Mayor

Andy Moore

**Mayor Pro-Tem** 

**Emery Ashley** 

**Council Members** 

J. Perry Harris

Marlon Lee

Travis Scott

Roger Wood

Stephen Rabil

John Dunn

**Town Attorney** 

Robert Spence, Jr.

Town Manager

Michael Scott, Town Manager

**Finance Director** 

Greg Siler

Town Clerk

Shannan Williams



Town Council

Agenda

Packet

Meeting Date: Tuesday, July 12th, 2016

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



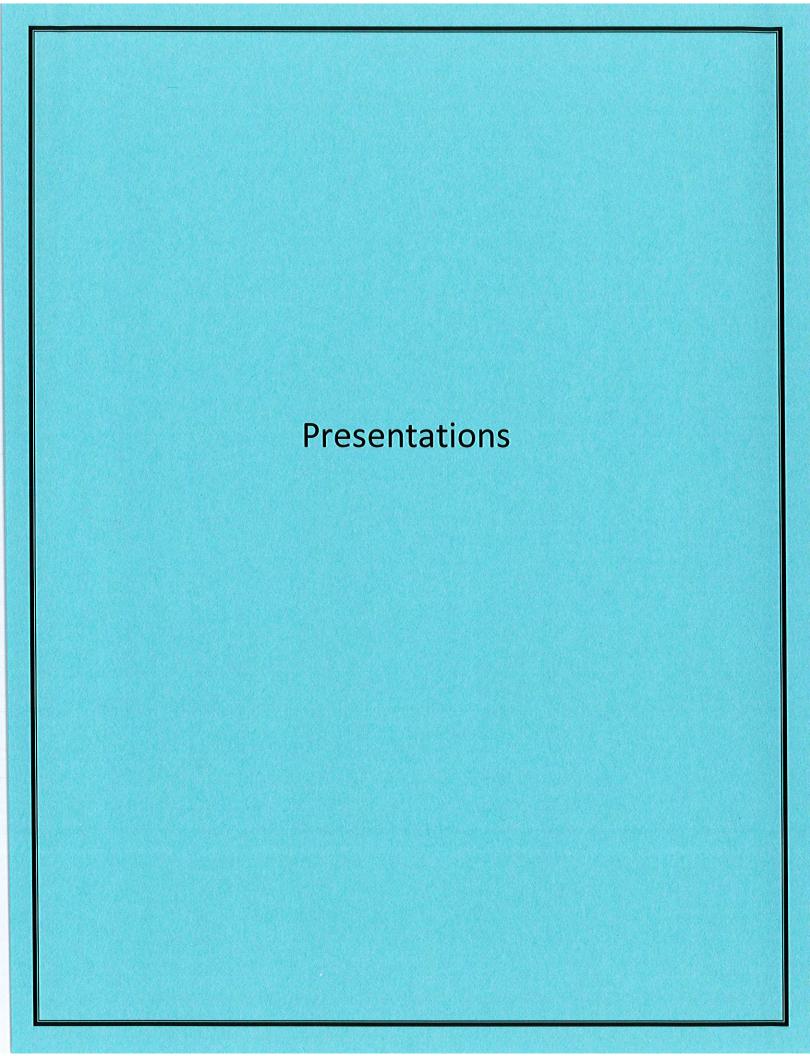
# TOWN OF SMITHFIELD TOWN COUNCIL AGENDA REGULAR MEETING JULY 12, 2016 7:00 PM

Call to	Order		
Invoca	ntion		
Pledge	of Allegiance		
Appro	val of Agenda		
		Page	<u>e</u>
Preser	ntations:		
1.	Life Savings Awards pr	resented to Lt. Ryan Sheppard and Officer Sean Cook	
		R. K. Powell) <u>See</u> attached information1	
Public	Hearing:		
1.	conduct a studio for the district. The property Street approximately a property is further idea	actions: The applicant is requesting a conditional use permit to the performing arts on property located within a B-2 (Business) zoning considered for approval is located on the south side of East Market 200 feet southeast of its intersection with Brightleaf Boulevard. The intified as Johnston County Tax ID # 15027026.	
Citizer	ns Comments:		
Conse	nt Agenda Items:		
1.	Approval of <b>Minutes</b> :	May 23, 2016 – Budget Work Session June 1, 2016 – Budget Work Session June 7, 2016 – Regular Meeting June 7, 2016 – Closed Session (Under Separate Cover) June 20, 2016 – Budget Work Session	
2.	hold a street crusade Street Church on July 1	a Hinnant of Blessed by God Ministries is seeking approval to (parade) in association with the dance ministry at the Blount L6, 2016 from 11:00 am – 2:00 pm. aul Embler) See attached information	

3.	Special Events: Marlon Lee is seeking approval for amplified sound at Smith Collins Park every Sunday July 17 <sup>th</sup> – September from 4:00 pm – 9:00 pm for community softball games.	
	(Planning Director – Paul Embler) <u>See</u> attached information	3
4.	Consideration and approval for a career ladder increase for an employee in the Public Utilities Department, Water Plant Division.	
	(Public Utilities Director – Ted Credle) <u>See</u> attached information70	)
5.	Consideration and approval to enter into an agreement with Once Source Document Solutions for software upgrade and agenda management.	
	(Town Clerk – Shannan Williams) <u>See</u> attached information7	2
6.	Consideration and approval to enter into an agreement with MuniCode to perform a legal review of the Town's Code of Ordinances.	
	(Town Clerk – Shannan Williams) <u>See</u> attached information7	8
7.	Consideration and approval of a contract renewal with Grid One Solutions to perform utility meter reading services beginning July 1, 2016.	
	(Finance Director – Greg Siler) <u>See</u> attached information	5
8.	Consideration and Approval of a contract renewal with Lane Lawn Care for Parks and Recreation.	
	(Parks and Recreation Director – Gary Johnson) <u>See</u> attached information9	4
9.	Consideration and Approval of a contract renewal with Lane Lawn Care for Town Right of Ways, I-95 Exits and the Water Plant.	
	(Public Works Director – Lenny Branch) <u>See</u> attached information10	12
10.	Fee Schedule Amendments	
	(Town Manager – Michael Scott) <u>See</u> attached information11	0
11.	New Hire Report (Human Resources Director/ PIO – Tim Kerigan) <u>See</u> attached information14	2
Busin	ess Items	
1.	Consideration and approval of Resolution # 590 (17-2016) Conveyance of Surplus Property to the Town of Wilson's Mills.	
	(Interim Chief of Police – R. K. Powell) <u>See</u> attached information14	14
2.	Bid Award to T & D Solutions for the installation of the additional transformer at the Brogden Road Substation in the amount of \$181,111.00.	
	(Public Utilities Director – Ted Credle) <u>See</u> attached information14	18

		<u>Page</u>
3.	Bid Award to Lekson Associates for the purchase of the relay cabinet at the Brogden Road Substation in the amount of \$ 34,082.00.	
	(Public Utilities Director – Ted Credle) <u>See</u> attached information	152
4.	Downtown Smithfield Development Corporation request to refinance Streetscape Loan for a lower interest rate payment and consider alternative options on arrears. Update on the 2006 Streetscape Loan	
	(Finance Director – Greg Siler and Interim Town Manager – Jim Freeman)	
	See attached information	156
5.	Consideration and approval to purchase property located on 116 South 5 <sup>th</sup> Street	
	(Town Manager – Michael Scott) <u>See</u> attached information	166
Counc	ilmember's Comments	
Town	Manager's Report	
	Financial Report ( <u>See</u> attached information)	170
	Department Reports (See attached information)	
	Manager's Report (Will be provided at the meeting)	
Closed	Session: Pursuant to NCGS 143-318.11 (a) (6) to discuss a personnel matter	

Adjourn



## Town of Smithfield Town Council Action Form

**Item: Recognition** 

**Staff Work By:** Interim Chief R. K. Powell **Presentation:** Town Manager's Discretion

#### **Presentation:**

The police department is asking to recognize Lt. Sheppard and Officer Cook by awarding each of them Life Saving Awards for their actions on January 30, 2016 that resulted in the saving of a life.

#### **Action Requested:**

Lt. Sheppard and Officer Cook will be presented with their Life Saving Awards during this portion of the meeting.



## SMITHFIELD POLICE DEPARTMENT

O in the second

110 S. Fifth Street • Smithfield, NC 27577 Phone: (919) 934-2121 • Fax: (919) 934-0223

To:

Mike Scott, Town Manager

From:

Interim Chief R.K. Powell

Subject:

Life Saving Award

Date:

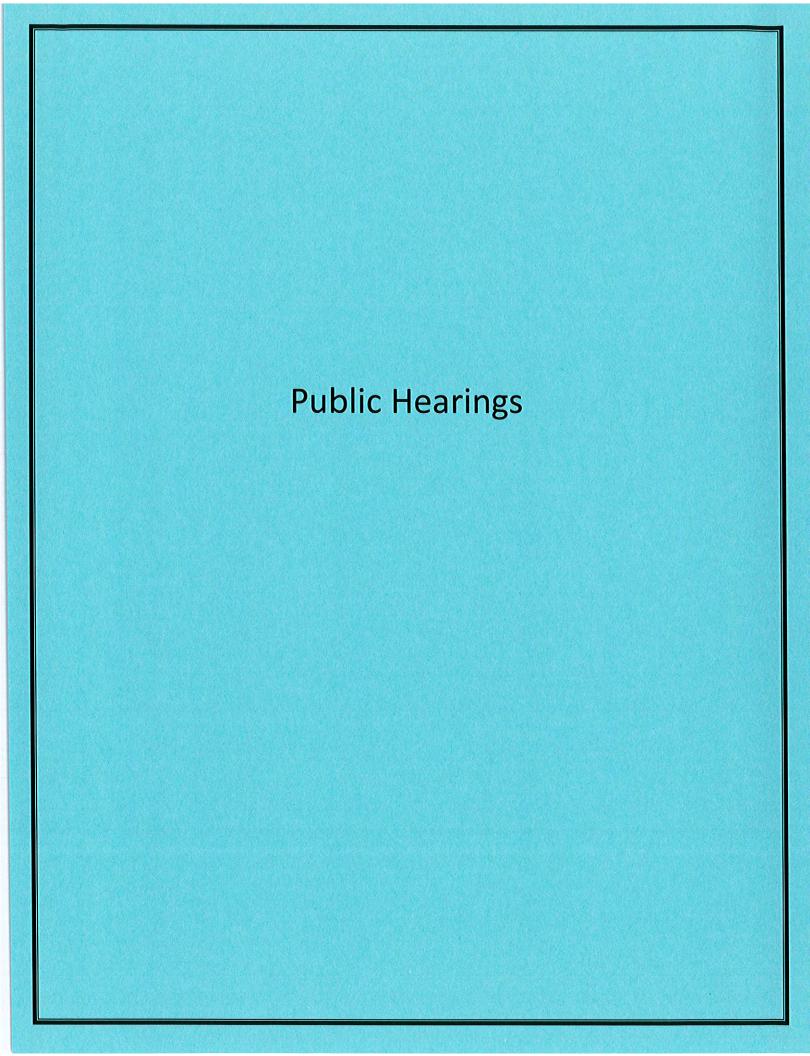
June 20, 2016

On January 30, 2016 at 0502 hrs, Officers with the Smithfield Police Department responded to a house fire at 116 South Fifth Street which is next door to the police department. When Officers arrived after being summoned by one of the residents, they saw heavy smoke coming from the residence. They were advised that people were still inside the burning house. Even though the house was consumed with heavy smoke, Lt. Sheppard and Officer Cook entered the residence with no regard for their own personal safety to located anyone still inside.

Lt. Sheppard and Officer Cook were able to locate Ms. Helen Davis still inside the residence, and after several attempts were able to get her out of the residence unharmed. One other resident (Michael Davis ) had been upstairs at the time of the fire but no one was able to make reach him due to the smoke and fire. Michael Davis was overcome by the smoke and died in the fire.

Lt. Sheppard and Officer Cook's actions demonstrate the commitment and dedication to serve and protect the citizens of Smithfield. Police Officers are often the first to arrive on scene which are chaotic and dangerous but they don't hesitate to take the challenge that lies before them. Their actions kept this situation from becoming a double tragedy that day for the family. We would also like to remember the Smithfield Fire Department for their quick response and actions on that day.

The Smithfield Police Department takes great pride in acknowledging Lt. Sheppard and Officer Cook for their unselfish actions on January 30, 2016.





Town of Smithfield

Planning Department 350 East Market Street P.O. Box 761

Smithfield, NC 27577

Phone: 919-934-2116 Fax: 919-934-1134

#### STAFF REPORT

Application Number: CUP-16-04
Project Name: Grodproductions

TAX ID number: 15027026

Town Limits/ETJ: City

Applicant: Gerald Lamont Sanders Sr.

Owners: Bonnie Godwin

Agents: none Neighborhood Meeting: none

PROJECT LOCATION: South side of East Market Street approximately 200 feet southeast of

its intersection with Brightleaf Boulevard.

REQUEST: The applicant is requesting a conditional use permit to operate a performing arts /

recording studio on property located within a B-2 (Business) zoning district.

#### SITE DATA:

Acreage: .14 acres
Present Zoning: B-2 (Business)

Proposed Zoning: N/A

Existing Use / Previous: Residential on 2<sup>nd</sup> floor and retail / vacant ground floor

**DEVELOPMENT DATA:** The property considered for approval contains a large residential structure which fronts on Ninth Street and a smaller building which fronts on East Market Street. This smaller building contains a residential unit on the second floor and the first floor will contain the requested recording studio. Parking is provided in the rear of the building.

Proposed Use: Studio for audio and video recording of performing arts.

**ENVIRONMENTAL:** There does not appear to be any environmentally sensitive areas on the property considered for a Conditional Use permit to include flood plains or designated wetlands.

#### **ADJACENT ZONING AND LAND USES:**

North:

Zoning:

B-2 (Business)

Existing Use: Drug store

South:

Zonina:

B-2 (Business)

Existing Use: Commercial Tanning

East:

Zoning:

B-2 (Business)

Existing Use: Residential

West:

Zoning:

B-2 (Business)

Existing Use: Funeral Home

STAFF ANALYSIS AND COMMENTARY: The proposed studio for the performing arts will be a small scale recording studio that produces and trains local artist in the audio and video craft. Staff does not anticipate compatibility issue with surrounding land uses providing that the parking needs do not exceed the limited available parking and all noise ordinances are adhered to.

#### o Consistency with the Strategic Growth Plan

The proposed recording studio is consistent with the recommendations of the Comprehensive Growth Management Plan which calls for commercial uses near the intersection of Bright Leaf Boulevard and Market Street.

#### o Consistency with the Unified Development Code

A recording studio is a permitted uses within B-2 (Business) zoning district with a valid conditional use permit. Adequate parking exists in the rear of the structure and no other site improvements are requested at this time.

#### Compatibility with Surrounding Land Uses

A recording studio at this location should not pose a compatibility issue with surrounding land uses providing that all noise ordinances are adhered to.

#### Signs

The proposed recording studio will qualify for one wall sign. There does not appear to be adequate space on the lot for a ground sign.

OTHER:

FIRE PROTECTION:

Town of Smithfield

SCHOOL IMPACTS:

NA

PARKS AND RECREATION:

NA

ACCESS/STREETS:

East Market Street

WATER/SEWER PROVIDER: Town of Smithfield

**ELECTRIC PROVIDER:** 

Town of Smithfield

#### Planning Department Recommendations:

The Planning Department recommends approval of the request for a conditional use permit to allow for the operation of a recording studio on property located within a B-2 (Business) zoning district.

#### Planning Board Recommendations:

The Planning Board, at its June 2, 2016 meeting, unanimously voted to recommend approval of the conditional use permit request for a recording studio on property located within a B-2 zoning district with the following condition of approval:

1. The hours of operation are set at 12:00 P.M. - 9:00 P.M.

#### **Town Council Action Requested:**

The Smithfield Town Council is requested to review the petition and make a decision in accordance with the finding of fact for a conditional use permit to allow for a recording studio on property located within a B-2 (Business) zoning district.

## Planning Board Report for CUP-16-04 Grodproductions

**CUP-16-04 Grodproductions:** 

(Excerpt from draft minutes)

Mr. Upton opened the public hearing.

Mr. Helmer stated the applicant is requesting a conditional use permit to conduct a studio for the performing arts on property located within a B-2 (Business) zoning district. The property considered for approval is located on the south side of East Market Street approximately 200 feet southeast of its intersection with Bright Leaf Boulevard. The property is further identified as Johnston County Tax ID# 15027026.

Mr. Helmer stated the property considered for approval contained a large residential structure which fronts on Ninth Street and a smaller building which fronts on East Market Street. This smaller building contains a residential unit on the second floor and the first floor will contain the requested recording studio. Parking is provided in the rear of the building. The proposed use is a studio for audio and video recording of performing arts.

Mr. Helmer stated there does not appear to be any environmentally sensitive areas on the property considered for a Conditional Use Permit to include flood plains or designated wetlands. The proposed recording studio is consistent with the recommendations of the Comprehensive Growth Management Plan which calls for commercial uses near the intersection of Bright Leaf Boulevard and Market Street. A recording studio is a permitted use within a B-2 (Business) zoning district with a valid Conditional Use Permit. Adequate parking exists in the rear of the structure and no other site improvements are requested at this time.

Mr. Helmer stated a recording studio at this location should not pose a compatibility issue with surrounding land uses providing that all noise ordinances are adhered to. The proposed recording studio will qualify for one wall sign. There does not appear to be adequate space on lot for a ground sign. The Town of Smithfield will provide fire protection as well as water/sewer and electric services.

Planning staff recommends approval of the Conditional Use Permit request to allow for the operation of a recording studio on property located within a B-2 (Business) zoning district.

The Planning Board is requested to review the petition and make a recommendation to Town Council in accordance with the finding of fact for a conditional use permit to allow for a recording studio on property located within a B-2 (Business) zoning district.

Mr. Upton asked if anyone wanted to speak for or against the proposal.

Mark Lane asked if the applicant was present.

Mr. Helmer stated the applicant was present.

Gerald Sanders, 103 Britt Street Smithfield, stated he was the applicant of the performing arts studio.

Daniel Sanders asked the applicant how the neighbors in the area felt about the recording studio coming to their neighborhood.

Gerald Sanders stated he spoke with the resident upstairs and requested him to let Mr. Sanders know if he was being too loud. Mr. Sanders stated the equipment that is used is mainly headphones and not large speakers and that loud noise should not pose a problem.

Mark Lane stated he was concerned with the level of noise.

Gerald Sanders stated the studio is more for recording and lots of outside noise can actually interfere with the music. You can do this type of work in a house, but this is more for commercial use.

Teresa Daughtry asked with there being a residence upstairs and commercial downstairs if the building met the fire code.

Mr. Helmer stated when the upstairs apartment was converted residential and the downstairs unit was rehabilitated for commercial uses; the fire inspector inspected the structure.

Teresa Daughtry asked if the project would still have to pass an inspection prior to permitting.

Mr. Helmer stated yes the applicant would have to get an inspection prior to occupying the space.

Daniel Sanders asked how Hugh Sanders, the funeral home owner, felt about the applicant moving in next door.

Gerald Sanders stated he hasn't had any problems with Hugh Sanders. He stated there's a separation between him and the funeral home. He stated he really hasn't had the time to speak with surrounding neighbors since there's a process to try and get everything for approval.

Teresa Daughtry asked if the studio would be open to the public and what would be the hours of operation.

Gerald Sanders stated the studio would be open to the public. He stated he has a full time job so starting off the studio would be open by appointment in the evenings.

Teresa Daughtry asked what evening time meant.

Gerald Sanders stated about 3 or 4 pm until 9pm.

Mark Lane asked if the house next door located on Ninth Street was vacant.

Gerald Sanders stated that house was occupied.

Mr. Helmer stated he did drive by the area and looked at the property. All three structures are owned by Bonnie Mac LLC and did see some activity and some personal items on the porch and looked as though it was occupied.

Mr. Helmer asked in modifying the internal space of the building if a sound proof booth would be constructed and control room.

Gerald Sanders stated yes, but there wouldn't be too much modification.

Teresa Daughtry stated she would like to know the definition of an art studio.

Gerald Sanders stated the art is more like open mic poetry, gospel, R&B, or someone who wants to express themselves through music.

Teresa Daughtry asked if it was a group of people gathering together.

Gerald Sanders stated no. He stated you really want to keep the sound down so that it doesn't interfere with the music because the microphones pick up so much.

Ashley Spain asked if it was more by appointment only.

Gerald Sanders stated that was correct.

Stephen Upton asked what the latest hour the studio would be open.

Gerald Sanders stated 9pm.

Mark Lane asked what the earlies hours he would be open.

Gerald Sanders stated 12pm.

Teresa Daughtry stated conditions should be placed on the permit for hours of operation.

Teresa Daughtry asked if 11pm was the noise ordinance time.

Stephen Upton stated 11pm.

Daniel Sanders asked the applicant what his hours would be if there is a viewing at the funeral home going on next door.

Gerald Sanders stated he would be conscious of what other businesses in the area have going on. Noise would not be going on in the studio since headphones are being used. The only time sound would come out is during playback.

Teresa Daughtry asked how many parking spaces are allowed and was that requirement being met.

Mr. Helmer stated the building was rehabbed a while back and at that time 8 parking spaces were allowed.

Ashley Spain asked with the building being a commercial setting, would it have to be handicap accessible internally and externally.

Mr. Helmer stated that was addressed at the time of rehab of the building. It is a building code issue and can be addressed at the time of inspection.

Gerald Sanders stated there was a ramp located at the back of the building.

Mark Lane asked if the building would pass handicap inspection.

Mr. Helmer stated the older buildings have to meet handicap accessibility as much as practical and most of those buildings do not have enough room.

Gerald Joyner asked if there will be any employees and if so how many. Mr. Joyner also asked how many cars would be in the parking lot at one time.

Gerald Sanders stated he would be the only employee and at most there will be two cars at one time.

Daniel Sanders asked the town attorney, Bob Spence, if the board could place time limits on the businesses operation hours.

Bob Spence stated yes as long as it has a reason related to noise etc.

Mark Lane asked if a noise problem arises could the permit be pulled.

Bob Spence responded that the permit could be pulled but it would be more difficult.

Being no further questions, Mr. Upton closed the public meeting for CUP-16-04.

Mark Lane made a motion, seconded by Jack Matthews, to move to the Finding of Fact.

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

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

The proposed studio for the performing arts at this location will not materially endanger the public where shown because the site has existing parking available and layout of the site facilities safe movement of automobiles and pedestrian traffic with little additional congestion. All members stated true.

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

The proposed studio for the performing arts at this location conforms to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance providing a conditional use permit is secured and a valid zoning permit issued. All members stated true.

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

The proposed studio for the performing arts at this location will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses providing noise does not exceed the published noise ordinance standards. All members stated true.

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

The proposed studio for the performing arts at this location will not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development proving all minimum development standards are met to include minimum parking standards. All members stated true.

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

Teresa Daughtry made a motion, seconded by Mark Lane to recommend approval of a conditional use permit to conduct a studio for the performing arts on property located within a B-2 (Business) zoning district with the following conditions:

1. The hours of operation are set at 12pm-9pm.

Unanimous.

Duly adopted this the 2<sup>nd</sup> day of June 2016.

Mr. Steve Upton, Planning Board Vice Chairman

**ATTEST** 

Mark E. Helmer, AICP, CZO Senior Planner

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

Application Number: CUP-16-04 Name: Grodproductions

**Request:** Applicant seeks a CUP for a recording studio for the preforming arts.

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

#### 1. Finding One of Four:

Circle One

#### A. Approval:

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

The proposed studio for the performing arts at this location will not materially endanger the public were shown because the site has existing parking available and layout of the site facilitates safe movement of automobiles and pedestrian traffic with little additional congestion.

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

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

The proposed studio for the performing arts may endanger the public were shown if more automobiles exist on the lot than what the site is designed to safely hold.

#### 2. Finding Two of Four:

Circle One

#### A. Approval:

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

The proposed studio for the performing arts this location conforms to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances providing a conditional use permit is secured and a valid zoning permit issued.

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

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

The proposed studio for the performing arts this location does not conform to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances because the intensity of the use is great enough to exceed the available on-site parking.

#### 3. Finding Three of Four:

Circle One

#### A. Approval:

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

The proposed studio for the performing arts this location will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses providing noise does not exceed the published noise ordinance standards.

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

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

The proposed studio for the performing arts at this location may be detrimental to the adjacent residential land use to the above and to the east due to increased traffic and noise generated by activities associated with a recording studio.

#### 4. Finding Four of Four:

Circle One

#### A. Approval:

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

The proposed studio for the performing arts at this location will not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development proving all minimum development standards are met to include minimum parking standards.

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

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

The proposed studio for the performing arts at this location will adversely affect the adopted plans and policies of the Town of Smithfield, and violate the character of existing standards for development if the demand for parking exceeds the limited parking available at the site.

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

Motion to Approve: Based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to approve Conditional Use Permit Application # CUP-16-04.
Motion to Deny: Based upon failure to meet all of the above four stated findings and for reasons stated therein, I move to deny Conditional Use Permit Application # CUP-16-04 for the following stated reason:
6. Record of Decision:
<ol> <li>Record of Decision:         Based on a motion and majority vote of the Town of Smithfield Town Council for the Conditional Use Permit Application Number CUP-16-04 is hereby:         recommended for approval upon acceptance and conformity with the following conditions; or,     </li> </ol>
recommended for denial for the noted reasons.
Decision made this day of, 20 while in regular session.
M. Andy Moore, Mayor
ATTEST:
Shannan L. Williams, Town Clerk

CUP-16-04 Page 5 of 5



Town of Smithfield
Planning Department

350 E. Market St Smithfield, NC 27577 P.O. Box 761, Smithfield, NC 27577

Phone: 919-934-2116 Fax: 919-934-1134

## CONDITIONAL USE PERMIT APPLICATION

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

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

SITE INFORMATION:
Name of Project: GROPPRONCTIONS Acreage of Property: 14 A C
Parcel ID Number: 169419-60-7485 Tax ID: 35-2432419 502702
Deed Book: 3222 Deed Page(s): PAGE 117-117
Address: 810 E MARKET STR. SMITHFIFLD NO 27577
Location:
Existing Use: Valunt / residential Proposed Use: Performing Arts studio
Existing Zoning District: 3-2
Requested Zoning District NA
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): Gntry Consider
FOR OFFICE USE ONLY
File Number: CVP-16-0f Date Received: 5/6/16 Amount Paid: #30000

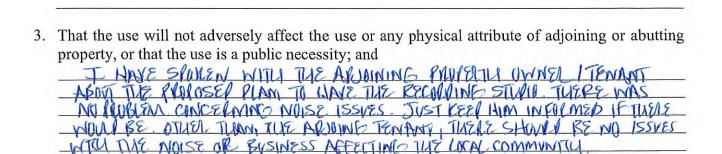
OWNER INFORMATION:
Name: BONNIE GODININ  Mailing Address: PO BOX 815  Phone Number: Settma-99-320-1146 Fax: 919-202-5149  Email Address: bonniegalisiu va Gmail 1 Com
APPLICANT INFORMATION:
Applicant: GELAH LAMONT, SANDELS SP.   GROPPLODUCTIONS  Mailing Address: 103 BLTT STREET SMITHFIELD NC 27577  Phone Number: 919 631-8591 Fax:  Contact Person: OWNEL   GROPPODUCTIONS GELAN SANTELS  Email Address: GERALDSANDELSBORGMAL COM
REQUIRED PLANS AND SUPPLEMENTAL INFORMATION
The following items must accompany a Conditional Use Permit application. This information is required to be present on all plans, except where otherwise noted:  All required plans (please see the plan requirements checklist).  A signed and sealed traffic impact analysis.  Verification of wastewater allocation (granted or requested).  Driveway permits (Town of Smithfield or NCDOT encroachment with associated documentation).  Other applicable documentation:
STATEMENT OF JUSTIFICATION
Please provide detailed information concerning all requests. Attach additional sheets if necessary.  I GERALD SANFELS AM APPLYING FOR THIS COMMINIMAL USE  FEMILI TO PRIME A SERVICE IN THE STUPIN PERIPUTED BUSINESS.  IT MAN CONSIST OF MUSIC PROPUTITY VIPEO PROPUCTION, VIPEO EPITHUG  AND ARTEST DEVELOPMENTS. GROWNING THAT FUNDAMENTALS OF  FERVICE TO HELD MUSICAL ARTISTS WITH LEARNING THE FUNDAMENTALS OF  RECORDING AND BETTELLING THAT CRAFTS AS ANTISTS CHOICE ASD I WILL PROMOTE  ACTIST THINCHOST OF PROCESS OF POINTS SUSINESS AND MICKING THEETHER.

#### REQUIRED FINDINGS OF FACT

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

1. That the use will not materially endanger the public health, safety, or general welfare if located

	where proposed and developed according to the plan as submitted and approved;
	MY BUSINESS IS ENVIRONMENTAL PHENDLY IT PEQUILES NO CHEMICAL
	- OIL HALMEN MASTE OF ANY SULT NO PHYSTIAL OF MENTAL FLATING IS. IT ONLY REQUIRE PROPER SOUND FRIENDLY EQUIPMENT SUCH HEAPHONES
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	AND STUDIO MONITINGS THAT AND NOT HARALPONS PLANED AT THE PENT
	VOLVIMES
2.	That the use meets all required conditions and specifications;
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	REGIVE



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

I SOLELY SPEAK ON BELIAR OF THE PROPOSED PLANT THE RECOLDING
STATION WILL BE IN ACCORDANCE WITH THE AVER OF OVERATION. IT WILL
DEMINISTRATE AND ACT PROFESSIONALLY IN THE AREA AND IN COMPARISING TO
OTUEL BYSINESSES IN THE AREA

#### APPLICANT AFFIDAVIT

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

Print Name

Signature of Applicant

11M 9 2016



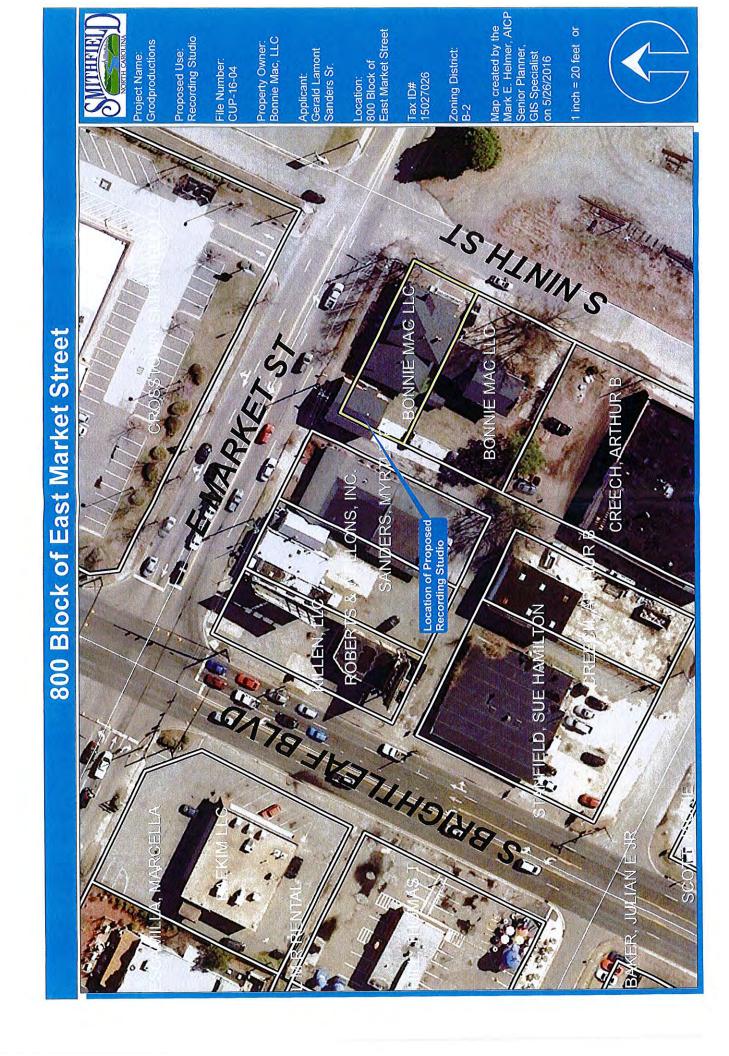
Town of Smithfield Planning Department

350 E. Market St Smithfield, NC 27577 P.O. Box 761, Smithfield, NC 27577

Phone: 919-934-2116 Fax: 919-934-1134

## OWNER'S CONSENT FORM

I hereby give CONSENT to	oject: GROPPOWITIONS Submittal Date: MA	M 9 20110
clearly full name of agent) to act on my behalf, to submit or have submitted this application required material and documents, and to attend and represent me at all meetings and public he pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the designated above to agree to all terms and conditions which may arise as part of the approval application.  I hereby certify I have full knowledge the property I have an ownership interest in the subject application. I understand that any false, inaccurate or incomplete information provided by me agent will result in the denial, revocation or administrative withdrawal of this application, approval or permits. I acknowledge that additional information may be required to proceed application. I further consent to the Town of Smithfield to publish, copy or reproduce any copy document submitted as a part of this application for any third party. I further agree to all terconditions, which may be imposed as part of the approval of this application.  Bignature of Owner Print Name  CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER  I hereby certify the statements or information made in any paper or plans submitted herewith and correct to the best of my knowledge. I understand this application, related material attachments become official records of the Planning Department of the Town of Smithfield Carolina, and will not be returned.  Bignature of Owner/Applicant  Print Name  Date	AUTHORIZATION	
application. I understand that any false, inaccurate or incomplete information provided by me agent will result in the denial, revocation or administrative withdrawal of this application, approval or permits. I acknowledge that additional information may be required to proceed application. I further consent to the Town of Smithfield to publish, copy or reproduce any copy document submitted as a part of this application for any third party. I further agree to all terconditions, which may be imposed as part of the approval of this application.  Signature of Owner  Print Name  Date  CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER  I hereby certify the statements or information made in any paper or plans submitted herewith and correct to the best of my knowledge. I understand this application, related material attachments become official records of the Planning Department of the Town of Smithfield Carolina, and will not be returned.  Signature of Owner/Applicant  Print Name  Date	name of agent) to act on my behalf, to submit or have submitted thiterial and documents, and to attend and represent me at all meetings the application(s) indicated above. Furthermore, I hereby give of	s and public hearings consent to the party
I hereby certify the statements or information made in any paper or plans submitted herewith and correct to the best of my knowledge. I understand this application, related material attachments become official records of the Planning Department of the Town of Smithfield Carolina, and will not be returned.    Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.   Carolina and will not be returned.	I understand that any false, inaccurate or incomplete information presult in the denial, revocation or administrative withdrawal of this permits. I acknowledge that additional information may be required I further consent to the Town of Smithfield to publish, copy or reprodubmitted as a part of this application for any third party. I further a which may be imposed as part of the approval of this application.	application, request, aired to process this duce any copyrighted gree to all terms and
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	FOR OFFICE USE ONLY	
File Number: COP/6-04 Date Received: 5/6/14 Parcel ID Number: 30		





#### PLANNING DEPARTMENT

Paul C. Embler, Jr., Director

#### ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, <u>CUP-16-04</u>, were notified by First Class Mail on <u>6-30-16</u>.

Signature

Johnston County, North Carolina

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

30th day of June, 2016

Notary Public Signature

National Mandauran

Veronica T Hardaway Notary Public Name

My Commission expires on 1-14-18
(Seal) T HARD

PUBLIC SE

Adjacent Property Owners of CUP-16-04

1 V H	NIC	NAMET	ADDRESS1	CITY	STATE	STATE ZIPCODE
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#### PLANNING DEPARTMENT

Paul C. Embler, Jr., Director

## **Notice Of Public Hearing**

Notice is hereby given that a public hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, July 12, 2016 at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following request:

<u>CUP-16-04 Grodproductions:</u> The applicant is requesting a conditional use permit to conduct a studio for the preforming arts on property located within a B-2 (Business) zoning district. The property considered for approval is located on the south side of East Market Street approximately 200 feet southeast of its intersection with Brightleaf Boulevard. The property is further identified as Johnston County Tax ID# 15027026.

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

Run "Legal Ad" in the Smithfield Herald on 6/29/16 and 7/6/16



#### PLANNING DEPARTMENT

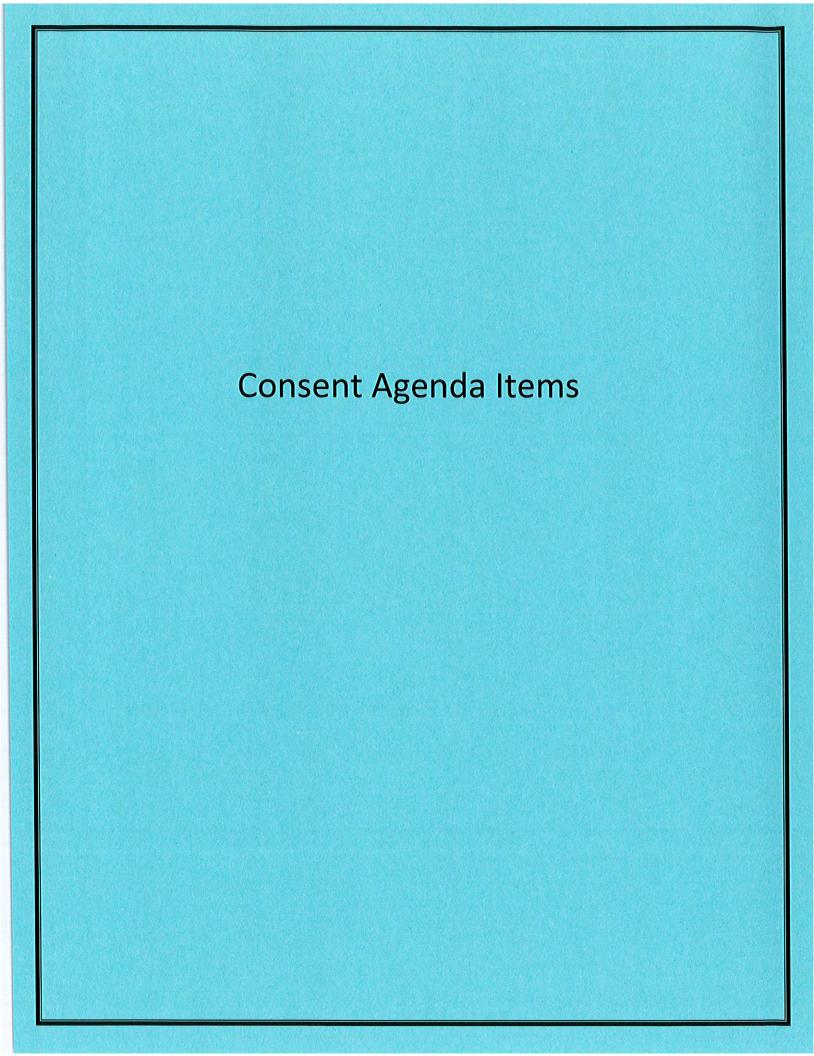
Paul C. Embler, Jr., Director

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



The Smithfield Town Council continued the recessed May 18, 2016 budget work session on Monday, May 23, 2016 at 6:30 p.m. in the Council Chambers of the Smithfield Town Hall. Mayor M. Andy Moore presided.

Councilmen Present:
Emery D. Ashley, Mayor Pro-Tem
Marlon Lee, District 1
J. Perry Harris, District 2
Travis Scott, District 3
Roger A. Wood, District 4
John A. Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent

Administrative Staff Present
Michael L. Scott, Town Manager
Jim Freeman, Interim Town Manager
Lenny Branch, Public Works Director
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources/PIO
R. Keith Powell, Interim Chief of Police
Greg Siler, Finance Director
Shannan Williams, Town Clerk

Mayor Moore reconvened the meeting at 6:30 pm.

#### Non-Profit Organization Funding Requests

#### • Hawk Youth Leadership Chapter -\$1,500.00

Carrie Richardson Hawk Youth Leadership Coordinator informed the Council this funding would allow three cadets to participate in the CopTube program.

#### Helping and Healing Hearts –\$4,000.00

Rachel Ayers of Helping and Healing Hearts informed the Council her organization helps feed 635 families a month in Johnston County. This funding would allow her to better serve the community because she is currently operating through private donations.

#### • Inter Faith Food Shuttle - \$ 2,000.00

Rachel Ayers on behalf of Inter Faith Food Shuttle informed the Council this organization is based out of Raleigh and they assist her organization by delivering food that will ultimately be donated. The funds would assist with gas and maintenance

#### • Harbor, Inc. - \$2,500.00

Angle Locke Board Chair and Kay Johnson Executive Director informed the Council the requested funding would assist their organization with victims of domestic violence.

#### Community and Senior Services of Johnston County - \$3,500.00

Neal Davis Executive Director informed the Council these funds would benefit the aging population in the community.

#### • F(X) Robotics from Smithfield Selma High School - \$6,000.00

Noah Kiser and Joshua Baker members of the Robotics Team and Club explained to the Council their organization and informed them they were seeking funding to assist with competition entry fees.

#### Chamber of Commerce —\$4,000.00

Rick Childrey Executive Director of the Chamber of Commerce informed the Council these funds directly benefit the Town through economic development and marketing opportunities.

#### • <u>Downtown Smithfield Development Corporation - \$55,000</u>

Sara Edwards Executive Director provided a brief overview of the organization. Ms. Edwards explained approximately \$89,000 in revenue is generated from the Downtown Municipal Service District tax. The additional funding provided by the Town in the amount of \$55,000 is used to promote Smithfield to enhance the quality of life for all.

#### • The Public Library of Johnston County and Smithfield - \$257,500

Margaret Marshall Executive Director and Library Board Chairman Jeff Jennings explained in this budget year the Library is funded 26% by the Town, 46% by Johnston County, 19% by State, and 9% revenues are internally generated. The Library requested a 1% increase from last year to help assist with employee pay increases. Ms. Marshall explained the roof is in need of total replacement.

Town Manager Michael Scott informed Council that the Johnston County Visitor's Bureau representative was not in attendance due to a death in the family and the representative from the Ava Gardner museum was not in attendance due to illness.

#### **Parks and Recreation**

Town Manager Michael Scott and Parks and Recreation Director Gary Johnson reviewed the Parks and Recreation annual budget. Mr. Johnson explained that the department is relatively unchanged from this year's adopted budget.

Mr. Scott explained that \$10,000 was proposed for the demolition of the Eva Ennis pool because it has been unused for several years and it is a hazard.

Mr. Johnson explained that in the Capital outlay line item \$50,000 was being proposed for a playground unit at Johnson Park; \$26,450 was being proposed for a ventrac utility tractor; and \$ 15,000 was proposed for repairs to the Talton Park restrooms.

Councilman Rabil questioned if all the Capital Outlay items had been ordered and installed. Mr. Johnson responded that bleachers are here and waiting for the concrete to be poured, the fence at Johnson Park has been installed, the scoreboard for Smith Collins has been ordered, and the grading and concrete at Smith Collins Park is being completed.

Councilman Lee asked the Town Engineer to look at the drainage of Smith Collins Park. Mr. Johnson responded a meeting has been scheduled to inspect those issues.

Councilman Lee questioned why the Town was spending money at the Civitan Field since the Town does not own that property. Mr. Johnson responded the Civitan field is the only true Little League Field and if it is to be utilized then the Town should maintain it.

Councilman Scott questioned if a dog park was still being considered. Mr. Johnson responded a location has not been determined. Mr. Johnson was instructed to bring a cost estimate to the Council for an adequate dog park facility.

#### Smithfield Recreation and Aquatics Center

Town Manager Michael Scott and Parks and Recreation Director Gary Johnson reviewed the Smithfield Recreation and Aquatics Center Annual Budget. Mr. Johnson explained that the department is relatively unchanged from this year's adopted budget.

Mr. Johnson did inform the Council of a slight increase to the part-time line item and temporary labor line item primarily due to utilizing the custodial services not provided by Johnston County Schools beyond Monday-Friday.

Councilman Harris instructed Mr. Johnson to make sure the dog stations on the Greenway were adequately stocked.

#### **Other Items for Discussion**

Mayor Pro-Tem Ashley suggested that each member of Council email the Manager a list of key budget points that each would like to address at the next meeting.

Councilman Harris stated a decision on the Eva Ennis Pool needed to be made at the next meeting.

Councilman Lee stated the drainage issues needed to be addressed. He further stated that two studies have been completed and it was time to do something. Mr. Lee asked the status of the Family Life Center and the funds budgeted for that project. Mr. Scott responded that the funds are still encumbered and more research was being completed. Mr. Lee also requested an update on the Pine Acres buffer. Mr. Scott responded the Engineer was still trying to contact the landowner for an easement. This easement would allow for sidewalks to be constructed in the future. If the Council did not desire to have sidewalks constructed, the project could move forward now.

Mr. Scott informed Council the Public Hearing was scheduled for the June 7<sup>th</sup> regular meeting and a proposed budget would be sent to them on Tuesday, May 24<sup>th</sup>.

#### Recess

There being no further business, Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to recess the meeting until Wednesday, June 1, 2016 at 6:30 pm. unanimously approved.

ATTEST:	M. Andy Moore, Mayor
Shannan L. Williams, Town Clerk	

The Smithfield Town Council continued the recessed May 23, 2016 budget work session on Monday, June 1, 2016 at 6:30 p.m. in the Council Chambers of the Smithfield Town Hall. Mayor M. Andy Moore presided.

Councilmen Present:
Emery D. Ashley, Mayor Pro-Tem
Marlon Lee, District 1
J. Perry Harris, District 2
Travis Scott, District 3
Roger A. Wood, District 4
Stephen Rabil, At-Large

Councilmen Absent John A. Dunn, At-Large Administrative Staff Present
Michael L. Scott, Town Manager
Jim Freeman, Interim Town Manager
John Blanton, Fire Chief
Lenny Branch, Public Works Director
Ted Credle, Public Utilities Director
R. Keith Powell, Interim Chief of Police
Greg Siler, Finance Director
Shannan Williams, Town Clerk

Mayor Moore reconvened the meeting at 6:30 pm.

#### Johnston County Visitor's Bureau

Donna Bailey-Taylor Executive Director presented to Council a report of how tourism dollars are spent. Of the 206,678.31 in revenues there is a 155 administrative fee (\$31,001.74) that JCVB keeps. Marketing campaigns total \$106,225.62. Tourism related projects total \$55,000.00 and Revenues placed in reserves total \$24,053.22. Ms. Bailey-Taylor also reported there is \$95,000 in a reserve fund

Mayor Moore questioned how the Town of Smithfield is marketed. Ms. Bailey-Taylor responded that a marketing committee appointed by the Council determines how the funds are spent.

Councilman Scott questioned if the funds for Wayfinding would be utilized for the construction of the signs. Ms. Bailey-Taylor responded that if those funds are not used by June 30<sup>th</sup> they will go into the reserve fund.

Councilman Scott also questioned the \$10,000 that was allocated to the Smithfield Recreation and Aquatics Center. Ms. Bailey-Taylor responded that the JCVB has been supporting Parks and Recreation because of the events that draw people into the town.

Mayor Pro-tern Ashley questioned if tourism dollars could be used for road improvements like Venture Drive. Ms. Bailey-Taylor responded that if the JCVB can't market it then tourism dollars could not be used.

Councilman Harris questioned if the construction of the Wayfinding signs would be put out for bid. Ms. Bailey-Taylor responded that the committee worked for about a year and a decision would have to be made as to where the signs would be placed. A full presentation to the Council would need to be made to determine our next course of action, but the Wayfinding System would need to be adopted first. Ms. Bailey —Taylor provided information on improvements to the Town Commons areas.

#### **AVA Gardner Museum**

Deanna Brandenberger Executive Director addressed the Council on the funding request of \$42,000. She explained the Ava Gardner Museum promotes everyone downtown. The museum needs assistance with a fire suppression system which is estimated to cost \$94,000-\$96,000. She explained there is currently a GoFundMe campaign that has raised less than \$3,000 to assist with this. Ms. Brandenberger explained that the museum has an estimated 10,000 visitors a year and the Town owns ¼ of the collection.

Councilman Rabil questioned if the museum receives any funding from the County. Ms. Brandenberger responded the museum does not receive any funding from the County.

#### Non-Profits

#### **Public Library**

Town Manager Michael Scott addressed the Council on the request by the Public Library for the proposed roof replacement. The agreement approved by the Council on December 8, 2015 was for unbudgeted expenditures. If the Town uses the equation for unbudgeted funds whereby the Library pays \$4,000, the County pays 60% and the Town pays 40% of the repair costs, the Town would need to reimburse the Library \$28,000 for the roof replacement.

Councilman Wood made a motion, seconded by Councilman Rabil, to encumber \$28,000 in the current fiscal year for the roof replacement at the Library. These funds will be reimbursed to the Library. Unanimously approved.

#### F(X) Robotics Request

The Council had general discussion concerning funding the request.

Councilman Wood made a motion, seconded by Councilman Scott, to provide \$2,000.00 to the F(X) Robotics Team at Smithfield Selma High School payable through the school. Councilman Wood, Councilman Scott, Mayor Pro-Tem Ashley, Councilman Harris and Councilman Rabil voted in favor of the motion. Councilman Lee voted against the motion. Motion carried 5-1.

#### **Triangle J Council of Governments**

Councilman Harris questioned if the Town was benefiting from the Triangle J Council. Mr. Scott responded he will be meeting with Triangle J representatives. Councilman Scott explained they do provide debriefing services to public safety in tragic situations. It was the consensus of the Council to allow the funds to remain, but assess it and no funds can be spent until approved by the Council.

#### **Economic Development and the PEG Channel**

Councilman Harris suggested approval for the expenditure for Economic Development and PEG money be approved by the Council. PEG money is a pass through Economic Development funds.

Councilman Harris made a motion, seconded by Mayor Pro-Tem Ashley, that all funds to be spent from the Economic Development line item must be approved by the Council. Unanimously approved.

#### Ava Gardner Museum - Fire suppression system

Councilman Wood sought direction from the Council on loaning the Ava Gardner Museum the funds needed for a fire suppression system. Mr. Scott stated that before a decision was made that the Council allow him to do some additional research.

#### Eva Ennis Pool

Town Manager Michael Scott explained to the Council that \$10,000 proposed in the budget for the demolition of the pool and addition of a green space originated from a discussion with Councilman Lee. Mr. Scott explained that he perceived what was really needed for the east side was a recreation center that could be opened year around and if joined with the Community Policing Office, it would be a win win situation. Mr. Scott explained that \$50,000 for the Police substation would be encumbered and \$27,000 for the Family Life Center would also be encumbered making a total of \$77,000 for the combined usage.

Mayor Moore directed the Manager to hold an informal meeting in the community outlining the proposed project.

Councilman Scott made a motion, seconded by Councilman Lee, to encumber the \$77,000 and place those funds in a capital reserve fund for the recreation center/police substation in East Smithfield with

the understanding that the pool would be demolished and a green space would be constructed. Unanimously approved.

Councilman Wood suggested that a shuttle be utilized to take children in all districts to the SRAC in the summer. Councilman Lee responded that kids from East Smithfield do not want to go to or cannot afford to go to the SRAC.

#### **Mosquitos**

Town Manager Michael Scott informed the Council that citizens are concerned about the mosquitos. The Town stopped spraying several years ago and the estimated cost to fix the equipment is about \$6,000 and another \$15,000 for chemicals and about \$12,000 for overtime. Contracting it out for a summer is about \$48,000.

Mr. Freeman stated that if the Town was going to provide this service it should not contract it out. It should be done in house.

#### **Other Related Business**

Councilman Scott stated he would like the salaries from the general fund that are allocated a third to the water and sewer and a third to the electric fund to be itemized.

#### **Additional Firefighters**

Councilman Scott asked for discussion concerning funding three firefighter positions. He explained that he was concerned because of the upcoming ISO inspection. The Council has discussed grant funding for these three positions, but the reality is that Smithfield Fire Department is busier than Goldsboro.

Town Manager Michael Scott stated that according to information obtained from Chief Blanton three firefighters and equipment would cost approximately \$175,000. Mr. Scott stated salaries and benefits for six firefighters would be \$314,723, \$12,000 for materials, supplies and training, \$1500 for fuel and \$21,000 for uniforms and gear totaling \$349,223.

Mayor Pro-Tem Ashley stated that it was his recollection the recommendation was to seek the grant funding for the three positions. Councilman Scott responded those positions need to be funded as soon as possible.

Mayor Moore questioned how the town would fund the positions. Finance Director Greg Siler responded they could be funded through the use of fund balance, asset transfer from the Electric Fund in the amount of \$175,000 to the general fund, eliminate a large capital project like the trash truck, or increase property tax.

Mayor Moore stated the Council has been very clear about not transferring funds from the Electric fund to the general fund therefore if this is the will of the Council then they should consider increasing taxes because the only way to fund reoccurring expenses is to cut reoccurring expenses or raise the revenue source of the general fund which is taxes.

Councilman Harris stated the Manager should have been informed of this prior to this meeting.

Town Manager Michael Scott stated in the meeting where the Fire Department was discussed, he did not hear this was something that you definitely wanted to do. His recommendation was to seek the grant funding because adding the positions now would not help us with the ISO inspection. Town Manager Michael Scott informed the Council that he had reviewed the last ISO Inspection from 2008 and a lot of their recommendation was based on projected growth which we haven't done. Mr. Scott thought it best to have the grant fund those positions for 2 years.

Mayor Moore again questioned how the Town would fund the position since it was clear that none of the Council wanted to raise taxes.

Suggestions for funding the positions included eliminating the 2% pay increase for all employees, eliminating the \$200 for the Finance Departments software, dividing up the cost between all the departments, eliminating volunteer firefighter supplements, a percentage of adjustments from every department.

Councilman Scott made a motion, seconded by Councilman Lee to direct the Finance Manager and Department Heads and Manager to add 1 firefighter per shift for a total of 3 full time to the budget as soon as possible and still seek the grant funds for the other 3 and find the money to fund the three positions in the general fund. Councilman Scott, Councilman Lee, Councilman Rabil and Councilman Wood voted in favor of the motion Mayor pro-Tem Ashley and Councilman Harris voted against it. Motion passed 4-2.

Ad	iou	rn
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Councilman Scott made a motion, seconded by Co	ouncilman Harris adjourn at approximately 9:25 pm.
	M. Andy Moore, Mayor
ATTEST:	M. Allay Moore, Mayor
Shannan L. Williams, Town Clerk	

The Smithfield Town Council met in regular session on Tuesday, June 7, 2016 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall Mayor M. Andy Moore, presided.

Councilmen Present: Marlon Lee, District 1 J. Perry Harris, District 2 Travis Scott, District 3 Roger A. Wood, District 4 John A. Dunn, At-Large Stephen Rabil, At-Large

Councilmen Absent
Emery D. Ashley, Mayor Pro-Tem

Administrative Staff Present
Michael Scott, Town Manager
Jim Freeman, Interim 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
Bill Dreitzler, Town Engineer

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

#### APPROVAL OF AGENDA:

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

- Presentation: Add Proclamation: In Honor of James W. Freeman's Service to the Town of Smithfield
- Consent Agenda: Special Event: Melanie Wright/ Beau & Beauty Spring Into Summer event
- Closed Session Correct the Statue from NCGS143-318 (a) (3) to (a) (5)

Unanimously approved.

#### PRESENTATIONS:

#### 1. Proclamation: In Honor of James W. Freeman's Service to the Town of Smithfield

Mayor Moore presented Mr. Freeman with a proclamation honoring his service to the Town of Smithfield serving as Interim Town Manager.

### PROCLAMATION In Honor of James W. Freeman's Service to the Town of Smithfield

- WHEREAS, James (Jim) Freeman has served as the Interim Town Manager since August 2015; and
- WHEREAS, Mr. Freeman is an outstanding person who has contributed so much to the Town of Smithfield in a short period of time; and
- WHEREAS, Mr. Freeman provided exemplary and invaluable service to the citizens of Smithfield with his friendly nature and his willingness to listen to all concerns expressed to him; and
- WHEREAS, Mr. Freeman became a teacher and mentor to the Town's Staff with the classic question, "I know what I would do, but what do you think?" and

WHEREAS, as Town Staff diligently tried to teach Mr. Freeman the "Smithfield Way", he challenged us to keep learning and striving for excellence; and

WHEREAS, Mr. Freeman's infectious laugh and his positive nature will be missed by all; and

**WHEREAS**, the Town of Smithfield is deeply indebted to James (Jim) Freeman for his service to our community.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, express our sincere appreciation to James (Jim) Freeman for his service to the Town of Smithfield, and highly commend him for the manner in which he has carried out his duties and responsibilities.

#### **PUBLIC HEARINGS:**

#### 1. FY 2016-2017 Town of Smithfield Budget

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

Town Manager Michael Scott informed the Council and the public that a proposed budget was provided to the Council on May 24<sup>th</sup> and a copy was on file in the office of the Clerk.

Mr. Scott reviewed some of the highlights of the FY 2016-2017 Budget. They are as follows:

Balanced in all funds

0	\$13,422,943 -	General Fund	(\$ 257,155)
0	\$17,337,747 –	Electric Fund	(\$ 608,507)
0	\$ 6,907,210 —	Water/Sewer Fund	(\$1,807,688) (\$2,673,350)

- No Tax Increase (0.57)
- Average Decrease in Electric Rates of 2.5%
- Increase is Water and Sewer Fees Residential Average \$5.50 and \$13.00/month
- General Fund Balance remains above 25% Fiscal Policy Requirements
- Includes Necessary Capital Expenditures
  - \$ 1,576,800 General Fund
     \$ 930,000 Electric Fund
     \$ 1,110,000 Water Sewer Fund
- Maintained Medical Employee Benefits at Similar Level
- Provides for a 2% Salary Increase for Employees
- Major Capital Expenditures:

0	Police -	Replaced 3 Police Cars \$	87,000
0	Fire -	Replacement Engine #3	\$530,000 - ordered in FY 15-16
0	Gen Govt	Replace Finance RMS	\$195,000
0	PW Streets -	Annual Street Resurface	\$300,000 - (Powell Bill)
0	PW Sanitation-	Replace Trash Truck	\$170,000
ter	Plant	•	·
0	Replace storag	ie tanks (2)	\$ 65.000

Water Plant

Replace storage tanks (2) \$ 65,000 Sludge Press \$ 90,000

o Water/Sewer

	0	Reduction     AMI Metering     Upgrade and Replace Water Lines	\$ 100,000 \$ 200,000 \$ 410,000
•	Electric		
	0	Generator Upgrades	\$ 105,000
	0	AMI/Smart Grid	\$ 150,000
	0	Continue Voltage Conversion Project	\$ 400,000

Venture Drive Reconstruction Project \$700,000 - out of fund balance through proper saving for the past several years.

- Booker Dairy Road Utility Project \$3,500,000 -- relocate utilities 25% will be reimbursed from NCDOT
- Eliminates Transfer from Electric to General Fund (Previously \$157,000)
- Continues Brogden Road Substation Conversion project
- Electric Rates Decreasing by average 2.5%. This is the third decrease in the last year, totaling 12.5% decrease in electric rates over FY 2014-15.

Councilman Scott stated that the Town had the second lowest electric rates in the state.

- Water/Sewer rates increasing as the result of infrastructure needs. Inflow and Infiltration (I & I) creates increased sewer costs during times of increased precipitation.
- Increased fees for residential customers will equate about \$5.50/month for in town and \$13.00/month for out of town customers.
- Capital Reserve Fund Created for FY 2016-17
  - \$50,000 moved into Capital Reserve Fund for FY2017-18 purchase of used backhoe for Street Department
  - \$125,000 moved into Capital Reserve Fund for 2017-18 purchase of new Street Sweeper
- Debt the Smithfield Crossings loan in the amount of \$175,000 could be paid off in the current fiscal year.

Mr. Scott expressed his appreciation to the Council, Mr. Freeman and the Department Heads on working together to create a balanced budget.

Mayor Moore asked if there was any comments from those in attendance.

Sandra Butos questioned the increase in the water bills and stated that town employees should not receive a 2% increase in pay.

Tony Nixon questioned why the Town would pay ofF the debt service on the Smithfield Crossings loan. Mr. Scott responded that he and the Finance Director chose that loan based on the kind of savings the Town would realize if it was paid off early.

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

Attached hereto and made a part of the official minutes is a copy of the PowerPoint presentation.

Councilman Wood expressed his appreciation to all involved in the budget process

No action taken.

#### CITIZENS' COMMENTS:

- Mike Reddick of Raleigh, NC addressed the Council on recreations. Mr. Reddick explained that recreations are not for one person or one group of people. East Smithfield has not had recreations since he left in 1999. Parents do not have time or a way to get them to the SRAC. Children in East Smithfield have nowhere to go. Mr. Reddick informed the Council that he was the first person to bring t-ball to Smithfield at Smith Collins Park. He asked the Council to take themselves down to the kids' level and work together to get them off the street. Mr. Reddick explained that if the pool is demolished, the Council would be fighting history. The pool is closed because it was operated incorrectly. Mr. Reddick suggested using South Campus as a recreation center. Recreation should be in all parts of the city.
- Ebony Frasier of Fayetteville Street in Smithfield questioned who determined how funds were allocated for parks and recreation. Town Manager Michael Scott explained the budget process to Ms. Frasier. Ms. Frasier questioned, in the event that the pool is permanently closed, has there been discussions of where the youth of the district will go in the summertime. Mr. Scott explained that he has proposed opening a recreation center with a community policing office in the District and approximately \$77,000 has been budgeted for that project with a location yet to be determined. The board has worked very hard to provide exactly what Mr. Reddick is talking about.
- Lucy Washington of Birch Street in Smithfield questioned the newspaper article which stated that the Town was not responsible for the drainage in Pine Acres. Mr. Scott responded that the Town's Engineer will discuss this later in the meeting.

#### **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:

May 3, 2016 – Regular Meeting May 9, 2016 – Budget Work Session May 12, 2016 – Budget Work Session May 16, 2016 – Budget Work Session May 18, 2016 – Budget Work Session

- 2. Special Annual Event—Street Fair: The applicant, First Baptist Church (Tommy Cook), gained approval to conduct a non-profit event to be held on June 9, 2016 between the hours of 6:00 pm and 9:00 pm. This event was approved with amplified sound and street closings on 4<sup>th</sup> Street between Johnston and Church and a portion of Johnston Street.
- Special Event
   — Open House: The applicant, Harbor of Johnston County, gained approval to conduct an outdoor non-profit event with amplified sound to be held on June 7, 2016 between the hours of 5:30pm and 7:00 pm.

- Special Events: Various Events to be held in Smithfield in the months of June and July. For Information Only as these events were previously approved
- Annual Special Event Three Little Pigs Triathlon: For information only as this was approved in 2011 as an annual event. The event was to be held on June 18, 2016. The cost associated with this event is \$300 for 3 police officers for 4 hours. The Smithfield Police Department had budgeted funds for this event.
- 6. Slow Children at Play Signs gained approval for 2 "Slow, Children at Play" signs to be erected on Edgerton Street in Smithfield.
- Approved an amended contract with Johnston Community College for Law Enforcement Services.
   This allows the current School Resources Officers to remain during the summer months. The updated annual amount to be paid by the College will be \$129,744.00

(Attached by reference and made a part of these official minutes is a copy of the approved Campus Police Officer Contract. A copy is on file in the Office of the Town Clerk Contract – 2016: Johnston Community College Campus Police Officers.)

- 8. Advisory Board/ Committee Appointments
  - Katherine Tamer was appointed to serve a first term on the Appearance Commission.
  - Gerald Joyner was reappointed to serve a second term on the Planning Board.
- Approved the appointment of Town Manager Michael L. Scott to serve as the Commissioner representing the Town of Smithfield on the North Carolina Eastern Municipal Power Agency Board of Commissioners.

<ol><li>New Hire Repo</li></ol>
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<u>Position</u>	<u>Department</u>	Budget Line	Rate of Pay
P/T P&R Staff	P&R - Recreation	10-6200-0210	\$8.00/hr.
P/T P&R Staff	P&R - Recreation	10-6200-0210	\$8.00/hr.
P/T P&R Staff	P&R - Recreation	10-6200-0210	\$8.00/hr.
P/T Lifeguard	P&R - Aquatics	10-6220-0220	\$7.50/hr.
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr.
P/T Lifeguard	P&R - Aquatics	10-6220-0220	\$7.50/hr.
P/T Lifeguard	P&R - Aquatics	10-6220-0220	\$10.00/hr.
P/T Instructor	P&R - Aquatics	10-6220-0230	\$15.00/hr.
P/T Instructor	P&R – Aquatics	10-6220-0230	\$10.00/hr.
P/T Instructor	P&R – Aquatics	10-6220-0230	\$10.00/hr.
Records Clerk	Police	10-5100-0200	\$14.183/hr. (\$29,500.64/yr.)

11. Special Event – Spring into Summer: The applicant, Melanie Wright (Beau and Beauty), gained approval to conduct an outdoor event on or before October 1, 2016 in the rear parking lot of 805 South Third Street between the hours of 8:30am and 6:00 pm

Unanimously approved.

#### **BUSINESS ITEMS:**

#### 1. Community Service Presentation

Public Works Director Lenny Branch made a presentation to the Council on the Community Service Program that is benefitting the Town of Smithfield. Mr. Branch explained that this program utilizes community service workers to remove litter and debris from the Town's right of ways.

Mayor Moore stated that this is one piece of the puzzle to make Smithfield a better place for residents and businesses. We need more people like Mr. Reddick to get involved. We can always use your assistance.

## 2. Consideration and Approval to hire two part time employees for the Water/Sewer Department.

Public Utilities Director Ted Credle addressed the Council on a request to hire two- part time employees for the Water/Sewer Department. Mr. Credle explained that the intent of the temporary positions are to provide the Town with a part-time labor force (4 hours per day, 5 days per week — at a rate of \$8.00 per hour) to aid in mowing and weed-eating through the outfalls, around manhole structures, and at lift stations during the summer growing season. These positions will, ideally, be filled by high school and/or college students, looking for work during the summer break. The term for this employment is set for a ten week period, starting on June 19, 2016 and ending on August 13, 2016. The total cost for both employees, for a ten-week term is under \$3,000.

Councilman Rabil made a motion, seconded by Councilman Dunn, to approve the request as submitted. Unanimously approved.

#### 3. Update on the Smithfield Crossings Buffer/ Fence

Town Engineer Bill Dreitzler provided the Council with an update on the Smithfield Crossings Buffer. Mr. Drietzler explained that he was able to make contact with the property owner; Mr. Etheridge was agreeable to the type of wall buffer and landscaping and had agreed to schedule a face to face meeting with Mr. Drietzler.

Councilman Lee questioned if the committee members were aware of the conversations and a potential meeting with Mr. Etheridge. Mr. Drietzler responded that all had been informed.

No action taken

#### 4. Update on the Pine Acres Drainage

Town Engineer Bill Dreitzler provided the Council with an update on the Pine Acres drainage issues. Mr. Dreitzler explained that he would provide his profession opinion albeit not a popular opinion. He explained that what he looked for from a community standpoint is the drainage the Town is responsible for. If the drainage is leaving right of way and damaging private property then that would be a Town issue. If the water is not flowing from the property into the right of way then that would be individual property owners' issue. He further explained that a major part of the problem in the Pine Acres subdivision is there is not 6 feet of fall from the highest point to the lowest point. This problem was originated by the developer and not the Town. It was his opinion that properties will hold water because of the elevation problem and unfortunately, there really isn't a fix to that

Councilman Harris questioned if there was a problem with the streets flooding. Mr. Dreitzler responded that the Town did not cause this problem, but he would meet with any citizens any time to discuss their individual problem to find a solution.

Councilman Harris further questioned if a pump station would help alleviate some of the drainage issues. Mr. Dreitzler responded that the water will not flow off the properties because of a lack of grade therefore a pump station would not be beneficial.

Mayor Moore questioned if all the catch basins had been inspected. Mr. Dreitzler stated that was typically complaint driven. He further explained that Mr. Branch was able to locate an issue whereby a root system had invaded a drainage pipe. That has been repaired and the pipe replaced.

Councilman Lee questioned the right of way behind Ms. Washington's house. Mr. Dreitzler responded that he has been unable to find a recorded right of way.

Mayor Moore questioned if more drains could be installed. Mr. Dreitzler responded that you would have to have a discharge location with enough fall and there just was not enough fall in the subdivision.

Mayor Moore further questioned the process of inspecting all the catch basins. Public Works Director Lenny Branch responded that a camera had to be rented to be able to view the lines for any obstructions. Mayor Moore requested that all catch basins be inspected and devise a plan to inspect all in the Town.

Town Manager Michael Scott informed the Council that he would provide them with information on the rental of a necessary camera and a plan for the inspection of all the catch basins throughout Town.

No action taken.

#### **COUNCILMEMBERS COMMENTS:**

- Councilman Harris stated that at our last council meeting, staff was directed to provide an accounting
  of the streetscape project. Mr. Scott responded that Mr. Freeman was conducting that research. Mr.
  Freeman responded that this was a difficult process as records from that time were not orderly. He
  explained he would provide a detailed memo to the Manager once all the facts were obtained.
- Councilman Lee stated that as the Council went through this budget there seemed to be a lot of excuses. He stated that Parks and Recreation was not about the programs but the people running the programs. He questioned when the scoreboard for Smith Collins Park was ordered because he personally called the company and they have not been ordered. He further stated some of the Parks and Recreation staff were rude and disrespectful. Mr. Lee directed the Town Manager to terminate the Parks and Recreation Director stating that the Town needed to move in a new direction. He further stated he would discuss the Planning and Public Works Departments at the next meeting.
- Mayor Moore stated that one more meeting would be needed to finalize the FY 2016-2017 budget. It
  was the consensus of the Council to recess this meeting until Monday, June 20<sup>th</sup> at 6;30pm

#### TOWN MANAGER'S REPORT

Town Manager Michael Scott provided a brief update on the following:

- Funding for the streetscape project has been received and lights have been ordered
- Open enrollment would be held for employees
- Public Works Director Lenny Branch did a good job of replacing the sidewalks on 3<sup>rd</sup> street which were paid for by the Appearance Commission
- Town hall day tomorrow and a banquet in clayton
- Update on the Police Chief hiring process. Applications are being submitted with the first review taking place June 13<sup>th</sup>.

#### Department Reports

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

#### CLOSED SESSION: Pursuant to NCGS 143-318.11 (a) (5) & (6)

Councilman Harris made a motion, seconded by Councilman Wood, to go into closed session pursuant to NCGS 143-318.11 (a) (5) & (6) to discuss potential property acquisition and a personnel matter. Unanimously approved at 8:42pm.

#### **RECONVENE TO OPEN SESSION:**

Councilman	Harris	made	а	motion,	seconded	by	Councilman	Wood,	to	reconvene	in	open	session.
Unanimously	approv	ed at 9:	47	′ pm.		-						·	

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There being no further business,	Councilman Harris made	a motion, seconded	by Councilman Dunn,	to recess
the meeting until Monday, June 2	20, 2016 at 6:30 pm in the	Council Chambers.	Unanimously approve	d.

ATTEST:	M. Andy Moore, Mayor	
Shannan L. Williams, Town Clerk		

The Smithfield Town Council continued the recessed June 7, 2016 regular meeting on Monday, June 20, 2016 at 6:30 p.m. in the Council Chambers of the Smithfield Town Hall. Mayor M. Andy Moore presided.

Councilmen Present:
Emery D. Ashley, Mayor Pro-Tem
J. Perry Harris, District 2
Travis Scott, District 3
John A. Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent
Marlon Lee, District 1
Roger A. Wood, District 4

Administrative Staff Present
Michael L. Scott, Town Manager
Jim Freeman, Interim Town Manager
John Blanton, Fire Chief
Lenny Branch, Public Works Director
Ted Credle, Public Utilities Director
Gary Johnson, Parks & Rec Director
R. Keith Powell, Interim Chief of Police
Greg Siler, Finance Director
Shannan Williams, Town Clerk

Staff absent			
Tim Kerigan,	Human	Resource	s/PIO

Mayor Moore reconvened the meeting at 6:30 pm.

#### Smithfield Benefits Update - Mark III

Town Manager Michael Scott informed the Council that staff was contacted by our insurance broker, Mark III, to address a change in our dental insurance. Mr. Scott explained the current plan that was presented in the budget included a 19% increase. Mark III renegotiated with Guardian and the increase in premiums was reduced by 4%. While they were renegotiating with Guardian, another company Ameritas provided a quote that was significantly less with less coverage. It was the opinion of Mark III that the quotes received from Ameritas was significantly less because they were trying to get the Town's business. It was the broker's recommendation to remain with Guardian at the current coverage levels.

Mr. Scott further explained that the 15% increase saves the Town about \$3100 since staff had budgeted for a 19% increase. If the Council elected to switch carriers to Ameritas, it would be a savings of \$8,000 a year. It was the recommendation of the Town Manager to remain with Guardian at the current coverage levels. Mr. Scott explained that Town employees have already had open enrollments and if anything was changed, then all employees would have to be informed.

Councilman Scott made a motion, seconded by Councilman Dunn, to approve the request to remain with Guardian for dental benefits at the current coverage. Unanimously approved.

#### **Firefighter Positions**

Town Manager Michael Scott explained that he and Finance Director Greg Siler reviewed the General Fund budget to locate any savings to fund the three firefighter positions. Mr. Scott and Mr. Siler identified several areas of cost savings. Mr. Scott informed the Council that the Fair Labor Standards Act (FLSA) was proposing an increase to the salaries of those employees classified as exempt. The first proposed amendment to the FLSA was to increase the salaried amount to \$50,440 effective July 1. This proposed amendment was recently updated and the federal government chose to increase the base salary to \$47,476 effective December 1. Given this change, \$11,150 was saved in the general government department, \$4,770 was saved in the Public Works Department and \$1,770 was saved in the SRAC budget.

Councilman Scott questioned the feasibility of an employee being classified as exempt or non-exempt. Mr. Scott responded that in some cases it was more cost effective to leave those exempt employees and increase their wages then to have to pay overtime.

Councilman Scott questioned the amount of employees affected by this change. Mr. Scott responded that only five employees would be affected.

Mr. Scott explained that another cost savings realized was the Town's health insurance cost which was originally budgeted at a six percent (6%) increase. The Town is only realizing a 3.09% increase. The budgeted savings was \$28,770.

Mr. Scott informed the Council that it was at this point where Fire Chief Blanton, the Finance Director and he evaluated the current structure of the Fire Department. Mr. Scott explained that in the current budget a full time Training Officer/ Assistant Fire Chief was proposed. With this position and the additional three positions, Chief Blanton felt confident he would no longer need to utilize part-time firefighters. He would still employ two part-time inspectors and one part-time administrative assistant. Terminating employment with the part-time firefighters was discussed. Chief Blanton didn't foresee any problem with relieving the part time employees of their position as most had full time jobs elsewhere. Also proposed, was the elimination of the requested boat motor in the Fire Department (not a reoccurring expense) and also to repay the balance of a street loan.

Councilman Harris questioned if the loan payoff would occur in the current fiscal year. Mr. Scott responded that it would be paid off in this fiscal year as most departments were under budget.

Mayor Moore questioned the starting salaries of the three new fire fighters. Mr. Scott responded that they would start at the base salary of \$33,100.

Mayor Moore questioned if the starting and maximum salaries for every employee would increase by 2%. Mr. Scott responded that the minimum and maximum salaries would increase for every employee and classification by 2% for the first time since 2009.

Mayor Pro-Tem Ashley stated that the Council was presented with a grant opportunity to pay these three positions. He asked staff to investigate the first responder program and the cost for fire protection service for response to those in the rural fire tax district.

Mayor Moore asked Chief Blanton if he was confident that he would not be back in front of the Council in a few months requesting part time employees if three firefighters were hired. Chief Blanton responded he was very confident that these three employees would be sufficient. The only time he could possibly need assistance would be during vacation situations, but he felt confident he could manage.

#### Powell Bill

Town Manager Michael Scott informed the Council that due to a posting error, the Powell Bill Fund did not appear on the budget summary balance sheet presented on May 24th. The budget must be amended to account for Powell Bill expenditures; \$7,500 was eliminated from General Government. This money was originally left in the budget in case the Town Manager needed to seek legal advice when evaluating changes to personnel structures and positions that may be recommended to the Council in the future. There has been \$40,000 removed from the Planning Budget allocated for a Storm Water Action Plan. This is money that would have been used to hire an outside firm to create a plan and recommendation on how the Town should proceed with the Town's storm water runoff and its possible negative impact on the Neuse River. While this is an important issue to address, it is not exigent at this time. The Finance Department was budgeted to purchase a new Finance Records Management System at a cost of \$195,000. Because of the structure in place to get the new system operational, a projection of \$57,500 will be needed in FY 2016-17. The additional \$137,500 would be budgeted as a capital project in FY 2017-18.

Councilman Scott questioned if the street repair plan was still in place. Public Works Director Lenny Branch responded that it was still in place and that the Town's Engineer was reviewing the plan to find out if there are now other streets that have become more of a priority.

#### Franchise Tax Revenue Estimate

The Franchise Tax revenue estimate has been increased by \$100,000. The Town Manager had originally used this amount in his original projections as actual revenues in FY 2014-15 were \$1,018,994 with current year projected revenues of \$1,010,000. Franchise revenues are received quarterly. The revenue projection provided to Council on May 24th was \$900,000. This revenue estimate has been increased to \$1,000,000. It is likely with the additional hotel that has just recently opened for business, along with the additional businesses opening in FY 2016-17, that these revenues will be higher than previous years.

Mayor Pro-Tem Ashley stated that Planning Director Paul Embler had previously specified that the storm water management and Mr. Siler indicated that the financial software package were necessary. Mr. Scott responded that he had been hesitant about the storm water management study because once it was completed, the Town would have to act on it. He further explained that the financial software conversion would begin this year and the balance would be budgeted in the next fiscal year.

Town Manager Michael Scott informed the Council that all proposed changes are in the budget and the budget ordinance.

Councilman Harris questioned if the Pine Acres fence and landscaping was in the budget. Mr. Scott responded that it would be paid out of contingency funds or it could be paid out of the savings realized in this year's budget. Mr. Scott stated the funds could be encumbered now. It was the opinion of Mayor Pro-Tem Ashley to encumber those funds now so that the Council wouldn't have to worry about it later. Mr. Scott informed the Council that a fence would have to be constructed behind the Waffle House for approximately 175 feet. When the Town received an easement for pipe relocation, the Town agreed to replace the fence.

#### Mr. Scott also informed the Council

Councilman Rabil made a motion, seconded by Councilman Dunn, to approve the FY 2016-2017 Budget and the Budget Ordinance. Councilman Rabil, Councilman Dunn and Councilman Scott voted in favor of the motion. Mayor Pro-Tem Ashley and Councilman Harris voted against the motion. Motion passed 3-2

#### TOWN OF SMITHFIELD BUDGET ORDINANCE FY 2016-2017

BE IT ORDAINED by the Town Council of the Town of Smithfield, North Carolina, meeting in the Smithfield Town Hall Council Chambers on this 20<sup>th</sup> day of June, 2016, that the following fund revenues and departmental expenditures, together with certain restrictions and authorizations, are adopted:

#### Section I. General Fund

It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Current & Prior Year Property Taxes	5,998,779
Sales and Services	2,316,520
Licenses, Permits and Fees	78,244
Unrestricted Intergovernmental Revenues	3,192,700
Restricted Intergovernmental Revenues	547,000
Investment Earnings	6,000
Loan Proceeds	104,000
Other	553,475
Fund Balance Appropriated	726,225
	13,522,943

The following amounts are hereby appropriated in the General Fund for the operation of the Town Government and its activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017 in

accordance with the Chart of Accounts heretofore established for the Town of Smithfield:

General Government	389,407
Non-Departmental	898,709
Debt Service	1,283,352
Finance	159,792
Planning	367,698
Police	3,608,035
Fire	1,494,473
General Services	474,072
Streets	1,251,604
Garage	91,880
Powell Bill	348,225
Sanitation	1,237,219
Parks/Recreation	817,422
Aquatics Center	927,503
Contingency	173,552
	13,522,943

#### Section II. Water and Sewer Fund

It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Water Sales	2,890,000
Sewer Sales	3,270,000
Investment Earnings	9,000
Other Revenues	738,210
Fund Balance Appropriated	
	6,907,210

The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the Town Government and its activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017 in accordance with the Chart of Accounts heretofore established for the Town of Smithfield:

Water Treatment Plant	1,721,097
Water and Sewer Distribution	4,585,521
Debt Service	495,361
Contingency	105,231
	6,907,210

#### Section III. Electric

It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Electric Sales 16,894,747

Penalties		400,000
Investment Earr	nings	16,000
Other Revenues	5	27,000
Fund Balance A	appropriated	
		17,337,747
Government and its activities for	by appropriated in the Electric Fund for the operation of the Town the fiscal year beginning July 1, 2016 and ending June 30, 2017 in counts heretofore established for the Town of Smithfield:	
Electric Dept. O	peration	16,674,273
Debt Service	•	359,972
Contingency		303,502
	<del>-</del>	17,337,747
Section IV. Firemen's Relief F	<u>und</u>	
It is estimated that the following year beginning July 1, 2016 and	revenues will be available in the Firemen's Relief Fund for the fiscal ending June 30, 2017:	
Fund Balance A	Appropriated (from Firemen's Relief Fund)	9,000
Interest	_	90
		9,090
Town Government and its activi-	by appropriated in the Firemen's Relief Fund for the operation of the ties for the fiscal year beginning July 1, 2016 and ending June 30, 20 Accounts heretofore established for the Town of Smithfield:	

Section V. Smithfield Fire Tax District

It is estimated that the following revenues will be available in the Fire District Tax Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Smithfield Fire District Tax	148,000
Motor Vehicle Tax	18,000
Taxes	9,400
	175 400

The following amounts are hereby appropriated in the Fire District Tax Fund for the operation of the Town Government's Fire Service activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017 in accordance with the Chart of Accounts heretofore established for the Town of Smithfield:

Transfer to General Fund

Firemen's Supplemental Retirement

175,400

9,090

#### Section VI. J. B. George Beautification Fund

It is estimated that the following revenues will be available in the J.B. George Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Interest

1,200

The following amounts are hereby appropriated in the J.B. George Fund for the operation of the Town Government's Special Projects for the fiscal year beginning July 1, 2016 and ending June 30, 2017 in accordance with the Chart of Accounts heretofore established for the Town of Smithfield:

**Special Projects** 

1,200

#### Section VII. General Capital Reserve Fund

It is estimated that the following revenues will be available in the General Capital Reserve Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Transfer from General Fund

175,000

The following amounts are hereby appropriated in the General Capital Reserve Fund for the operation of the Town Government and its capital activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017, in accordance with the Chart of Accounts heretofore established for the Town of Smithfield:

Transfer to General Capital Reserve Fund for the Following Allocations:

Backhoe

50,000

125,000

Street Sweeper

175,000

#### Section VIII. General Capital Project Fund

It is estimated that the following revenues will be available in the General Capital Project Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Transfer from General Fund

823,500

Loan Proceeds

104,000 927,500

The following amounts are hereby appropriated in the General Capital Project Fund for the operation of the Town Government and its capital activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017, in accordance with the Chart of Accounts heretofore established for the Town of Smithfield:

Financial Software

57,500

Garbabe Truck

170,000

Venture Drive Reconstruction

700,000 927,500

#### Section IX. Water/Sewer Capital Project Fund

It is estimated that the following revenues will be available in the Water/Sewer Capital Project Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Transfer from W/S Fund

600,000

The following amounts are hereby appropriated in the Water/Sewer Capital Project Fund for the operation of the Town Government and its capital activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017, in accordance with the Chart of Accounts heretofore established for the Town of Smithfield:

Sludge Dewatering	90,000
I&I S&W Smithfield	100,000
Upgrd Lift Station #12 and Replace Force Main	210,000
Install 16 Inch Water Line Frank Jones Rd	200,000
	600,000

#### Section X. Electric Capital Project Fund

It is estimated that the following revenues will be available in the Electric Capital Project Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Transfer from Electric Fund

400,000

The following amounts are hereby appropriated in the Electric Capital Project Fund for the operation of the Town Government and its capital activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017, in accordance with the Chart of Accounts heretofore established for the Town of Smithfield:

Voltage Conversion

400,000

#### Section XI. Booker Dairy Road Capital Project Fund

It is estimated that the following revenues will be available in the Booker Dairy Rd Capital Project Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Loan Proceeds	3,625,000
Transfer From Electric Fund	275,000
	3,900,000

The following amounts are hereby appropriated in the Booker Dairy Rd Capital Project Fund for the operations of the Town Government and its capital project activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017, in accordance with the Chart of Accounts heretofore established for the Town of Smithfield:

Engineering	100,000
Misc/Atty and LGC	25,000
Power Line Relocation	275,000
Construction	3,500,000
	3,900,000

#### Section XII Tax Rate Established

An Ad Valorem Tax Rate of \$.57 per \$100 at full valuation based on estimated 99.7% tax collection percentage is hereby established as the official tax rate for the Town of Smithfield for the fiscal year 2016-2017. A tax rate for the Special Tax District to provide funding for the Downtown Smithfield Development Corporation is established at \$0.19 per \$100 valuation. A tax rate for the Smithfield Rural Fire District is established at \$0.12 per \$100 valuation.

#### Section XIII- Fee Schedule, Limited Privilege Licenses, and Fees

The fee schedule attached hereto and limited privilege license for the privilege of conducting trades, businesses, professions, shows exhibitions and amusements within the Town of Smithfield are hereby levied at Council adopted rates provided by the General Statute guidelines and fee schedule attached hereto.

#### Section XIIII- Special Authorization- Budget Officer

The Town Manager shall be authorized to reallocate departmental appropriations among the various objects of expenditure.

The Town Manager shall be authorized to affect interdepartmental transfers, in the same fund, not to exceed 10 percent of the appropriated monies for the department whose allocation is affected. Any such transfers shall be reported to the Town Council at its next regular meeting and shall be entered into the minutes.

#### Section XV- Utilization of Budget and Budget Ordinance

This ordinance and the budget document shall be the basis of the financial plan for the Smithfield Municipal Government during the 2016-2017 fiscal year. The Budget Officer shall administer the budget, and he shall ensure that the operating officials are provided guidance and sufficient details to implement their appropriate portion of the Budget. The accounting section shall establish records which are in agreement with the budget and this ordinance and the appropriate statutes of the State of North Carolina. The fee schedule may be amended by majority vote of Council.

All ordinances or parts of ordinances in conflict are hereby repealed.

#### Year End Budget Amendments

#### Year End Budget Amendments of 2015-2016

Finance Director Greg Siler highlighted the budget amendments brought before the Council for consideration.

Mayor Pro-Tem Ashley requested that staff provide the Council with a beginning budget, a footnote of budget amendments made throughout the year and a final ending actual budget.

Councilman Harris made a motion, seconded by Councilman Dunn to approve the year end budget ameridments of 2015-2016. Unanimously approved.

## BUDGET AMENDMENTS June, 2016

GENERAL FUND 1.	BEFORE	ADJ.	<u>AFTER</u>
Expenditures			
10-4100-0200 General Government - Salaries 10-4100-0400 General Government - Professional Fees 10-4100-1401 General Government - Job	\$ 68,772	\$ 24,000	\$ 92,772
	99,437	8,000	107,437
Advertising 10-4100-1500 General Government - Service	1,750	2,000	3,750
Awards/Recognitions 10-4100-3402 General Government - Interim	1,400	3,000	4,400
Manager	12,000	10,000	22,000
10-9990-5300 General Fund Contingency	<u>213,420</u> <u>\$</u>	<u>(47,000)</u>	<u>166,420</u> \$
	<u>396,779</u>	<u>\$</u> -	<u>\$</u> 396,779
To balance the General Government Department at year	r end		
2.			
Expenditures 10-4110-5719 Non-Departmental: Wellness Program	\$ -	\$ 21,000	\$ 21,000
10-4110-5711 Non-Departmental: Public Library	252,834	27,978	280,812
10-9990-5300 General Fund Contingency	<u>166,420</u> <u>\$</u> 419,254	(48,978) \$ -	<u>117,442</u> <u>\$</u> 419,254
To establish and fund the Wellness Program as approve and fund Town's share of library roof repair	d at the 4/21/2015	Council Work Sessi	on
3. Expenditures 10-4110-5710 Non-Departmental: Economic Development	\$ 32,000	\$ (17,000)	\$ 15,000
10-4110-5718 Transfer to General Capital Project Fund		<u>17,000</u>	<u> 17,000</u>
	<u>\$</u> 32,000	<u>\$</u>	<u>\$</u> 32,000
To establish and fund Market Street Lighting Project			
4. Revenue	•		<b>.</b>
10-3990-0000 Fund Balance Appropriation	<u>\$</u> 687,387	<u>\$</u> 156,823	<u>⇒</u> 844,210
Expenditures			

10-4120-9537 Debt Service - Street Paving 2009	<u>\$</u> 56,980	<u>\$</u> 156,823	<u>\$</u> 213,803
To fund early payoff of 2009 Street Paving Loan with BB	&T at June 24,,2016	i	
5. Expenditures 10-5100-7400 Police - Capital Outlay	\$ 235,200	\$ 28,000	\$ 263,200
10-9990-5300 General Fund Contingency	117,442 <u>\$</u> 352,642	(28,000) _\$	89,442 \$ 352,642
To fund the purchase of property (116 S. Fifth Street) ne	xt to police departn	nent	
6. Revenue	\$	¢	\$
10-3900-1200 Grave Opening Fees	25,000	20,000	45,000
10-3900-1101 Riverside Ext. Lot Sales	20,000 \$ 45,000	20,000 <u>\$</u> 40,000	40,000 <u>\$</u> 85,000
Expenditures			
10-5500-3400 Grave Opening 10-5500-3201 General Services - Riverside Ext.	\$ 19,000	\$ 20,000	\$ 39,000
Reimb.	20,000 <u>\$</u> 39,000	<u>20,000</u> <u>\$</u> 40,000	40,000 <u>\$</u> 79,000
To fund grave opening charges to actual			
7. Expenditures			
10-5600-3601 Streets - Misc.	\$ -	\$ 1,500	\$ 1,500
10-5600-3400 Streets - Street Lightning	102,873 <u>\$</u> 102,873	<u>(1,500)</u> <u>\$ -</u>	101,373 \$ 102,873
To fund miscellaneous expenses in Streets Dept.			
8. Expenditures		_	_
10-5650-3300 Garage - Supplies & Operations	\$ 11,300	\$ 10,000	\$ 21,300
10-9990-5300 General Fund Contingency	89,442 <u>\$</u> 100,742	(10,000) \$ -	79,442 <u>\$</u> 100,742

#### To balance the Garage Department at year end

9. Exp	penditures				
	10-5700-0400 Powell Bill - Professional Services	\$ -	#	\$ 9,000	\$ 9,000
	10-5700-1700 Powell Bill - Equipment Maintenance	-		1,303	1,303
	10-5700-3100 Powell Bill - Vehicle Maintenance	100		1,772	1,872
	10-5700-3300 Powell Bill - Supplies/Operations	100		9,818	9,918
	10-5700-3301Powell Bill - Sidewalk & Curb Repair 10-5700-3500 Powell Bill - inage	100		24,930	25,030
Dra		100		12,360	12,460
	10-5700-3501 Powell Bill - Contract Serv	100		16,125	16,225
	10-5700-7300 Powell Bill - Patch and Resurface	300,000		(1,000)	299,000
	10-5600-3301 Streets - Sidewalk & Curb Repair	20,000		(19,500)	500
	10-5600-3300 Streets - Supplies and Operations	39,800		(7,500)	32,300
	10-9990-5300 General Fund Contingency	79,442 <u>\$</u> 439,742		(47,308) <u>\$</u>	32,134 <u>\$</u> 439,742
	balance the Powell Bill Department at year end				
10. Exp	penditures				
	10-5800-0300 Sanitation - Temp Agency Labor	\$ -		\$ 16,000	\$ 16,000
	10-5800-3000 Sanitation - Fuel	77,400		(8,000)	69,400
	10-9990-5300 General Fund Contingency	32,134 ©		(8,000)	<u>24,134</u> <u>\$</u>
		109,534		<u>\$</u> -	109,534
To 11.	establish and fund temp help in Sanitation				
	penditures	Φ.		<b>c</b>	<b>c</b>
	10-6220-0300 Aquatics Center - Temp Labor	\$ 5,000		\$ 10,000	\$ 15,000
	10-9990-5300 General Fund Contingency	24,134 <u>\$</u> 29,134		(10,000) \$ -	14,134 <u>\$</u> 29,134

To balance the Aquatics Dept. at year end

## WATER/SEWER FUND 12.

**Expenditures** 

30-9990-5300 Water/Sewer - Contingency 30-7220-1700 Water/Sewer Distribution - Service	\$ 161,325	\$ (94,000)	\$ 67,325
Contracts	<u>49,000</u>	<u>94,000</u>	143,000
	<u>\$</u> 210,325	<u>\$</u>	<u>\$</u> 210,325
To fund Wilson Street Sewer Line and Road Repair			
13. Revenue Expenditures 30-9990-5300 Water/Sewer Distribution - Contingency 30-7220-3400 Water/Sewer Dist Sewage Treatment	\$ 67,325  2,500,000 \$ 2,567,325	\$ (67,325) <u>71,325</u> <u>\$</u> 4,000	\$ - 2,571,325 \$ 2,571,325
To balance the Water/Sewer Distribution Department a	t year end.		
14. Revenue	•	•	œ.
30-3970-0700 Water/Sewer Fund Balance	<u>\$</u> 517,080	<u>\$</u> 123,700	<u>\$</u> 640,780
Expenditures 30-7220-9101 Transfer to Water/Sewer Capital Project Fund	<u>\$</u>	<u>\$</u> 123,700	<u>\$</u> 123,700
To establish and fund (initially from W/S Fund Balance, to for Booker Dairy Road Project  ELECTRIC FUND  15.	then later to borrow	) engineering and de	esign expenses
Expenditures		\$	\$
31-7230-3502 Electric - Logics Software Maint	\$ - \$	28,000 \$	28,000
31-7230-3501Electric - Service Contracts	257,400	22,000	279,400
31-7230-4800 Electric - Electricity Purchased	14,200,000 <u>\$</u> 14,457,400	(50,000) <u>\$</u>	14,150,000 <u>\$</u> 14,457,400
To balance the Electric Department at year end.			
Capital Projects - Water/Sewer Fund 16.			
Expenditures	•	•	œ.
45-7200-7403 Generator/VFDs	\$ 90,000	\$ 9,000	\$ 99,000
45-7200-7404 Chlorine Dioxide System	<u>150,000</u> <u>\$</u> 240,000	<u>(9,000)</u> \$ -	<u>141,000</u> <u>\$</u> 240,000

17.	Revenue	\$	s	\$
	45-3980-1401 Transfer from W/S Fund	<u>\$</u> 279,700	<u>\$</u> <u>123,700</u>	<u>403,400</u>
	Expenditures			•
	45-7220-7415 Booker Dairy Road Extension	<u>\$</u>	<u>\$</u> 123,700	<u>\$</u> 123,700
To e	establish and fund (initially from W/S Fund Balance, the	en later to borrow) e	ngineering and des	sign expenses
Вос	ker Dairy Road Project			
<u>Car</u> 18.	<u> Dital Projects - General Fund</u> Revenue			
	46-3900-4110 Revitalization Grant	\$ -	\$ 96,107	\$ 96,107
	46-3900-4111 Transfer From GF for Revitalization		<u>17,000</u> <u>\$</u>	<u>17,000</u> \$
	Expenditures	<u>\$</u>	<u>113,107</u>	<u>113,107</u>
	46-4110-5703 Revitalization/Market St. Lighting	<u>\$</u>	<u>\$</u> <u>113,107.00</u>	<u>\$</u> 113,107.00
То	establish and fund Market Street Lighting Project			
19.	Revenue		•	•
	46-3540-6200 Miracle Pk/Partnership For Children	\$ -	\$ 250,000	\$ 250,000
	46-3540-6201 Miracle Pk/Miracle league of J.Co.	<del></del>	<u>101,000</u> _ <b>\$</b>	<u>101,000</u> <u>\$</u>
	Expenditures	<u>\$</u>	<u>\$</u> 351,000	<u>351,000</u>
	46-6200-7406 Miracle Pk - Phrase 1/Site Prep	\$	<u>\$</u> 351,000	<u>\$</u> 351,000
То	establish and fund Miracle Park			
20	. Revenue	<b>o</b>	<b>•</b>	ø
	46-3290-0000 Interest	\$ 12,291	\$ 297	\$ 12,588
	46-3900-5601 Loan Proceeds/Smithfield Crossing	<u>5,206,759</u> <u>\$</u>	<u>201,555</u> <u>\$</u>	<u>5,408,314</u> <u>\$</u>
	Expenditures	<u>5,219,050</u>	<u>201,852</u>	<u>5,420,902</u>

46-5600-7405 Smithfield Crossings	<u>\$</u> 6,224,431	<u>\$</u> 201,852	<u>\$</u> 6,426,283
To balance the Smithfield Crossing Project at year end			
Firemen Relief Fund 21. Revenue			
50-3290-0000 Interest	\$ 50 \$	\$ 25 \$	<b>\$</b> 75
50-3990-000 Fund Balance Appropriations	14,771	(14,500)	271
50-3300-0000 Reímb	<u> </u>	18,292 <u>\$</u> 3,817	18,292 <u>\$</u> 18,638
Expenditures	œ	œ	œ
50-4010-3500 Firemen Supplemental Retirement	<u>\$</u> <u>14,821</u>	<u>\$</u> 3,817	18,638
To balance the Firemen Relief Fund at year end			

#### **Fire District Tax Fund**

	_
22.	Revenue

I/CA CII II G			
	\$	\$	\$
51-3010-0000 SMFLD Fire Dist Tax	139,000	36,559	175,559
51-3010-0002 Supplemental Funding-1st	•	·	
	_	9.441	9,4 <u>41</u>
F-114-1-5	\$	\$	<u>\$</u>
		<del>1</del> 6 000	185.000
Evnanditurae	100,000	<u>,</u>	1 2 2 1 2 2 2
Expellationes	œ	œ	æ
E1 4010 0100 Contribution to Congret Fund			200.000
51-40 10-9 100 Continuation to General Fund	<u>104,000</u>	<u>40,000</u>	<u> 200,000</u>
	51-3010-0000 SMFLD Fire Dist Tax 51-3010-0002 Supplemental Funding-1st sponders  Expenditures 51-4010-9100 Contribution to General Fund	\$ 139,000 51-3010-0000 SMFLD Fire Dist Tax 139,000 51-3010-0002 Supplemental Funding-1st sponders - \$ 139,000  Expenditures	\$ \$ \$ \$ 139,000 SMFLD Fire Dist Tax 139,000 36,559 Sponders

To balance the Fire District Fund at year end. All proceeds are transferred to the General Fund

#### **Year End Project and Purchase Encumbrances for 2015-2016**

Councilman Harris made a motion, seconded by Councilman Dunn to approve the year end project and purchase encumbrances for 2015-2016. Unanimously approved.

#### ENCUMBRANCES FOR PURCHASE ORDERS ISSUED PRIOR TO 6/30/16

GENERAL FUI	ND	·		
10-4110-5712	NonDept - Walter Schmidlin	S.H.A.R.P. Reimbursement	20153212	\$2,000.00
10-4110-5712	NonDept - Walter Schmidlin	S.H.A.R.P. Reimbursement	20164055	\$2,000.00
10-4110-5717	Non-Departmental - Web Design	Web Design (Final Installment)	20164226	\$3,847.50
10-5100-3500	Police - Uniforms	Bullet Proof Vest	20164646	\$625.00
10-5100-3500	Police - Uniforms	Bullet Proof Vest	20164699	\$643.95
10-5100-7400	Police - Capital Outlay	Center Consoles for (3) vehicles	20164711	\$2,306.34
10-5100-7400	Police - Capital Outlay	Equipment Installation on (3) new vehicles	20164715	\$2,190.00
10-5100-7400	Police - Capital Outlay	(2) Cargo Storage Boxes for K-9 vehicles	20164720	\$733.14
10-5300-3501	Fire - Service Contracts	Chief Dan Leadership	20164520	\$1,387.75
10-5500-7400	Appearance - Capital Outlay	Christmas Decorations	20164718	\$9,868.40
10-5600-3601	Appearance - Miscellaneous	Meadow Brook Street Survey	20164193	\$1,500.00
10-6200-1700	Recreation - Equipment & Repair	Alarm Kits for SRAC	20164689	\$3,755.00
10-6200-3300	Recreaction - Supplies/Operations	Clay Mix for Community Park Ballfields	20164726	\$1,602.00
10-6200-3700	Recreation - Community Park	Clay Mix for Community Park Ballfields	20164726	\$990.00
10-6200-7400	Recreation - Capital Outlay	Topsoil for Community Park Grading	20164680	\$2,520.00
10-6200-7400	Recreation - Capital Outlay	Scoreboard for Smith Collins	20164681	\$4,319.40
10-6200-7400	Recreation - Capital Outlay	Window for Civitan Press Box	20164683	\$1,897.70
10-6200-7400	Recreation - Capital Outlay	Clay Mix for Smith Collins & Civitan Ballfields	20164726	\$972.00
10-6220-3300	Aquatic Center - Supplies/Operations	Kiefer Swirn Products	20164692	\$110.00
				\$43,268.18
WATER FUND	)	The second secon		
30-7200-3501	Water Plant - Capital Outlay	Rebuild Raw Water Pump	20164406	\$20,419.69
30-7220-7400	Water/Sewer - Capital Outlay	Bypass on Pump Stations	20164642	\$33,774.50
				\$54,194.19
The state of the state of the state of	The state of the control of the state of the			

#### Year - End Purchase Order Encumbrances for 2015 - 2016

Councilman Harris made a motion, seconded by Councilman Dunn to approve the year end purchase order Encumbrances for 2015-2016. Unanimously approved.

ENCUMBRANCE	S FROM 2015-2016 TO 2016-2017	
GENERAL FUND	The second secon	
10-5300-7400	Fire - Capital Outlay (Fire Hoses)	3,23
10-6200-7400	Parks and Rec - Capital Outlay (Family Life	Center) 27,00
······································	entre control control and the second control	\$ 30,23
		·
ELECTRIC FUND		d
31-7230-3504	Electric - ESA-BAYWA Solar	48,52
and and the second s		<u>\$ 48,52</u>

Councilman Harris asked for staff to provide to the Council the cost associated with producing water.

Mayor Moore asked staff to provide to the Council the general fund revenue and expenses of 10 years.

Mayor Moore asked if any member of Council desired to serve as a liaison to the finance department. No response

#### Salary Schedule

Town Manager Michael Scott presented the 2016 Salary Schedule to the Council. It was his suggestion the salary schedule be approved each year with the budget. Mr. Scott informed the Council that the only amendment was adding the Public Works Supervisor position to pay grade 16. This is a current position that was never incorporated into the schedule.

Councilman Harris questioned if there was any employee making less than the starting salary for any pay grade or more than the maximum salary. Mr. Scott responded that no one is making less and only six employees were earning over the maximum annual salary. He further explained that any employee who is making over the maximum rate would receive a one-time bonus.

Councilman Harris made a motion, seconded by Councilman Rabil to approve the salary schedule as presented. Unanimously approved.

# Town of Smithfield Salary Schedule

June 30, 2016 +2%

Grade	JOB TITLE	FLSA	Pos Code	6/30/16 MIN Hourly Rate	6/30/16 MIN Annual Salary	6/30/16 MAX Annual Salary
6	General Maintenance Worker - Public Works General Maintenance Worker - Fire	17 FE 15 FE TO S	1003 3010	10.23	21279.65	32557.87
7	Facility Maintenance Specialist - Parks & Rec Facility Maintenance Specialist - Public Works Sanitation Worker		1002 1001 1004	10.75	22361.66	34213.35
8	Street Maintenance Worker		1005	11.29	23486.11	35933.75
9	Collections Assistant Meter Reader Administrative Secretary/Receptionist - Gen. Govt Administrative Secretary/Receptionist -Police		11 1081 20 3032	11.86	24674.21	37751.55
10	Meter Technician Street Signs Specialist Utility Line Mechanic Sr. Collections Assistant		1060 1031 1046 13	12.46	25925.95	39666.71
11	Sanitation Equipment Operator Equipment Operator Trainee Water Plant Trainee		1013 1016 1015	13.10	27241.34	41679.26

	Advanced Utility Line Mechanic		1045			
ON VALUE OF STREET	Administrative Support Specialist - Fire	mile between a low to	3019	13.76	28620.38	43789.19
WOLDS PARKET	Administrative Support Specialist - GenGovt		22			
	Administrative Support Specialist -Parks/Rec		2005			
<b>用表面的影响</b>	Administrative Support Specialist - Planning	196	23			
TALL STATE	Administrative Support Specialist - Police		3045			
21,240	Administrative Support Specialist - CS - PubUtil		1095			
	Administrative Support Specialist - Public Works		1008			
	Animal Control Officer		3021			9.50
The second	Assistant Aquatics Supervisor		2022			
STATE OF STREET	Customer Service Representative		1097			
5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Equipment Operator		1011			
	Finance Assistant		12			
	PC Specialist		1062			
	Patient Accounts Representative - EMS	Control of the Contro	2099			
	Police Records Clerk		3040			
	Pump Station Mechanic		1041			
	Water Plant Operator I		1051			
	Water Maintenance Technician		1048			
	TVAICE IVAILICE TEETH ICIAN		1040		Libert Wilderins	
13	Equipment Mechanic		1021	14.45	30063.07	45996.50
	Parks & Grounds Crew Leader		2012			
	Public Works Crew Leader		1012		0.0	
	Sr. Customer Service Rep		1096			
	Water Plant Operator II		1052			
	Traini Operator II		1002			
14	Facilities/Streets Maintenance Supervisor	in the second	2008	15.18	31569.41	48301.20
	Facility Maintenance Supervisor		1010			
	Water Plant Operator III		1053			
	Utility Line Crew Supervisor		1049			
	Wastewater System Technician		1047			
	Water System Technician		1043			
			10 10			
				6/30/16	CIOCIAC MINI	6/30/16 MAX
			Pos	MIN Hourly	6/30/16 MIN Annual	Annual
Grade	JOB TITLE	FLSA	Code	Rate	Salary	Salary
45	Florida Con Today Con		4007	45.51	00.100.01	50705 -
15	Electric Line Technician		1064	15.94	33160.61	50735.74
	Engineering Technician		1070			
	Firefighter I (Day Shift)	(100 A) Co. (100	3013	I W CESTE WEST		F07/0-
	Firefighter I (ABC Shift - 42/hrs wk)		3012	15.18	33147.88	50716.2
46	Accounts Pavable Technisiss I		21	10.75	24926 67	54366.1
16	Accounts Payable Technician I		31	16.75	34836.67	54300.1
	Advanced Lineman		1065			
To The	Zoning Enforcement Officer		51			
STATE OF THE	Public Works Supervisor	E	1038		7 2 2 2 2 2 2 2 2 2	

2470/yr)	Firefighter II (Day Shift)		3017			
	Firefighter II (ABC Shift 42 hr/wk)		3015	15.94	34818.64	53272.52
236/yr)	Police Officer I (43 hr wk)		3043	15.58	34826.59	53284.70
17	Athletic Programs Supervisor		2006	17.60	36597.60	55994.33
	Customer Services Supervisor		1098			
	Journeyman Lineman		1067			
	Fire Engineer (Day Shift)		3018			
	Minimum Housing Code Enforcement Officer		62			
	Payroll/Accounting Technician II		14			
	Purchasing Agent		48			
	Recreation Programs Supervisor		2011			
	Fire Engineer (42 hr/wk)		3011	16.75	36578.51	55965.12
	Police Officer II (43 hr wk)		3049	16.36	36582.75	55971.61
18	Aquatics Center Supervisor		2016	18.48	38443.39	58818.39
	Electric Line Crew Leader		1066			
	Fire Inspector I		3008			
	Planner/GIS Technician		60			
	IT Soecialist		34			
	Master Police Officer (43 hr/wk)	y.	3047	17.19	38430.13	58798.10
19	Sr. Planner		61	19.41	40374.05	61772.30
	Police Accreditation Manager		3033			
	Fire Captain (42 hr/wk ABC Shift)		3016	18.49	40387.84	61793.40
	Police Sergeant (43 hr wk)		3044	18.05	40368.74	61764.18
20	Chief Water Plant Operator		1055	20.39	42410.78	66186.27
	IT Analyst/Billing Supervisor	E	35			
	Water Plant Chemist		1057			
21	Recreation Center Supervisor		2013	21.41	44532.38	68134.55
	Police Lieutenant (43 hr wk)		3048	19.91	44519.65	68115.08
22	Fire Marshall		3007	22.48	47695.26	71542.90
	Water Plant Supervisor	E	1059			
	Water/Sewer Superintendant		1050			
رد شاش	Town Clerk	E	24			
23	Electric Distribution Superintendent	E	1069	23.613	49115.04	75146.0
	Police Captain	E	3057			
	Recreation & Aquatics Center Director	E	2015			
	Sr. Athletics Programs Supervisor & Assistant Parks and Recreation Director	E	2004			
24	Water/Sewer Line Superintendent	E	1050	24.80	51576.10	78911.43

Grade	JOB TITLE	FLS	Pos A Code	6/30/16 MIN Hourly Rate	6/30/16 MIN Annual Salary	6/30/16 MAX Annual Salary
25	Assistant Fire Chief / Deputy Chief Human Resources Director/PIO/Economic Development Liaison	E E	3002 27	26.04	54164.45	82871.61
26	Planning Director		59	27.35	56880.10	87026.55
27	Finance Director Parks/Recreation Director Public Works Director	E E	49 2019 1039	28.71	59723.04	91376.25
28.	Police Chief Public Utilities Director Fire Chief/Dir. Emergency Services	шшш	3059 1099 3009	30.15	62714.50	95953.17
N/A	City Manager	E	99		N/A	N/A

#### Proceeds from the Sale of Bingham Park

Town Manager Michael Scott informed the Council that in 2006 the Town sold the Bingham Park property to the hospital for \$450,000. The minutes stated that the proceeds were to be placed in a separate account for future projects at Community Park. Those funds have not been spent. Mr. Scott sought direction from the Council as to the idea of spending some of those funds for park improvements that have already been made or future projects. Mayor Pro-Tem Ashley responded that it was his recollection that those funds were to be utilized for land acquisition only. Mr. Scott responded that the minutes only reflect that the proceeds were to be used for projects at the Community Park.

No action taken

#### Adjourn

Councilman Harris made a motion, seconded by Councilman Scott, to adjourn the meeting at approximately 8:18 pm.

ATTEST:	M. Andy Moore, Mayor	
Shannan L. Williams, Town Clerk		

## TOWN OF SMITHFIELD Town Council Action Form

<u>Applicant: Andrea Hinnant Blessed by God Ministry</u> is asking Council permission for a special event, a street crusade (parade) in association with the dance ministry at the Blount Street Church.

Date of Meeting: July 5, 2016 Date Prepared: June 17, 2016

Staff Work By: Paul Embler Presentation By: Paul Embler

#### **Presentation Description:**

The petitioner is requesting permission for a special event (Street crusade) to be held on Town streets on July 16, 2016 from 11:00 am to 2:00 pm. The event will begin at the church, progress along a parade route and return to the church. The proposed route will leave the church proceeding along Blount Street to Broadway then along Broadway to East Ward Street, to Second Avenue to Midway and then returning to the church along Blount Street. The Police Department will provide an officer and cruiser to control traffic while the dance troupe accesses the streets, then the cruiser will follow the troupe along the route. The entire event is scheduled from 11am until 2 pm, however it is anticipated that the actual parade will only last approximately 45 to 60 minutes of the entire event time.

No street closing is requested. There will be a vehicle with amplified music (P/A) leading the dance troupe. Adults will be walking with the dance troupe. No food will be sold.

#### **Action Requested:**

The Town Council is asked to take the special event request under consideration and render a decision to permit the 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 <u>notarized</u> written authorization from the property owner must be attached.

A site plan/diagram of event property MUST BE ATTACHED (see attach	nments)
☐ Sale of fireworks ☐ Sale of non-ag ☐ Special event, over 100 people in attendance ☐ Not-for-profit e	les office or model home pricultural products, except fireworks event, over 100 people in attendance ed event
Name of Event Location of Event (example of Event name Andrea Ninneum E-mail address Control	ahmantaumul.com
	zip27896
•	52-292-1637
	nd date/time 2pm
Sound amplification hours 11 am 2 pm Will food or goods	s be sold? <u>NO'</u>
Security provided by Smithfield Police or private security (describe duties): NO	
Private agency name & phone, if applicable:	·
Will any Town property be used (i.e., streets, parks, greenways)?	
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 of the conducted per all applicable local laws. I certify that I have received the attached Temporary Uses. I certify that I have notified all adjoining property owners of the planned to Company of th	d information concerning the regulations for emporary use.
Applicant's name (print) Signature	* Øate
PLEASE RETURN THIS PERMIT TO INSPECTIONS AND PERMIT DEPARTME	NT WITH \$50.00 FEE.
Method of payment: Cash Check Credit card Amount \$	HTE
Reviewing Planner:(Note: See attached letter)	Date:

Youade route Our dance ministry would be doing dance on the street They will leave the church Blownt St to Martin Martin St to Broadway Broadway to Eward Second St to Midway Back to the Church yard on Blound Street

# TOWN OF SMITHFIELD Town Council Action Form

<u>Applicant Marlon Lee</u> is requesting the Town Council to approve a special event, for the purpose of softball games and amplified music for the entire summer at Smith-Collins Park.

Date of Meeting: July 12, 2016 Date Prepared: July 5, 2016

Staff Work By: Paul Embler Presentation By: Paul Embler

#### **Presentation Description:**

Marlon Lee is requesting that Smith-Collins Park be utilized for community pickup softball games and amplified sound (music) on Sunday afternoons starting July 17, 2016 through the end of September 2016 from 4 pm until 9 pm. The events are intended to be not for profit events. Attendance of the events is expected to exceed 100 people.

There is no anticipated need for security. No food or goods will be sold by vendors during the events. It is anticipated that the events will start at 4pm and continue until 8 pm. At that time clean-up activities will begin and be completed by 9 pm

Animals will not be restricted during the events.

#### **Action Requested:**

The Town Council is asked to review the permit application and take action upon the request.



### 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 <u>notarized</u> written authorization from the property owner must be attached.

A site plan/diagram of event property	y <u>MUST BE ATTACHED</u> (see attachments)	
TYPE OF EVENT	PERMIT FEE \$5	50
<ul> <li>□ Expansion or replacement of existing fa</li> <li>□ Sale of agricultural products grown off-s</li> <li>□ Sale of fireworks</li> <li>□ Special event, over 100 people in attended at the complexity of t</li></ul>	cilities  Construction Trailer  Real estate sales office or model home Sale of non-agricultural products, except firework  Not-for-profit event, over 100 people in attenda	orks
Bang for Pictup Soft	+ 6pt/gayes Smith-Colliss	ATTITUTE STATE OF THE STATE OF
Name or Event	Location of Event (exact street address)	
Applicant name Marlow Lie	E-mail address very fall 61 8 act. com	•
Address 100 y (Tuny d)	1. Sun the Field No Zip 27577	7
Day phone	Mobile phone 919-631-6544	
Event set-up/start time/date	- 4 & 9-copm Event clean-up/end date/time 9-co pm -	Sins
Sound amplification hours 468.	Event clean-up/end date/time 9:00 PM - Will food or goods be sold?	
	rivate security (describe duties):	
Private agency name & phone, if applicable	e:	
Will any Town property be used (i.e., stree	1 - Daile Cli	
Do you wish to: Restrict animals at this	event? (circle Yes No) Prohibit Fireworks? (circle Yes No)	
will be conducted per all applicable local laws	in this application is true to the best of my knowledge and I further certify that the concerning the regular II adjoining property owners of the planned temporary use.  Signature  Date	ations fo
	PECTIONS AND PERMIT DEPARTMENT WITH \$50.00 FEE.	1
Method of payment: Cash Check	Credit cardAmount \$HTE	
Reviewing Planner:(Note: See attached letter)	Date:	

# Town of Smithfield Town Council Action Form

Consent Agenda Item: Approval of a career ladder promotion for an employee at the water plant.

Date of Meeting: July 12, 2016 Date prepared: July 5, 2016

Staff Work by: Ted Credle Presentation: Consent Agenda

#### item:

In keeping with stated Town goals of retaining highly qualified employees, the Council has approved a career ladder within the Water plant for employees to advance their career and become a more highly valued employee. In the case of this employee training and certification as an operator — Class C - this enables him to work with limited supervision and to be scheduled at the plant without other operators. This allows the employee to work nights & weekends and to cover other operators when illness or vacation occurs.

This employee has followed the career ladder previously approved by the Council. This pay grade increase will move the employee from Water Plant Trainee (Grade 11) to Water Plant Operator I (Grade 12).

In this case, the employee obtained certification on August 27, 2015 and was not awarded the appropriate pay increase at that time. This action formally recognizes his accomplishment and clarifies his job classification. Since August 27, 2015, the employee should have been receiving \$28,392.00 annually or \$13.65 hourly (previously \$27,041.04 or \$13.00 hourly). The employee shall receive backpay dating to August 27, 2015, the date at which he received his WPO Class C Certification and began performing such duties of Water Plant Operator I for the Town. The amount of back-pay from August 27, 2015 to June 30, 2016 equals \$1,149.20 (\$0.65/hour for 1,768 hours). There are adequate funds in the salary line item for the water plant to pay for this increase without a future budget amendment.

#### Action Requested:

Approve a career ladder promotion and adjusted back-pay for an employee at the water plant.

## Town of Smithfield Town Council Action Form

**Item: One Source Document Solutions Laserfiche Avante Upgrade** 

**Staff Work By:** Shannan Williams **Presentation:** Consent Agenda

#### **Presentation:**

In the FY 2016-2017 budget, the Town Council approved an expenditure of \$25,580.00 for upgrades to the Laserfiche software that staff utilizes for records management. Also included in this software will be an agenda management feature that will allow the Town Clerk to compile Town Council agenda much more efficiently.

#### **Action Requested:**

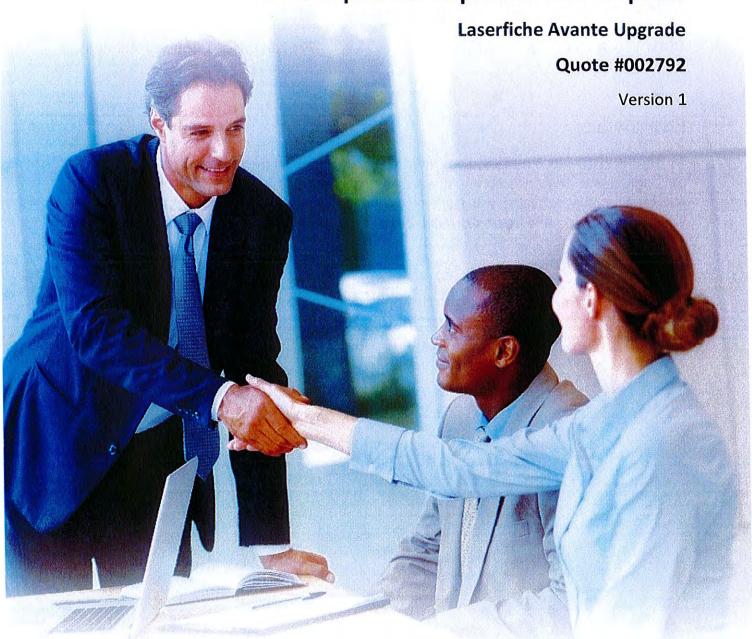
It is requested the Town Council approve the One Source Document Solutions agreement for the Laserfiche Avante Upgrade in the amount of\$ 25,580.00 and authorize the Town Manager to execute this agreement on behalf of the Town.



800-401-9544 800-550-3676 chris.mease@osdsinc.com www.osdsinc.com



# We are pleased to provide this Proposal



**Town of Smithfield** 



800-401-9544 800-550-3676 chris.mease@osdsinc.com www.osdsinc.com

Wednesday, February 24, 2016

Shannan Williams Town of Smithfield PO Box 761 300 E Market Street Smithfield,, NC 27577 Email: shannan.williams@smithfield-nc.com

#### Dear Shannan,

We are honored that your organization has chosen to consider One Source as your provider for an Enterprise Content Management system. We believe our recommended solution will provide efficiency and flexibility to your organization. Given the critical nature of this project, I believe there are several key advantages we offer:

**Experience:** One Source has implemented over 300 Document Management Systems in the past 10 years. With over 50 years of subject matter expertise, our team knows how to ask the right questions to ensure we provide a simple, functional and productive solution.

**Deployment Time:** Due to the architecture of our systems and our implementation experience, we are able to deliver a functioning solution quickly, which will provide a rapid return on the investment and minimize the learning curve for all your team.

**Compliance:** One Source has developed specific implementation configurations and best practices that ensure your organization will meet all relevant regulatory requirements, while increasing productivity and efficiency.

Thank you again for your consideration. It is our sincere belief that we offer the best solution. Please let me know if you have any questions about this proposal. I will follow up with you to discuss next steps.

Sincerely,

Chris Mease

One Source Document Solutions, Inc. P: 800-401-9544 x47 F: 800-550-3676 chris.mease@osdsinc.com

Chris Mease



800-401-9544 800-550-3676 chris.mease@osdsinc.com www.osdsinc.com

#### **Prepared For**

Town of Smithfield Shannan Williams PO Box 761 300 E Market Street Smithfield,, NC 27577 shannan.williams@smithfield-nc.com

#### **Prepared By**

Chris Mease 4355 Federal Drive, Suite 140 Greensboro, NC 27410 Phone: 800-401-9544 x47 Email: chris.mease@osdsinc.com



Chris Mease

Software		Qty	Price	Extended
Core Server Softw	are	A STORY OF THE STO		
LF-MSE30	Laserfiche Avante Server for MS SQL with Workflow	1	\$5,000.00	\$5,000.00
User License				
LF-MNF16	Laserfiche Avante Named Full User w/Snapshot & Email- incl. Web Access	5	\$600.00	\$3,000.00
LF-MFRM	Laserfiche Avante Forms for Full Users	5	\$50.00	\$250.00
Capture Tools				
LF-MPFRM	Laserfiche Avante Forms Portal	1	\$7,995.00	\$7,995.00
LF-MCS01	Laserfiche Avante ScanConnect	1	\$165.00	\$165.00
LF-MMG05	Laserfiche Agenda Manager (includes 5 Meeting Types)	1	\$15,000.00	\$15,000.00
	Softw	vare Subtotal		\$31,410.00

Annual Support /	Maintenance	Qty	Price	Extended
Core Server Softw	are			
LF-MSE30B	Laserfiche Avante Server for MS SQL with Workflow- Basic Annual Support	1	\$1,000.00	\$1,000.00
User License				
LF-MNF16B	Laserfiche Avante Named Full User w/Snapshot & Email, incl. Web Access- Basic Annual Support	5	\$120.00	\$600.00
LF-MFRMB	Laserfiche Avante Forms for Full Users- Basic Annual Support	5	\$10.00	\$50.00
Capture Tools				
LF-MPFRMB	Laserfiche Avante Forms Portal Add-on- Basic Annual Support	1	\$1,600.00	\$1,600.00
LF-MCA01B	Laserfiche Avante Import Agent- Basic Annual Support	1	\$390.00	\$390.00



800-401-9544 800-550-3676 chris.mease@osdsinc.com www.osdsinc.com

nnual Support /	Maintenance	Qty	Price	Extended
LF-MCS01B	Laserfiche Avante ScanConnect- Basic Annual Support	1	\$33.00	\$33.00

Integration Tools

Distribution

On-demand Training Subscription

	Annual S	upport / Maintenance Subtotal		\$3,673.00
fessional Serv	rices	Qty	Price	Extended
OS-PS-PM	Project Management	1	\$250.00	\$250.00
OS-PS-RA	Requirements Analysis (per hour)	8	\$187.50	\$1,500.00
OS-PS-PD	Process Design, Development & Testing (per hour)	16	\$187.50	\$3,000.00
OS-PS-IN	System Installation	8	\$187.50	\$1,500.00
OS-PS-UT	User Training (per hour)	4	\$187.50	\$750.00
OS-PS-AT	Administrator Training (per hour)	4	\$187.50	\$750.00
		Professional Services Subtotal		\$7,750.00

Credits		Qty	Price	Extended
Credit for Existing	Software and Unused Support			
LF-CREDIT	Credit for Existing Software	1	(\$8,848.00)	(\$8,848.00)
LF-LSAP-CREDIT	Current System LSAP Credit	1	(\$900.00)	(\$900.00)
		Credits Subtotal		(\$9,748.00)

Proposal Summary	Total Investment
Software	\$31,410.00
Annual Support / Maintenance	\$3,673.00
Professional Services	\$7,750.00
Credits	(\$9,748.00)
Total	\$33,085.00



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Complete Your Order		
To complete your order, please sign belo	then email or fax this document to us.	
Signature	Date	
Printed Name	PO # (if applicable)	

#### **Terms and Conditions:**

Terms of Business System Installation: All prices exclude applicable taxes and freight. The quoted prices are Valid for 60 Days.

#### Payment Terms:

Software and Annual Maintenance invoiced at time of order, net due upon receipt.

Professional Services and Travel Expenses invoiced upon completion of job, net due upon receipt.

Thank you for your order. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached quote or proposal document will be sent to your email address to complete your order acceptance. If you have any questions, please feel free to contact us. ALL SALES ARE FINAL.

# Town of Smithfield Town Council Action Form

<u>Item: Consideration and Approval to enter into an agreement with Municipal Code Corporation to conduct a legal review of the Town's Code of Ordinances</u>

Date of Meeting: July 5, 2016 Date Prepared: June 17, 2016

Staff Work By: Shannan Williams Presentation: Consent Agenda

#### **Presentation:**

Due to the age of most of the Town's Ordinances, staff contacted Municipal Code Corporation (Municode) to explore the cost associated with the recodification of the Code of Ordinances. The legal review is the first step in the process. The Town has utilized the services of Municipal Code Corporation since 1990.

In the FY 2016-2017 budget, the Town Council approved an expenditure of \$5000.00 to allow Municipal Code Corporation to conduct a legal review of the Code of Ordinances. It is estimated that this review will take approximately 9-12 months.

#### **Action Requested:**

It is requested the Town Council approve the agreement with Municipal Code Corporation in an amount not to exceed \$5,000 for the legal review of the Town's Code of Ordinances and authorize the Town Manager to execute the agreement on behalf of the Town.



June 16, 2016

Ms. Shannan Williams Town Clerk PO Box 761 Smithfield, NC 27577

Sent via email: shannan.williams@smithfield-nc.com

Dear Ms. Williams:

Thank you for speaking with Sales Representative Scott Horton from Municode. Pursuant to your conversation with Scott, we are pleased to submit the following information and pricing for a legal review of your code.

#### Why Choose A Legal Review?

- Recodification can be expensive and take years to complete.
- We have devised a less expensive and faster way to accomplish a similar result.
- It begins with a legal review that provides you with a snapshot of possible conflicts and issues of concern.
- With your review completed, the conflicts and concerns can be corrected by simply republishing your code.
- However, if the issues are too numerous or complex, a full recodification may be recommended.
- Should recodification be recommended, the expense incurred in the legal review may be credited toward its
  cost.

#### What Kinds of Conflicts Develop Over Time?

- Most conflicts are caused by changes in other bodies of law, such as the state statutes.
- States continually revise their statutes.
- Ordinances based upon previous authority often end up conflicting with the state law despite no changes being made to the local law.
- In order to ensure that your code is adequately maintained, we recommend a complete legal review every 5-10 years.
- The precise time depends upon the number of ordinances you have passed and the extent to which the state statutes have evolved since your last review.

#### Legal Review Process.

- One of our experienced attorneys will personally conduct a chapter-by-chapter legal review of your code.
- If your concerns are more narrowly defined, we can limit the scope of our review to selected chapters or just state law references.
- This review will identify obsolete provisions, conflicts and inconsistencies with current state statutes, as well
  as conflicts with other code sections.
- State law citations are checked and necessary changes and additions are noted.
- Our team of full-time attorneys will produce a <u>legal memorandum</u> for you that includes our recommendations for curing conflicts, deleting obsolete provisions and other "housecleaning" measures.
- Your legal memorandum will be delivered in an electronic form for ease of use.
- All recommendations are intended for the use of your attorney and are not to be considered legal advice to a layperson.

#### Conference.

- Our attorney is available to answer questions and discuss her/his findings via teleconference, webinar or in person.
- The discussion should include all interested officials, as their participation will help expedite implementation of the approved recommendations.

#### Implementation of Approved Recommendations.

 Recommendations chosen for action can be incorporated into your code by passing individual amendatory ordinances, or aggregating all changes and readopting the entire code.

- If corrections are made via individual ordinances, we can issue a supplement to the existing code; however, if changes are aggregated, republishing your entire code may be more cost effective.
- An estimate for implementing the changes can be provided once the legal review is completed and the extent
  of changes is known.

#### Our Team Is Here For You.

- Municode has a team of 11 full-time attorneys that perform our legal services.
- Our attorneys are well-versed in local government law, each averaging over 20 years of codification experience.
- Our team also has the benefit of knowledge gained from decades of experience working with many local governments across the country.

#### Legal Review Fees<sup>1</sup>

Legal review of your code of ordinances \$3,800

Teleconference or web-based conference with a Municode attorney, per hour \$150<sup>2</sup>

#### Payments for Legal Review:

Upon Execution of AgreementUpon Delivery of Legal Memorandum

\$1,900

Balance Due

If you have any questions or desire additional information, please call and speak with our Regional Sales Representative Scott Horton or our Assistant Vice President of Sales, Steffanie Rasmussen. We are also happy to schedule a conference call or webinar with all interested parties, or meet with you personally. We are here to serve you!

Sincerely,

Dale Barstow Vice President - Sales

DMB/gm
Cc: Steffanie Rasmussen, Assistant Vice President of Sales steff@municode.com
800-262-2633 ext. 1148
Scott Horton, Regional Sales Representative shorton@municode.com
(919) 830-3358

Accepted by:

#### TOWN OF SMITHFIELD, NORTH CAROLINA

By: \_\_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_

<sup>2</sup> Subsequent teleconferences will be billed at the rate of \$150 per hour.

<sup>&</sup>lt;sup>1</sup> Sales Tax is additional where applicable. This quote is valid for 90 days from the date indicated herein.

#### **Our Company**

#### Loyalty

"I've always found everyone at Municode to be extremely nelpful, triendly, and very patient. Time is always taken to assist me. It's been a pleasure working with Municode." - Ms. Eckles, Stafford County, VA

**Customers.** We are the nation's largest, most advanced and most experienced codifier of local government codes of ordinances because of you! Our company was founded in March of 1951 and has published more than 4,200 Codes for local governments. We currently provide services to over 3,755 clients across the entire United States and host over 3,160 municipal codes on MunicodeNEXT.

**Experience.** With more than 64 years of experience, we have fine-tuned our operations to offer the most efficient and affordable codification and publishing services available. We work hard to maintain the high level of service that our clients deserve.

Facilities. Our facility in Tallahassee, Florida includes four buildings, totaling 56,000 square feet, employing over 190 employees, including 10 attorneys, 35 legal editors and 20 legal proofreaders. We have regional offices located in Loveland and Fort Collins, Colorado; Stillwater, Minnesota; Raleigh, North Carolina; Fort Worth, Dallas and Edinburg, Texas; Charlottesville, Virginia; Long Beach, California; Chicago, Illinois; Idaho; and Indiana.

Customer Service Team. Our customer service team is led by Dale Barstow, former President of the Municipal Clerks Education Foundation. His team of 15 customer service representatives is committed to making your life easier by providing you with the support you need in a professional and timely manner.

**Code Team.** Our code team is led by Rick Grant, former Judge Advocate General of the Navy. His team of attorneys, legal editors and legal proofreaders are the most experienced in the industry. Their goal is to work with you and your team to ensure that your code is legally sound, complete and presented in a way that makes the lives of your staff and your citizens better.

**Supplement Team.** Our supplement team is led by Dennis Sinnett, a 30 year Navy Veteran. His team of 55 legal editors, legal proofreaders, production support staff, and indexers are highly trained professionals. Their goal is to work with you to ensure that your code is legally accurate, updated in a timely manner and posted on the nation's most advanced online platform – MunicodeNEXT. Our supplement team believes in "value added editing." This approach ensures that your code is maintained according to the highest legal and editorial standards in the nation.

**Information Technology Team.** Our IT team is led by Phillip Claiborne. His team of developers works daily to ensure that our MunicodeNEXT platform leads the industry. Their goal is to listen to your needs in order to build technology that makes your online code more accessible, powerful, transparent and intuitive.

**Finance Team.** Our Finance team is led by Michelle Eagen. Her team of finance professionals are dedicated to you. They are here to answer questions and provide you with the information you need for budgeting, payments and planning.

**Direct Line.** Our team of professionals are here for you and is trained to answer any questions you may have. In addition to our amazing team, you will always have a direct line to the top via our Chairman/CEO, Lawton Langford (son of founder), or me, Eric Grant, President. We are available by phone or email at <a href="LawtonL@municode.com">LawtonL@municode.com</a> and <a href="mailto:eric@municode.com">eric@municode.com</a>, should you ever need our assistance.

#### Resumes

<u>Lawton Langford</u>, Esq., Chairman & CEO. Lawton attended Vanderbilt University with a double major in Economics and Business Administration. His post-graduate degrees are a Juris Doctor from the FSU College of Law and a Masters of Business Administration from the FSU College of Business. Lawton is a member of the Florida Bar.

Eric Grant, Esq., President. B.S., U.S. Naval Academy; M.A., Georgetown University; J.D., University of Virginia School of Law. Member of the Florida Bar. Eric served as a Tank Platoon Commander in the United States Marine Corps. As a Marine, Eric served both stateside and abroad. Eric and his unit were deployed during Operation Enduring Freedom shortly after September 11, 2001. While serving as a United States Marine, Eric served in Virginia, Kentucky, California and abroad as a member of the 15th Marine Expeditionary Unit.

#### Legal:

H. E. "Rick" Grant, Esq., Executive Vice President and COO. B.S., U. S. Naval Academy; J.D., Florida State University. Rick is a former naval aviator and Navy attorney (JAG Corps) who retired as the Navy's senior attorney, the Judge Advocate General of the Navy. He has been with Municode for 18 years as the C.O.O. and has headed the Code Department for the last 4 years. He has overall supervision of the legal work of all code projects. He assigns the Municode attorney, and ensures that the final product is up to Municode's demanding standards.

Alyce A. Whitson, B.A., University of South Florida; J.D., University of Florida. Alyce is a long time member of the Florida Bar with more than 43 years of experience in state and local government law having served as a legal analyst for the Legislature of the State of Florida and attorney for the City of West Palm Beach, Florida and the Florida League of Cities before joining Municode. She has completed countless local government codes and other legal projects throughout the United States.

William J. Carroll Jr., Esq., B.S., Penn State University; J.D., Florida State University; more than 41 years of experience in local government law; Member of Florida Bar. Bill has completed hundreds of codes and legal projects throughout the United States including codes in Arkansas, Colorado, Florida, Indiana, Illinois, Kansas, Kentucky, Louisiana, Maine, Michigan, Missouri, Montana, Nevada, New Jersey, New Mexico, Pennsylvania, South Dakota, Tennessee, Texas, Virginia and Wyoming.

Roger D. Merriam, Esq., B.A., Mercer University; J.D., Emory University; more than 39 years of experience in local government law; Member of Florida Bar. Roger has reviewed Codes in all 50 states and completed Codes in multiple states including Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Massachusetts, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Rhode Island, South Dakota, South Carolina, Tennessee, Texas, Virginia, West Virginia and Wisconsin.

<u>Daniel F. Walker, Esq.</u>, B.S., Florida Southern College; J.D., Georgia State University College of Law. 8 years of private practice; 15 years of experience in local government law. Active member of Florida and South Carolina Bars, also admitted to practice before the Supreme Court of the United States and the U.S. Court of Appeals for the Armed Forces. Dan has completed code projects in South Carolina, North Carolina, Virginia, Texas, Louisiana, Mississippi, Alabama, Georgia, West Virginia, Illinois, and New Mexico.

Jim Jenkins, Esq., B.A., Eckerd College; J.D., University of Maryland School of Law; Former Appellate Attorney and Trial Prosecutor for the Kings County District Attorney's Office, Brooklyn, New York; 19 years of experience in complex legal research and litigation; 8 years of experience in local government law. Jim has completed Codes in Alabama, California, Georgia, Louisiana, Maryland, New Hampshire, South Carolina, Texas, Utah, Washington and Wisconsin.

Sandra S. Fox, Esq., B.A. (Summa Cum Laude) Florida State University; J.D. (Magna Cum Laude), Florida State University; 13 years of experience in legal research and writing; 10 years of experience in local government law. Sandra has completed over 200 codes and various other legal projects in Alaska, Alabama, Florida, Georgia, Illinois, Kansas, Maine, Michigan, Minnesota, Montana, Oklahoma, Missouri, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, and Wisconsin.

Julie E. Lovelace, Esq., B.A., University of North Carolina - Chapel Hill; J.D., Samford University Cumberland School of Law; 25 years of experience in local government law (11 years as Senior Assistant County Attorney for Leon County, Florida, 14 years in private practice); member of the Florida Bar. Also admitted to practice before the U.S. Court of Appeals for the Eleventh Circuit, U.S. District Court for the Middle District of Florida and U.S. District Court for the Northern District of Florida.

Mary Margaret Bielby, Esq., B.A. (cum laude), Florida State University; Masters Certificate in Project Management, Florida State University; J.D., Samford University Cumberland School of Law. Experience in local government law and civil and criminal law at the federal level.

William "Bill" Sweeney, Esq., B.S., University of Montana; J.D., University of Montana; LLM (Criminal Law), The Army Judge Advocate General School; M.A. (National Security and Strategic Studies), Naval War College. Former Navy Attorney for 21 years, retiring as Captain. Bill also has 7 years of experience in local government law, 3 as Assistant County Attorney. Member of Montana Bar. Also admitted to practice before U.S. District Court of Montana and U.S. Court of Appeals of Armed Forces.

#### Project Coordinators/Customer Service:

<u>Dale Barstow</u>, Vice President of Sales & Pilot of Municode's Corporate Airplane. Graduate from Embry-Riddle Aeronautical University; Honorary Town Clerk in 5 States; former Municipal Clerks Education Foundation President of 14 years; Dale has over 40 years of experience in client sales. Dale meets with our customers to ensure face to face communication and coordination.

<u>Steffanie W. Rasmussen</u>, Assistant Vice President of Sales. M.S., Industrial & Organizational Psychology, Kansas State University; B.S., Business Psychology, Florida State University; Certificate in Performance Management, Florida State University. She is communication, efficiency and customer service driven.

<u>Scott Horton</u>, Regional Sales Representative. B.A. Business Management / Human Resources North Carolina State University, Raleigh, North Carolina. Scott has worked with both state and local governments for over 10 years and he has over 8 years of professional municipal sales experience. He is a North Carolina native and is our Regional Sales Representative for North Carolina, South Carolina, Virginia, Tennessee, West Virginia, Maryland, Delaware, and Kentucky.

#### **Editorial Staff:**

<u>Dennis J. Sinnett</u>, Vice President of Supplements. B.S., United States Naval Academy; M.A.S., Embry-Riddle Aeronautical University. A former Naval aviator with over 30 years of leadership experience, he is the supervisor of the Supplement Department.

#### Information Technology:

<u>Phillip Claiborne</u>, Chief Information Officer. B.S., Management Information Systems, Florida State University; M.B.A., University of Florida; CompTIA Certified A+, Net+, Security+, Microsoft Certified Systems Administrator. Phil has over 13 years of extensive experience supporting, designing and administering corporate network environments.

<u>Elliot Haworth</u>, Senior Web Application Developer. B.A., Computer Science, Mercer University. Elliot has over 11 years' experience developing desktop and web applications. Relevant areas of expertise include the .Net MVC Framework, client-side MVC/MVVM frameworks such as backbone and angular and restful API development.

<u>Philip Holly</u>, Senior Web Application Developer. B.S., Computer Science, Georgia Tech. Philip has over 8 years of experience architecting and building enterprise web applications.

<u>George Powell</u>, IT Director. B.S., Management, Park University; Microsoft Certified Systems Engineer, VMWare VCP 4.0. 18 years of extensive experience supporting, designing and administering corporate computing environments.

## What Our Clients Say about Partnering with Us

"We were not only impressed with the services and products provided by Municode but the speed in which it all took place. Our Legislative Body and Administration were pleased with the new code books and the pricing we received. Thank you for producing this great product with such professionalism. We look forward to our continued relationship with Municode."

"We certainly couldn't have done it without your team. MCC is a very customer oriented company."

"I find everyone at Municode delightfully friendly and helpful. You are all very professional, It's apparent that you all care a great deal about good customer service. That is wonderfully refreshing as it is so hard to find anymore."

"I am extremely satisfied with Municipal Codes Corporation's performance and customer assistance. Not many companies provide such excellent services."

"You have personally demonstrated excellent service, diligence and concern for the integrity of our code and the integrity of the product your company produces. Please know your efforts are very much appreciated!"

"We appreciate the superior customer service you have provided. I can't tell you how nice it is to have people that will work with you."

"You are true professionals and great to work with!"

"Thank you for the tremendous job that you do for us. You always make me look good as the Clerk and I truly appreciate your services."

"WONDERFUL!!! Thanks for making my life easier, I really appreciate all that you do!"

"Your diligence, care, command over the process and attention to details have been exceptional. Moreover, what also helps set you apart from most of those in your line of work is that, you are readily accessible and exceedingly responsive. I hope that my clients are as pleased with me as I am with you."

"I really enjoy working with you! Your responsiveness and enthusiasm are greatly appreciated!!"



## Town of Smithfield Town Council Action Form

<u>Item:</u> Contract Renewal Consideration with Grid One Solutions, to Perform the Town of Smithfield utility Meter Reading Services Beginning July 1, 2016.

<u>Date of Meeting:</u> July 12, 2016 <u>Date Prepared:</u> June 23, 2016

<u>Staff Work By:</u> Greg Siler, Finance Director <u>Presentation:</u> Consent Agenda

Background: The Town of Smithfield began using Grid One Solutions (formerly Utility Meter Services, Inc.) to collect and record monthly utility meter readings in June, 2010. The initial agreement was for \$1.13 per read with a predetermined increase to \$1.25 in July, 2011 and \$1.28 in July, 2012. The predetermined rate increase was based solely on rising fuel cost. See complete rate history below:

#### GRID ONE SOLUTIONS Pricing History

Fiscal Year	Charge Per Read	Percentage Change
2011	1.13	
2012	1.25	10.62%
2013	1.28	2.40%
2014	1.28	0.00%
2015	1.33	3.91%
2016	1.37	3.01%
2017	1.37	0.00%

The renewal contract proposes no change in the rate over last fiscal year's rate of \$1.37/per read. While the agreement is for a 12 month period it can be cancelled at any time with a sixty (60) day written notice.

Grid One performs some 10,100 reads per month for the town for an average monthly cost of \$13,837.

**<u>Action Requested</u>**: Approve as Presented

#### **AGREEMENT**

#### Meter Reading Services

THIS AGREEMENT is dated as of the 1st day of July in the year 2016, by and between The City of Smithfield (hereinafter called OWNER), and Grid One Solutions, Inc., (hereinafter called CONTRACTOR).

WITNESSETH: OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

<u>Term:</u> This Agreement covers meter reading "only" subject to earlier termination as hereinafter provided; the term of this agreement shall commence on July 1, 2016 and continue until June 30, 2017. This contract may be terminated upon sixty (60) days written notice by either party to the other. In addition, this agreement is subject to immediate cancellation upon written notice, by either party in the event that other party fails to perform according to the terms and conditions specified herein.

<u>Compensation:</u> The Contractor shall be paid at the agreed upon unit rates set forth in the Payment Schedule. The Contractor shall invoice the Owner for services completed and the Owner shall pay the Contractor with net 30 day terms.

#### Meter Reading:

- (1) Contract meter readers will record the water and electric meter readings of each assigned City of Smithfield customer on a monthly basis. Individual monthly readings will be taken on or about the same date each month. The monthly meter-reading schedule may vary because of holidays and weekends. A reasonable meter-reading schedule will be set and maintained by Owner and adhered to by Contractor to ensure that all meters are read in a timely manner consistent with the Owner's current billing cycles.
- (2) Contract meter-readers must maintain a 99% meter reading accuracy each month, excluding unreadable meters, which must be reported promptly to Owner.
- (3) Owner will not compensate Contractor for any readings found to have been "curb read" by employees of the Contractor. The Contractor shall follow all disciplinary actions as per the Grid One Solutions employee handbook.

<u>Confidentiality:</u> Contractor shall take all necessary actions to safeguard the confidentiality of all information of the Owner and its customers gathered and/or received by Owner, its employees or agents.

<u>Identification</u>, <u>Equipment and Appearance</u>: Contractor shall furnish its employees identification cards which will be carried by its employees at all times while performing the services required by this Agreement, Uniforms, if provided by Contractor, or clothing worn by employees of Contractor, must be maintained in neat and clean

conditions at all times. Worn, torn, or soiled clothing shall not be worn while performing the responsibilities of this Agreement. Contractor shall be required to furnish all other equipment used in performing the work required by this Agreement except for the handheld meter reading equipment referred to herein which is to be supplied by the Owner. Contractor vehicles shall be well marked and identified with company insignia or name designating the vehicles property of the Contractor. Owner's approval is required for any changes to clothing and equipment used by Contractor under this Agreement

<u>Independent Contractors</u>: The Owner and the Contractor acknowledge that the relationship created under this Contract is that of independent contracting parties and this Contract does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties,. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

Hand-Held Meter Reading Equipment: Owner will provide automated hand-held meter reading equipment to be used to gather and store meter readings which automatically will be down-loaded onto Owner's billing system. Contractor will be responsible for all training of its employees required to use said meter-reading equipment. Contractor agrees to use said equipment with care and in as set out in manufacturer's suggested guidelines for use and care. Contractor shall replace any damaged (outside normal wear and tear) or lost Owner-provided equipment with the same or equal compatible equipment, subject to approval by the Owner.

Office Space and Parking: Owner agrees to provide secure parking and office space for contractor employees.

<u>Damage to Property:</u> Any injury or damage to property caused by the Contractor, its employees or agents while working under this Agreement shall be the responsibility of the Contractor. Contractor shall obtain written release from such injured person (s) and/or the owner(s) of such damaged property, fully releasing the Owner from liability.

Insurance: The Contractor shall maintain insurance throughout the term of this Agreement as follows:

- Workers Compensation and Employer's Liability Insurance, as required by law, covering all of Contractor's employees who perform work under this Agreement, and
- General Liability Insurance covering all operations under this Agreement with limits of:
  - 1. Bodily injury or death of not less than \$2 million for each occurrence, and
  - 2. Property damage of not less than \$2 million for each occurrence, and
  - 3. \$2 million aggregate for accidents
- Automobile Liability Insurance on all vehicles used for work under this Agreement whether owned, not owned, leased or otherwise used in connection with this Agreement with limits of
  - 1. At least \$2 million per occurrence single limit coverage.

All insurance policies referred to herein must list the Owner as a Certificate Holder and must provide that coverage shall not be cancelled or materially altered except upon thirty (30) days notice to the Owner. Copies of insurance certificates showing these insurance requirements shall be provided to the Owner at any time during the term of this agreement.

#### Indemnification:

- a) To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless, the Owner, its officers, employees, and officials from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) and losses, damage, to or destruction of the Owner's property or the property of any other person or entity (including but limited to Contractor's property) arising out of the Contractor's intentional or negligent acts or failure to act in connection with the performance of this Agreement, and work authorized pursuant to this Agreement, or the materials or equipment supplied or services performed by Contractor, its subcontractors, and supplies of any work performed in any way connected to this Agreement.
- b) To the maximum extent allowed by law, Contractor shall defend indemnify and hold harmless the Owner and its officers, employees, and officials, from all liens and claims filed or asserted against the Owner, its officers, employees and officials, and property of the Owner, its officer, employees and officials, for services performed or materials or equipment furnished by Contractor, its subcontractors, its suppliers pursuant to any work performed under this Agreement, and from all losses, demands and causes of action arising out of any such lien or claim. Contractor shall promptly discharge or remove any such lien or claim bonding, payment or otherwise and shall notify the Owner promptly when it has done so. If Contractor does not cause such lien or claim to be discharged or released by payment or bonding or otherwise, Owner shall have the right (but not be obligated) to pay all sums necessary to obtain such discharge or release and Contractor will immediately pay Owner full costs incurred in such discharge or release, or Owner may at its discretion, deduct such amounts from payments due Contractor.

Compliance with laws: Contractor agrees to comply with all applicable laws and shall not violate, or allow to be violated, any laws, including, but not limited to, Federal Wage and Hour Laws and regulations, Federal O.S.H.A. Laws and regulations, Internal Revenue Service Laws and regulations, Citizenship Laws and regulations. Contractor will not discriminate against any employee or applicant for employment based on age, race, color, religion, handicap, sex or national origin or any other base which violates any applicable law or regulation. Contractor shall perform any background checks, substance abuse and other testing as required by its Company policies.

<u>Notices:</u> Any notice required to be sent under the provisions of this Agreement shall be deemed to have been properly sent when mailed by registered mail or certified United States Mail, return receipt requested, postage prepaid, to the following addresses:

CONTRACTOR:

OWNER:

Grid One Solutions, Inc.

City of Smithfield

<u>Successors and Assigns.</u> This agreement shall be binding upon and shall inure to the respective successors and assigns of the parties hereto. The agreements and undertakings on the part of the parties hereto shall be deemed covenants running with the respective ownerships of the water works systems of both the Owner and the Contractor, and shall inure to the benefit of and shall be binding upon the respective successors in ownership of such water works systems.

<u>Governing Law.</u> The validity of this Agreement and any of its items, or provisions as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of North Carolina.

Amendments. This Agreement may only be amended by the mutual consent of the parties in writing.

<u>Severability.</u> In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and has caused its seal to be hereunto affixed and attested by its respective officers, who have been hereunto duly authorized to execute this Agreement this 1st day of July 2016.

	City of Smithfield
	Ву:
ATTEST:	Its:
	Grid One Solutions, Inc.
	Ву:
ATTEST:	Its:

#### PAYMENT SCHEDULE

Compensation for Services Unit Rate per meter: \$1,37

#### Fuel Clause:

A fuel adjustment will be used to adjust billing rates (up or down) to account for changing fuel prices. A Base Index Price for fuels will be established upon the effective date of contract. The Base Index Price is pegged at the prices published by AAA Auto Club, Gas Prices, Fuel Gauge Report, Self-Serve Unleaded Average Prices in Raleigh, NC. Found on the web at:

http://www.fuelgaugereport.aaa.com/

The Average Price for self-service unleaded regular in Raleigh, NC as reported by the AAA Monthly Fuel Gauge Report for June 22, 2016 was \$2.25. This price will be used as the base price for the duration of the contract.

For each month of the year, commencing August 2016, during the contract term and on or about the 15<sup>th</sup> day of each month the AAA Monthly Fuel Gauge Report will be monitored for price increase.

Please see the below chart for rates if the fuel price should increase beyond \$2.25 per gallon. In the event fuel prices escalate beyond \$4.63 per gallon, further negotiation would be required.

Fuel Price per Gallon	Unit Price
\$2.25	\$1.37
\$2.93	\$1,375
\$3.30	\$1.380
\$3.63	\$1.385
\$4.00	\$1.39
\$4.30	\$1.395
\$4.63	\$1.40

# Town of Smithfield Town Council Action Form

# <u>Consent Item: Consideration for Renewal of the Lawn Care</u> <u>Maintenance Agreement for Parks and Recreation</u>

Date of Meeting: July 12, 2016

#### Consent Agenda:

Section III –Term of the Agreement between the Town of Smithfield and Lane Lawn Care states that the agreement is in effect from July 1, 2016 – June 30, 2017 and is renewable for 2 years on an annual basis. Funds for these services were budgeted in the FY 2016-2017 adopted budget. Lane Lawn Care has not increased its rates.

Attached hereto is an amended agreement whereby only the dates of service have been changed.

### **Action Requested**

Approval of an agreement renewal with Lane Lawn Care for landscape services for the Parks and Recreation Department.



State of North Carolina

County of Johnston County

This agreement made and entered into this 1<sup>st</sup> day of July, 2016, by and between the Town of Smithfield (hereinafter "Smithfield" or "Town") and Lane Lawn Care, Inc. (hereinafter "Lane Lawn Care").

#### I. **DUTIES**

For and in consideration of the covenants and agreements of Lane Lawn Care as contained herein, SMITHFIELD, hereby covenants and agrees with Lane Lawn Care as follows:

SMITHFIELD agrees to pay Lane Lawn Care for Ground Maintenance Services in Town as specified below or as otherwise added hereto by mutual agreement \$ 1,102.50 per month for Group I for 7 months, \$4,100 per month for Group II for 7 months, and \$1,600 per month for Group III for 7 months for a one-year term, beginning the 1st day of July, 2015. Each Facility/Area will be services as set forth below in a reasonable manner and subject to the general standards of commercial landscaping in this area, and conducted during reasonable business times in such a manner as to not interfere with any parks and recreation activities of the Town.

The obligation is to keep facilities/areas mowed, clear, clean and presentable at all times. In the event of an emergency, Lane Lawn Care is required to have a representative address the said emergency within the same day of the call between the hours of 8:00 am -5:00 pm. Lane Lawn Care will be required to complete specifications for services at each facility/area according to the included specifications that are outlined in this agreement.

Payment for services by the Town to Lane Lawn Care will be made following at least monthly billing within 30 days unless a charge or bill disputed in which case the non-disputed portion will be paid within 30 days.

Any additional duties or additional work to be performed by Lane Lawn Care shall be in writing and signed by both parties.

#### II. SPECIFICATIONS

The specifications as set forth below shall be followed for each facility/area:

#### Group 1

# Facilities: Burlington Park, Johnson Park, Buffalo Creek Greenway, Greytown Park, & Jones Property

Turfgrass areas shall be maintained (mowed and trimmed) at a height of not more than two inches and shall be cut not less than once every 10 days from April 1 through November 1 of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted, if approved by owner/Contract Administrator.

The shrubbery shall be pruned to maintain an acceptable size and shape not less than twice from May 15-June 15 and August 1-August 30. Prior to pruning operations the contractor shall meet with the Contract Administrator/owner to schedule appropriate time.

Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable. Playground areas must be free of weeds by spraying, pulling weeds, etc.

Litter shall be removed at each location as necessary prior to any mowing operation and as necessary during the interval between each mowing. In addition, tree limbs, branches, etc. must be removed from area and fence lines must be kept free of debris.

Any and all debris left on sidewalks, parking lots, streets, or other surfaces from maintenance operations shall be removed prior to the end of each workday.

Insecticides shall be applied so as to control insect infestation and minimize damage to shrubs as needed, or as requested by the Contract Administrator. Keep playgrounds free of insects/ants, etc.

Curb & sidewalks must be edged at every other cutting.

#### Group II

<u>Facilities: Talton Park, Smith Collins Park, Eva Ennis Municipal Pool, Broadwell Park, Civitan Baseball Park (except playing field) and Jaycee Kiddie Park to Boat Ramp.</u>

Turfgrass areas shall be maintained (mowed and trimmed) at a height of not more than two inches and shall be cut not less than once every 7 days from April 1 through November 1 of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted, if approved by owner/Contract Administrator.

The shrubbery shall be pruned to maintain an acceptable size and shape not less than once from May 15 through June 15 and August 1 – August 30. Prior to pruning operations the contractor shall meet with the owner/Contract Administrator.

Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable. Playground areas must be free of weeds by spraying, pulling weeds, etc.

Litter shall be removed at each location as necessary prior to any mowing operation and as necessary during the interval between each mowing. In addition, tree limbs, branches, etc. must be removed from area and fence lines must be kept free of debris.

Any and all debris left on sidewalks, parking lots, streets, or other surfaces from maintenance operations shall be removed prior to the end of each workday.

Insecticides shall be applied so as to control insect infestation and minimize damage to shrubs as needed, or as requested by the Contract Administrator. Keep playgrounds free of insects/ants, etc.

Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable.

Curb & sidewalks must be edged at every other cutting.

#### Group III

#### Facilities: Smithfield Community Park

Turfgrass areas shall be maintained (mowed and trimmed) at a height of not more than two inches and shall be cut not less than once every 7 days from April 1 through November 1 of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted, if approved by owner/Contract Administrator. This excludes playing fields.

Maintain shrubbery at acceptable size and shape not less than twice from May 15 – June 15 and August 1 – August 30. Prior to pruning operations the contractor must meet with owner/Contract Administrator.

Any and all debris left on sidewalks, parking lots or other surfaces from maintenance operations shall be removed prior to the end of each work day.

If gutters or sidewalks are present they must be edged twice per month.

All plant beds are expected to be kept weed-free by herbicides, pulling, etc.

The scope of this work does not include the SRAC parking lot.

#### III. TERM

SMITHFIELD and Lane Lawn Care further covenant and agree that this agreement will be in effect from July 1, 2016 through June 30, 2017. This Agreement is renewable for two (2) additional years on an annual basis of agreed to by both parties on annual basis.

#### IV. OTHER REQUIREMENTS

Lane Lawn Care agrees to maintain comprehensive liability and insurance in an amount no less than \$500,000 for all activities it conducts on the premises of for the Town under this agreement or as otherwise performed by its employees while on Town property or while servicing the Town. Evidence of such coverage shall be provided to the Town upon request. Lane Lawn Care further warrants that it meets all workers compensation requirements set forth by the laws of North Carolina and agrees to hold harmless the Town in the case of any claim made against the Town by one of its employees while working under this agreement while at a town facility in in any capacity.

Lane Lawn Care fully acknowledges that it is an independent contractor hired for specific services by the Town and Lane Lawn Care is responsible for its own hired employees for all payment, wages, salary, income taxes and related charges and that the Town is not responsible for any of these costs or charges in any manner whatsoever. Lane Lawn Care will hold the Town harmless for any such charges or claims made against it by employees or other parties related to Lane Lawn Cares' employees or services.

Lane Lawn Care is required to comply with, and agrees to comply with, the current E-Verify requirements for contractors and its sub-contractors working with local governments as set forth in NCGS Chapter 64 Article 2.

#### V. MISCELLANEOUS

- A. Clause Control. Due to the volume of vender and independent contractor agreements submitted to the Town of Smithfield that would be too time consuming to redraft, this Miscellaneous paragraph (subparagraphs a-n)is being inserted in Town Contracts and the provisions of this Miscellaneous paragraph will control over all other provisions of the contract.
- B. Merger and Modification. This instrument constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. All negotiations, correspondence and memorandums passed between the parties hereto are merged herein and this agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.
- C. Waiver. No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.
- D. Caption and Words. The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this instrument. All words and phrases in this instrument shall be construed to include the singular and

- plural number, and the masculine, feminine or neuter gender, as the context requires.
- E. Binding Effect. This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- F. North Carolina Law. This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.
- G. Forum Selection. In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.
- H. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortuous conduct (including negligence) or any other legal theory.
- I. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- J. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- K. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- L. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.
- M. Contract Termination. The Town or Lane Lawn Care may terminate this contract without cause on 30 days' notice.
- N. Pre-Audit Certification. This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.
- O. Notice. All notices, demands or writings in this Contract provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed as follows:

To Town of Smithfield:

Town of Smithfield Attn: Town Manager 350 East Market Street

PO Box 761

Smithfield, NC 27577

To Lane Lawn Care:

Mark Lane

DBA – Lane Lawn Care 2080 Yelverton Grove Road Smithfield, NC 27576

The address to which any notice, demand or writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

In Witness Whereof, the parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year above written.

By: Town of Smithfield, NC	By: Lane Lawn Care, Inc.
Title: Town Manager	Title: Owner
Name: Michael L. Scott (Print)	Name: Mark Lane (Print)
Sign:	Sign:
Approved as to Form:	
Town Attorney, Robert Spence, Esq.	
This instrument has been pre-audited in the Government Budget and Fiscal Control Act.	
Greg Siler Finance Director	

#### **Shannan Williams**

From:

Michael Scott

Sent:

Tuesday, June 28, 2016 4:51 PM

To:

Shannan Williams

Subject:

FW: Lane Lawn Care

----Original Message----

From: Mark Lane [mailto:markfd12@aol.com]

Sent: Tuesday, June 28, 2016 4:39 PM

To: Gary Johnson Cc: Michael Scott

Subject: Lane Lawn Care

Gary, this email is to advise you I am not seeking any increase in the grounds maintenance contract I have with Smithfield Parks and Recreation. I strive to keep my prices as low as possible for the Town of Smithfield since I am a local contractor, don't have extra travel costs and I care about the town. I am proud to say I have never asked for any increase in a Town of Smithfield contract since I began work years back. Please call or email if you need anything.

Mark Lane Lane Lawn Care Smithfield NC 919-669-3615

Sent from my iPad

## Town of Smithfield Town Council Action Form

## <u>Consent Item: Consideration for Renewal of the Lawn Care</u> <u>Maintenance Agreement for Public Works and the Water Plant</u>

Date of Meeting: July 12, 2016

#### Consent Agenda:

Section III –Term of the Agreement between the Town of Smithfield and Lane Lawn Care states that the agreement is in effect from July 1, 2016 – June 30, 2017 and is renewable for 2 years on an annual basis. Funds for these services were budgeted in the FY 2016-2017 adopted budget. Lane Lawn Care has not increased its rates.

Attached hereto is an amended agreement whereby only the dates of service have been changed and the maintenance of the I-95 exits.

#### **Action Requested**

Approval of an agreement renewal with Lane Lawn Care for landscape services for the Public Works and the Water Plant.



State of North Carolina

County of Johnston County

This agreement made and entered into this 1<sup>st</sup> day of July, 2016, by and between the Town of Smithfield (hereinafter "Smithfield" or "Town") and Lane Lawn Care, Inc. (hereinafter "Lane Lawn Care").

#### I. DUTIES

For and in consideration of the covenants and agreements of Lane Lawn Care as contained herein, SMITHFIELD, hereby covenants and agrees with Lane Lawn Care as follows:

SMITHFIELD agrees to pay Lane Lawn Care for Ground Maintenance Services in Town as specified below or as otherwise added hereto by mutual agreement \$831.25 per month for Group I for 12 months, \$1,343.75 per month for Group II for 12 months, and \$1,000.00 per month for Group III for 12 months for a one-year term, beginning the 1st day of July, 2016. Each area will be services as set forth below in a reasonable manner and subject to the general standards of commercial landscaping in this area, and conducted during reasonable business times in such a manner as to not interfere with activities of the Town.

The obligation is to keep facilities/areas mowed, clear, clean and presentable at all times. In the event of an emergency, Lane Lawn Care is required to have a representative address the said emergency within the same day of the call between the hours of 8:00 am – 5:00 pm. Lane Lawn Care will be required to complete specifications for services at each facility/area according to the included specifications that are outlined in this agreement.

Payment for services by the Town to Lane Lawn Care will be made following at least monthly billing within 30 days unless a charge or bill disputed in which case the non-disputed portion will be paid within 30 days.

Any additional duties or additional work to be performed by Lane Lawn Care shall be in writing and signed by both parties.

#### II. SPECIFICATIONS

The specifications as set forth below shall be followed for each facility/area:

#### Group 1

#### Water Plant, Reservoir, 2 Water Tanks

Turfgrass areas shall be maintained (mowed and trimmed) at a height of not more than two inches and shall be cut not less than once every 14 days from April 1 through November 1 of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted.

The shrubbery shall be pruned to maintain an acceptable size and shape not less than once from April 1 to August 15 of the growing season, and not less than once during the dormant season. Prior to pruning operations the contractor shall meet with the Contract Administrator. Shrubbery shall be fertilized not less than once every year at a rate not less than 10 lbs. /1000 square feet utilizing a fertilizer with a ratio rating of 10-10-10.

Mulch shall be applied to all shrub bed areas not less than once in a twelve-month period. Mulch depth shall not exceed five inches at any one time. The mulch material applied shall match the material in place at a given location at the time of the activation of this contract.

Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable.

Litter shall be removed at each location as necessary prior to any mowing operation and as necessary during the interval between each mowing.

Any and all debris left on sidewalks, parking lots, streets, or other surfaces from maintenance operations shall be removed prior to the end of each workday.

Insecticides shall be applied so as to control insect infestation and minimize damage to shrubs as needed, or as requested by the Contract Administrator.

#### Group II

#### Right-of-Ways

- 1.) Railroad Underpass, on Hwy 70 Business, between Futrell Way and Ninth Street
- 2.) Hwy 70 Business from the Neuse River Bridge to the western Town Limit, median and sides
- 3.) Traffic Islands at Hwy 301 and Third Street
- 4.) Martin Luther King Jr. Blvd., from Johnston Tech Road and Furlong Drive
- 5.) Market Street, from Hwy 301 to the Neuse River Bridge

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Insecticides shall be applied so as to control insect infestation and minimize damage to shrubs as needed, or as requested by the Contract Administrator.

Mulch shall be applied to all shrub bed areas and trees not less than once in a twelvemonth period. Mulch depth shall not exceed five inches at any one time. The mulch material applied shall match the material in a place at a given location at the time of the activation of this contract.

Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable.

Litter shall be removed at each location as necessary prior to any mowing operation and as necessary during the intervals between each mowing.

Any and all debris left on sidewalks, parking lots, streets, or other surfaces from maintenance operations shall be removed prior to the end of each work day.

#### Group III I-95 Exits (Exit 93 and 95)

Turfgrass areas shall be maintained (mowed and trimmed) at a height of not more than two inches and shall be cut not less than once every 14 days from April 1 through November 1 of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted.

The shrubbery shall be pruned to maintain an acceptable size and shape not less than once from April 1 through August 15 of the growing season, and not less than once during the dormant season. Prior to pruning operations the contractor shall meet with the Contract Administrator. Shrubbery shall be fertilized not less than once each year at a rate not less than 10 lbs/1000 square feet utilizing a fertilizer with a ratio rating of 10-10-10.

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Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable.

Litter shall be removed at each location as necessary prior to any mowing operation and as necessary during the intervals between each mowing.

#### III. <u>TERM</u>

SMITHFIELD and Lane Lawn Care further covenant and agree that this agreement will be in effect from July 1, 2016 through June 30, 2017. This Agreement is renewable for two (2) additional years on an annual basis of agreed to by both parties on annual basis.

#### IV. OTHER REQUIREMENTS

Lane Lawn Care agrees to maintain comprehensive liability and insurance in an amount no less than \$500,000 for all activities it conducts on the premises of for the Town under this agreement or as otherwise performed by its employees while on Town property or while servicing the Town. Evidence of such coverage shall be provided to the Town upon request. Lane Lawn Care further warrants that it meets all workers compensation requirements set forth by the laws of North Carolina and agrees to hold harmless the Town in the case of any claim made against the Town by one of its employees while working under this agreement while at a town facility in in any capacity.

Lane Lawn Care fully acknowledges that it is an independent contractor hired for specific services by the Town and Lane Lawn Care is responsible for its own hired employees for all payment, wages, salary, income taxes and related charges and that the Town is not responsible for any of these costs or charges in any manner whatsoever. Lane Lawn Care will hold the Town harmless for any such charges or claims made against it by employees or other parties related to Lane Lawn Cares' employees or services.

Lane Lawn Care is required to comply with, and agrees to comply with, the current E-Verify requirements for contractors and its sub-contractors working with local governments as set forth in NCGS Chapter 64 Article 2.

#### V. MISCELLANEOUS

- A. Clause Control. Due to the volume of vender and independent contractor agreements submitted to the Town of Smithfield that would be too time consuming to redraft, this Miscellaneous paragraph (subparagraphs a-n)is being inserted in Town Contracts and the provisions of this Miscellaneous paragraph will control over all other provisions of the contract.
- B. Merger and Modification. This instrument constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. All negotiations, correspondence and memorandums passed between the parties hereto are merged herein and this agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.
- C. Waiver. No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.
- D. Caption and Words. The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this instrument. All

- words and phrases in this instrument shall be construed to include the singular and plural number, and the masculine, feminine or neuter gender, as the context requires.
- E. Binding Effect. This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- F. North Carolina Law. This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.
- G. Forum Selection. In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.
- H. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortuous conduct (including negligence) or any other legal theory.
- I. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- J. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- K. Authority. Any corporate party or business entities and its designated partners, ventures, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- L. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.
- M. Contract Termination. The Town or Lane Lawn Care may terminate this contract without cause on 30 days' notice.
- N. Pre-Audit Certification. This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.
- O. Notice. All notices, demands or writings in this Contract provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed as follows:

To Town of Smithfield:

Town of Smithfield Attn: Town Manager 350 East Market Street

PO Box 761

Smithfield, NC 27577

To Lane Lawn Care:

Mark Lane

DBA – Lane Lawn Care 2080 Yelverton Grove Road Smithfield, NC 27576

The address to which any notice, demand or writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

In Witness Whereof, the parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year above written.

Name: Mark Lane (Print)
(Print)
Sion:
,,,g.,,
equired by the NC Local



### Request for City Council Action

Consent Agenda Item: Fee Schedule Amendments Date: July/1/2016

Subject: Fee Schedule Amendments

**Department:** General Government **Presented by:** Mike Scott/ Ted Credle

Presentation: No

#### **Issue Statement**

During review and implementation of new water and electric rates approved on June 20, 2016, staff discovered three typographical errors in electric rates and three Excel errors in water rates. The water rate changes represent a decrease in approved rates. Several classifications/designations for Area Lighting were also added to better identify classifications/designations that are currently used.

#### **Financial Impact**

None

#### **Action Needed**

Approve recommended changes to be effective July 1, 2016

#### Recommendation

Staff recommends changes be approved effective July 1, 2016.

Approved: ☑ City Manager ☐ City Attorney

Attachments:

Amended Fee Schedule with changes highlighted accordingly.



Attached you will find the fee schedule for FY 2016-17, with amendments to three areas. These errors are in the Water Rates and Electric Rates and were caught before any changes were implemented. Because the new fees will not be realized in anyone's invoice until the August billing, the Council can amend the schedule at the July meeting, making it effective on July 1, 2016. The requested changes are highlighted in yellow in the attachment. They are as follows:

#### Page 12: Industrial/Institutional Customers/ Outside City Rate

• These rates were inadvertently copied from Residential/Irrigation. The changes in all three rates represent a decrease from what was approved on June 20<sup>th</sup>.

#### Page 13: Electric Rates/ Residential IIB

Decimal point was in the wrong place.

#### Page 14: Residential Time-Of-Use IIB

 Decimal point in wrong place in On-Peak rate. Decimal point added to Off-Peak rate.

#### Page 30: Rate Schedule for Area Lights

- B7 rate was replaced by B7U no change in rate
- C2 rate reduced from 21.80 to 18.23
- All other rates are new to the fee schedule but have been previously used for area lighting designations. By adding them to the fee schedule they will be formally approved.

# TOWN OF SMITHFIELD FY 2016-2017 EFFECTIVE JULY 1, 2016 DEPARTMENTAL FEES SCHEDULE

#### **Administrative Services**

#### **Miscellaneous Fees and Charges**

Fee for document reproduction(s)

to to document reproduction(s)	
Black & White 8.5 x 11 Copies	
Color 8.5x 11Copies	\$.15/per page
Black & White 8.5 x 14 Copies	\$.20/per page
Color 8.5 x 14 Copies	\$.25/per page
CD Copy	\$1.50
This fee is for the cost of the CD	
Reproduction of a video copy of any Town Council Meeting	\$2.00
T Services needed for compiling information relating to any public record reque	est \$14.00/per h
Flash Drives – Actual cost of the Flash Drive	
Any other electronic storage devices shall be charged the actual cost of the device	ee.
Cemetery Services	
Mausoleum Crypts	
Row D, Top	
Row C	
Row B	\$1800.00
Row A, Bottom	\$2000.00
Crypt Opening and Closing Services	\$700.00
Lot Sales: Sunset Memorial Park	
Single Grave	
Two Grave Lot	
Four Grave Lot	\$4000.00
Six Grave Lot	\$6000.00
Grave Opening and Closing Services	\$700.00
Burial under 36" in length (including cremations)	
THE PLANTS OF THE PARTY OF THE	
Lot Sales: Riverside Extension Cemetery	
Lot Sales: Riverside Extension Cemetery Single Grave Lot	\$1250.00
Single Grave Lot	\$1250.00 \$2500.00
Single Grave Lot Two Grave Lot	\$2500.00
Single Grave Lot  Two Grave Lot  Four Grave Lot	\$2500.00 \$5000.00
Single Grave Lot Two Grave Lot	\$2500.00 \$5000.00 \$7500.00

#### Public Works

Overgrown Lot Clearance	
First hour or fraction thereof	
Each additional quarter hour	
Contractor clearance	actual expense or \$100.00, whichever is greater
<u>Fire De</u>	partment Fees
Fire Inspections (all occupancies)	
Less than 50,000 sq. Ft	\$50.00
50,000 - 100,000 sq. Ft	\$100.00
More than 100,000 sq. Ft	\$200.00
First Re-Inspection	No Charge
Each subsequent re-inspection	\$25.00 ea.
Special Permits	
Special Events	
Underground Storage Tank Installation / Removal (pe	
Fireworks Sales	
Fireworks Public Display (permit & stand-by)	
Temporary Tent or Air Supported Structure permit	
Carnival or Circus Permit and Inspection (Pending Ci	ty Mgr/Council Approval)\$100.00
<u>Citations</u> Fire Lane Citation Fire Code Citation	
Mileage Reimbursement Rate (Federal)	Per Federal Rate Schedule
<u>Park</u>	s/Recreation
Late registration Fee	
Administration Fee for Participant Withdrawal W	<u>Vithout Cause</u> \$10.00
Adult Team Sports	Resident Nonresident
Softball	\$475.00\$522.50
Basketball	\$475.00\$522.50
	\$475.00\$522.50
Youth Team Sports (Boys and Girls) T-Ball	
Resident	\$30.00 per player
Nonresident	
	400.00 Po- 17
Baseball (9-18), Girls Softball, Coach Pitch, Socce	• •
Baseball (9-18), Girls Softball, Coach Pitch, Socce Resident	er, Volleyball
Resident	• •

Football, Basketball	
Resident	
Nonresident	\$88.00 per player
Kinder - Sports Programs	
Resident	\$20.00 per player
Nonresident	
Cheerleading	005.00
Resident	
140iff esidelit	\$33.00
Group Tennis Lessons	
Adult Resident	\$25.00
Adult Nonresident	\$55.00
Youth Resident	\$20.00
Youth Nonresident	\$44.00
Athletic Camps (Offered through P&R by individuals & Orga	anizations) 10% of gross
	,
Athletic Field Rental (includes club teams, i.e. AAU, CASL	
Up to 2 hours (day hours) - Resident	
Up to 2 hours (day hours) - Nonresident	
Up to 2 hours (night hours) - Resident	
Up to 2 hours (night hours) - Nonresident	
2 - 4 hours - Resident (day hours)	
2 - 4 hours - Nonresident (day hours)	
2 - 4 hours - Resident (night hours)	
2 - 4 hours - Nonresident (night hours)	\$148.50
4 hours - All Day - Resident	\$150.00
	\$150.00
4 hours - All Day - Resident	\$150.00 \$220.00
4 hours - All Day - Resident	\$150.00 \$220.00 actices)
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4 hours - All Day - Resident	\$150.00 \$220.00 **ectices) \$150 /day/field or ½ of gate admission if charged
4 hours - All Day - Resident	\$150.00 \$220.00 setices)
4 hours - All Day - Resident	\$150.00 \$220.00 sctices)  \$150 /day/field or ½ of gate admission if charged  \$165 /day/field or ½ of gate admission if charged
4 hours - All Day - Resident	\$150.00 \$220.00  **Ctices)  \$150 /day/field  or ½ of gate admission if charged  \$165 /day/field  or ½ of gate admission if charged  **FUNDABLE*
4 hours - All Day - Resident	\$150.00 \$220.00  **Ctices)  \$150 /day/field  or ½ of gate admission if charged  \$165 /day/field  or ½ of gate admission if charged  **FUNDABLE*
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4 hours - All Day - Resident	\$150.00 \$220.00  ***ectices**
4 hours - All Day - Resident 4 hours - All Day - Nonresident * \$30.00 - \$50.00 Field Preparation Fee for games (not pro Tournaments Fee for Resident  * \$200.00 Deposit for Tournament Field Rental - NON-RE  Picnic Shelters (except Rotary Shelter) Up to 2 hours - Resident Up to 2 hours - Nonresident 2 - 4 hours - Resident 2 - 4 hours - Nonresident	\$150.00 \$220.00  ***etices**  \$150 /day/field or ½ of gate admission if charged  \$165 /day/field or ½ of gate admission if charged  **FUNDABLE**  (\$75.00 clean-up deposit required) \$25.00 \$55.00 \$50.00 \$110.00
4 hours - All Day - Resident	\$150.00 \$220.00  **Ctices)  \$150 /day/field or ½ of gate admission if charged  \$165 /day/field or ½ of gate admission if charged  **FUNDABLE*  (\$75.00 clean-up deposit required) \$25.00 \$55.00 \$50.00 \$110.00 \$80.00
4 hours - All Day - Resident 4 hours - All Day - Nonresident *\$30.00 - \$50.00 Field Preparation Fee for games (not pro Tournaments Fee for Resident  *\$200.00 Deposit for Tournament Field Rental - NON-RE  Picnic Shelters (except Rotary Shelter) Up to 2 hours - Resident Up to 2 hours - Nonresident 2 - 4 hours - Resident 2 - 4 hours - Nonresident 4 hours - All Day - Resident 4 hours - All Day - Nonresident	\$150.00 \$220.00 \$220.00 \$220.00 \$220.00 \$220.00 \$150 /day/field or ½ of gate admission if charged \$165 /day/field or ½ of gate admission if charged \$165 /day/field \$165 /day/
4 hours - All Day - Resident  4 hours - All Day - Nonresident  *\$30.00 - \$50.00 Field Preparation Fee for games (not pro Tournaments Fee for Resident  *\$200.00 Deposit for Tournament Field Rental - NON-RE  Picnic Shelters (except Rotary Shelter)  Up to 2 hours - Resident  Up to 2 hours - Nonresident  2 - 4 hours - Resident  2 - 4 hours - Nonresident  4 hours - All Day - Resident  4 hours - All Day - Resident  Rotary Picnic Pavilion (Large Shelter)	\$150.00 \$220.00 \$220.00 \$220.00 \$220.00 \$220.00 \$220.00 \$150 /day/field or ½ of gate admission if charged \$165 /day/field or ½ of gate admission if charged \$165 /day/field \$1
4 hours - All Day - Resident  * \$30.00 - \$50.00 Field Preparation Fee for games (not pro Tournaments Fee for Resident  * \$200.00 Deposit for Tournament Field Rental - NON-RE  Picnic Shelters (except Rotary Shelter) Up to 2 hours - Resident Up to 2 hours - Nonresident 2 - 4 hours - Resident 2 - 4 hours - Nonresident 4 hours - All Day - Resident 4 hours - All Day - Resident Rotary Picnic Pavilion (Large Shelter) Up to 2 hours:	\$150.00 \$220.00  ***actices**  \$150 /day/field or ½ of gate admission if charged  \$165 /day/field or ½ of gate admission if charged  **FUNDABLE**  (\$75.00 clean-up deposit required) \$25.00 \$55.00 \$50.00 \$110.00 \$80.00
4 hours - All Day - Resident  4 hours - All Day - Nonresident  *\$30.00 - \$50.00 Field Preparation Fee for games (not pra  Tournaments Fee for Resident  *\$200.00 Deposit for Tournament Field Rental - NON-RE  Picnic Shelters (except Rotary Shelter)  Up to 2 hours - Resident  Up to 2 hours - Nonresident  2 - 4 hours - Resident  4 hours - All Day - Resident  4 hours - All Day - Resident  Rotary Picnic Pavilion (Large Shelter)  Up to 2 hours: Entire Shelter	\$150.00 \$220.00  ***actices**  \$150 /day/field or ½ of gate admission if charged  \$165 /day/field or ½ of gate admission if charged  **FUNDABLE**  (\$75.00 clean-up deposit required) \$25.00 \$55.00 \$50.00 \$110.00 \$80.00

½ Shelter	
Resident	\$40.00
Nonresident	
Up to 4 hours:	
Entire Shelter	
Resident	\$90.00
Nonresident	\$198.00
½ Shelter	
Resident	\$60.00
Nonresident	
Up to 8 hours:	
Entire Shelter	
Resident	\$125.00
Nonresident	
Town Hall Park Use	
Up to 2 hours:	
Resident	\$25.00
Nonresident	•
Rental fee for 2-4 hours	
Resident	
Nonresident	\$77.00
Rental fee for 4-8 hours	
Resident	\$60.00
Nonresident	
Additional Rental Fee for each hour over 8 hours	\$25.00/hour

#### **Recreation & Aquatics Center**

Membership Rates are based on annual agreements.

Amenities Fee: \$9.00 Annual unlimited use of bath towels, sweat towels, shampoo, conditioner, body wash, lotions, hair dryers, etc. Fee billed on annual enrollment date, by draft or upon membership renewal.

Members receive discounts on services and programs.

Smithfield Residents are those persons living within the corporate limits of Smithfield.

Enrollment Fee:	\$35.00
Monthly Drafts/Annual Payment	10% Discount

	Smithfield Residents		Non-Resident Rates	
Membership	Community	Corporate	Community	Corporate
Type				
Individual	\$40.00 / \$432.00	\$35.00 / \$378.00	\$57.20/617.76	\$51.70/ \$558.36
Family (max 2)	\$50.00 / \$540.00	\$43.00 / \$464.40	\$68.20/ \$736.56	\$60.50/ \$653.40
Family (max 4)	\$60.00 / \$648.00	\$53.00 / \$572.40	\$79.20/ \$855.36	\$71.50/ 772.20
Senior (Ind)	\$27.00 / \$291.00	\$24.00 / \$259.20	\$42.90/\$463.32	\$39.60 / \$427.68
Senior (Fam)	\$37.00 / \$399.60	\$32.00 / \$345.60	\$53.90/ \$582.12	\$48.40/ \$522.72
Family add-on (per)	\$10.00 / \$120.00 (per)	\$10.00 / \$120.00 (per)	\$11.00/ 132.00 (per)	\$11.00/ 132.00 (per)

#### New rates apply upon renewal of contract

#### **Daily Admission**

Resident Nonresident	Free
Trong state to the state of the	
Youth 3 – 17	
Resident	\$4.00
Nonresident	\$7.70
Adult 18-58	
Resident	96.00
Nonresident	\$11.0
Seniors 59+	
Resident	\$4.00
Nonresident	\$7.70
	•
<u>unch Cards – 10 Visits</u>	
Resident	\$55.0
Nonresident	\$99.0

#### Johnston County School Employee Membership Rates

25% Discount off of residential corporate rate

10% discount if paid in full upfront

\$35.00 enrollment fee

\$9.00 annual amenities fee

#### Johnston Community College Student Membership Rates

9 month membership commitment from August 15 to May 15 (consistent with academic calendar) Must show current student ID/tuition info., etc.

\$25.00 per month/\$225.00 for the 9 month term

10% discount if paid in full upfront

\$35.00 enrollment fee

\$9.00 annual amenities fee

#### **Aquatics Program Fees**

Swim Lessons Base Lesson Rate is \$15.00/ per lesson Non-Resident Upcharge is 62% (current rate)		
3 Lessons Resident Non Resident		
5 Lessons Resident Non Resident		
Summer Swim Team Resident Nonresident		
Lane Rental		\$10.00 per lane/ per hour
Day Care Rental	\$5.00 per ch	aild for 1 1/2 hours in pool area
Swim Meet Rental	Resident	Nonresident
Swim Meet Rental Timing System per day	. \$500.00	
Pool Rental	<b></b> \$900.00	\$990.00 per day
SRAC Programs  Birthday Pool Parties  Resident	operating hours)	\$165.00/ 25 children\$75.00
Summer Camp (8:30 am – 4:30 pm)		
Resident		\$100 00/week
Nonresident		
	first child, if SRAC Men	
Early Drop Off/ Late Pick up		
Facility Rental Rates		
Trash Deposit(Refundable if trash is picked up and area		
Cancellation Policy(If cancellation is received prior to usage,		

Multi-Purpose (Monday - Thur	sday) Resident	<u>Nonresident</u>
Up to 2 hour	\$40.00	\$66.00
2-4 hours		
4 hours – Ail Day	-	

Gymnasium	Resident	Nonresident Nonresident
Up to 2 hours	\$250.00	\$330.00
2-4 hours	\$400.00	\$550.00
	\$600.00	
•		
½ Gymnasium_	Resident	Nonresident
½ Gymnasium Up to 2 hours		Nonresident \$220.00

Up to 2 hour......\$100.00 ......\$137.50

<u>Nonresident</u>

#### **Banquet Room and Catering Kitchen**

Multi-Purpose (Friday – Sunday) Resident

\$65.00/ hour (minimum 3 hours) \$520.00/ day (8 hours) \$260.00 Deposit \$20.00/ hour Custodial Fee

#### **Planning & Zoning Fees**

The payment in lieu of dedication shall be equal to the appraised value of the required acreage of land within the subdivision based on an appraisal prepared by a licensed appraiser and submitted by the developer. If the Town disagrees with the submitted appraisal, it may have a second appraisal prepared. If the appraisals are within 15% of each other, the developer's appraisal will be utilized to establish value. If the appraisals differ by more than 15%, the appraisal will be based on the average of the two appraisals.

5 acres or less	Rezoning application-	2222.22
Request for Ordinance Amendment \$300.00 Request for Variance application \$300.00 Appeal from Administrative Interpretation \$300.00 (Refund Given if Appeal Successful) Special use/conditional use permit application (general) \$300.00 Sign Permit Review \$50.00 Single Family & Two Family Zoning Permit \$25.00 Commercial & Multi Family Zoning Permit \$100.00 Re-advertising a continued Public Hearing at request of applicant \$200.00 Special use/conditional use permit application (complex)  a. Multi-family, townhouse development \$300.00 + 5.00 per unit	5 acres or less	\$300.00
Request for Ordinance Amendment		
Request for Ordinance Amendment	10 acres or portion thereo	of above 5 acres
Request for Variance application \$300.00 Appeal from Administrative Interpretation \$300.00 (Refund Given if Appeal Successful) Special use/conditional use permit application (general) \$300.00 Sign Permit Review \$50.00 Single Family & Two Family Zoning Permit \$25.00 Commercial & Multi Family Zoning Permit \$100.00 Re-advertising a continued Public Hearing at request of applicant \$200.00 Special use/conditional use permit application (complex)  a. Multi-family, townhouse development \$300.00 + 5.00 per unit		
Appeal from Administrative Interpretation	Request for Variance application	\$300.00
(Refund Given if Appeal Successful)       \$300.00         Special use/conditional use permit application (general)       \$300.00         Sign Permit Review       \$50.00         Single Family & Two Family Zoning Permit       \$25.00         Commercial & Multi Family Zoning Permit       \$100.00         Re-advertising a continued Public Hearing at request of applicant       \$200.00         Special use/conditional use permit application (complex)       \$300.00 + 5.00 per unit		
Special use/conditional use permit application (general)		<del>-</del>
Sign Permit Review		\$300.00
Single Family & Two Family Zoning Permit	Sign Permit Review	\$50.00
Commercial & Multi Family Zoning Permit		
Re-advertising a continued Public Hearing at request of applicant		
Special use/conditional use permit application (complex)  a. Multi-family, townhouse development		
a. Multi-family, townhouse development		*
		\$300.00 + 5.00 per unit
11 0		
gross floor area	11 0	<u> </u>
c. Planned unit development	c. Planned unit development	
d. Mobile home park		

<sup>\*</sup> Full-time Town employees shall pay ½ the residential corporate rate for SRAC memberships & events.

<sup>\*\*</sup> The Town Manager may approve fee adjustments for special events and programs as needed.

Subdivision application	
Minor subdivision	\$50.00 + 5.00 per lot
Major subdivision	
Site Plan/Construction Plan review	\$200.00 + \$50.00/ac.
Storm Water Permit Application Fee	
Residential	. \$100/acre (\$850 minimum)
Non-Residential	
Storm Water Annual Inspection Fee (if owner does not provide licensed engin	neer for inspection)
Storm Water Management Facility (less than 1 ac)	<u>-</u>
Storm Water Management Facility Size (1 ac to 3 ac)	
Storm Water Management Facility (greater than 3 ac)	
Special Zoning Permits (fees in addition to Fire Dept. fees)	
Special Events	\$100.00
Underground Storage Tank Installation / Removal (per Tank)	\$75.00
Fireworks Sales	\$75.00
Fireworks Public Display (permit & stand-by)	\$150.00
Temporary Tent or Air Supported Structure permit	\$75.00
Carnival or Circus Permit and Inspection (Pending City Mgr./Council	
Note: Non-Profit organizations are exempt from the fee schedule if the non-profit status is provided to the inspector.	

#### **Recording Fees**

Conditional Use Permits, Annexations and any other matter that requires or the Town deems necessary to be filed with the Johnston County Register of Deeds. The Town will charge the same fees as the Johnston County Register of Deeds.

Current Johnston County Register of Deeds fees are \$26.00 for the 1st 15 pages and \$4.00 for each additional page.

#### **Police Department**

#### **Animal Control**

License Tax and Tag:	
Each neutered/spayed cat or dog	\$5.00
Each non-neutered/non-spayed cat or dog	\$10.00
Violations:	
Unsanitary conditions	\$50.00
Pet defecating on private or public property	\$50.00
Failure to display current pet tag	\$50.00
Excessive Barking	\$50.00
Failure to have rabies inoculation	\$100.00
Animal Bite	\$125.00
Violation of Animal at Large:	
1 <sup>st</sup> offense	\$25.00
2 <sup>nd</sup> offense	\$50.00
3 <sup>rd</sup> offense	\$75.00
4 <sup>th</sup> offense	

ffense	
ngerous dog at large	
arking Violations	
· Exceeding Time Limit	\$10.00
Wrong Side of Street	\$10.00
Fire Lane (also included in Fire Dept. Fees)	
Too Close to Corner	
Across Parking Line	
On Crosswalk	
Abandon on Street	
Over 12" from curb	
Double Parking	
Loading Zone	\$10.00
Fire Hydrant	
Driveway	\$10.00
Traffic Lane	
On Sidewalk	\$10.00
Blocking Intersection	\$10.00
No Parking Area	\$10.00
Handicapped Zone	\$50.00
All Other Parking Violations	\$10.00
Driver's Permit	
Driver's Permit	Rate
Driver's Permit	Rate\$0.57/\$100 valuation
Driver's Permit Property Tax  ate Soundown Smithfield Tax District	Rate\$0.57/\$100 valuation\$0.19/\$100 valuation
Driver's Permit	Rate \$0.57/\$100 valuation \$0.19/\$100 valuation
Driver's Permit	Rate \$0.57/\$100 valuation \$0.19/\$100 valuation \$0.12/\$100 valuation \$0.12/\$100 valuation
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  esidential	Rate\$0.57/\$100 valuation\$0.19/\$100 valuation\$0.12/\$100 valuation Collection
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  esidential  Standard Collection, Monthly Fee	\$0.57/\$100 valuation   \$0.19/\$100 valuation   \$0.12/\$100 valuation   \$0.12/\$100 valuation   \$0.12/\$100 valuation   \$16.00 (one roll-out container
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  esidential  Standard Collection, Monthly Fee  Additional Roll-out Container (standard)	\$0.57/\$100 valuation   \$0.19/\$100 valuation   \$0.12/\$100 valuation
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  esidential  Standard Collection, Monthly Fee  Additional Roll-out Container (standard)  Backyard Collection, Monthly Fee	\$0.57/\$100 valuation   \$0.19/\$100 valuation   \$0.19/\$100 valuation   \$0.12/\$100 valuation
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  esidential  Standard Collection, Monthly Fee  Additional Roll-out Container (standard)  Backyard Collection, Monthly Fee  Additional Roll-out Container (backyard)	## Solution ## Sol
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  esidential  Standard Collection, Monthly Fee  Additional Roll-out Container (standard)  Backyard Collection, Monthly Fee  Additional Roll-out Container (backyard)  Backyard Collection, Disabled / Age 70 +	## Solution ## Sol
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  esidential  Standard Collection, Monthly Fee  Additional Roll-out Container (standard)  Backyard Collection, Monthly Fee  Additional Roll-out Container (backyard)  Backyard Collection, Disabled / Age 70 +  Yard Debris Collection, Monthly Fee	\$0.57/\$100 valuation   \$0.19/\$100 valuation   \$0.12/\$100 valuation   \$0.12/\$100 valuation   \$0.12/\$100 valuation   \$16.00 (one roll-out container   \$16.00 (one roll-out container   \$20.00 (each container   \$20.00 (each container   \$16.00 (one roll-out container   \$10.00 (require   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00   \$10.00
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  Esidential  Standard Collection, Monthly Fee  Additional Roll-out Container (standard)  Backyard Collection, Monthly Fee  Additional Roll-out Container (backyard)  Backyard Collection, Disabled / Age 70 +  Yard Debris Collection, Monthly Fee  Large Pile(s) of Debris Pickup	\$0.57/\$100 valuation   \$0.19/\$100 valuation   \$0.12/\$100 valuation   \$0.12/\$100 valuation
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  Esidential  Standard Collection, Monthly Fee  Additional Roll-out Container (standard)  Backyard Collection, Monthly Fee  Additional Roll-out Container (backyard)  Backyard Collection, Disabled / Age 70 +  Yard Debris Collection, Monthly Fee  Large Pile(s) of Debris Pickup.	\$0.57/\$100 valuation \$0.19/\$100 valuation \$0.12/\$100 valuation  Collection  \$16.00 (one roll-out container \$16.00 (each container \$20.00 (one roll-out container \$20.00 (each container \$20.00 (each container \$10.00 (require \$10.00 (require \$10.00 (per truck load = 8 cubic yards)
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  esidential  Standard Collection, Monthly Fee  Additional Roll-out Container (standard)  Backyard Collection, Monthly Fee  Additional Roll-out Container (backyard)  Backyard Collection, Disabled / Age 70 +  Yard Debris Collection, Monthly Fee  Large Pile(s) of Debris Pickup.  Churches /Non-Profit  Standard Pickup, Monthly Fee	\$0.57/\$100 valuation   \$0.19/\$100 valuation   \$0.12/\$100 valuation   \$0.12/\$100 valuation   \$0.12/\$100 valuation   \$16.00 (one roll-out container   \$20.00 (each container   \$20.00 (each container   \$16.00 (one roll-out container   \$10.00 (require   \$10.00 (per truck load = 8 cubic yards)   \$16.00 (two roll-out container   \$16.
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  Esidential  Standard Collection, Monthly Fee  Additional Roll-out Container (standard)  Backyard Collection, Monthly Fee  Additional Roll-out Container (backyard)  Backyard Collection, Disabled / Age 70 +  Yard Debris Collection, Monthly Fee  Large Pile(s) of Debris Pickup.  Churches /Non-Profit  Standard Pickup, Monthly Fee  Additional Solid Waste Roll-out Container (standard pickyand)	\$0.57/\$100 valuation   \$0.19/\$100 valuation   \$0.19/\$100 valuation   \$0.12/\$100 valuation   \$0.12/\$100 valuation   \$16.00 (one roll-out container   \$20.00 (one roll-out container   \$20.00 (each container   \$16.00 (one roll-out container   \$10.00(require   \$10.00(require   \$10.00 (per truck load = 8 cubic yards)   \$16.00 (two roll-out containers   \$16.00 (each containers   \$16.0
ate	## Solution ## Sol
Driver's Permit  Property Tax  ate  owntown Smithfield Tax District  mithfield Fire District  Solid Waste  Sesidential  Standard Collection, Monthly Fee  Additional Roll-out Container (standard)  Backyard Collection, Monthly Fee  Additional Roll-out Container (backyard)  Backyard Collection, Disabled / Age 70 +  Yard Debris Collection, Monthly Fee  Large Pile(s) of Debris Pickup.  Churches /Non-Profit  Standard Pickup, Monthly Fee  Additional Solid Waste Roll-out Container (standard pickyard)  Additional Solid Waste Roll-out Container (standard pickyard)	## Solution ## Sol

#### Public Utilities Services

Residential Electric Deposit - High Risk	\$400.00
Residential Electric Deposit.	
Business Deposit	g hill for this location
Water Deposit	\$50.00
Water Deposit (high risk)	
Returned Check Charge	
Return Trip When Customer Not Available	
Reconnection after Hours	
	\$ / 0.00
Special Use Meter Reading & Billing	#2.5.AA
(i.e. water for filling pools)	
Re-connection after Disconnection/Reconnection(Nonpayment)\$5	0.00 (9 a.m. to 4 p.m.)
Initial and Transfer Service Fees	<b>**</b> - • •
Utility Account (7% NC sales tax added to service charges)	
Water/Sewer	\$25.00
Water Meter Set	
3/4"	\$95.00
1"	\$250.00
1 ½	\$470.00
2"	\$1605.00
3"	\$2020.00
Meter tampering investigation charge	
Delinquent fee for payments after due date but before disconnection	
Meter Test Charge (After First Free Test)	
Temporary Construction & Pole Service Charge	
Landlord Transfer Fee	
Credits	
Water Heater Load Management (12 Months)	\$6.00/month
Air Conditioner Load Management Credit (June, July, August, September)	
An Conditioner Load Management Credit (June, July, August, September)	\$10.00/monen
Sewer Tap Fees	
In Town (Base Fee)	
	#C05.00
4"	\$695.00
6"	\$760.00
Out of Town (Base Fee)	****
4"	
6"	\$1140.00
Water Tap Fees	
In Town (Base Fee)	
3/4"	\$700.00
1"	
1 ½"	
2"	
4"	
6" Cost figure	
Cost rigure	en at titile of application
Out of Town (Boso For)	
Out of Town (Base Fee)	<b>#1050 00</b>
3/4"	
1"	
1 ½"	\$2760.00

\$2850.00			***************************************	2"
Cost figured at time of application		• • • • • • • • • • • • • • • • • • • •		4"
Cost figured at time of application				6"
			(using split yoke)	rrigation
\$200.00			(requires meter set)	3/4" (
Actual Cost plus 10% + meter se				Other
Actual Cost plus 10% + meter se				Other
Actual Cost plus 10% + meter se			ıkler Fees	
Actual Cost plus 10% + meter se  Rate	Service	Monthly Fee		ire Sprir
			ıkler Fees	ire Sprir
Rate	Service	Monthly Fee	nkler Fees lize Connection	ire Sprir
Rate SP1	Service SP	Monthly Fee \$10.00	nkler Fees lize Connection 6"	ire Sprir

#### **Water Rates**

Basic Charge
Inside City Customers (All) \$9.71
Outside City Customers (All) \$16.99

Residential Customers	Inside City	Outside City
Usage	Rate	Rate
First 4,000 Gallons	\$4.12	\$8.24
Next 6,000 Gallons	\$4.60	\$9.20
All Over 10,000 Gallons	\$5.20	\$10.40
Commercial Customers	Inside City	Outside City
Usage	Rate	Rate
First 10,000 Gallons	\$4.31	\$8.62
Next 90,000 Gallons	\$4.90	\$9.80
All Over 100,000 Gallons	\$5.39	\$10.78
Residential Irrigation Customers	Inside City	Outside City
Usage	Rate	Rate
First 3,000 Gallons	\$4.87	\$9.74
Next 17,000 Gallons	\$5.68	\$11.36
All Over 20,000 Gallons	\$6.30	\$12.60
Commercial Irrigation Customers	Inside City	Outside City
Usage	Rate	Rate
First 3,000 Gallons	\$4.87	\$9.74
Next 27,000 Gallons	\$5.93	\$11.86
All Over 30,000 Gallons	\$6.30	\$12.60
Industrial/Institutional Customers	Inside City	Outside City
Usage	Rate	Rate
First 25,000 Gallons	\$4.41	<del>\$ 9.74</del> \$8.82
Next 75,000 Gallons	\$4.90	<del>\$11.36</del> \$9.80
All Over 100,000 Gallons	\$5.39	\$12.60-\$10.7

#### **Sewer Rates**

Basic Charge
Inside City Customers (All)
Outside City Customers (All) \$11.32 \$19.81

Consumption Charges	Inside City	Outside City
	Rate	Rate
Residential Customer	\$6.98	\$13.96
Non-Residential Customer	\$7.76	\$15.52

#### **Johnston County Wholesale Rate**

\$1.50 Rate per 1000 Gallons

## Electric Rates Residential Service (RS1)

#### I Availability

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

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

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

#### II Monthly Rate

A. Basic Customer Charge:

\$10.00

B. Energy Charge:

\$.<del>01002</del>.1002/kWh

C. Purchased Power Adjustment Charge:

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

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

\$18.00

E. Minimum Charge:

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

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

#### III Excess Facilities

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

#### IV Payments

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

#### VI General

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

#### Residential TIME-OF-USE Service

Electric Rate Code RS7 (TU1/TU2, DD7)

#### I Availability

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

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

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

#### II Monthly Rate

A. Basic Customer Charge: \$17.00

B. KWh Energy Charge: On-Peak S-01002 NWh
Off-Peak S0537 .0537kWh

C. On-Peak kW Demand Charge: \$5.93 /kW

E. Minimum Charge:

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

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

#### **III** Determination of On-Peak

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

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

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

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

#### IV Excess Facilities

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

#### V Payments

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

#### VII Load Management

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

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

#### VIII Contract Period

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

## General Service Electric Rate Codes GD1, GD2, GD3, GD4

#### I Availability

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

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

#### II Monthly Rate

A. Basic Customer Charge \$16.00 Single Phase (GD1) GD3 No Sales Tax \$30.00 Three Phase (GD2) GD4 No Sales Tax

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

\$.0900/kWh \$.0679/kWh

C. kW Demand Charge: DS1, DS2, DS3, DS4 \$ 11.20/kW (kW Demand is highest 15 minute usage each month)

#### D. Purchased Power Adjustment Charge:

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

#### E. Minimum Charge:

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

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

#### III Contract Demand

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

#### IV Billing Demand

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

#### V Excess Facilities

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

#### VI Payments

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

#### VII Contract Period

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

#### VIII General

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

## Small General Service Electric Rate Codes GS3, GS4

#### I Availability

This Schedule is available for nonresidential electric service less than 10 kW or 1000 kWh (12 month average) supplied at a single point of delivery at one of the Town's standard voltages. This Schedule is not available for supplementary, standby or breakdown service, unless provided in the Service Agreement, or for resale.

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

#### II Monthly Rate

A. Basic Customer Charge: \$ \$16.00Single Phase (GS3) and \$24.00Three Phase (GS4)

#### B. Energy Charge:

First 1,500 kWh
Next 2,500 kWh
All Additional kWh over 4,000

\$.1190/kWh
\$.0900/kWh

C. Purchased Power Adjustment Charge:

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

#### D. Minimum Charge:

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

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

#### III Contract Demand

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

#### IV Billing Demand

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

#### V Excess Facilities

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

#### VI Payments

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

#### VII Contract Period

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

#### VIII General

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

#### Commercial Time-of-Use

#### Electric Rate Codes GS6(TU3,TU4,DD9); GS7(TU5, TU6, DD9)

#### I Availability

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

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

#### II Monthly Rate

A.	Basic Customer Charge:	Single Phase \$20.00	Three Phase	\$28.00
В.	KW Demand Charge:			
	0:	n-Peak Demand	\$13.67 /kW	
C.	KWh Energy Charge:			
	O	n-Peak	\$.0900/kWh	
	O	ff-Peak	\$.0600/kWh	

#### D. Purchased Power Adjustment Charge:

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

#### E. Minimum Charge:

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

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

#### III Contract Demand

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

#### IV Determination of kW Demand

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

Standard Time

7:00 AM to 9:00 AM

Daylight Savings Time

2:00 PM to 6:00 PM

#### V Excess Facilities

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

#### VI Payments

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

#### VII Contract Period

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

#### VIII General

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

## Large General Service Electric Rate Code LG1

#### I Availability

This Schedule is available for nonresidential electric service when the Contract Demand is 750 kW or greater, or registered demand equals or exceeds 750 kW in two or more of

the preceding twelve months. Service is not available for breakdown or standby use, unless provided in the Service Agreement, or for resale.

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 4 wires, at Town's standard voltages of 480 volts or higher. This Schedule is available to all electric service supplied to Customer's premises at one point of delivery through one meter.

#### II Monthly Rate

A. Basic Customer Charge: \$513.95

B. kW Demand Charge: \$19.00/kW

C. Energy Charge: \$.0616/kWh

#### D. Purchased Power Adjustment Charge:

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

#### E. Minimum Charge:

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

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

#### III Contract Demand

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

#### IV Determination of kW Demand

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

#### V Excess Facilities

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

#### VI Payments

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

#### VII Contract Period

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

#### VIII General

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

# Large General Service Coordinated Peak Demand Electric Rate Code LG2

#### I Availability

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

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

#### II Monthly Rate

A. Basic Customer Charge: \$513.95

B. kW Demand Charge:

Coincident Peak Demand \$19.10/kW

C. Energy Charge: \$.0582/kWh

D. Purchased Power Adjustment Charge:

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

#### E. Minimum Charge:

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

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

#### III Contract Demand

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

#### IV Determination of kW Demand

Coincident Peak (CP) Demand: CP Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of Customer's billing. Note – This is different from the kW Demand in the LG1 rate.

#### V Notification by Town

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

#### VI Excess Facilities

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

#### VII Payments

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

#### VIII Contract Period

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

#### IX General

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

#### Economic Development Rider Electric Rate Code ED1

#### I Availability

This Rider is available only at the Town's option for existing nonresidential electric

service (commercial and industrial) customers, who are served under the Town's LG2 Rate Code for a period of 1-5 years as granted by the Town Council. The Town Council may grant an initial period of less than 5 years and subsequently extend the period up to the full 5 year period.

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

#### II Monthly Rate reduction

Per approval by Council, this Rider reduces the Energy Charge for the LG2 Rate Codes by \$0.015/kWh for the expansion load only up to a maximum of 2,000,000 kWh per year and shall be applicable for a period of up to 5 years as set by the Town Council when there is a minimum applicant capital investment of \$1,000,000 in plant and equipment, which may include the capital cost of purchase and installation of a CP load-shedding generator and depending on the number of jobs brought to the Town of Smithfield and employed by the applicant as follows:

Number of New Full-Time Equivalent Jobs Brought to Smithfield and Employed by applicant

loyed by applicant	Applicable Period
10 jobs	1 year
20 jobs	2 years
30 jobs	3 years
40 jobs	4 years
50 jobs	5 years

Since this Rider applies only to the load-shedding Rate Code LG2, the applicant must successfully shed a minimum of 75% of their Coincident Peak (CP) load when signaled by ElectriCities of North Carolina. This Rider will automatically terminate if less than 75% of the CP load is shed during the preceding four month period. Customer is and will be responsible for all non-reduced rate costs if for any reason it fails to shed 75% of its CP as set forth above.

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

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

# Large General Service Coordinated Peak Demand Electric Rate Code LG3

#### I Availability

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

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

#### II Monthly Rate

A. Basic Customer Charge: \$513.95

B. kW Demand Charge:

Coincident Peak Demand \$14.25/kW Excess Charge \$2.25/kW

C. Energy Charge: \$.0465/kWh

D. Purchased Power Adjustment Charge:

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

#### E. Minimum Charge:

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

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

#### III Contract Demand

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

#### IV Determination of kW Demand

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

Note – This is different from the kW Demand in the LG1 rate.

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

#### V Notification by Town

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

#### VI Excess Facilities

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

#### VII Payments

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

#### VIII Contract Period

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

#### IX General

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

#### Municipal General Service Electric Rate Code MS1, MS2

#### I Availability

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

Service will be alternating current, 60 hertz, single-phase 3 wires, or three-phase 4 wires, at Town's standard voltages. This Schedule is applicable to electric service supplied to

Customer's premises at one point of delivery through one meter.

#### II Monthly Rate

A. Basic Customer Charge: \$30.00 Three-phase; \$16.00 Single Phase (Determined by comparable rate code {e.g. GD2})

B. Energy Charge:

\$.0820 /kWh

C. Purchased Power Adjustment Charge:

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

#### D. Minimum Charge:

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

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

#### III Contract Demand

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

#### IV Billing Demand

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

#### V Excess Facilities

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

#### VI Payments

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

#### VII Contract Period

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

#### VIII General

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

#### **Load Management Rider**

#### I Availability

Credits are available under this Rider for the interruption of electric water heaters and central air conditioners by the Town during Load Management Periods. This Rider is available in conjunction with service under the Town's Residential Service Schedule (Schedule RS1).

To qualify, the Customer must be the owner of the premises where switches are installed, or have the permission of the owner for installation.

#### II Monthly Credit

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

#### III Appliance Criteria

Water heaters shall be automatic insulated storage type of not less than 30 gallon capacity and may be equipped with only a lower element or with a lower element and an upper element.

Central air conditioners and heat pumps must have a capacity of 2.0 tons or more.

#### IV Installation of Switches

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

#### V Removal of Switches

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

#### VI Load Management

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

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

#### **RENEWABLE ENERGY GENERATION RIDER- RR1**

#### I Availability:

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

#### **H** Applicability:

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

#### III Type of Service:

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

#### IV Monthly Credit:

\$. \$.0549 per kWh for all kWh

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

#### V Minimum Charge

None

#### VI Payments:

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

#### VII Adjustments:

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

#### VIII Special Conditions:

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

#### IX Contract Period:

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

The Town may terminate service under this schedule at any time upon written notice to Customer. In the event that Customer violates any of the terms or conditions of this schedule, or operates the generating system in a manner which is detrimental to the Town or its customers, service under this schedule may be terminated immediately.

Rate Schedule for Area Lights:

Monthly Charge:		
A1	\$	11.65
AIM	\$	22.00
A1P	\$	14.75
AIU	\$	18.00
B7U	\$	22.85
C1	\$	15.55
C1M	\$	24.60
C1P	\$	18.55
CIU	S	21.80
C2	\$	18.23
C2M	\$	28.50
C2P	\$	21.30
C2U	\$	25.40
C4	\$	26.75
C4M	<b>\$</b>	35.44
C4P	\$	29.75
C4U	\$	33.95
F1	\$	39.90
F1M	\$	50.20
F1P	\$	42.90
F1U	\$	47.05
F4	\$ <b>\$</b>	26.75
F4M		35.44
F4P	\$	29.75
F4U	\$	32.49
MP1	\$	5.63
WP1	\$	2.80

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

Adopted by the Smithfield Town Council on this the 20th day of June, 2016

	M. Andy Moore, Mayor
ATTEST:	

### Town of Smithfield Town Council Information Form

Item:

Filled Vacancies

Date of Meeting:

July 12, 2016

Date Prepared: June 27, 2016

Staff Work By:

Tim Kerigan, HR Director

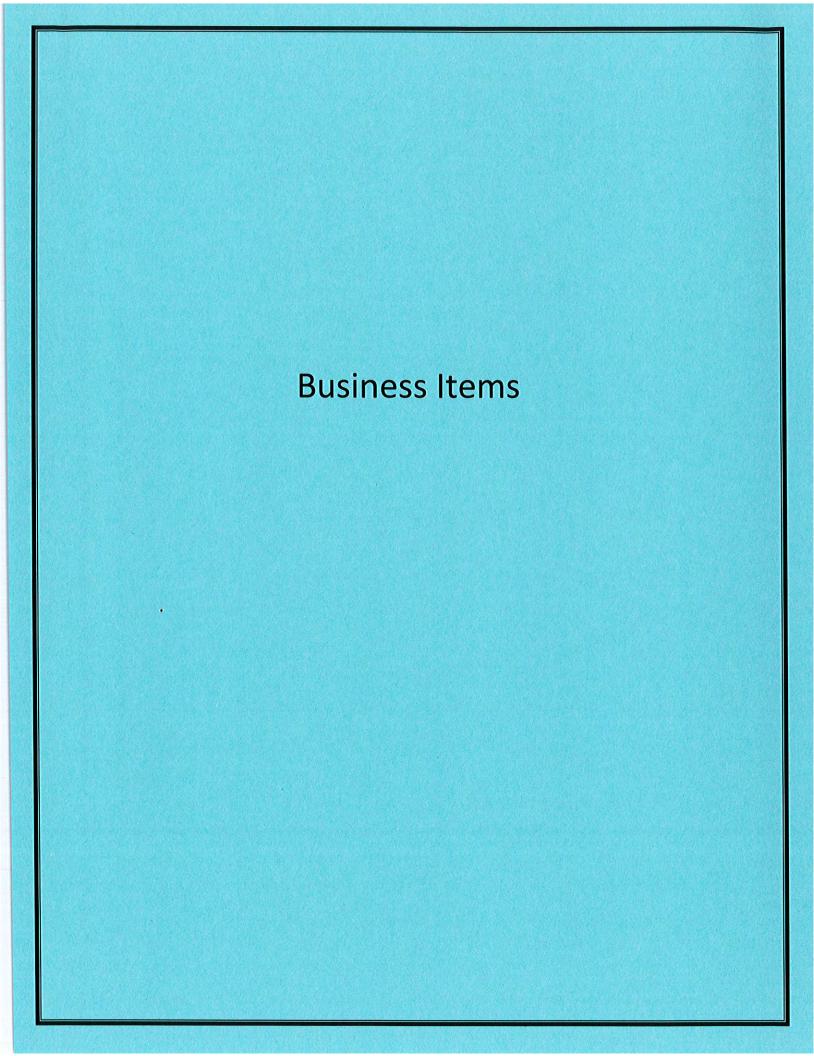
#### **Background**

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

#### **Action Requested**

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 15-16 Budget.

Position	<u>Department</u>	<b>Budget Line</b>	Rate of Pay
Firefighter 1	Fire	10-5300-0200	\$14.88/hr (\$32,497.92/yr)
Police Officer I	Police	10-5100-0200	\$15.27/hr (\$34, 143.72/yr)
Pump Station Mechanic	PU - Water/Sewer	30-7220-0200	\$13.49/hr (\$28,059.20/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 Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T Lifeguard	P&R - Aquatics	10-6220-0220	\$7.50/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$9.00/hr
P/T Instructor	P&R - Aquatics	10-6220-0230	\$10.00/hr
P/T Instructor	P&R - Aquatics	10-6220-0230	\$15.00/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$17.50/hr



## Town of Smithfield Town Council Action Form

<u>Item: Conveyance of Surplus Equipment to the Town of Wilson's Mills - Resolution # 590 (17-2016)</u>

**Date of Meeting:** July 5, 2016

Date Prepared: June 21, 2016

Staff Work By: Interim Chief R.K. Powell

**Presentation:** Consent

#### **Presentation:**

The police department is requesting to have the K-9 Cages used in the impalas, labeled as "surplus equipment" so the cages can be removed from the Town's inventory. This equipment had to be replaced when new vehicles were purchased for the K-9 Officers. The Wilson's Mills Police Department has sought consideration that these items be conveyed to their governmental unit enabling them to begin a K-9 program in their Municipality.

NCGS 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration.

#### **Action Requested:**

It is requested that the Council approve resolution #590 (17-2016) conveying the surplus property to the Town of Wilson's Mills for no consideration.

### WILSON'S MILLS POLICE DEPARTMENT

#### Chief Dustin Nichols



PO Box 448, 100 Railroad St.
Wilson's Mills, NC 27593
[Office] (919) 938-3885
[Fax] (919) 938-0955

Chief Powell, 06/06/2016

Good afternoon, The Wilson's Mills Police Department is in the process of starting a K9 program. As you know we are a small agency on even a smaller budget. We don't have the funds to purchase all we need to accomplish this task.

We are reaching out to bigger agencies with a request for any K9 equipment that your agency no longer uses. We are especially in need of a cage for the vehicle we intend to use. Any assistance in this endeavor would be appreciated.

Respectfully,

**Chief Dustin Nichols** 

# TOWN OF SMITHFIELD RESOLUTION # 590 (17-2016) Approving Conveyance of Property to Another Unit of Government in North Carolina Pursuant to NCG.S. 160A-274

- WHEREAS, the Town of Smithfield owns 2) K-9 cages that were fitted for the Police Department's Chevrolet impala vehicles that were utilized by the K-9 Officers; and
- WHEREAS, the Town of Smithfield can no longer utilize this property because new vehicles were purchased for the K-9 Officers and the cages are built specific for the new vehicle; and
- WHEREAS, the Wilson's Mills Police Department has express interest in this property to begin a K-9 Program in their Municipality; and
- WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and
- WHEREAS, the Town of Smithfield has determined that it is in the best interest of the Town to convey the K-9 cages to the Town of Wilson's Mills, and deems it wise to do so for no consideration.

#### THEREFORE, THE SMITHFIELD TOWN COUNCIL RESOLVES:

- 1. The Town of Smithfield hereby conveys to the Town of Wilson's Mills the following property: 2) K-9 cages
- 2. The property herein described shall be conveyed for no consideration.
- 3. The Mayor or his designee is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

Adopted this the 12<sup>th</sup> day of July, 2016

Adopted this the 12	day or sary, 2010		
		M. Andy Moore, Mayor	
ATTEST:			
Shannan L. Williams, To	wn Clerk	<del></del>	

## Town of Smithfield Town Council Action Form

<u>Business Item:</u> Consideration of Award of bid to T&D Solutions, Inc. for the installation of the transformer and associated equipment at the Brogden Road substation, per the project plans & specifications, in the amount of \$181,111.00.

Date of Meeting: July 12, 2016 Date prepared: July 1, 2016

Staff Work by: Ted Credle, Rodney Johnson Presentation: Ted Credle

#### Item:

Plans and Specifications were developed by Booth & Associates and Town Staff for the installation of the second transformer at the Brogden Road substation. These bid documents are dated June 13, 2016. Bid advertisements were then issued on June 10 for a bid opening on June 28, 2016, for this project. Bids were opened at 2:00 p.m. on June 28, 2016 and the results are attached for your review, along with the Engineer's letter of recommendation. There were two (2) bidders in all. The low bid of \$181,111.00 was received from T&D Solutions, Inc. and is recommended for your approval.

As we have mentioned in earlier meetings, this project will install a second transformer at the Brogden Road Substation/delivery point. The transformer will not only act as a back-up for the current transformer, but will allow us to add additional circuits to the north end of town, where potential growth is likely to occur. It will also provide us with the option to provide a dedicate circuit to any future industrial client at the Hill property on Brogden Road.

#### **Action Requested:**

Approve a motion to award the low bid to T&D Solutions, Inc. for the installation of the transformer and associated equipment at the Brogden Road substation, per the project plans & specifications, in the amount of \$181,111.00.

Structures - Bus and Leads   Addendum No. 1   Addendum No. 1   Constructions only)   Structures - Bus and Leads   Constructions only)   Structures - Bus and Leads   Connections only   Connections - Connections only   Connections only   Connections - Connections only   Connections only   Connections only   Connections only   Connections only   Connections   Connections only   Connec		NO BID Construction	New River Electrical Corporation					
DESCRIPTIONS  Aubray Silvey Con  Structures - Bus and Leads Power Transformers (connections only) Conduit, Cable Trench and Cable Foundations Site Preparation: Vard Stone Station Grounding (above-grade) Oil Containment Systems Protective Relaying (control cabinet) Circuit Switchers Testing TOTAL LABOR AND MATERIALS: \$814,701.00			New River Electrical orporation					
Structures - Bus and Leads  Swer Transformers (connections only)  Conduit, Cable Trench and Cable  Foundations  Site Preparation: Vard Stone  Station Grounding (above-grade)  Oil Containment Systems  Oil Containment Systems  Circuit Switchers  Testing  TOTAL LABOR AND MATERIALS:  \$844,701.00		O BID		Coastal Power	T&D Solutions, Inc.	Sumter Utilities	Davis H. Elliot Company, Inc.	f. Elliot ny, inc.
Structures - Bus and Leads Power Transformers (connections only) Conduit, Cable Trench and Cable Foundations Site Preparation: Yard Stone Station Grounding (above-grade) Oil Containment Systems Protective Relaying (control cabinet) Circuit Switchers Testing TOTAL LABOR AND MATERIALS: \$814,701.00		NO BID		×	×			
Structures - Bus and Leads Power Transformers (connections only) Conduit, Cable Trench and Cable Foundations Site Preparation: Yard Stone Station Grounding (above-grade) Oil Containment Systems Oil Containment Systems Circuit Switchers Testing TOTAL LABOR AND MATERIALS: \$814,701.00		NO BID	1	\$33,634.00	\$7,365.00			
Power Transformers (connections only)  Conduit, Cable Trench and Cable  Foundations  Site Preparation: Yard Stone Station Grounding (above-grade) Oil Containment Systems Protective Relaying (control cabinet) Circuit Switchers Testing  TOTAL LABOR AND MATERIALS: \$814,701.00		NO BID		\$4,300.00	\$5,520.00			
Conduit, Cable Trench and Cable Foundations Site Preparation: Yard Stone Station Grounding (above-grade) Oil Containment Systems Protective Relaying (control cabinet) Circuit Switchers Testing TOTAL LABOR AND MATERIALS: \$814,701.00		NO BID		\$38,560.00	\$14,774.00			
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Protective Relaying (control cabinet)  Circuit Switchers Testing TOTAL LABOR AND MATERIALS: \$814,701.00				\$2,800.00	\$12,500.00			
Testing TOTAL LABOR AND MATERIALS: \$814,701.00				\$12.750.00	\$7,620.00			
TOTAL LABOR AND MATERIALS: TOTAL CANNER FIRMISHED MATERIALS: \$814,701.00				\$19.300.00	\$3,000.00			
TOTAL LABOR AND MATERIALS: TOTAL CANNER-ELIBNISHED MATERIAL S: \$814,701.00	7			\$274,680,00	\$181 111 00			
\$814,/01.00	00 707 704 00	\$ 544 704 00	\$814 701 00	\$814.701.00	\$814.701.00	\$814.701.00		\$814,701.00
		00:10.4:100	2014104	\$1,089,381.00	\$995,812.00			
Total Installation:	I re publicly opened, egularities in the bio	read, checked,	and the abov	e totals are emarks.				
REMARKS:	by than							
*** recommended low evaluated bidder	Honkins D	Ľ,						
	Josephia E. Hopnies, r	1						

## Booth & Associates, LLC

engineering for the future since 1960

June 28, 2016

Mr. Ted Credle Town of Smithfield 350 East Market Street Smithfield, North Carolina 27577

Subject:

Town of Smithfield

Smithfield, North Carolina

Brogden Road Substation Expansion Bid Evaluation and Recommendation

Dear Mr. Ted Credle:

On Tuesday, May 28, 2016, beginning at 2:00 pm, two (2) quotations were received and opened for the furnishing of labor and materials for the subject project. Each quotation was reviewed for accuracy and bidder qualification. Enclosed is the Tabulation of Bids for this project, outlining the individual work tasks and subtotals for this project.

While the quantity of bids received did not meet our expectations, the total cost falls under the amount of North Carolina G.S. 143-129(a) and therefore the bids are valid. In our evaluation of the bids, the lowest responsible bidder is T & D Solutions, Inc., with a total cost of \$181,111.00. The other offerings compare favorably with competitors in the area and are realistic for this type construction work. In our past experiences with T & D Solutions, Inc., we have always found them to be a reputable firm, having a full staff of technical and construction crews and ample equipment. They have also always provided the utmost in cooperation and professional mannerisms.

Therefore, we recommend the Town of Smithfield issue a purchase order to T & D Solutions, Inc., for the purchase of furnishing of labor and materials as per Bid Schedule 1 for a total of \$181,111.00.

Enclosed are the original bids for your use. We appreciate the opportunity to assist the Town of Smithfield in this evaluation, and will begin execution of this contract and construction of this project upon your approval. If you have any questions, please call.

Sincerely,

**BOOTH & ASSOCIATES, LLC.** 

Joshua E. Hopkins, PE

jeh/mbs Enclosures

cc/enc:

Michael Scott

Rodney Johnson Todd Rouse

158046-8015

5811 Glenwood Avenue 919.851.8770 office Raleigh, NC 27612 919.859.5918 facsimile www.booth-assoc.com

## Town of Smithfield Town Council Action Form

<u>Business Item:</u> Consideration of Award of bid to Lekson Associates for the purchase of the relay cabinet at the Brogden Road substation, per the project plans & specifications, in the amount of \$34,082.00.

Date of Meeting: July 12, 2016 Date prepared: July 5, 2016

Staff Work by: Ted Credle, Rodney Johnson Presentation: Ted Credle

#### Item:

Plans and Specifications were developed by Booth & Associates and Town Staff for the purchase of the second relay cabinet for the second transformer at the Brogden Road substation. These plans are dated May 5, 2016. Bid advertisements were then issued on June 10 for a bid opening on June 28, 2016, for this project. Bids were opened at 2:00 p.m. on May 26, 2016 and the results are attached for your review, along with the Engineer's letter of recommendation. There were three (3) bidders in all. The low bid of \$34,082.00 was received from Lekson Associates and is recommended for your approval. This amount is budgeted as part of the Substation #2 Transformer Line Project and this amount is within budget expectations.

This purchase is the next step in the installation of a second transformer at the Brogden Road Substation/delivery point.

#### Action Requested:

Approve a motion to award the low bid to Lekson Associates for the purchase of the relay cabinet at the Brogden Road substation, per the project plans & specifications, in the amount of \$34,082.00.

BID TABULATION   PROJECT NO.: 15-8046-8011	BID TABULATION  PROJECT NO: 15-8046-8011  DATE: May 26, 2016  1 1 2 3 3  Chickon Associates  REMCO INDISTRAES  ATLANTIC POWER SALES  Bid Security  Delivery  TOTAL BASE BID:  Wanufacture  The structure of the bids tabulated herein were publicy opened, read, checked, and the above btds are correct. All recognized bids were accompanied maded low evaluated bidger  TOTAL BASE BID:  Wanufacture  RemCO INDISTRAES  ATLANTIC POWER SALES  TOTAL BASE BID:  ATLANTIC POWER SALES  ATLANTIC POWER SALES  ATLANTIC POWER SALES  ATLANTIC POWER SALES  THE STRUCT INDISTRAES  ATLANTIC POWER SALES  ATLANTIC POWER SALES  ATLANTIC POWER SALES  ST. G. 7. 2 G. 7 G. 7 G. 7 G. M. S. S. C. G. 7 G. 7 G. M. S. S. C. G. M. S. S. C. G. M. S. S. C. G. 7 G. M. S. S. C. G. M. S. S. C. G. 7 G. M. S. S. C. G. M. S. S.			CLIENT	CLIENT: TOWN OF SMITHFIELD, NC BROGDEN ROAD SUBSTATI ROJECT: RELAY CABINET	CLIENT: TOWN OF SMITHFIELD, NC  BROGDEN ROAD SUBSTATION OUTDOOR  PROJECT: RELAY CABINET	
TOTAL BASE BID:   C. J. S. S. CHWER SELES	BID SCHEDULE  BIA Security  TOTAL BASE BID:  TOTAL BASE BID:  Delivery Schodule (days)  Manufacturer  Manufacturer PRODUCTS  With regularities are noted under "Remarks."  **Aban Research Programment	2111 - 21.	BID TABULATION	PROJECT NO.: DATE:	15-8046-8011 May 26, 2016		
Secriment   Bid Security   Secriment   TOTAL BASE BID:   Collect   Secriment   Delivery Schedule (days)   Collect   Secriment   Collect   Secriment   Secriment	BIG Security  TOTAL BASE BID:  TOTAL BASE BID:  Mainufacturer  Mainufacturer  Warnufacturer  Treated and the above totals are correct. All recognized bids were accompanied by irregularities are noted under "Remarks."  **ALANTR: BEIG SECURITY POWER KENCO INDUSTRIES SCHWEITZER  **ALANTR: BEIG SECURITY PROPRIES SCHWEITZER  **ALANTR: BEIG			-	2	က	4
Delivery Schedule (days)         I Ear (Dec Trace)         3 4, 9/3 =         49, 137.00           Outdoor Relay Cabinet         TOTAL BASE BID:         \$4,082.00         34,873 =         49,137.00           Delivery Schedule (days)         (Cod/kg         35,672.00         3/4           Manufacturer PRODUCTS         PRODUCTS         SCHWEITZER	Bid Security  TOTAL BASE BID:  TOTAL BASE BID:  Manufacturer  Manufacturer  PRODUCTS  S. 24, 87.3 = 43, 137, 00  S. 4, 27.0 = 24, 87.3 = 43, 137, 00  S. 6.72, 00		BDSCHEDULE	LEKSON ASSOCIATES	KEMCOINDUSTRIES	ATLANTIC POWER SALES	KVA
TOTAL BASE BID: 35,672,00 S/4  Delivery Schedule (days) / Coulks / 90d S/4  Manufacturer PRODUCTS KEMCO INDUSTRIES SCHWEITZER	TOTAL BASE BID:    Delivery Schedule (days)   (Coulles 'Search 'Search' 'Se	Bid Schedule 1	Outdoor Relay Cabinet	34,082.00	25/8/75	43,137.00	
Manufacturer PRODUCTS KEMCO INDUSTRIES SCHWEITZER	Manufacturer PRODUCTS REMCO INDUSTRIES SCHWEITZER.  PRODUCTS  Insidav. May 26, 2016 the bids tabulated herein were publicly opened, read, checked, and the above totals are correct. All recognized bids were accompanied by irregularities are noted under "Remarks."  ALAN R. BEITH, PE  ALAN R. BEITH, PE			(Coulks	35,672,00 904	914	
	This is to certify that at 2:00 pm on Thursday. May 26. 2016 the bids tabulated herein were publicly opened, read, checked, and the above totals are corract. All recognized bids were accompanied by an acceptable check or bid bond. Any Irregularities are noted under "Remarks."  Remarks:  **LANN R. BEITH!-PE  **Tecommended low evaluated bidder			ELECTRICAL POWER PRODUCTS	KEMCOINDUSTRIES	SCHWEITZER	KVA
		Remarks:			ALANR	-BEITH,-PE	
		*** recomme	ended low evaluated bidder		Arigh.	ROSE, PC	



engineering for the future since 1960

June 02, 2016

Mr. Michael Scott Town of Smithfield 350 East Market Street Smithfield, North Carolina 27577

Subject:

Outdoor Relay Cabinet for the Brogden Road Substation Expansion Bid Evaluation and Recommendation

Dear Michael:

On Wednesday, May 25<sup>th</sup>, 2016, beginning at 2:00 pm, quotations were opened for a Relay Control Switchboard for the Brogden Road Substation Expansion, as per Schedule No. 1. Three (3) bids were received and evaluated. Each quotation was reviewed for accuracy, completeness and manufacturing capabilities. Based on our review, we feel all of the bid quotations received should be considered valid offerings. Enclosed is a bid tabulation for your review.

We were pleased with the competitive nature of the offerings, and the quantity of bids received. In our evaluation of the bids, the low bidder is Electrical Power Products, Inc. c/o Lekson Associates, with a total cost of \$34,082.00. Their quotation meets all the requirements of our specifications, including a reasonable delivery for the equipment. We have worked with Electrical Power Products, Inc. c/o Lekson Associates in the past and have found them to be a very reputable and professional manufacturer.

Therefore, we recommend The Town of Smithfield issue a purchase order to Electrical Power Products, Inc. c/o Lekson Associates, for the purchase of the Outdoor Relay Cabinet as per Bid Schedule 1 for a total of \$34,082.00.

Enclosed are the original proposals for your files. If I can provide additional information or assistance, please call me.

Sincerely,

**BOOTH & ASSOCIATES, LLC** 

Sold Lour

J. Todd Rouse, PE

cc: Ted Credle Rodney Johnson

jtr/mbs

Enclosures

15-8046-8011

## Town of Smithfield Town Council Action Form

<u>Item:</u> Downtown Smithfield Development Corporation (DSDC) Request to Refinance Streetscape Loan for a lower Interest Rate and Payment, and Consider Alternative Options on Arrears

Date of Meeting: July 12, 2016 Date Prepared: April 25, 2016

Staff Work By: Greg Siler, Finance Director Presentation: Regular Agenda

<u>Background:</u> See attached explanation (exhibit A) from Sarah Edwards, Executive Director of Downtown Smithfield Development Corporation (DSDC).

Summary: In 2006, at the request of DSDC, the Town of Smithfield borrowed \$250,000 for Streetscape improvements. The loan was to be repaid by DSDC over 30 years at 4.25 percent with annual payments of \$15,125.

In 2012 DSDC requested the Streetscape loan payments be forgiven for three years in exchange for much needed improvements to the Hastings House. According to meeting minutes Council opted to defer payment for one year instead (exhibit B). The Executive Director misunderstood Council's decision and conveyed to the DSDC Board that their request to forgive the payments for three years was approved.

Finance Director, Greg Siler, discovered the discrepancy earlier this year and requested DSDC to make good on payments missed. The DSDC has responded with three options (exhibit A):

- 1. Forgive the missed payments, recognizing the value added to Town property (Hastings House) through DSDC's improvements.
- 2. Add the missed payments to the end of the loan and reduce the rate of interest, thereby reducing the amount of the annual payment.
- 3. Have DSDC pay the missed payments, then reduce the rate of interest and lower the remaining payments.

Note: The Town of Smithfield paid off the Streetscape loan in January of 2016 (21 years early), at the request of the Finance Director, to save the Town some \$112,500 in interest expense.

Attachments: Exhibit A – Letter of Explanation from DSDC's Executive Director

Exhibit B – June 11, 2012, Meeting Minutes Excerpt Responding to DSDC Request to Forgive Three Annual Payments

**Action Requested**: Consider the three options recommended by DSDC.



April 19, 2016

Town of Smithfield PO Box 761 Smithfield, NC 27577

Re: DSDC Streetscape Loan

Dear Mayor and Council,

After submitting our annual payment of \$15,125 for the USDA streetscape loan to the Town on February 3, 2016, Finance Director Greg Siler discovered that the DSDC had missed two payments. This delinquency was purely accidental, and the result of a misunderstanding.

Those of you who were on the Council at the time may recall that, at the May 30, 2012 budget session, former DSDC Executive Director Chris Johnson requested that the Council forgive the DSDC's streetscape payments for three years. This money would instead be used to make much needed improvements at the Hastings House to improve its appearance and ensure its safety in advance of the 150<sup>th</sup> anniversary of the Civil War here in Smithfield, when events would be held at the Hastings House. As a reminder, the Town owns the Hastings House, and allows the DSDC to rent it for \$1 per year. No action was taken at that meeting. At the next meeting on June 11, 2012, former Town Manager Paul Sabiston asked for direction from the Council concerning the request made by Johnson. Mayor Pro-Tem Ashley recommended that Chris Johnson report to the Council on how the money was being spent on the Hastings House project. According to the meeting's minutes, Councilman Moore made a motion, seconded by Councilman Ogburn, to defer the USDA loan repayment by the Downtown Smithfield Development Corporation for one year. Mayor Pro-Tem Ashley, Councilmen Crocker, Harris, Moore, Ogburn and Charles A. Williams voted for. Councilman Charles E. Williams voted against. Motion passed 6-1. Chris Johnson's recollection was that the Council voted in favor of his initial request of a three-year forgiveness of the loan rather than a one-year deferment, and any later action was based on the understanding that the DSDC had \$45,375 to spend on Hastings House improvements.

In the years since the request was made to Council, much work has been done. The first and second floor porches were completely rebuilt while keeping intact important

200 South Front Street • Smithfield, North Carolina 27577 • (919) 934-0887

architectural features, and the contractor indicated that the second-floor porch likely would've fallen in soon because of previous improper repairs. This work was done at a cost of \$16,828. The original wood windows, which had some broken panes, had been painted over many times and screwed shut, were removed, repaired, and reinstalled at a cost of \$19,842. Finally, the windows (interior and exterior) were painted, and the exterior was painted after the prior layers of lead based paint were encapsulated at a cost of \$15,463.59. The total spent on those three projects was \$52,133.59. Please note that the DSDC also received a grant from the Johnston County Tourism Authority Capital Grants program, which funded the difference.

In addition to the work mentioned above, the DSDC has spent approximately \$16,000 since it moved into the Hastings House in 2008 for various other work, including roof repair and painting, interior and exterior painting, and the refinishing of the original hardwood floors.

The DSDC understands that a mistake was made along the way, and we would like to work with the Council to identify the best way to right the wrong. We have identified several possible solutions, detailed below.

- 1. The Town could forgive the delinquent payments, recognizing the value added to the Town's property through the DSDC's improvements.
- 2. At its March 1, 2016 meeting, the Council approved the early pay-off of the streetscape loan in the amount of \$220,320, which will result in a savings of \$112,430 over the next twenty-two years. We would appreciate it if the Council would consider refinancing the DSDC's payments to pass on the Town's savings. As part of the refinance, the total of the delinquent payments and the principal that has already been paid off could be divided among the remaining twenty-two years of the initial loan period, or another mutually beneficial payment agreement could be developed.
- 3. The DSDC could make the delinquent payments to bring the account current. Again, we would appreciate it if the Council would consider refinancing the balance in order to share its savings with the DSDC.

The DSDC apologizes that this mistake was made, and appreciates the Council's consideration of this request. Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Sarah Edwards
Executive Director

1280 >--

200 South Front Street • Smithfield, North Carolina 27577 • (919) 934-0887

#### **Greg Siler**

From:

Shannan Williams

Sent:

Monday, April 25, 2016 8:35 AM

To:

Greg Siler

Subject:

Minutes

Excerpt of June 11, 2012 approved minutes.

Town Manager Paul Sabiston asked for direction from the Council concerning the request made by Chris Johnson Executive Director of the Downtown Smithfield Development Corporation on the three-year waiver of the repayment of a USDA loan that was used to pay for streetscape projects. It was the recommendation of Mayor Pro-Tem Ashley that Chris Johnson report to the Council on how the money is being spent on the Hastings House project.

Councilman Moore made a motion, seconded by Councilman Ogburn, to defer the USDA loan repayment by the Downtown Smithfield Development Corporation for one year. Mayor Pro-Tem Ashley, Councilmen Crocker, Harris, Moore, Ogburn and Charles A. Williams voted for. Councilman Charles E. Williams voted against. Motion passed 6-1.

Shannan L. Williams, CMC, NCCMC

Shavar Williams

Town Clerk

Town of Smithfield

PO Box 761/350 East Market Street

Smithfield, NC 27577

Phone: 919.934.2116 ext. 1108

Fax: 919.989.8937

## Memo

To:

Michael Scott, Town Manager

From:

Jim Freeman

CC:

Greg Siler, Finance Director

Shannan Williams, Town Clerk

Date:

8 June 2016

Re:

Smithfield 2005-07 Streetscape Project - USDA Loan Expenditure

Accounting

In reference to Council's May Meeting request for staff "...to have an accounting and history of the Streetscape loan to include the proposed project and how the funds were spent...." please find summarized recent research regarding said FY 2007-08 closed out project. The conducted research was undertaken by Finance Director Greg Siler, Town Clerk Shannan Williams and myself. Due to a number of past years since project closeout, retrieval of some past stored files/records were not possible.

#### **General Project Overview**

Prior to the Town securing (2006) a \$250,000 USDA loan to supplement an underway Downtown Streetscape Project, the Downtown Smithfield Development Corporation (DSDC) fully lead coordination and sought financing for said project. The 2003 initial project scope, involved DSDC to pursue a NCDOT Enhancement Grant (\$249,500) and Town contribution of remaining closed-out Downtown Underground Project funds (\$61,100) for sidewalk replacement and plantings along 3<sup>rd</sup> Street and Market St...noted later that the Town's contribution increased to \$65,000. Project budget estimates at the beginning plan stage ranged from \$295,080 to \$307,000.

It was on February 6, 2003, when NCDOT corresponded its award of Enhancement Grant funding to DSDC in an amount of \$249,500. However, the actual NCDOT grant agreement needed to be executed (September 2003) by NCDOT, Downtown Smithfield Development Corporation and Town of Smithfield.

Later, DSDC's initiated a request to NCDOT, and NCDOT approved (October 8, 2004) extending the project construction completion until September 22, 2006.

It seems that around the late 2004-05 time period, the Town took on a more active role in the project. More specific Town and DSDC project planning/implementation discussion details regarding such role reversal among staff were not found in the records. Therein, On September 16, 2005 the Town corresponded, due to an engineer (Wetherill Engineering) noted potential project cost concern, a reduced project scope modification from NCDOT prior to January 2006 bidding. NCDOT did on December 7, 2005 approve such reduced project scope modification without reducing their grant and the project was bid. Unfortunately, when January 18, 2006 construction bids came in, costs were still too high....concrete cost exceeded pre-bid engineer estimates. Also, it was noted that prior to project bid advertisement (December 2005), DSDC secured a \$200,000 KS Bank loan in their name in anticipation to cover project budget costs, including related design/planning activities that may incurred prior to NCDOT grant award (2003). Per a January 24, 2006 DSDC email, to the Town, including Council, referencing the high bid, a report on how the project could move forward was provided. The project was re-bid for a February 9, 2006 opening and Town accepted the received low construction bid (\$356,874) at its February 21, 2006 meeting.

Meanwhile during same time frame, DSDC and Town discussions were underway with USDA-RD as to pursuing project loan refinancing on the recent secured DSDC project loan...was not in Town's name. The reasoning was noted in a DSDC December 20, 2005 email which in part stated, "...DSDC already has a \$200,000 20-year loan with KS Bank at 7.5% interest locked in for 7 years. We are hoping to cut that rate through the USDA and get a 30-year loan at 4.25% to cover the cost not provided through the Enhancement Grant and the Town's 20% match for the grant." However, USDA-RD required that only the Town could apply and enter into a project financing arrangement with USDA-RD. Thereby, in order to move the project forward, it was understood that DSDC would assist the Town in preparing a \$250,000 USDA-RD's loan application on the Town's behalf. Furthermore, a modified project budget needed to be submitted and the Town acknowledge managing (financially) the project. Therefore the Town's USDA-RD application project financing budget submitted (December 16, 2005) follows:

Federal Loan Funding	\$250,000
Town Contribution	\$ 65,000
Other (NCDOT)	<u>\$245,000</u>
Total	<u>\$560,000</u>

Also the USDA-RD application required a project scope and location on where the total \$560,000 budget would be expended. Per December 19, 2005 Federal USDA – RD Loan documents, related project activity costs were described to be undertaken by Phases and identified as follows:

- Phase I Streetscape encompasses Market Street from the Neuse River Bridge to Fifth Street, Johnston Street from Front Street to Fourth, and Third Street from Bridge Street to Church Street; and
- Phase II Streetscape includes Front and First Street from Bridge Street to Johnston Street, Second Street from Bridge to Johnston Street, and Bridge Street from Front Street to Fifth Street; and
- Phase III Streetscape completes the project by enhancing Fourth Street from Bridge Street to Johnston Street, and Fifth Street from Bridge Street to Johnston Street.

Eligible project NCDOT Enhancement Grant funded (\$245,900) activities (reimbursable) were to be restricted to related survey/design, environmental documentation, Right-of Way certification, sidewalk pavement, street lamps, trash receptacles, planters, traffic poles/arms and pedestrian walks occurring after grant award. Project eligible USDA-RD Loan (\$250,000), activities were to be restricted to pedestrian crosswalks, stamped decorative sidewalks, curbs, ornamental lighting, trash receptacles, and benches and were to incur within the existing project right-of-way.

Also per USDA-RD January 25, 2006 correspondence, USDA-RD informed the Town that USDA-RD Loan proceeds could not be used towards payment of related project engineering/design activities. The Town of Smithfield's local \$65,000 contribution into the project budget fund incurred and/or supplemented project related activities which were not NCDOT or USDA-RD eligible for funding.

After the Town conducted a required February 21, 2006 Public Hearing on the USDA-RD \$250,000 loan application, USDA-RD approved such loan and a December 7, 2006 USDA/Town installment & Finance Contract was executed. Sometime prior to project completion, budget amendments increased the project from \$560,000 to \$575,227...satisfied USDA-RD and NCDOT closeout. Those additional budgeted revenue sources were identified as increased Town contribution from \$65,000 to \$79,327 and a NCDOT grant budget correction from \$245,000 to \$250,900.

In a related project matter, Town Council was approached at its October 3, 2006 meeting to consider expending \$80,000 to continue sidewalk replacement along Third Street. After discussion, the Town tabled/postponed action to

consider at this time. According to further search of Town records, it appeared this matter did not come back for any action.

#### **Conclusion Summary**

Based solely upon available records and general conversation with some who were involved with the past project activities, the following summation was reached:

- Prior to USDA-RD 2006 approving the Town's \$250,000 USDA-RD loan application for the Downtown Streetscape Project, the Town was not financially accountable nor were retained expenditure records found for the project; and
- Upon the Town's USDA-RD project involvement phase, a general ledger account review listed project vendor expenses (totaled \$575,227.33) which appeared consistent with USDA-RD and NCDOT project eligible reimbursement; and
- The Town complied with said USDA-RD January 2006 corresponded condition to not use USDA-RD loan proceeds towards project design/planning activities; and
- There were no USDA-RD and NCDOT corresponded record findings of project close out concerns; and
- Granted there were many project hurdles, however, it is of opinion that in the end, both the Downtown Smithfield Development Corporation and Town of Smithfield successfully partnered in turning the Downtown Streetscape project into reality.



### Request for City Council Action

Business Purchase Agenda of

**Item:** Property
Date: July/1/2016

**Subject:** Purchase of Property at 116 South 5<sup>th</sup>, Smithfield NC

**Department:** General Government **Presented by:** Mike Scott/ Bob Spence

Presentation: Yes

#### **Issue Statement**

During previous discussions with the Town Council, Town staff was given authority to negotiate the purchase of property at 116 South 5<sup>th</sup> Street, Smithfield NC. The Town Manager has met with the property owner and has negotiated a price of \$25,000 to purchase the property in its present condition. Demolition of the house and outbuilding must take place on the property as soon as is feasible, after taking ownership. It is recommended the Town purchase the property, as 116 South 5<sup>th</sup> Street shares property boundaries on all sides with Town owned property. The property would be necessary for future expansion of the police department or to add additional parking for either the police or fire personnel.

#### **Financial Impact**

\$25,000 plus additional demolition fees to be determined as less than \$10,000.

#### **Action Needed**

Approve purchase of property at 116 South 5<sup>th</sup> Street, Smithfield NC for a price of \$25,000.

#### Recommendation

Purchase the property at 116 South 5<sup>th</sup> Street for a price of \$25,000 and authorize Town Staff to seek bids for demolition of the house and outbuilding and proceed with demolition if low bidder is less than \$10,000.

Approved: ☑ City Manager ☑ City Attorney

Attachments:

Additional Information may be provided by Town Attorney.



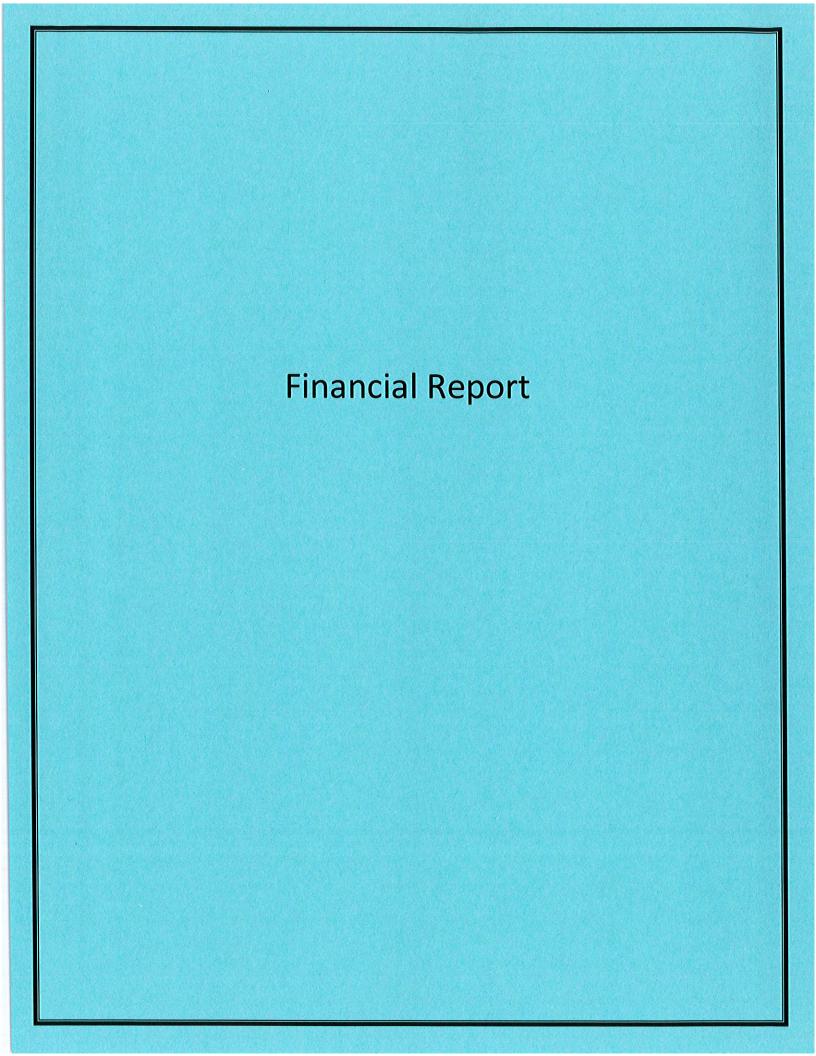
Business Purchase Agenda of Item: Property

During previous discussions with the Town Council, Town staff was given authority to negotiate the purchase of property at 116 South 5<sup>th</sup> Street, Smithfield NC. The Town Manager has met with the property owner and has negotiated a price of \$25,000 to purchase the property in its present condition. Demolition of the house and outbuilding must take place on the property as soon as feasible, after taking ownership. It is recommended the Town purchase the property, as 116 South 5<sup>th</sup> Street shares property boundaries on all sides with Town owned property. The property would be necessary for future expansion of the police department or to add additional parking for either the police or fire personnel.

Money was originally placed into the police department budget (\$35,000) for matching funds for two traffic officers. The Town has since received notice that the department was not successful in its grant application. A budget amendment accompanies this request to use this \$35,000 for the purchase of the 116 South 5<sup>th</sup> Street property and the necessary demolition of the buildings there on.

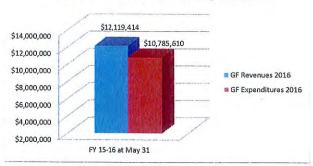
## BUDGET AMENDMENTS July, 2016

1.	Expenditures						
	10-5100-0201 Police - Traffic Grant Team/Equip	\$	35,000	\$	(35,000)	\$	-
	10-5100-7400 Police - Capital Outlay		<u> 154,500</u>	_	35,000		189,500
		<u>\$</u>	<u> 189,500</u>	\$	<del>-</del>	<u>\$</u>	189,500
To	fund the purchase and demolition of property (116 S. Fifth	Street) ne	ext to police	e dep	artment		
API	PROVED: M. Andy Moore, Mayor						
VE	RIFIED:						
	Shannan Williams, Town Clerk						

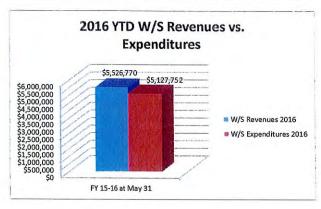


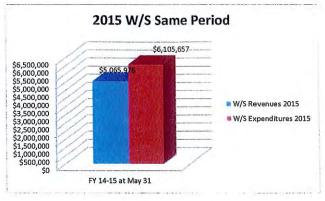
#### Town of Smithfield Revenues vs. Expenditures

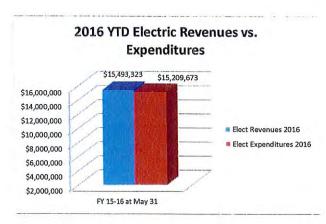
#### 2016 YTD GF Revenues vs. Expenditures

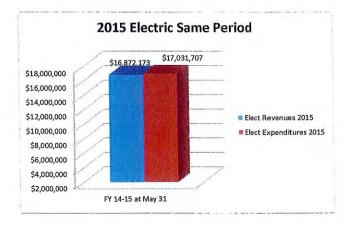












### TOWN OF SMITHFIELD MAJOR FUNDS FINANCIAL SUMMARY REPORT

May 31, 2016

Gauge: 11/12 or 91.67 Percent

91.67%

	GENE	RAL FUND				
Revenues	Frequency	Actual FY '14-5	Budget FY '15-16	1000	tual to Date FY '15-16	YTD % Collected
Current & Prior Year Property Taxes	Monthly	\$ 5,609,217	\$ 5,499,200	\$	5,593,522	101.72%
Motor Vehicle Taxes	Monthly	552,153	425,000		485,549	114.25%
Utility Franchise Taxes	Quarterly	1,018,994	810,000		760,576	93.90%
Local Option Sales Taxes	Monthly	2,131,536	1,990,000		1,636,411	82.23%
Aquatic and Other Recreation	Monthly	827,203	829,400		750,829	90.53%
Sanitation	Monthly	1,303,621	1,326,200		1,117,840	84.29%
All Other Revenues		1,571,522	1,281,581		1,348,435	105.22%
Loan Proceeds		140,000	182,000		182,800	100.44%
Transfers (Electric and Fire Dist.)		373,542	397,542		243,452	61.24%
Fund Balance Appropriated			687,387			0.00%
Total		\$13,527,788	\$ 13,428,310	\$	12,119,414	90.25%

Expenditures		tual '14-5	1	Budget TY '15-16	tual to Date FY '15-16	YTD % Spent
General GovGoverning Body	_	16,851	\$	287,783	\$ 293,467	101.98%
Non Departmental	1,1	21,506		1,253,919	738,189	58.87%
Debt Service		12,677		1,851,733	1,829,086	98.78%
Finance		59,910		135,812	109,590	80.69%
Planning	3	05,466		412,220	291,907	70.81%
Police		32,824		3,575,974	2,871,735	80.31%
Fire	1,4	10,974		1,378,921	1,120,210	81.24%
EMS		932		-	-	#DIV/0!
General Services/Public Works	4	97,970		494,969	424,840	85.83%
Streets	8	18,543		547,975	404,593	73.83%
Motor Pool/Garage		84,380		93,954	72,142	76.78%
Powell Bill		-		300,700	360,241	119.80%
Sanitation	9	92,876		1,095,415	910,451	83.11%
Parks and Rec	7	62,054		813,017	574,880	70.71%
SRAC	8	90,791		972,498	784,279	80.65%
Contingency (Previously Part Of Gen Gov)				213,420	-	0.00%
Appropriations/Contributions		-				0.00%
Total	\$11,8	307,754	\$	13,428,310	\$ 10,785,610	80.32%

YTD Fund Balance Increase (Decrease)

91.67%

Revenues		Actual	Budget	tual to Date	YTD %
	~	FY '14-5	 FY '15-16	 FY '15-16	Collected
Water Charges	\$	2,044,310	\$ 2,144,580	\$ 1,752,480	81.72%
Water Sales (Wholesale)	\$	702,966	\$ 670,000	\$ 706,143	105.39%
Sewer Charges		2,700,929	2,811,738	2,416,955	85.96%
Tap Fees		15,312	16,000	15,235	95.22%
All Other Revenues		40,485	10,500	19,457	185.30%
Loan Proceeds		415,735	510,000	616,500	120.88%
Fund Balance Appropriated		- 1	541,951	-	0.00%
Total	\$	5,919,737	\$ 6,704,769	\$ 5,526,770	82.43%

Expenditures	Actual FY '14-5	1	Budget FY '15-16	tual to Date FY '15-16	YTD % Spent
Water Plant (Less Transfers)	\$ 2,013,752	\$	2,304,817	\$ 1,576,217	68.39%
Water Distribution/Sewer Coll (Less Transfers)	4,833,120		4,067,161	3,403,704	83.69%
Transfer to General Fund	110,404		4	2	#DIV/0!
Transfer to W/S Capital Proj. Fund	-		÷	-	#DIV/0!
Debt Service	174,443		149,466	147,830	98.91%
Contingency	-		183,325	-	0.00%
Total	\$ 7,131,719	\$	6,704,769	\$ 5,127,751	76.48%

Revenues	Actual FY '14-5	Budget FY '15-16	200	ctual to Date FY '15-16	YTD % Collected
Electric Sales	\$19,144,269	\$ 17,244,400	\$	15,025,657	87.13%
Penalties	440,314	375,000		422,883	112.77%
All Other Revenues	249,365	41,000		44,783	109.23%
Loan Proceeds	75,600	-		_	
Fund Balance Appropriated		1,598,667			
Total	\$19,909,548	\$ 19,259,067	\$	15,493,323	80.45%

	Actual	Budget	Actual to Date	YTD %	
Expenditures	FY '14-5	FY '15-16	FY '15-16	Spent	
Administration/Operations	\$ 1,935,179	\$ 2,133,025	\$ 1,787,224	83.79%	
Purchased Power	15,914,155	14,200,000	11,271,384	79.38%	
Debt Service	377,579	366,240	367,876	100.45%	
Capital Outlay	283,015	366,000	189,647		
Contingency		568,745			
Transfers to Electric Capital Proj Fund		1,231,515	1,200,000		
Transfer to Water Capital Improvement Fund		150,000	150,000		

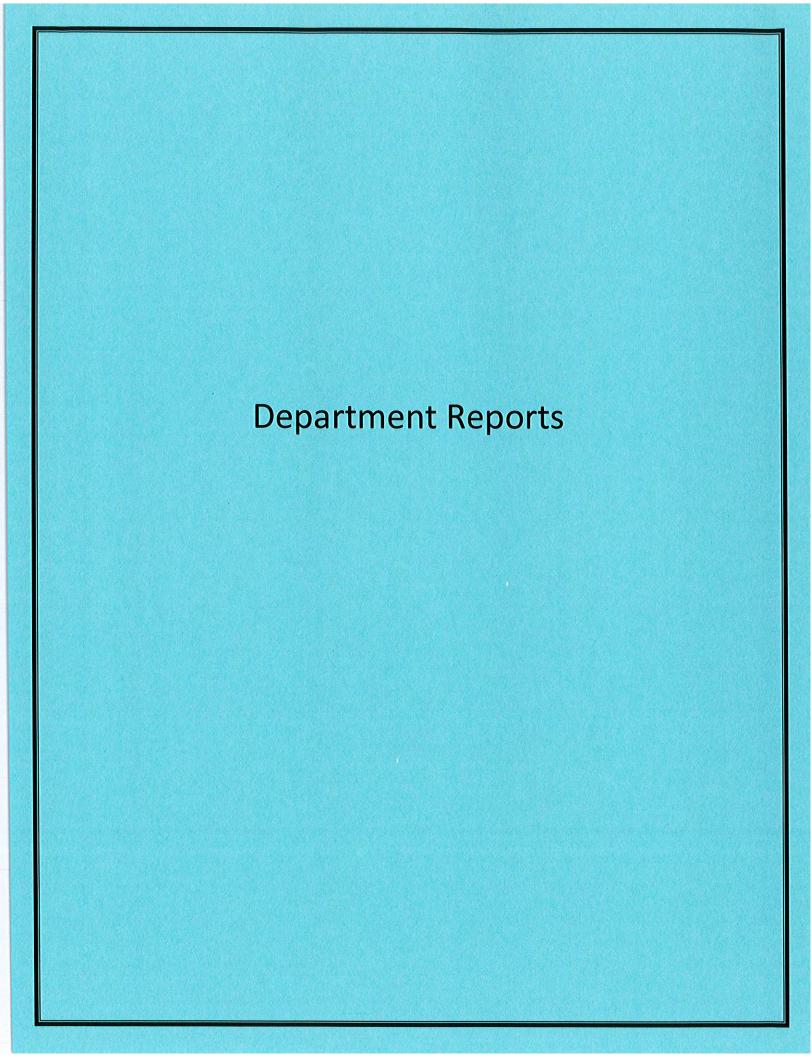
Transfers	to	General	Fund
Total			

243,542	 243,542	243,542	100.00%
\$18,753,470	\$ 19,259,067	\$ 15,209,673	78.97%

	CASH AND INV	ESTMENTS		
General Fund (Includes P. Bill)	7,960,700	94 • 9a	1 1 2 1 an 1 1 2 an 1 2 an 1 an 1 an 1 a	
Water and Sewer Fund	4,057,764			Interest Rate
Eletric Fund*	7,347,224			
Capital Project Fund: Wtr/Sewer (45)	195,067	1st CITIZENS	14,635,994	0.20%
Capital Project Fund: General (46)	572,204	NCCMT	2,243,560	0.500%
Capital Project Fund: Electric (47)	1,168,591	STIFEL	26,261	Market
Firemen Relief Fund (50)	169,716	KS BANK	3,612,802	.2, .65, &.7
Fire District Fund (51)	202,235	FOUR OAKS	1,290,135	0.60%
JB George Endowment (40)	135,251	PNC BANK	-	0.00%
Total	\$21,808,752	•	\$ 21,808,752	_

<sup>\*</sup>Plug

Account Balances Confirmed By Finance Director on 6/15/2016





### Memo

To: Mike Scott, Town Manager

From: William W. Dreitzler, P.E., Town Engineer

**Date:** June 20, 2016

Re: June Engineer's Staff Report

Please consider my staff report for June 2016:

#### PARKS AND RECREATION DEPARTMENT:

#### Children's Inclusion Park and Miracle Field

We continue to work to lower the project cost through value engineering, labor donations and material donations. We have had multiple meetings and discussion internally, with the engineering consultant, Withers & Ravenel, and with the contractor, Burney and Burney. The original base bid amount was \$605,000. However, this base bid did not include the asphalt base for the ball field or the artificial turf installation. When these tasks were added to the scope, the new base bid was \$782,452.51. We are working from a maximum budget amount of \$750,000 and at that level we would have no contingency in the project and potentially little to no funds for playground equipment. The target project construction cost was \$650,000.

On May 31, 2016 I received an amended quote from Burney and Burney of \$593,089. This quote was to remove the following items from their scope of services: miracle league field asphalt base, miracle league field stone base, clearing and grubbing, and ball field fencing. I did not believe the May 31<sup>st</sup> revised quote gave sufficient credit for removing the stone base for the ball field, clearing and grubbing, and the ball field fencing. After further discussions, Burney & Burney submitted a quote of \$576,000. When we add back the artificial turf, stone base, asphalt base, clearing and grubbing (donated – no cost), and the ball field fencing the project cost is reduced to approximately \$734,000. Although we have found ways to reduce the project cost by over \$48,000 it is still a total cost that leaves very little contingency and potentially no funds for the playground equipment. We are waiting to hear word regarding potential donations of concrete and/or stone to further reduce the total project cost.

#### Smith Collins Park Drainage

I completed an initial site evaluation of the drainage conditions at Smith Collins Park on Thursday, June 2, 2016 at the request of Gary Johnson. The site was dry at the time of my inspection. Of note was a ditch that was recently installed along Blount Street side of the park. Furthermore, I did verify an underground storm drainage system along the northeastern corner of the site within Martin Luther King Jr. Drive. The site is extremely flat and located entirely within the FEMA 100-year floodplain. It does not appear that the ditch along the northern border of the park property has sufficient depth to be useful. Again, this was an initial evaluation. I will be field checking grades and continuing my assessment to determine what feasible improvements can be made to the overall park drainage.

#### PLANNING DEPARTMENT:

#### **Outlet Center Drive Drainage**

We have received 2 quotes for the proposed drainage improvements to date and are working to secure a 3<sup>rd</sup> quote. Received to date is:

J.P. Edwards: \$33,451.00

Pacos Construction Co., Inc.: \$29,078.00

The Pacos quote is based on 840 linear feet of concrete gutter. A field measurement verification of the length will be done this week. The Pacos quote includes a cost of \$30.45/LF of concrete gutter adjustment for any length over the 840 linear feet.

#### Smithfield Crossing Screen Wall

I met with Mr. Ed Etheridge at his office in Wilson, NC on Wednesday, June 15, 2016. We had a lengthy but productive conversation. In summary, Mr. Etheridge is amenable to providing us with a permanent sidewalk easement to allow for the installation of the screen fencing 7-feet behind the existing back of curb. This will allow for the future installation of a 5-foot sidewalk. He asked that I confirm that the potential sidewalk easement would not in any way impact any proposed development on the two lots along the north side of Smithfield Crossing that abut the Pine Bluff neighborhood. He also indicated he would need to confer with his business partners. For his part, Mr. Etheridge requested renewed discussion with regards to traffic ingress/egress patterns that he indicated have negatively impacted his property and resulted in numerous lost sales to potential commercial/retail establishments. I have begun an internal engineering evaluation of the roadway system and traffic patterns for the outlet center area and will provide recommendations for discussion to the town manager upon completion.

#### Powell Bill

The Powel Bill mapping (if roads added or deleted) and the certified statement is due no later than July 21, 2016. I will be providing support as requested.

#### PUBLIC WORKS DEPARTMENT:

#### Miscellaneous Drainage

Coordinating with Lenny Branch and Russell Renfrow I have provided site evaluations of multiple drainage issues on an as requested basis. I am only including a detailed description for those locations that involve interaction with the public or a more detailed analysis than an individual site assessment.

#### 2006 Pavement Condition Survey

I am in the process of providing a street pavement condition evaluation of 55 street sections listed in the Pavement Condition Study as having a Pavement Condition Rating (PCR) ranging from 63 to 69. As of the writing of this staff report I have completed field assessments and a pavement condition field report for a little over half the 55 street locations. The report will compare the 2006 Pavement Condition Survey rankings of the 55 streets with my assessment based on the 2016 condition. Based on findings, I will be able to recommend whether we should consider having a new Pavement Condition Survey prepared or if we should continue to utilize the 2006 survey to prioritize street resurfacing each fiscal year. I currently anticipate completion of the assessment sometime in August 2016.

Sincerely,

William W. Dreitzler, P.E.

Town Engineer



#### **FINANCE DEPARTMENTAL REPORT FOR MAY, 2016**

#### **SUMMARY OF ACTIVITIES:**

Daily Collections/Property Taxes/Other	\$3,618,412
Franchise Tax	
Sales & Use Tax	170,384
Powel Bill	0
Total Revenue	\$3,788,796

Expenditures: General, Water, Electric and Firemen's Fund..... \$2,804,799

#### FINANCE:

- Compiled and submitted monthly retirement report on 5/31/2016
- Issued 92 purchase orders
- Processed 811 vendor invoices for payment and issued 380 accounts payable checks
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll taxes on 5/6/2016 and 5/20/2016
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Billed \$1,370 for upcoming Fiscal Year privilege licenses
- Collected \$5 on past due privilege license fees. **NOTE**: This brings the total collected to \$9,878.50. The past due collections are the result of mailing some 284 past due notices to local businesses. Approximately 40 second notices were sent.
- Processed 11 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$32,493 (EMS = \$6,339; SRAC = \$9,059; Utility= \$16,668; and Other = \$427).
- Invoiced five (5) grave openings for a total of \$3,500

#### FINANCE DIRECTOR

- Attended Town Council regular meeting on May 3, 2016. Prepared and presented two agenda items (annual audit agreement and budget amendments)
- Attended budget meetings on May 9,12,16,18 and 23, 2016
- Attended Department Head Staff meeting on May 3, 2016
- Met with Gary Hartong of Wooten and Co., Inc. to review Water/Sewer Rate Study
- Prepared and requested loan draw from Four Oaks Bank of \$80,910.47 on May 10, 2016
- Requested and requested loan draw from First Citizens Bank of \$63,338 on May 11, 2016
- Prepared and requested loan draw from Four Oaks Bank Bank of \$185,375.64 on May 20, 2016
- Met with Utility Director and David Harris (Consultant) to discuss Booker Dairy Road Project financing on May 19, 2016
- Invoiced Smithfield Housing Authority for resource officer(s)
- Prepared for Auditor, Petway, Mills and Pearson, initial site visit scheduled for June 1, 2016



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 - 2016**

2010	May	Calendar Year to date		
Town Council				
Rezoning	0	1		
Conditional Use	1	5		
Ordinance Amendment	0	0		
Major Subdivisions	0	0		
Annexations	0	0		
Special Events	4	8		
Planning Board				
Rezoning	0	1		
Condition Use	0	4		
Ordinance Amendment	0	0		
Subdivisions	0	0		
Annexations	0	0		
Board of Adjustment				
Variance	1	2		
Admin Appeal	0	0		
<b>Historic Properties Commission</b>				
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 May 2016

		Permit Fees	Permits Issued
Site Plan	Minor Site Plan	225.00	6
Zoning	Land Use	<u>700.00</u>	<u>7</u>
Zoning	Sign	150.00	3
	Total:	1,075.00	16
	Fiscal YTD Total:	18.337.50	228

Z16-000064	Zoning	Land Use	Xtra Mile Motors	528A West MARKET Street
Z16-000065	Zoning	Land Use	Carroll Cottle Farms	724 North BRIGHTLEAF Boulevard
Z16-000066	Zoning	Land Use	JoCo Technology Services	110 East JOHNSTON Street
Z16-000067	Zoning	Land Use	Warren's Auto Sales	813 South Brigthleaf Boulevard
Z16-000068	Zoning	Land Use	Wal-Mart	1299 North BRIGHTLEAF Boulevard
SP16-000020	Site Plan	Minor Site Plan	Agricultural Building	1450 BROGDEN Road
Z16-000070	Zoning	Land Use	Mattress Firm	1213 North BRIGHTLEAF Boulevard
Z16-000071	Zoning	Sign	Mattress Firm	1213 North BRIGHTLEAF Boulevard
Z16-000069	Zoning	Sign	Kumba's African Braids	817 South BRIGHTLEAF Boulevard
Z16-000072	Zoning	Land Use	A&A Upholstery	3 HAZELWOOD Court
Z16-000073	Zoning	Land Use	GL Construction	937 North BRIGHTLEAF Boulevard
SP16-000021	Site Plan	Minor Site Plan	Attached Deck	53 WHITE OAK Drive
SP16-000022	Site Plan	Minor Site Plan	In Ground Swimming Pool	1869 FIRETOWER Road
SP16-000023	Site Plan	Minor Site Plan	Fence	1205 South VERMONT Street
SP16-000024	Site Plan	Minor Site Plan	Attached deck addition	709 South Third Street
SP16-000025	Site Plan	Minor Site Plan	SFD addition	410 South FIFTH Street
Z16-000074	Zoning	Sign	Storage Pros	36B Edgerton Street



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

Fax: 919-934-1134

#### **CODE COMPLIANCE MONTHLY REPORT 2016**

	May-16	Calendar Year To date
Written Violations	216	662
Resolved Violations	224	657
On Site Meetings	155	540
Temporary Signs Violations	185	687
Temporary Signs Removed	185	687
Comdemned Structures Removed	1	4
Community Volunteers	30	190
Families Helped By Helping Hand Volunteers	10	50
ADA Compliant Ramps Built By Volunteers	2	16



#### TOWN OF SMITHFIELD POLICE DEPARTMENT MONTHLY REPORT MONTH ENDING May 31, 2016

#### I. STATISTICAL SECTION

Month Ending May 31, 2016	May-16	May-15	Total 2016	Total 2015	YTD Difference
Calls For Service	1724	2030	8385	8968	- <b>5</b> 83
Incident Reports Completed	204	172	980	817	163
Cases Closed	170	170	855	908	-53
Accident Reports	69	85	362	368	-6
Arrest Reports	151	120	676	601	75
Burglaries Reported	17	9	65	35	30
Drug Charges	33	27	152	148	4
DWI Charges	12	5	50	42	8
Citations Issued	211	291	1127	1361	-234
Speeding	28	68	276	333	-57
No Operator License	61	68	239	335	-96
Registration Violations	4	41	66	181	-115

#### II. PERSONNEL UPDATE

Two police officer vacancy remains within the department. Two backgrounds are currently being worked on for new officers. One officer remains on light duty due to an off duty injury. Chief's Position is currently vacant.

#### III. MISCELLANEOUS

Mandatory in-service training was continued in April. The police department is continuing to look for property since the deal for 918 Blount Street could not be completed. Officer Barbour and the Interim Chief attended a community meeting at Mt. Zion Church during the month of April. The department's new patrol cars have arrived and will be in service shortly.

#### REPORTED UCR OFFENSES FOR THE MONTH OF MAY 2016

PART I CRIMES	2015 0 0 1 0 1 13 14 9 9 0 0 40	2016 0 3 0 0 0 10 13	+/- 0 3 -1 0 -1 -3	N.C. N.C. -100% N.C. -100% -23%	2015 0 2 5 0 5 24	0 4 6 0 6 25	0 2 1 0 1 1	nanged  N.C. 100% 20% N.C. 20% 4%
RAPE ROBBERY Commercial Individual ASSAULT  * VIOLENT *  BURGLARY Residential Non-Resident. Commercial	0 1 0 1 13 14 9 9	3 0 0 0 10 13	3 -1 0 -1 -3	N.C. -100% N.C. -100% -23%	2 5 0 5 24	4 6 0 6 25	2 1 0 1	100% 20% N.C. 20%
ROBBERY Commercial Individual ASSAULT  * VIOLENT *  BURGLARY Residential Non-Resident. Commercial	1 0 1 13 14 9 9 0 0	0 0 0 10 13	-1 0 -1 -3	-100% N.C. -100% -23%	5 0 5 24	6 0 6 25	1 0 1	20% N.C. 20%
Commercial Individual ASSAULT  * VIOLENT *  BURGLARY Residential Non-Resident. Commercial	0 1 13 14 9 9 0	0 0 10 13	0 -1 -3	N.C. -100% -23%	0 5 24	0 6 25	0	N.C. 20%
Individual ASSAULT  * VIOLENT *  BURGLARY Residential Non-Resident. Commercial	1 13 14 9 9 0 0	0 10 13	-1 -3	-100% -23%	5 2 <b>4</b>	6 25	1	20%
* VIOLENT *  BURGLARY Residential Non-Resident. Commercial	13 14 9 9 0 0	10 13 16	-3	-23%	24	25		
* VIOLENT *  BURGLARY  Residential  Non-Resident.  Commercial	14 9 9 0	13 16					1	4%
BURGLARY Residential Non-Resident. Commercial	9 9 0 0	16	-1	-7%	31	_		
Residential Non-Resident. Commercial	9 0 0					35	4	13%
Non-Resident. Commercial	0 0	4	7	78%	34	62	28	82%
Commercial	0	О	-3	-33%	26	30	4	15%
	=	4	4	N.C.	5	12	7	140%
LARCENY	40	6	6	N.C.	3	20	17	567%
TI III CONT	40	67	27	68%	224	267	43	19%
AUTO THEFT	1	1	0	0%	6	11	5	83%
ARSON	0	0	0	N.C.	0	2	2	N.C.
* PROPERTY *	50	84	34	68%	264	342	78	30%
PART I TOTAL:	64	97	33	52%	295	<b>3</b> 77	82	28%
PART II CRIMES								
Drug	20	37	17	85%	135	214	79	59%
Assault Simple	22	23	1	5%	85	72	-13	-15%
Forgery/Counterfeit	5	4	-1	-20%	13	21	8	62%
Fraud	12	5	-7	-58%	53	35	-18	-34%
Embezzlement	1	1	0	0%	6	9	3	50%
Stolen Property	0	1	1	N.C.	5	7	2	40%
Vandalism	9	6	-3	-33%	29	40	11	38%
Weapons	3	4	1	33%	11	13	2	18%
Prostitution	0	0	0	N.C.	0	1	1	N.C.
All Other Sex Offens	2	0	-2	-100%	6	2	-4	-67%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	4	2	-2	-50%
D. W. I.	5	12	7	140%	40	46	6	15%
Liquor Law Violation	5	1	-4	-80%	6	2	-4	-67%
Disorderly Conduct	3	1	-2	-67%	6	5	-1	-17%
Obscenity	1	0	-1	-100%	2	1	-1	-50%
Kidnap	0	1	1	N.C.	0	2	2	N.C.
All Other Offenses	3	3	0	0 %	28	37	9	32%
PART II TOTAL:	91	99	8	9%	429	509	80	19%
GRAND TOTAL:								

N.C. = Not Calculable

(r\_month1)

Page: 1



#### I. Statistical Section

Responded to	2016 May	2015 May	2016 YTD	2015 YTD
Total Structure Fires Dispatched	9	6	40	38
*Confirmed Structure Fires (Our District)*	1	1	7	5
*Confirmed Structure Fires (Other Districts)*	0	1	4	5
EMS/Rescue Calls	131	132	686	568
Vehicle Fires	1	3	5	9
Motor Vehicle Accidents	16	16	75	62
Fire Alarms (Actual)	17	7	47	26
Fire Alarms (False)	6	13	41	55
Misc./Other Calls	18	11	117	91
*Mutual Aid (Received)*	16	3	48	33
*Mutual Aid (Given)*	7	2	31	26
*Overlapping Calls (Calls at the same time)*	16	21	136	94
TOTAL EMERGENCY RESPONSES	198 +6%	188	1011 +19%	849

#### \* Denotes breakdown of calls \*

	April	YTD
Fire Inspections/Compliance Inspections	30	118
Public Fire Education Programs	4	9
Children in Attendance	280	683
Adults in Attendance	71	150
Plans Review Construction/Renovation Projects	0	6
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	9	48
Re-Inspections	12	42

#### II. Major Revenues

	April	YTD
Inspections	\$800.00	\$6,275.00
False Alarms	\$625.00	\$1,875.00
Fire Recovery USA	\$2,284.00	\$10,057.00
EMS Debt Setoff	\$549.92	\$6,338.58

#### Major Expenses for the Month:

#### III. Personnel Update:

#### IV. Narrative of monthly departmental activities:

- Fire Dept. personnel escorted Kristie Daniels to the Fallen Firefighters Memorial Service in Raleigh to honor her husband Chris Daniels.
- Chief Blanton presented an award to the family of Chris Daniels at the Johnston County EMS Banquet.
- Fire Dept. personnel assisted with funeral for Kenly Firefighter
- Fire Dept. participated with the funeral for Retired Smithfield Fireman Charles M. Cohorn
- Fire Dept. personnel participated a fire prevention program at the Johnston-Lee Head Start.
- Fire Dept. personnel participated in Career Day at West Smithfield Elementary.
- Fire Dept. personnel participated in a Pep Rally for students at West Smithfield Elementary.
- Fire Dept. personnel conducted Fire Extinguisher training to staff at Carolina Pottery.
- Fire Dept. personnel participated in the Ride to the Wall for Veterans.
- Fire Dept. participated in Fire Prevention program at Dunkin Doughnuts Family Day.
- The Fire Dept. was informed on May 4<sup>th</sup> of the upcoming DOI ISO rating inspection for our department scheduled for Oct. 10<sup>th</sup> of this year. We are currently preparing for this inspection.
- We are still collecting EMS billing funds through the NC Debt Set-off program.

#### Town of Smithfield Public Works Department May 31, 2016



227 Total Work Orders completed by the Public Works Department
5 Burials, at \$700.00 each = $$3,500.00$
OCremation Burial, $$400.00$ each = $$0$
\$8,000.00 Sunset Cemetery Lot Sales
\$1,250.00 Riverside Extension Cemetery Lot Sales
407.44 tons of household waste collected
154 tons of yard waste collected
8.22 tons of recycling collected
44 Animal Control work orders completed
19 Cats transported to Animal Shelter
11 Dogs transported to Animal Shelter

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
May 31, 2016



#### I. Statistical Section

Burials
 Works Orders – Buildings & Facilities Division
 Work Orders – Grounds Division

38 Work Orders – Sign Division

#### II. Major Revenues

Sunset Cemetery Lot Sales: \$8,000.00

Riverside Ext Cemetery Lot Sales: \$1,250.00

Grave Opening Fees: \$3,500.00

Total Revenue: \$12,750.00

#### III. Major Expenses for the Month:

\$600.00 to McClungs for clock repairs. \$7,500.00 to Musgrave Equipment for 14ft dump trailer.

#### IV. Personnel Update:

None for the month

#### V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. Sandy Altman with Wellness Works Johnston Health conducted the Public Works safety meeting on "Slips, Trips, and Falls".

Town of Smithfield Public Works Drainage/Street Division Monthly Report May 31, 2016



#### I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- **b.** 15 Work Orders 23.21 Tons of Asphalt was placed in 22 utility cuts, 1 sinkhole and 1 drop off in pavement area.
- **c.** Erected Dead End sign of Pinecrest as approved by council's action.
- d. Cleaned 880LF of storm drain line with Jet truck for positive drainage.
- e. 20 Work Orders 1,387.50lbs. of Cold Patch was used for39 Potholes.
- **f.** 44 Work Orders were completed regarding Animal Control related issues. 19 Cats and 11 Dogs were transported to the Animal Control Shelter.
- **g.** Cut 9 Nuisance lots for the Planning Department.

#### II. Major Revenues

None for the month

#### **III.** Major Expenses for the Month:

\$2,700 to Musgrave Equipment for new bush hog, \$3,131.27 for swing motor repairs on loader.

#### IV. Personnel Update:

None for the month

#### V. Narrative of monthly departmental activities:

VI. Sandy Altman with Wellness Works Johnston Health conducted the Public Works safety meeting on "Slips, Trips, and Falls".

#### Town of Smithfield Public Works Department May 2016 Drainage Report

Location:

Woodsdale Drive, Caswell and 6<sup>th</sup>, 5<sup>th</sup> and North, North and Buffalo, Ava Gardner and NBL, 2<sup>nd</sup> and Sanders, Caswell and 4<sup>th</sup>, Canterbury and S Sussex, 42 Peedin, 735 N Equity, Midway and 3<sup>rd</sup> Ave, 810 3<sup>rd</sup> Ave, 847-A Midway, 708 Hancock, 106-108 E Holding, 101 W Holding,

Caroline Ave, 900 Blk of MLK, Phillips and Daughtry,

Starting Date:

Completion Date:

5/3/2016 5/31/2016

Description

Repaired 39 potholes with Perma Patch asphalt.

Man-hours:

7hrs.

Equipment:

404 pickup plus hand tools.

Materials:

27.75 bags of Perma Patch asphalt.

Location:

Cedar Drive. 5/3/2016

Starting Date: Completion Date

5/3/2016

Description: Man-hours:

Cleaned 480LF of storm drain line with jet truck.

Man-hours: Equipment:

Jet truck. N/A

Location:

Materials:

3rd and Caswell.

Starting Date: Completion Date

5/3/2016 5/3/2016

Description:

0/3/2010 Disama 12061 E. 6.1. \*\*

Man-hours:

Cleaned 325LF of drain line with jet truck. 6hrs.

Equipment: Materials:

Jet truck. N/A

Location:

5th and Caswell.

Starting Date:

5/4/2016

Completion Date:

5/5/2016

Description:

Cleaned ditch banks with backhoe and blew out 75LF of storm drain line with jet truck for positive drainage.

Man-hours:

23.5hrs.

Equipment:

420 Cat backhoe, 405 dump truck and jet truck.

Materials:

N/A

Location:

S 5th and Crump.

Starting Date:

5/5/2016 5/5/2016

Completion Date: Description:

Removed dirt and obstructions from gutter area for positive drainage.

Man-hours:

1.5hrs

Equipment:

420 Cat Backhoe plus hand tools.

Materials:

N/A

Location:

Pinecrest and NBL.

Starting Date:

5/6/2016 5/6/2016

Completion Date: Description:

Installed Dead End sign, sign was approved by council.

Man-hours:

lhr.

Equipment:

402 pickup plus hand tools.

Materials:

24 x 24 Dead End sign plus 8ft uchannel pole.

Location:

407 S 4th Street.

Starting Date:

5/5/2016

Completion Date:

5/6/2016

Description

Replaced damaged grate on catch basin for positive drainage.

Man-hours:

1.5hrs.

Equipment:

402 pickup plus hand tools.

Materials:

New 2'x3' grate.

Location:

1210 E Market Street, 2 vacant lots on Lemay, 410 Pine Street, 1213 NBL, 522 Buffalo, 303 Hospital Road, 503 Pine Street, 719 East.

Starting Date:

5/11/2016

Completion Date

5/16/2016

Description:

Cut 9 Nuisance Lots for Planning Department.

Man-hours:

26hrs.

Equipment:

Bobcat Tractor with bush hog, scag mowers plus hand tools.

Materials:

N/A

Location:

2<sup>nd</sup> Ave, 3<sup>rd</sup> Ave, 3<sup>rd</sup> beside Travel Odyssey, Riverside Drive, 5<sup>th</sup> and Church, Blount Street, MLK and College Road, Rand and Brogden, 5<sup>th</sup> Street beside Police Dept, Martin Street, Outlet Center Drive, 2<sup>nd</sup> and

Ward.

Starting Date:

5/11/2016 5/27/2016

Completion Date

Cut FEMA Lots and right of way areas.

Description: Man-hours:

34 9hrs

Equipment:

Bobcat Tractor with bush hog, scag mowers plus hand tools

Materials:

N/A

Location:

910-912-920 3rd Ave.

Starting Date:

5/17/2016 5/17/2016

Completion Date:

Repaired 4 sinkholes beside catch basin areas with concrete.

Description:

4hrs.

Man-hours: Equipment:

401 pickup and 420 Cat backhoe.

Materials:

2 yards of 3000psi concrete.

Location:

Brogden Road ditch bank from Rail Road track to 195.

Starting Date:

5/18/2016

Completion Date:

5/18/2016

Description:

Cut back 800LF of ditch bank for positive drainage.

Man-hours:

Equipment:

New Holland tractor with brush cutter.

Materials:

N/A

Location:

Britt and McCullers.

Starting Date: Completion Date: 5/20/2016 5/20/2016

Description:

Removed obstructions from ditch bank and blew out 24LF of driveway

culverts.

Man-hours:

8hrs.

Equipment:

420 Cat backhoe, jet truck and 903 flatbed.

Materials:

N/A

Location:

Frankland Drive, 1029 Country Club Road, 410-414-416 N 4th Street,

400BLK of N 4<sup>th</sup> Street, 316 Forbes Drive, 807 Martin Street, 215 Durham Street, 317 S 2<sup>nd</sup> Street.

Starting Date:

5/10/2016

Completion Date:

5/24/2016

Description:

Repaired 22 utility cuts, 1 sinkhole and 1 drop off in pavement.

Man-hours:

45hrs.

Equipment:

420 Cat backhoe, 405 dump truck, 401 pickup plus hand tools.

Materials:

23.1 tons of I2 asphalt.

# Asphalt Repair List May 2016

			may coto	
# 0/4/	Location	District	əzis	Repair Date
#11912 (7/8/15)	Franklin Dr. (at the end)	-	(2) Utility cuts 4" x 4" & 4" x 4"	5/24/2016
#13248 (12/19/16)	1029 Country Club Rd.	-	Sink hole 7' x 15' in an old utitity cut	5/24/2016
#132E2 (3/11/16)	410 N. 4th St.	2	Utility cut 20' x 4'	5/10/2016
#1000 (3/11/16)	414 N. 4th St.	2	Utility cut 20' x 4'	5/10/2016
#13362 (3/11/16)	416 N. 4th St.	2	Utility cut 20' x 4'	5/10/2016
#13304 (3/1/10)	400 Blk of N. 4th St.	2	Utility cut 10' x 25", and 4' x 4' Drop off on the asphalt	5/9/2016
#13644 (4726/16)	400 Blk of N. 4th St.	2	Utility cuts 10' x 25', 2' x 4', 5' x 20'	5/10/2016
#13644 (4/26/16)	400 Blk of N. 4th St.	2	(3) Utility cuts 3' x 4', 3' x 4', and 3' x 4'	5/10/2016
#13644 (4/26/16)	400 Blk of N. 4th St.	2	(3) Utility cuts 1' x 1', 1' x 1', and 1' x 1'	5/24/2016
#13644 (4/26/16)	400 Blk of N. 4th St.	2	Utility cut 4' x 6'	5/24/2016
#13660 (4/28/16)	316 Forbes Dr.	-	(2) Utility cuts 4' x 4' & 4' x 4'	5/24/2016
#13000 (#120115)	807 Martin St.	4	Utility cut 3' x 4'	5/24/2016
#13002 (3/3/10)	207 N Sth Street	2	Utility cut 2' x 5'	5/24/2016
#15/33 (3/1/10)	215 Durbam Street	4	Utility cut 5' x 5'	5/24/2016
#:2000 (3/1/2)		,	THE CAPACA	5/24/2016
#13835 (5/24/16)	31/ 5. Հոց 5.	1		
			23.21 tons of asphalt was used in: 22 utilly cuts 0 large gator areas,	
			0 gutter repair, 0 root damage repair, 0 curb cut, 1 sink holes,	
			Q repair bad area in the asphalt, and Q overlays,	
			1 Drop off at pavement, 0 potholes,	
			g driveway apron repair,	
			0, of concrete: 0 concrete utility cut repairs	
_				

#### Town of Smithfield Public Works Fleet Maintenance Division Monthly Report May 31, 2016



#### I. Statistical Section

- 4 Preventive Maintenances
- 2 North Carolina Inspections
- 30 Work Orders

#### II. Major Revenues

None for the month

#### III. Major Expenses for the Month:

Car Quest was paid \$7,500 for a Diagnostic Scan Tool to check vehicle engine codes.

#### IV. Personnel Update:

None for the month

#### V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. Sandy Altman with Wellness Works Johnston Health conducted the Public Works safety meeting on "Slips, Trips, and Falls".

Town of Smithfield Public Works Sanitation Division Monthly Report May 31, 2016



#### I. Statistical Section

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

- a. Sanitation forces completed 50 work orders
- **b.** Sanitation forces collected 407.44 tons of household waste
- **c.** Sanitation forces disposed of <u>77</u> loads of yard waste and debris at Spain Farms Nursery
- **d.** Recycled <u>0</u> tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 3.22 tons of construction debris (C&D)
- **f.** Town disposed of <u>149</u> scrap tires that was collected at Convenient Site Center
- **g.** Recycling forces collected <u>5.09</u> tons of recyclable plastic
- h. Recycled 1900 lbs. of cardboard material from the Convenient Site Center
- i. A total of <u>0</u> gallons of cooking oil was collected at the Convenient Site Center
- j. Recycled <u>2380</u> lbs. of plastics & glass (co-mingle) from the Convenient Site Center

#### II. Major Revenues

- a. Received \$14.56 from Sonoco Products for cardboard material
- **b.** Sold 0 lbs. of aluminum cans for \$0.00
- c. Sold 1400 lbs. of shredder steel for \$87.50 to Omni Source
- d. Sold 2640 lbs. shredder sheet iron for \$165.00 to Omni Source

#### III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,816 for disposal of yard waste and debris. American Tire Distributor was paid \$1,288.40 for tires for household waste trucks.

#### IV. Personnel Update:

Due to the lack of man power a temporary employee was hired to help out the sanitation crew.

#### V. Narrative of monthly departmental activities:

The department worked closely with Parks & Recreation and Downtown Development on providing traffic control devices and event containers for Special events held at the Parks. Assisted with 2016 Ham & Yam Festival held May 6 – May 8, 2016. Participated in the Johnston Co Recruitment Day held at GALOT Motorsports Park. Sandy Altman with Wellness Works Johnston Health conducted the Public Works safety meeting on "Slips, Trips, and Falls".



# PARKS & RECREATION SMITHFIELD RECREATION AND AQUATICS CENTER MONTHY REPORT MAY, 2016

#### I. Parks and Recreation and SRAC Programs/Events

Programs/Events in progress of recently completed: 35

Total Contacts with Program Participants: > 7512 \*(unique recreation experiences)

SRAC member visits: > 6078

SRAC paid day pass visitors: > 917 (\$ 6,966.00)

SRAC complimentary day pass visitors: **44** (27 Complimentary, 17 Birthday) SRAC Facility Rentals (Banquet Room, Gym, M-P Room, Pool,): > **60 Rentals** 

SRAC Birthday Party Rentals > 36

P&R Facility Rentals (fields, shelters, etc.): > 990 people (19 Rentals) TOTAL DIRECT CONTACTS: > 16,143 (does not include spectators)

#### II. Budget Information

Through 5/31/16 & YTD: Parks and Recreation Expenditures > approximately 77.29% SRAC Expenditures > approximately 81.40% SRAC Revenues collected > approximately 91.44%

#### III. Highlights

Hosted Senior Games Silver Arts and Closing Ceremonies

Hosted 2 Basketball Tournaments with 240 total participants and approximately 1700 spectators

Hosted Triangle Select League Baseball Showcase with 19 Teams and approximately 590 spectators

Upcoming events include 3 Little Pigs Triathlon and Southern Johnston Invitational Baseball Tournament.



#### Statistical Section

- o Electric CP Demand 21,658 Kw relative to April's demand of 18,349 Kw.
- Electric System Reliability for was 99.9892%, with five recorded outages; relative to April's 99.9074%.
- o Raw water treated on a daily average was 2.577 MG relative to 2.127MG for April; with maximum demand of 3.308 MG relative to April's 3.081 MG.
- Total finished water to the system was 70.632 MG relative to April's 58.16 MG. Average daily for the month was 2.278 MG relative to April's 1.876 MG. Daily maximum was 3.019 MG (May 5<sup>th</sup>) relative to April's 2.693 MG. Daily minimum was 1.859 MG (May 4<sup>th</sup>), relative to April's 0.00 MG.

#### Miscellaneous Revenues

- o Electrical sales were \$1,278,793 relative to April's sales of \$1,341,761
- o Water sales were \$110,352 relative to April's \$197,316
- o Sewer sales were \$237,207 relative to April's \$256,375
- Johnston County Water purchases were \$42,885 for 28.590 MG relative to April's \$34,235 for 22.824 MG. The increase in sales was due to the plant being brought back on-line, after being shut down in early April.

#### Major Expenses for the Month

- o Electricity purchases were \$983,287 relative to April's \$882,981
- o Johnston County sewer charge was \$183,742 for 61.441 MG relative to April's \$173,759 for 58.138 MG.

#### Personnel Changes –

No changes to report



## Town Of Smithfield WATER AND SEWER Monthly Report MAY 2016

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N.	At 11 11 1	~
N .	Statictical	SOCTION
Ι.	Statistical	Section

- REPLACED 3 WATER METERS
- SET 2 TEMPORARY METERS
- REPAIRED 14 WATER SERVICE OR METER LEAKS
- WASHED 8822 FEET SEWER LINES
- WASHED OR RODDED 450 FEET OF SERVICE LINES
- INSTALLED 6 SANITARY SEWER CLEAN OUTS
- MADE 3 SEWER REPAIRS
- MADE 0 WATER TAPS, AND 0 SEWER TAP

#### II. Major Revenues

- NA
- W IV

#### III. Major Expenses for the Month:

#### IV. Personnel Update

FRANK BATEY RESIGNED

#### V. Miscellaneous Activities:

- RODDED OR FLUSHED 11 SEWER SERVICES
- REPLACED 2 FIRE HYDRANTS
- REPAIRED 1 FIRE HYDRANT
- SERVICE CALLS 107
- LOCATES 80
- CHECK 18 LIFT STATIONS DAILY
- FLUSHED DEAD ENDS 1 TIME
- FLUSHED ALL HYDRANTS ON HYDRANT LIST



### MONTHLY WATER LOSS REPORT MAY 2016

3/" LINE-1/8" HOLE-5 DAYS
3/" LINE - 1/16"HOLE -3 DAYS
3/" LINE-1/8"HOLE-4 DAYS
3/"LINE- 1/16" HOLE-2 DAYS
5/8" METER LEAKING AT NUT- 2HRS
FIRE HYDRANT 1/4" STREAM - 4HRS

# **Hydrant Flushing**

Smithfield Water Plant Distribution Sampling Site Plan

;	ote C	Chlorine	Time	Gallons	Ps:	Street Name	Date	Chlorine	Time	Gallons	PSI
Street Name	05/12/16	3.4		5310	ឧ	North Street	5/2/16	4	15	15930	
Stephson Drive	OF /12 /16	7 6	15	5310	2	West Street	2/16/16	3.5	15	17620	20
Computer Drive	05/12/16	7 0	1 =	53.10	5	Regency Drive	5/16/16	2	15	19500	99
Castle Drive	02/17/10		7 12	15930	4	Randers Court	5/3/16	4	15	15930	40
Parkway Drive	07/17/10	2 4	1 5	7965		Noble Street	5/3/16	3.5	15	7920	
Garner Drive	05/27/20	7	1 1	7965		Fieldale Dr#1(L)	5/3/16	2	15	15930	40
Hwy 210 LIFT S.F.	05/12/16	3.4	5	5310	유	Fieldale Dr#2(R)	5/3/16	2	15	15930	9
Designation Chrost	05/12/16	1.2	15	7965		Heather Court	5/4/16	4	15	7965	8
Digital Suest	05/13/16	1.4	15	7965		Reeding Place	5/4/16	4	15	7965	9
Todamater	05/12/16	17	15	7965		East Street	5/16/16	3.4	15	15930	9
ndoecombe	05/12/16	1.2	55	159480	40	Smith Street	5/17/16	4	52	15930	
Valley Wood	05/13/16	1.4	15	15930	40	Wellons Street	5/17/16	3.4	<del>1</del>	15930	8
Creek Wood	05/13/16	1.4	15	15930		Kay Drive	5/10/16	2	51	9750	15
White Oak Drive	05/12/16		15	5310	10		5/12/16	1.7	15	10095	
Prophyod Drive	05/12/16	1.2	15	5655	5	N. Lakeside Drive	5/12/16	2	25	9435	15
Properties Place	05/12/16	-	1.5	5310	10	Cypress Point	5/12/16	~	12	8715	77
Nottingham Place	05/12/16	2.6	15	5310	10	Quail Run	5/12/16	1.8	15	10095	
Louison Drive	05/12/16	12	15	5310	10	British Court	5/12/16	1.8	15	11550	
Noble Diaza #1	05/12/16	1.4	51	5310	10	Tyler Street	5/21/16	2.5	25	19500	8
Nobic Fiaza #1	05/12/16	1.4	15	5310	10	Yelverton Road	5/9/16	7	51	15930	8
NOUSE FIELD #4	05/12/16	1 2	15	5310	61	Ava Gardner	5/12/16	В	8	95980	
Pineciesi Sireel	05/12/16	1.4	15	7965		Waddell Drive	5/9/16	3.5	1.5	5310	유
S. Sussex Dilve	05/12/16	34	15	5310	101	Henly Place	5/9/16	3.5	15	8715	12
Em Dive	05/12/16	2	57	7965		Birch Street	5/12/16	1.4	15	8715	12
Dialold Sueet	05/12/16	3.4	15	2080		Pine Street	5/12/16	1.5	15	9750	21
Coor raim supply	05/12/16	3.4	15	10620		Oak Drive	5/12/16	1.7	55	9430	14
Hilloract Drive	05/17/16	4	15	10620	10	Cedar Drive	5/12/16	1.2	51	5310	ឧ
Focos Otroot	05/16/16	3.4	15	15930	40	Aspen Drive	5/12/16	1.2	15	8715	12
Mason Sarok	05/17/16	333	51	7965		Furlonge Street	5/3/16	3.5	15	8715	12
Daiabour Drive	05/03/16	3,8	15	19500	9	Golden Corral	5/9/16	3.5	51	10080	16
Californ Cirolo	05/03/16	3.9	15	19500	90	Holland Drive	5/9/16	3.5	21	9750	15
Mossipos Circle	05/03/16	3.6	15	19500	90	Davis Street	5/3/16	3.5	15	8715	17
Modificalii Circle	05/16/16	3.4	57	31860	40	Caroline Ave.	5/3/16	3.5	15	5310	ន
May Clive	05/17/16	3.9	57	31860	40	Johnston Street	5/3/16	3.5	15	7965	23
Michael Lane	05/04/16	4	15	7965	4	Ryans	5/12/16	6	8	63720	
Michael Lanc	05/17/16	4	15	15930	40						
Avaid Clicer											

#### Town of Smithfield Water Treatment Plant

#### All figures are in MGD.

May-16 Plant Totals

D.L.	Rate of	Hrs.	Raw	Finish	Plant	Finish to	% of RAW TREATED
Date	Flow	Operated	Treated	Metered	Useage	Dist. System	TO SYSTEM
1	3.00	18.0	2.164	2,114	0.1060	2.008	92.79
2 3 4 5 6	3.00	19.0	2.148	2.143	0.1060	2.037	94.83
3	3.00	19.5	2,442	2.318	0.1100	2.208	90.42
4	3.00	14.5	2.015	1.962	0.1030	1.859	92.26
0	3.50	24.0	3.308	3.133	0.1140	3.019	91.26
7	3.50	20.0	2.731	2.530	0.1120	2.418	88.54
(	3.50	16.5	2.520	2.305	0.1020	2.203	87.42
8	3.50	17.0	2.594	2.432	0.1030	2.329	89.78
9	3.50	19.0	2.764	2.508	0.1060	2.402	86.90
10	3.20	18.0	2.478	2.405	0.1040	2.301	92.86
11	3.00	19.0	2.707	2.301	0.1090	2.192	80.98
12	3.00	22.0	2.742	2.596	0.1100	2.486	90.66
13	3.00	21.0	2.684	2.556	0.0110	2.545	94.82
14	3.00	20.0	2.614	2.419	0.1110	2,308	88.29
15	3.00	21.0	2.678	2.483	0.1110	2.372	88.57
16	3.00	19.5	2,576	2.399	0.1090	2.290	88.90
17	3.00	22.0	2.735	2.396	0.1070	2.289	83.69
18	3.00	19.0	2.333	2.249	0.1040	2.145	91.94
19	3.00	22.5	2.786	2.413	0.1090	2.304	82.70
20	3.00	17.0	2.239	2.254	0.1080	2.148	95.85
21	3.00	20.5	2.681	2,407	0.1130	2.294	85.57
22	3.00	20.5	2.670	2.255	0.1090	2.146	80.37
23	3.00	18.5	2.600	2.249	0.1060	2,143	82.42
24	3.00	20.5	2.517	2.348	0.1080	2.240	88.99
25	3.00	20.0	2.766	2.528	0.1100	2.418	87.42
26	3.00	18.5	2.630	2.630	0.1080	2.522	95.89
27	3.00	22.5	2.831	2.796	0.1150	2.681	94.70
28	3.00	20.0	2.585	2.348	0.1060	2.242	86.73
29	3.00	20.0	2.548	2.109	0.1030	2.008	78.73
30	3.00	15.0	1.944	2.066	0.0990	1.969	101.29
31	3.00	23.0	2.860	2.214	0.1040	2.110	73.78
Total	95.70	607.5	79.890	73.868	3.236	70.632	88.41
Avg	3.09	19.6	2.577	2.383	0.104	2.278	
Max	3.50	24.0	3.308	3.133	0.115	3.019	
Min	3.00	14.5	1.944	1.962	0.011	1.859	



Town of Smithfield Electric Department Monthly Report May, 2016

#### I. Statistical Section

- Street Lights repaired -28
- Area Lights repaired -11
- Service calls 45
- Underground Electric Locates -72
- Poles changed out or installed -3
- Underground Services Installed -1

#### II. Major Revenues

N/A

#### III. Major Expenses for the Month:

· N/A

#### IV. Personnel Update:

• Utility Dept. had a Safety meeting on Personal Protective Equipment (PPE)

#### V. Miscellaneous Activities:

Continuing Conversion work on Wilson St.