	10	Heather Court	02/28/18	1	15	15930	40
Kellie Drive	02/27/18	0.6	15	7965	10	Reeding Place	02/28/18	1	15	15930	40
Edgewater	02/27/18	0.6	15	7965	10	East Street	02/28/18	0.5	15	63720	40
Edgcombe	02/27/18	0.6	15	15930	40	Smith Street	02/28/18	1	15	63720	40
Valley Wood	02/27/18	0.6	15	63720	40	Wellons Street	02/28/18	0.5	15	63720	40
Creek Wood	02/28/18	0.6	15	7965	40	Kay Drive	02/27/18	2	15	38985	15
White Oak Drive	02/28/18	0.5	15	7965	10	Huntington Place	02/27/18	2.5	15	9750	15
Brookwood Drive	02/28/18	0.4	15	22515	5	N. Lakeside Drive	02/27/18	2.5	15	38985	15
Runnymede Place	02/28/18	1.5	15	31860	10	Cypress Point	02/27/18	2.5	15	34890	12
Nottingham Place	02/28/18	1.3	15	31860	10	Quail Run	02/27/18	2.5	15	8715	12
Heritage Drive	02/28/18	0.6	15	31860	10	British Court	02/27/18	2.5	15	8715	12
Noble Plaza #1	02/28/18	0.7	15	7965	10	Tyler Street	02/27/18	3	15	78030	60
Noble Plaza #2	02/28/18	0.7	15	7965	10	Yelverton Road	02/26/18	3	15	63720	40
Pinecrest Street	02/28/18	0.8	15	7965	10	Ava Gardner	02/26/18	1	15	15930	40
S. Sussex Drive	02/28/18	1.3	15	7965	10	Waddell Drive	02/26/18	1.5	15	7965	10
Elm Drive	02/28/18	1	15	7965	10	Henly Place	02/26/18	1	15	8715	12
Bradford Street	02/28/18	0.7	15	31860	10	Birch Street	02/26/18	3	15	34890	12
Coor Farm Supply	02/28/18	0.8	15	7965	10	Pine Street	02/26/18	3	15	38985	15
Old Goldsboro Rd.	02/28/18	0.8	15	7965	10	Oak Drive	02/26/18	3	15	9435	14
Hillcrest Drive	02/28/18	0.5	15	31860	10	Cedar Drive	02/26/18	1.5	15	7965	10
Eason Street	02/28/18	1.5	15	15930	40	Aspen Drive	02/26/18	2	15	8715	12
Magnolia circle	02/28/18	1	15	63720	40	Furlonge Street	02/26/18	3	15	34890	12
Rainbow Drive	02/28/18	2.5	15	19500	60	Golden Corral	02/26/18	3	15	40290	16
Rainbow Circle	02/28/18	2.5	15	19500	60	Holland Drive	02/26/18	0.5	15	9750	15
Moonbeam Circle	02/28/18	2.5	15	19500	60	Davis Street	02/26/18	0.5	15	34890	12
Ray Drive	02/28/18	0.5	15	15930	60	Caroline Ave.	02/26/18	3	15	31860	10
Will Drive	02/28/18	0.5	15	15930	40	Johnston Street	02/26/18	1.5	15	38985	15
Michael Lane	02/28/18	0.5	15	63720	40	Ryans	02/26/18	1	15	9750	15
Ward Street	02/28/18	1	15	15930	40						

**Town of Smithfield
Water Treatment Plant**

All figures are in MGD.

**Feb-18
Plant Totals**

Date	Rate of Flow	Hrs. Operated	Raw Treated	Finish Metered	Plant Useage	Finish to Dist. System	% of RAW TREATED TO SYSTEM
1	3.75	19.0	3.000	3.103	0.0660	3.037	101.23
2	3.75	20.5	3.319	3.206	0.0570	3.149	94.88
3	3.75	20.0	3.043	3.053	0.0670	2.986	98.13
4	3.75	20.5	3.193	3.155	0.0740	3.081	96.49
5	3.75	21.5	3.323	3.392	0.0630	3.329	100.18
6	3.75	23.0	3.621	3.566	0.0700	3.496	96.55
7	3.75	22.0	3.452	3.185	0.0840	3.101	89.83
8	3.75	21.5	3.368	3.249	0.0590	3.190	94.71
9	3.75	20.5	3.160	2.930	0.0760	2.854	90.32
10	3.75	22.5	3.572	3.212	0.0840	3.128	87.57
11	3.75	22.0	3.444	3.333	0.0870	3.246	94.25
12	3.75	23.0	3.594	3.376	0.0860	3.290	91.54
13	3.75	22.5	3.512	3.490	0.0830	3.407	97.01
14	3.75	21.5	3.317	3.333	0.0550	3.278	98.82
15	3.75	23.0	3.535	3.149	0.0540	3.095	87.55
16	4.25	20.5	3.368	3.151	0.0540	3.097	91.95
17	4.25	20.5	3.423	3.282	0.0520	3.230	94.36
18	3.75	22.0	3.416	3.257	0.0520	3.205	93.82
19	3.75	22.0	3.417	3.494	0.0570	3.437	100.59
20	3.75	22.0	3.453	3.257	0.0760	3.181	92.12
21	3.75	23.0	3.611	3.521	0.0910	3.430	94.99
22	4.00	22.0	3.906	3.547	0.0910	3.456	88.48
23	3.75	23.0	3.580	3.381	0.0540	3.327	92.93
24	3.75	23.0	3.598	3.552	0.0790	3.473	96.53
25	3.75	22.0	3.505	3.503	0.0900	3.413	97.38
26	3.75	22.5	3.532	3.644	0.0578	3.586	101.53
27	3.75	22.5	3.537	3.392	0.0850	3.307	93.50
28	3.75	23.0	3.597	3.385	0.0870	3.298	91.69
29						0.000	#DIV/0!
30						0.000	#DIV/0!
31						0.000	#DIV/0!
Total	106.25	611.0	96.396	93.098	1.991	91.107	94.51
Avg	3.79	21.8	3.443	3.325	0.071	2.939	
Max	4.25	23.0	3.906	3.644	0.091	3.586	
Min	3.75	19.0	3.000	2.930	0.052	0.000	