



Mayor

Andy Moore

Mayor Pro-Tem

Emery Ashley

Council Members

Marlon Lee

J. Perry Harris

Travis Scott

Roger A. Wood

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael Scott

Finance Director

Greg Siler

Town Clerk

Shannan Williams

## Town Council

## Agenda

## Packet

Meeting Date: Tuesday, September 6, 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 SEPTEMBER 6, 2016  
7:00 PM**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Approval of Agenda**

**Page**

**Presentations:**

1. **Administering Oath of Office to new Police Officer – Kaleb Smith**  
(Mayor – M. Andy Moore) See attached information.....1
2. **Appearance Commission Annual Report**  
(Chairperson – Peggy Scott) See attached information.....3

**Public Hearings:**

1. **Conditional Use Permit Request - Car Service of Four Oaks (CUP-16-06)**: The applicant is requesting a conditional use permit to operate an automotive sales lot designed to accommodate no more than 10 automobiles for sale on property located within a B-3 (Business) zoning district. The property considered for approval is located on the south side of East Edgerton Street approximately 430 feet south of its intersection with North Brightleaf Boulevard. The property is further identified as Johnston County Tax ID# 15006015.  
(Planning Director – Paul Embler) See attached information.....11
2. **Rezoning Request - Genesis Living Inc. (RZ-16-02)**: The applicant is requesting to rezone one tract of land totaling approximately 9.45 acres from the R-8 CUD (Residential-Conditional Use) zoning district to the R-8 (Residential) and RHO (Rowhouse Overlay) zoning districts. The property considered for rezoning classification is located on the southwest side of Barbour Road approximately 780 feet northeast of its intersection with Laurel Drive. The property is further identified as Johnston County Tax ID#4340665  
(Planning Director – Paul Embler) See attached information.....35



3. **Conditional Use Permit Request - Genesis Living Inc. (CUP-16-09):** The applicant is requesting a conditional use permit to construct a 45 unit rowhouse subdivision development on approximately 9.45 acre tract on land located within an the R-8 (Residential) and RHO (Rowhouse Overlay) zoning districts. The property considered for a conditional use permit is located on the southwest side of Barbour Road approximately 780 feet northeast of its intersection with Laurel Drive. The property is further identified as Johnston County Tax ID#4340665.  
(Planning Director – Paul Embler) See attached information.....53
  
4. **Municipal Service District – In accordance with NCGS G.S. 160A-536(d) – Authorization to enter into a contract with Downtown Smithfield Development Corporation to provide services in the MSD**  
(Town Manager – Michael Scott) See attached information.....71

**Citizens Comments:**

**Consent Agenda Items:**

1. **Approval of Minutes:** August 2, 2016 – Regular Meeting  
August 2, 2016 – Closed Session (Under Separate Cover).....87
  
2. **Special Event: Race for Lace** – The applicant, the Smithfield Police Department, is seeking approval to conduct a 5k race to be held on November 12, 2016 from 8:00 am until 2:00 pm at the Community Park and the Buffalo Creek Greenway.  
(Planning Director – Paul Embler) See attached information.....94
  
3. **Special Event: Praise in the Park** – The applicant, Kiwana Avery of Youthful Praise, is seeking approval to conduct a not for profit event to be held on October 22, 2016 from 3:00 pm until 6:00 pm at Smith Collins Park.  
(Planning Director – Paul Embler) See attached information.....98
  
4. **Special Event – Smithfield Halloween House:** The applicant, Christian Callaway-Shipley is petitioning the Town Council for approval of an event to be held on October 31, 2016 from the hours of 5pm – 8pm at 208 East Davis Street. Staff is also seeking approval as an annual event.  
(Planning Director – Paul Embler) See attached information.....101
  
5. **Career Ladder Promotion: Police Department - The Police Department is requesting approval to promote a Police Officer I to the rank of Police Officer II and a Police Officer II to the rank of Master Police Officer**  
(Interim Chief of Police – R. Keith Powell) See attached information.....107
  
6. **Consideration and Approval of Resolution # 591 (18-2016) Authorizing the disposition of certain surplus property and auctioning of that property by the electronic auction service of GovDeals.com**  
(Interim Chief of Police – R. Keith Powell) See attached information.....118

7. **Bid Award and Contract Approval with Eberhart Construction in the amount of \$52,000 for the installation of the second sludge press at the Water Plant**  
(Public Utilities Director – Ted Credle) See attached information.....126
8. **Consideration and Approval of an agreement with Corporate Impressions Landscapes, Inc. in the amount of \$26,800 for the fence installation on Outlet Center Drive**  
(Town Engineer – Bill Dreitzler) See attached information.....135
9. **Consideration and Approval of an Agreement with Worxtime in the amount of \$3,500 for Health Care Reporting**  
(Finance Director – Greg Siler) See attached information.....139
10. **Consideration for approval and bid award to TAP Construction in the amount of \$11,650 for the demolition of the house located at 116 South Fifth Street**  
(Planning Director – Paul Embler) See attached information.....153
11. **Consideration and approval of a salary increase for the Fire Chief due to the successful completion of the probationary period**  
(Town Manager – Michael Scott) See attached information.....159
12. **Consideration and approval to remit payment to Triangle J Council of Governments for FY 2016-2017 annual dues in the amount of \$4,312**  
(Town Manager – Michael Scott) See attached information.....161
13. **Consideration and Approval of a service agreement with Corporate Impression Landscapes, Inc. in the amount of 14,400 for installation of the landscape screening in the Smithfield Crossings area adjacent to the Pine Acres Subdivision**  
(Town Engineer – Bill Dreitzler) See attached information.....164
14. **New Hire Report**  
(Human Resources Director/ PIO – Tim Kerigan) See attached information.....168

## **Business Items**

1. **Economic Development Update from the Smithfield Economic Development Advisory Committee** (Mike Fleming)
2. **Economic Development Information Update**  
(Economic Development Liaison – Tim Kerigan)
3. **Update on the Booker Dairy Road Project**  
(Planning Director – Paul Embler) See attached information.....169
4. **Consideration and approval of an online bill pay contract with Official Payments Corporation**  
(Finance Director – Greg Siler) See attached information.....178

**5. Consideration and Approval to update the Parks and Recreation Master Plan**  
(Parks and Recreation Director – Gary Johnson) See attached information.....195

**6. Consideration and Approval to apply for the North Carolina Connect Grant**  
(Parks and Recreation Director – Gary Johnson) See attached information.....199

**7. Consideration and Approval for the Purchase of AMI Meters with Nexgrid**  
(Public Utilities Director – Ted Credle) See attached information.....202

**Councilmember’s Comments**

**Town Manager’s Report**

- Financial Report (See attached information).....204
- Department Reports (See attached information).....208
- Manager’s Report (Will be provided at the meeting)

**Adjourn**



# Presentations





# Request for City Council Action

<b>Presentation Item:</b>	<b>Police Dept. - Oath of Office</b>
<b>Date:</b>	<b>09/06/16</b>

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**Subject:** Police Oath of Office  
**Department:** Police Department  
**Presented by:** Interim Chief R.K. Powell  
**Presentation:** Yes

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## Issue Statement

The police department has hired one new officer to fill an existing vacancy within the police department. Kaleb Smith was hired to fill this position. Officer Smith has been assigned to "C" team. Officer Smith completed his basic law enforcement training at Johnston Community College.

## Financial Impact

None

## Action Needed

Administer Oath of Office to Kaleb Smith and welcome him to North Carolina law enforcement and the Smithfield Community.

## Recommendation

Mayor Moore to administer Oath of Office to new Police Officer Kaleb Smith and welcome him to the Smithfield Community.

Approved: ☒ City Manager ☐ City Attorney

Attachments: Oath of Office



<b>Presentation Item:</b>	<b>Police Dept. - Oath of Office</b>
<b>Date:</b>	<b>09/06/16</b>

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## OATH OF OFFICE

### SMITHFIELD POLICE DEPARTMENT

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

\_\_\_\_\_  
Kaleb Smith

\_\_\_\_\_  
Date

Oath administered this the  
6<sup>th</sup> day of September, 2016

(Seal)

\_\_\_\_\_  
M. Andy Moore, Mayor





## *Smithfield Appearance Commission*

### *Memorandum*

To: Town Council and the Town Manager  
From: Peggy Scott, Chairperson *PS*  
Subject: Annual Report and Detailed Summary of the J.B. George Endowment  
Date: September 6, 2016

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Please find attached the comprehensive report of activities of the Town of Smithfield Appearance Commission for the year ending June 30 2016. Also attached is our Plan of work for the 2016-2017 year. The J.B. George Endowment summary of the financial activities is also attached.

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



Date: September 6, 2016  
To: Mr. Andy Moore, Mayor  
Mr. Michael Scott, Town Manager  
Mr. Paul Embler, Planning Director

Ms. Shannan Williams, Town Clerk

Councilman Emery Ashley  
Councilman Marlon Lee  
Councilman Roger Wood  
Councilman Stephen Rabil

Councilman Perry Harris  
Councilman Travis Scott  
Councilman John A. Dunn

This **Annual Report** is to inform you of the actions taken by the Appearance Commission regarding the **J.B. George Beautification Endowment Fund** for the fiscal year July 1, 2015 to June 30, 2016.

The Town has advertised in the Herald four times during the month of April 2016 about the availability of the beautification funds. There were no applications submitted to the appearance Commission for fund requests.

The Beginning **Endowment Balance** on June 30, 2015 was. \$96,094.95 which was invested in a stock market fund.

The **Annual Earned Income** for the year was \$3937.50. This earned income was issued in three revenue checks from the endowment fund-

Aug. 3 2015 \$1575.00

Feb. 2 2016 \$1575.00

May 2 2016 \$ 787.50

First Citizens Investment Services "called" this investment and this payment closed this account. The money has been moved to KS Bank into the form of a CD.

There were Annual Expenditures of:

Advertising News and Observer	\$79.68
Tri State Turf	\$360.00
Swift Creek Nursery	\$2710.00

The ending Endowment Balance on June 30, 2016 was \$105,000 which is invested in a CD at an interest rate of 1.19%.

This Annual Report will be posted on the Appearance Commission page on the Town of Smithfield website. If there are any questions, please contact me.

**JP George Beautification Fund** was started June 5, 2015. The Beginning Balance was \$25,000. This fund is specific to planting Trees (anything but Crepe Myrtles since we have funds for those) and seed money for the Nursery.

The earned income for this year was \$1562. We plan to plant trees in October with this money but the exact location has not yet been decided.

Sincerely,



Peggy M Scott

Chairperson, Smithfield Appearance Commission



# *Smithfield Appearance Commission*

## *Completions for 2015-2016*

### **Revitalization Grant**

*Beautification of Market Street* by Up-Lighting the Paper Bark Maples installed last year as well as the Crepe Myrtles along Market Street. The lighting will run from Front Street to Brightleaf Blvd. Money has been received and work is to begin as the Town's Electric Dept. has the time to devote to the project. Our goal is to be finished by November 2016.

### **Highway 70 Beautification Project**

Work is under way The North side of the street is curbed, planted, and mulched. Trees will be planted this fall as well as the completion of the south side. A plan to move mailboxes off 70 and onto a rear path has been accepted by the post office.

### **Donate-A-Tree Program**

*Hosted a Thank You Reception* On June 12<sup>th</sup> for Donors as a chance to see their plaques and enjoy fellowship honoring those in remembrance.

We have Received 9 Memorials this year

2 Trees will be planted in the Town Hall parking lot area

1 Tree will be planted in the Town Hall Park

6 Trees: the exact location will be voted on at our Sept. Meeting

6 name plates were purchased and added to the Plaques in the Town Hall Park

### **Replaced the interior parts of the Clock on Market Street**

At a cost of \$3662.00



## **Mulched and Planted Paper Bark Maples**

Before and After

In the parking lot across from the Court House on Market Street, to match the parking lot at Town Hall. Mulched and cleaned up the Town Hall Parking lot and Town Hall Park.





## **Sidewalks**

Phase one of replacing the Sidewalks on the East Side of South 3<sup>rd</sup> Street.

Before and After at a cost of \$8059.00





## Hasting House

Enhanced the outdoor appearance of the Hasting House with new Period plantings and laid Centipede Sod and fresh mulch.

Before and after and at a cost of \$2710.00



# *Smithfield Appearance Commission*

## *Plan of Work for 2016-2017*

- Complete Streetscape Project by Up lighting the trees along Market Street
- Complete Us 70 Business Entrance Enhancement Project
- Continue Donate- A- Tree Project
- Partner with Tourism and DSDC on the Wayfinding Project our Appearance Commission will be taking care of the Beautification around the 4 new signs at the entrances to town.
- Beautification off both I-95 Exits (Brogden Road and US-70)  
Mowing every 2 weeks and clean-up of Litter, making the overall appearance more welcoming
- Replacing and planting new trees where needed.
- Continue building an inventory of trees and plants in our seed nursery.
- Evaluate the final Phase of replacing Sidewalks along 3<sup>rd</sup> street.



## *Thank You*

*The Appearance Commission would not be able to do the work we do without the tireless efforts of the Town staff.*

### *Special Thank you to:*

**Lenny Branch and his entire Department of Public Works.**

For always getting the many projects finished, installed, and looking great!

**Shannan Williams**

For keeping us on track and taking care of our minutes and book work.  
Her knowledge is endless and she is always so positive and helpful.

**Paul Embler and Brent Reck**

For advising on plans and advice.

**Councilman Perry Harris**

For his Support, Advice and championing for the Appearance Commission.

**Mayor, Andy Moore**

**Town Manager, Michael Scott**

**Town Council**

For their support of the Appearance Commission

**Mr. Jim George-**

For his continued support of the Appearance Commission and the beautification of our Town.

**Bob Worsham**

Served as Chairperson and Vice Chairperson of the Appearance Commission for over 9 years Bob retired this year. We appreciate his hard work and will miss him!

*This was my first year to serve and I must say it has been an exciting time! It is a wonderful thing to see areas changed so drastically with plants and greenery.*

*I am looking forward to our future challenges we all appreciate your trust and faith in our recommendations and appreciate your help in getting these projects finished.*

*Submitted by,*

*Peggy Scott, Chairperson of the Smithfield Appearance Commission*



# Public Hearings





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

## STAFF REPORT

**Application Number:** CUP-16-06  
**Project Name:** Car Service of Four Oaks  
**TAX ID number:** 15006015  
**Town Limits/ETJ:** Town Limits  
**Applicant:** Car Service of Four Oaks  
**Owners:** New Vision Partners LLC  
**Agents:** N/A

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**PROJECT LOCATION:** South side of East Edgerton Street approximately 430 feet south of its intersection with North Brightleaf Boulevard

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**REQUEST:** The applicant is requesting a conditional use permit to operate an automotive sales lot designed to accommodate 10 vehicles and located within a B-3 (Highway Entrance Business) zoning district.

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### SITE DATA:

**Acreage:** A portion of a 7.72 acre parcel  
**Present Zoning:** B-3 (Highway Entrance Business)  
**Proposed Zoning:** N/A  
**Existing Use / Previous:** Car Service of Four Oaks / Automotive Repair Shop

### DEVELOPMENT DATA:

**Proposed Use:** Automobile Sales Lot

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**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.

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## ADJACENT ZONING AND LAND USES:

North:	Zoning: B-3 (Highway Entrance Business) Existing Use: Perfect Ride Auto Sales and Ram Rent All
South:	Zoning: R-10 (Residential) Existing Use: CSX Railway and Pine Acres Subdivision
East:	Zoning: B-3 (Highway Entrance Business) Existing Use: American Legion club and baseball fields
West:	Zoning: OI (Office-Institutional) Existing Use: Resthaven Cemetery

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**STAFF ANALYSIS AND COMMENTARY:** Car Service of Four Oaks is an existing automotive repair business located at 36 East Edgerton Street. Car Service of Four Oaks is requesting a conditional use permit to allow for automobile sales at this location.

The property considered for approval is located within a B-3 (Business) zoning district. The parcel is approximately 7.72 acre in size and contains two warehouses totaling approximately 60,000 square feet in area. The property contains approximately 20,000 square feet of paved area that can safely accommodate 25 standard parking spaces. The property contains approximately 9,000 square feet of graveled area and approximately 25,000 square foot grassed and fenced storage yard that was constructed after receiving a valid conditional use permit for an automobile storage yard. The automobile storage yard appears to have ceased operations for more than 180 days. Additional approved land uses for this property include a low traffic generating indoor mini-storage facility.

An automobile sales lot is a permitted use within the B-3 (Business) zoning district with a Town Council approved conditional use permit. The applicant has provided a sketch plan identifying 10 paved parking spaces being designated for automobile sales. The remaining paved parking area would be available for customer and employee parking. Paved parking for employees and customers should remain available providing the automobiles for sale are limited to a maximum of 10 and a reasonable number of car parked at the site await repairs and pickup are kept to a minimum.

- **Consistency with the Strategic Growth Plan**

The proposed automobile sales lot is inconsistent with the recommendations of the Comprehensive Growth Management Plan which recommends industrials at this location.

- **Consistency with the Unified Development Code**

An automobile sales lot is a permitted use within the B-3 (Highway Entrance Business) zoning district with a valid conditional use permit. The applicant has submitted a site plan that shows adequate paved parking is available at the site and the maximum number of automobiles will be limited to the total number of paved parking spaces available to the requested use AND automotive repair shop.

- **Compatibility with Surrounding Land Uses**

An automobile sales lot at this location should not pose a compatibility issue with surrounding land uses to include Resthaven Cemetery and the American Legion baseball fields providing that inoperative and partially dismantled automobiles are not allowed to accumulate or be stored outdoors without proper screening from the public right-of-way and adjacent land uses.

- **Signs**

Signs shall be permitted in accordance with the Town of Smithfield Unified Development Ordinance which will allow the existing free standing sign to be refaced as needed.

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**OTHER:**

FIRE PROTECTION:	Town of Smithfield
SCHOOL IMPACTS:	NA
PARKS AND RECREATION:	NA
ACCESS/STREETS:	East Edgerton Street
WATER/SEWER PROVIDER:	Town of Smithfield
ELECTRIC PROVIDER:	Town of Smithfield

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**Planning Department Recommendations:**

The Planning Department recommends approval of the proposed automobile sales lot providing that all parking spaces used for the sale of automobile sales are paved and that the use is limited to a maximum of ten automobiles for sale at any given time.

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**Planning Board Recommendations:**

The Planning Board, at its August 4, 2016 meeting, unanimously voted to recommend approval of the automobile sales lot on property located within the B-3 (Highway Entrance Business) corridor.

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**Town Council Action Requested:** The Town Council is requested to review the petition and make a decision in accordance with the finding of fact for an automobile sale lot on property located within a B-3 (Business) zoning district.

**Planning Board Report for**  
**CUP-16-06**  
**Car Service of Four Oaks**

**CUP-16-06 Car Service of Four Oaks:**

(Excerpt from draft minutes)

Mr. Helmer stated the applicant is requesting a conditional use permit to operate an automotive sales lot designed to accommodate no more than 10 automobiles for sale on property located within a B-3 (Business) zoning district. The property considered for approval is located on the south side of East Edgerton Street approximately 430 feet south of its intersection with North Brightleaf Boulevard. The property is further identified as Johnston County Tax ID# 15006015.

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. Car Service of Four Oaks is an existing automotive repair business located at 36 East Edgerton Street. Car Service of Four Oaks is requesting a conditional use permit to allow for automobile sales at this location. The property considered for approval is located within a B-3 (Business) zoning district. The parcel is approximately 7.72 acres in size and contains two warehouses totaling approximately 60,000 square feet in area. The property contains approximately 20,000 square feet of paved area that can safely accommodate 25 standard parking spaces. The property contains approximately 9,000 square feet of graveled area and approximately 25,000 square grassed and fenced storage yard that was constructed after receiving a valid conditional use permit for an automobile storage yard. The automobile storage yard appears to have ceased operations for more than 180 days. Additional approved land uses for this property include a low traffic generating indoor mini-storage facility.

Mr. Helmer stated an automobile sales lot is a permitted use within the B-3 (Business) zoning district with a Town Council approved conditional use permit. The applicant has provided a sketch plan identifying 10 paved parking spaces being designated for automobile sales. The remaining paved parking areas would be available for customer and employee parking. Paved parking for employees and customers should remain available providing the automobiles for sale are limited to a maximum of 10 and a reasonable number of cars parked at the site awaiting repairs and pickup are kept to a minimum. The proposed automobile sales lot is inconsistent with the recommendations of the Comprehensive Growth Management Plan which recommends industrials at this location.

Mr. Helmer stated an automobile sales lot is a permitted use within the B-3 (Highway Entrance Business) zoning district with a valid conditional use permit. The applicant has submitted a site plan that shows adequate paved parking is available at the site and the maximum number of automobiles will be limited to the total number of paved parking spaces available to the requested use and automotive repair shop. An automobile sales lot at this location should not

pose a compatibility issue with surrounding land uses to include Resthaven Cemetery and the American Legion baseball fields providing that inoperative and partially dismantled automobiles are not allowed to accumulate or be stored outdoors without proper screening from the public right-of-way and adjacent land uses. Signs shall be permitted in accordance with the Town of Smithfield Unified Development Ordinance which will allow the existing free standing sign to be refaced as needed. The Town of Smithfield will provide fire, water/sewer, and electric services.

The Planning Department recommends approval of the proposed automobile sales lot providing that all parking spaces used for the sale of automobiles are paved and that the use is limited to a maximum of ten automobiles for sale at any given time.

The Planning Board is requested to review the petition for an automobile sales lot on property located within the B-3 (Highway Entrance Business) corridor and make a recommendation to Town Council in accordance with the finding of fact for a conditional use permit.

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

Daniel Sanders asked if the proposed site is off highway 301.

Mr. Helmer stated Edgerton Street intersects with N. Brightleaf Boulevard and that's ultimately will traffic will come and go from the site. Edgerton Street dead-ends into the property.

Mr. Foy asked if that was a private road.

Mr. Helmer stated Edgerton Street is a public road but it ends right at the property.

Daniel Sanders asked if the two storage warehouses at the back of the property next to the cemetery is part of the building.

Mr. Helmer stated there are two warehouses that back up towards the railroad tracks. He stated he spoke with Public Works who maintains the cemetery and they have explained the cemetery is at maximum capacity so there will not be any funerals conducted.

Daniel Sanders asked if this is the property that has the chain link fence.

Mr. Helmer stated that is not the property. The actual fenced in property is an old repo storage yard.

Daniel Sanders asked if repairs will be conducted at this site.

Mr. Helmer stated the applicant has a valid permit to conduct repairs.

Mr. Upton stated there are two buildings; the applicant is only in one building.

Mr. Helmer stated that is correct.

Mr. Upton asked where screening would be placed.

Mr. Helmer stated screening would not be necessary due to the paved area is where cars would be sitting, they wouldn't be up on blocks.

Mr. Upton asked how many paved spaces there are.

Mr. Helmer stated approximately 10 spaces.

Aleksandar Trajanovski, owner of Car Service of Four Oaks, stated he owns and manages the garage. Pertinent to the discussion the board had earlier, the aerial map seems to be a bit dated. The aerial photography shows parking next to the fence, which no longer will be the case. Employees park on the extension of the pavement. The property has approximately 13,000 square feet coverage where cars would be repaired and kept.

Mr. Upton stated that the cars that have been on display at this property without tags seem to be fairly decent.

Mr. Trajanovski stated cars have a lot of computer problems these days and that's what we will generally be working on. He stated his garage specializes in higher end vehicle models.

Mr. Foy stated that this garage sounds like a great business.

Mr. Upton asked if he does more diagnostic type work.

Mr. Trajanovski stated that is correct.

Ashley Spain asked if the applicant has another business in Four Oaks.

Mr. Trajanovski stated no, he started this business 2.5 years ago in a small garage located in Four Oaks and he just kept the name.

Being no further questions, Mr. Foy closed the public meeting for CUP-16-06.

Stephen Upton made a motion, seconded by Ashley Spain, 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 automobile sales lot at this location will not materially endanger the public where shown because the site has adequate parking available and layout of the site facilities safe movement of automobiles and pedestrian traffic with little additional congestion.

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 automobile sales lot at this location conforms to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances providing the applicant submits a detailed site plan for planning staff approval that shows required landscaping and paved parking prior to issuance of site plan approval and issuance of a valid zoning permit for an automobile sales lot.

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 automobile sales lot 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 no more than 10 automobiles for sale are on the lot at any given time.


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 automobile sales lot 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.

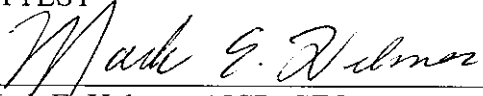
Based upon satisfactory compliance with the above stated four findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative;

Stephen Upton made a motion, seconded by Ashley Spain to operate an automotive sales lot designated to accommodate no more than 10 automobiles for sale on property located within a B-3 (Business) zoning district. Unanimous.

Duly adopted this the 4<sup>th</sup> day of August 2016.

  
\_\_\_\_\_  
Mr. Eddie Foy, Planning Board Chairman

ATTEST

  
\_\_\_\_\_  
Mark E. Helmer, AICP, CZO  
Senior Planner

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

**Application Number:** CUP-16-06    **Name:** Car Service of Four Oaks

**Request:** Applicant seeks a CUP for automotive sales with outdoor storage of automobiles.

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 **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 automobile sales lot at this location will not materially endanger the public were shown because the site has adequate 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 **Planning Board** that the application, if approved, will materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved for the following stated reasons: (Applicant fails to meet the criteria for approval.)

The proposed automobile sales lot at this location may endanger the public were shown if more automobiles exist on the lot than what the site is designed to safely hold resulting in automobiles parking within the public right-of-way and within designated landscape yards and required buffer yards.



**Finding Two of Four:**

Circle One

**A. Approval:**

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 automobile sales lot at this location conforms to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances providing the applicant submits a detailed site plan for planning staff approval that shows required landscaping and paved parking prior to issuance of site plan approval and issuance of a valid zoning permit for an automobile sales lot.

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

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

The proposed automobile sales lot at this location does not conform to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances because an additional 10 automobile in this parking lot will consume required parking for other tenants and their employees.

### 3. Finding Three of Four:

CHECK ONE

#### A. Approval:

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 automobile sales lot 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 no more than 10 automobile sales for sale are on the lot at any given time.

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

Based on the evidence and testimony presented it is the finding of the **Planning Board** 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 automobile sales lot at this location may be detrimental to the adjacent land uses due to increased traffic and noise generated by activities associated with automobiles sales. An automobile sales lot in such close proximity to a cemetery will be detrimental to the peace and tranquility associated with cemeteries.

#### 4. Finding Four of Four:

Circle One

A. **Approval:**

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

The proposed automobile sales lot 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.

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

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

The proposed automobile sales lot 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 automobile sales occur without minimum development standards being met to include paved parking.

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

**Motion to Approve:** *Based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to recommend approval of Conditional Use Permit Application # CUP-16-06*

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**Motion to Deny:** *Based upon failure to meet all of the above four stated findings and for reasons stated therein, I move to recommend denial of Conditional Use Permit Application # CUP-16-06 for the following stated reason:*

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**5. 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-16-05 is hereby:**

\_\_\_\_\_ recommended for approval upon acceptance and conformity with the following conditions; or,

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\_\_\_\_\_ recommended for denial for the noted reasons.

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Decision made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ while in regular session.

\_\_\_\_\_  
M. Andy Moore, Mayor

**ATTEST:**

\_\_\_\_\_  
Shannan L. Williams, Town Clerk



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

## CONDITIONAL USE PERMIT APPLICATION

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

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

### SITE INFORMATION:

Name of Project: Car Service of Four Oaks, LLC DBA Import Car Service Acreage of Property: 7.72  
Parcel ID Number: 15006015 Tax ID: 4428653  
Deed Book: 04477 Deed Page(s): 0776  
Address: 36 E Edgerton Street, Smithfield, NC 27577  
Location: 36 E Edgerton Street, Unit C, D, and E Smithfield, NC 27577

Existing Use: Automotive Repair Proposed Use: Used Motor Vehicle Dealer  
Existing Zoning District: B-3  
Requested Zoning District: N/A  
Is project within a Planned Development: ☐ Yes ☒ No  
Planned Development District (if applicable): \_\_\_\_\_  
Is project within an Overlay District: ☐ Yes ☒ No  
Overlay District (if applicable): \_\_\_\_\_

### FOR OFFICE USE ONLY

File Number: CUP-16-06 Date Received: 6/24/16 Amount Paid: \$300.00



## OWNER INFORMATION:

Name: Mohamed Ali Darar

Mailing Address: 1205 Kinsdale Drive, Raleigh NC 27614

Phone Number: 919-422-3586

Fax: 919-957-5101

Email Address: mohamed@newvisionllc.net

## APPLICANT INFORMATION:

Applicant: Car Service of Four Oaks, LLC DBA Import Car Service

Mailing Address: 36 East Edgerton St, Unit C, Smithfield, NC 27577

Phone Number: 919-205-1133

Fax: NA

Contact Person: Aleksandar Trajanovski

Email Address: importcarservice2@gmail.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: Areal drawing of Parking Area

## STATEMENT OF JUSTIFICATION

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

At the present, we lease the majority of the warehouse located at this address and engage in the business of automotive repair.

We have identified a potential in expanding our services by offering our clients vehicles for sale at this location.

The only way our business expansion is going to have an impact on the area is by having additional ten to fifteen vehicles displayed on our property for sale. According to our lease agreement, we have a total of thirty parking spaces on the property. Twelve of those spaces are on a properly marked asphalt pavement which we hope the planning board will find sufficient for this Conditional Use Permit. (please see attached technical area drawing).

The use of the property will physically not change in any way form or fashion from existing use.



## REQUIRED FINDINGS OF FACT

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

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

The current business is engaged in auto repair and the use of the proposed parking area is absolutely the same as it will be with the business expansion.

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

Property has paved and marked parking spaces.

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

Closest property land line is more than fifty feet away from proposed parking / display space.


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).

Property is very secluded from passing by traffic and is situated on a "Dead End" street on which property is the last structure and is surrounded by tall vegetation which makes it practically invisible from surrounding properties.

## 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.*

ALEXANDAR TRAJANOVSKI  
Print Name

  
Signature of Applicant

6-24-2016  
Date





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

## OWNER'S CONSENT FORM

Name of Project: Car Service of Four Oaks, LLC DBA Import Car Service Submittal Date: 6/22/16

### OWNERS AUTHORIZATION

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

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

Mohamed A. Darar  
Signature of Owner

MOMAMED A. DARAR  
Print Name

6/21/16  
Date

### CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Mohamed A. Darar  
Signature of Owner/Applicant

MOMAMED A. DARAR  
Print Name

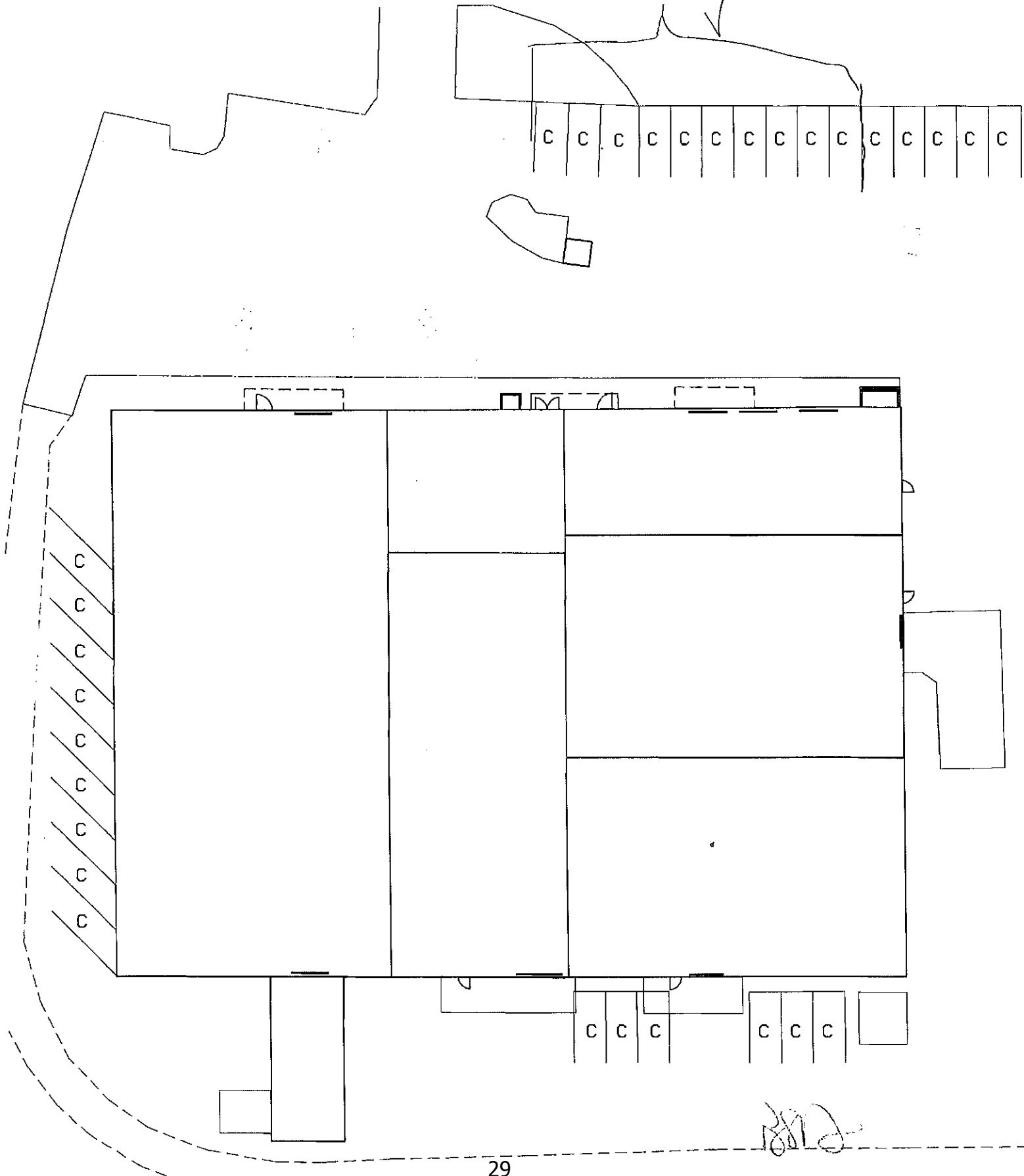
06/21/16  
Date

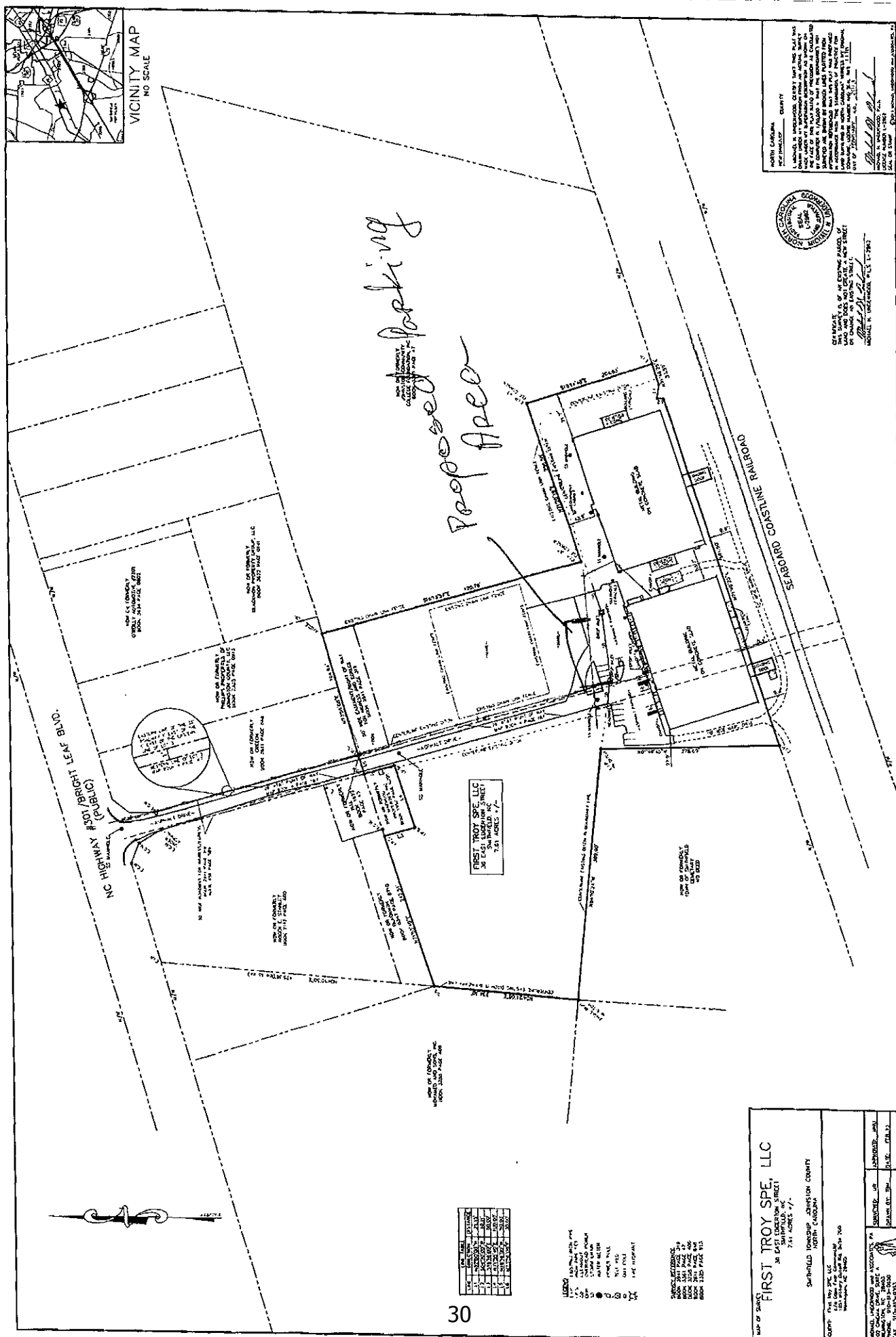
### FOR OFFICE USE ONLY

File Number: CVP-16-06 Date Received: 6/24/16 Parcel ID Number: 15006015

# Exhibit A

Proposed Display  
Parking Area







# 100 Block of East Edgerton Street



Project Name:  
Car Service  
of Four Oaks

Proposed Use:  
Automobile Sales Lot

File Number:  
CUP-16-06

Property Owner:  
Mohamed Ali Darar

Applicant:  
Car Service  
of Four Oaks

Location:  
36 East Edgerton  
Street

Tax ID#  
15006015

Zoning District:  
B-3

Map created by the  
Mark E. Helmer, AICP  
Senior Planner,  
GIS Specialist  
on 7/18/2016

1 inch = 50 feet








PLANNING DEPARTMENT

Paul C. Embler, Jr., Director

ADJOINING PROPERTY OWNERS CERTIFICATION

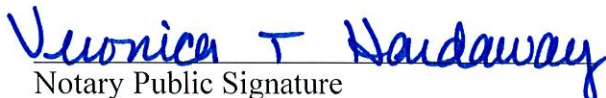
I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, CUP-16-06, were notified by First Class Mail on 8-15-16.

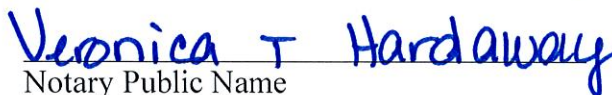
  
Signature

Johnston County, North Carolina

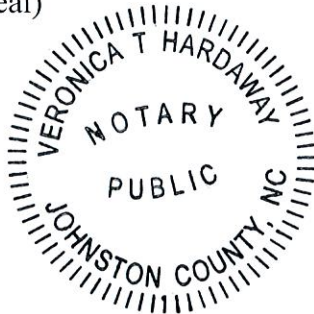
I, Veronica T. Hardaway, a Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

16<sup>th</sup> day of August, 2016

  
Notary Public Signature

  
Notary Public Name

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



Adjacent Property Owners of  
CUP-16-06

TAG	PIN	NAME1	ADDRESS1	ADDRESS2	CITY	STATE	ZIPCODE
15006010	260413-02-1766	ELMORENE KEMPLE CREECH REVOCABLE TRUST	921 S VERMONT ST		SMITHFIELD	NC	27577-3725
15006016	169420-91-9927	TOWN OF SMITHFIELD CEMETARY					00000-0000
15006002	169416-92-5692	MOHAMED AND SONS INC		P O BOX 1236	SMITHFIELD	NC	27577-0000
15006011	260413-02-2758	PHILLIPS PROPERTIES OF	114 CASTLE DRIVE		SMITHFIELD	NC	27577-0000
15007014	260413-02-8528	JOHNSTON COMMUNITY COLLEGE		P O BOX 2350	SMITHFIELD	NC	27577-2350
15K10152C	260417-01-5726	CUVILJE, BETTYE F	1027 E 232ND ST		BRONX	NY	10466-0000
15K10153D	260417-01-8942	EVERETTE, JAMES KING	20 ASPEN DRIVE		SMITHFIELD	NC	27577-0000
15006004	260413-02-0517	BLACKMON, WILSON EARL		PO DRAWER 2318	SMITHFIELD	NC	27577-2318
15006003	169416-92-7780	BARBEE, JAMES LARRY		P O BOX 526	PINE LEVEL	NC	27568-0646
15O99030	260413-02-1588	MAEWOOD PROPERTIES INC	724 S THIRD ST	P O BOX 2318	SMITHFIELD	NC	27577-0000
15008054	260417-01-6860	MSJJ PROPERTIES LLC	1212 CHESNUT DR		SMITHFIELD	NC	27577-0000
15006006	169416-92-9618	STANLEY, ROGER E	732 N BRIGHTLEAF BLVD		SMITHFIELD	NC	27577-0000
15006008	260413-02-0585	GRAY CREEK PROPERTIES, LLC	732 N BRIGHTLEAF BLVD		SMITHFIELD	NC	27577
15006019	260413-02-4743	BLACKMON PROPERTY GROUP LLC		PO DRAWER 2318	SMITHFIELD	NC	27577-2318
15H08100B	260417-01-3795	RAY, EDNA J NIXON	373 BRITT RD		FOUR OAKS	NC	27524-9105
15K10152D	260417-01-3619	YARD, SARAH		PO BOX 1744	SMITHFIELD	NC	27577-1744
15008053	260417-01-7818	IH2 PROPERTY TRS 2 LP	901 MAIN ST STE 4700		DALLAS	TX	75202-3733
15006015	260417-02-2237	NEW VISION PARTNERS LLC	1205 KINSDALE DR		RALEIGH	NC	27614







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

## STAFF REPORT

**Application Number:** RZ-16-02  
**Project Name:** Bella Square  
**TAX ID number:** 4340665  
**Town Limits / ETJ:** Smithfield Corporate Limits  
**Applicant:** Genesis Living, Inc.  
**Owners:** Heath Street #215 Limited Partnership  
**Agents:** none  
**Neighborhood Meeting:** none

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**PROJECT LOCATION:** Southeast side of Barbour Road approximately 780 feet northwest of its intersection with Laurel Drive

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**REQUEST:** Rezone approximately 9.45 acres of land from the R-8 CUD (Residential-Conditional Use) zoning district to R-8 (Residential) and RHO (Row House Overlay) zoning district

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### SITE DATA:

**Acreage:** 9.45 acres  
**Present Zoning:** R-8 CUD (Residential-Conditional Use) district  
**Proposed Zoning:** R-8 (Residential) with RHO (Row House Overlay) district  
**Existing Use:** Partially completed duplex subdivision with no houses constructed  
**Proposed Use:** Single family residential (row houses)

### DEVELOPMENT DATA:

**Proposed Use:** N/A - All uses permitted with in the R8 (Residential) zoning district may be considered for future site plan approval.

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**ENVIRONMENTAL:** There are no known environmentally sensitive areas to include wetlands and 100 year floodplain. The property is not located within the watershed protected area of the Town of Smithfield.

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

North:	Zoning:	R20A (Residential Agriculture)
	Existing Use:	Farm fields, some woodland, and limited residential S/D
South:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	Farm fields and limited rural residential
East:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	Rest home
West:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	Farm fields and limited rural residential

---

## **STAFF ANALYSIS AND COMMENTARY:**

The property considered for rezoning is a partially constructed duplex subdivision with 25 lots (50 dwelling units). The property was originally zoned R20A and was rezoned to the current R8 CUD for the purpose of developing the duplex subdivision. A preliminary plat and an engineering plat were submitted and approved by the Town of Smithfield in 2001. The utilities and the roads were permitted and then partially constructed but never accepted by the State or the Town. The property although partially developed is listed on the tax books as undeveloped residential land.

Adjacent property to the north, south and west is primarily agricultural land with a mix of typical rural residential housing on individual lots ranging in size from less than an acre to approximately 50 acres. To the east is Britthaven rest home located on approximately 6 acres of land.

### **Consistency with the Strategic Growth Plan**

The proposed rezoning to the R-8 (residential) with RHO (overlay) zoning district is consistent with the Strategic Growth Plan which recommends the property be zoned for medium density residential development.

#### **o Consistency with the Unified Development Code**

The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance provided that all proposed future land uses and developments are constructed in accordance with minimum development standards.

#### **o Compatibility with Surrounding Land Uses**

The property considered for a rezoning is located on land presently zoned R-8 CUD district. The existing approved subdivision for the property is permitted for 25 duplex lots allowing for 50 living units on the property. The proposed zoning change to R-8 RHO district should allow for a similar density of development. Therefore there should not be any appreciable difference in compatibility with the adjacent land uses.

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## **OTHER:**

**FIRE PROTECTION:** The Town of Wilsons Mills will provide fire protection.

SCHOOL IMPACTS: There will be potential for impact on the schools but no more than the presently approved subdivision.

PARKS AND RECREATION: There will be impacts on parks and recreational facilities but will be mitigated when developed by construction of on-site recreational facilities or paying fee in lieu of recreation facilities in accordance with the UDO.

ACCESS/STREETS: Approximately 930 feet of road frontage along Barbour Road and approximately 1440 lf of existing unfinished subdivision streets.

WATER/SEWER PROVIDER: Town of Smithfield water and sewer allocation.

ELECTRIC PROVIDER: Duke Energy

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#### **FINDINGS:**

In connection with a legislative decision for a rezoning request, the Planning Board and the Town Council may consider certain approval criteria. Please refer to attached "Approval Criteria". Planning Staff generally accepts these findings as fact as part of a complete application submitted by the petitioner.

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**Planning Department Recommendations:** The Planning Department recommends approval of the request to rezone approximately 9.45 acres of land from the R-8 CUD (Residential-Conditional Use District) zoning district to the R-8 RHO (Residential with Row House Overlay) zoning district

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**Planning Board Actions:** The Planning Board will make a recommendation in accordance with the approval criteria for a rezoning map amendment at its September 1, 2016 meeting and this recommendation will be presented to Town Council at the September 6, 2016 Town Council meeting.

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**Town Council Action Requested:** The Smithfield Town Council is requested to review the petition and make a decision in accordance with the approval criteria for the establish of a Row House Overlay zoning district in accordance with the submitted plan and with the conditions requested by the developer.

# **Town of Smithfield**

## **Rezoning Permit Application RZ-16-02**

### **Approval Criteria**

**Application No. RZ-16-02 Name: Genesis Living, Inc.**

**Request: Zoning reclassification from R-8 CUD (Residential-Conditional Use) district to the R-8 RHO (Residential-Row House Overlay) zoning district.**

Article 13 Section 13-17 of the Town of Smithfield Unified Development Ordinance requires all applications for a zoning map amendment to address the following eight findings. The burden of proof is on the applicant and failure to adequately address the findings may result in denial of the application.

The Planning Board has the responsibility to make a recommendation to the Council for either approval or denial of the rezoning request. The Council has the responsibility to determine if the zoning map amendment is warranted. The Town Council of the Town of Smithfield shall decide the matter of this rezoning application by motion and vote on each of the following eight 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. Finding One of Eight:**

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

Circle One

A. Agree

The proposed rezoning petition is for a "redevelopment" project. The streets and utility infrastructure was previously constructed as Boyette Farm Subdivision. The rezoning petition is a request to include "Row House" as an overlay district. This request meets all applicable plans and policies of the Town of Smithfield.

The rezoning request to change the existing residential zoning with a conditional use district to a residential zoning with a row house overlay zoning district is consistent with the recommendations of the Future Land Use Plan which calls for moderate density residential uses.

B. Disagree

The Future land use plan has identified this property as being suitable for moderate density residential development and open space. The additional residential activity and the traffic generated by such uses will allow for harmful and adverse impacts on the area, particularly to the adjacent low density residential properties to the north, south and west.

## **2. Finding Two of Eight**

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

Circle One

A. Agree

The rezoning will allow for single family housing which is similar to and compatible with development patterns in the surrounding area.

The rezoning petition is compatible with established neighborhood patterns of the surrounding area. This area contains some of the most developable residential properties located within the Town of Smithfield city limits due to prior medium density residential development on nearby properties.

B. Disagree

Although no known compatibility issues with adjacent land uses have occurred in the past, rezoning the property to R-8 RHO zoning district could create the potential for additional congestion along Barbour Road in the form of additional urban sprawl.

## **3. Finding Three of Eight**

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

Circle One

A. Agree

The rezoning will result in a product that meets the current market demand in this area.

The rezoning request from the R-8 CUD residential business zoning districts to an R-8 RHO zoning district is consistent with historical trends suggesting that residential development will continue to occur along Barbour Road to the west.

B. Disagree



The rezoning petition is NOT compatible with the changing neighborhood conditions that might warrant a rezoning because recently there have been no newly constructed subdivisions along Barbour Road which allows the area to retain its existing rural residential character.

#### **4. Finding Four of Eight**

***....The rezoning request is in the community interest....***

A. Agree

The rezoning will result in a product that meets the current market demand in this area.

The rezoning will allow for a wider range of residential uses and provide additional area for expansion of Smithfield's residential base. Any development that will occur from the rezoning will increase the tax base as an additional benefit.

B. Disagree

The denial of the rezoning will be in the best interest of Smithfield because it will maintain a reservoir of low density residential properties for future development.

#### **5. Finding Five of Eight**

***....The request does not constitute "Spot Zoning"....***

A. Agree

The rezoning is compatible with adjacent zoning and uses.

It is unlikely an argument could be made for "spot zoning" or "small scale" since the rezoning will be expanding on an already existing R-8 zoning.

B. Disagree

Since the rezoning does not meet the definition of spot zoning then there is no valid basis for denial.

#### **6. Finding Six of Eight**

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

A. Agree

As evidenced by the abandoned project, the market conditions have changed. The rezoning will allow for a use that meets current market demands.

The property is currently zoned for residential uses. The existing zoning on the property is specific for duplex housing. The new zoning will allow for single family residential development thus expanding the opportunities for development.

**B. Disagree**

There are no considerations for residential row house development at this location. Alternate residential uses should be pursued in more depth prior to rezoning to R-8 RHO.

**7. Finding Seven of Eight**

**....the availability of public services allows consideration of this rezoning request....**

**A. Agree**

The current public services available are suitable for this rezoning.

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

**B Disagree**

Since all the above utilities serve the area then there can be no justification to deny the petition.

**8. Finding Eight of Eight**

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

**A. Agree**

The streets and utility infrastructure has been constructed. The rezoning will allow for a feasible development strategy.

There are no physical restraints to the area considered for rezoning such as wetlands, stream buffers, potential flood hazard areas and storm water that would outright prohibit development of the property. There is no limiting geological and hydrological formation that would prohibit development (rock outcrops, lakes, etc.).

**B. Disagree**

Since there are no physical features such as rock out crops that would render the rezoned *area undevelopable and given the fact that proper permits more than likely can be obtained then there is no basis for denial based on physical characteristics.*

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

**Motion to Approve:** Based upon satisfactory compliance with the above stated eight findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative I move to approve the Rezoning Petition RZ-16-02.

**Motion to Deny:** Based upon the failure to adequately address all of the above stated eight findings and for the reasons stated therein, I move to deny the Rezoning Petition RZ-16-02.

**10. Record of Decision:**

**Based on a motion and majority vote of the Town of Smithfield Town Council, Rezoning Petition RZ-16-02 is hereby:**

**Check one**

\_\_\_\_\_ **Approved for the following reasons:**

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\_\_\_\_\_ **Denied for the following reasons:**

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---

---

**Decision made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ while in regular session.**

\_\_\_\_\_

**M. Andy Moore, Mayor**

**Attest:**

\_\_\_\_\_

**Shannan L. Williams, Town Clerk**



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

## REZONING APPLICATION

*Pursuant to Article 4, Section 4-1 of the Unified Development Ordinance, proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. Rezoning applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached) and the application fee. The application fee is \$300.00 for a rezoning to a Standard District.*

Name of Project: BELLA SQUARE Acreage of Property: 9.45  
Parcel ID Number: 168500-92-7886 Tax ID: 4340665  
Deed Book: 1897 Deed Page(s): 940  
Address: N/A  
Location: South side of Barbour Rd, approximately 0.7 mi west of Wilson's Mills Rd

Existing Use: R/A Proposed Use: Residential  
Existing Zoning District: R-8 CUD  
Requested Zoning District To include the overlay district of "Rowhouse"  
Is project within a Planned Development: ☐ Yes ☒ No  
Planned Development District (if applicable): \_\_\_\_\_  
Is project within an Overlay District: ☐ Yes ☒ No  
Overlay District (if applicable): \_\_\_\_\_

### FOR OFFICE USE ONLY

File Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Amount Paid: \_\_\_\_\_





## REQUIRED FINDINGS OF FACT

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

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

The proposed rezoning petition is for a "redevelopment" project. The streets and utility infrastructure was previously constructed as Boyette Farm Subdivision. The rezoning petition is a request to include "Rowhouse" as an overlay district. This request meets all applicable plans and policies of the Town of Smithfield. However, we are requesting a variance for the side setbacks from 6' to 5'.

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

This single family project is similar to and compatible with development patterns in the surrounding area.

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

This rezoning will result in a product that meets the current market demand in this area.

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

The rezoning will provide an opportunity to complete a project that has been stagnant for some time.

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

The rezoning is compatible with adjacent zoning and uses.

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

As evidenced by the abandoned project, the market conditions have changed the rezoning will allow for a use that meets current market demands.

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

The current public services available are suitable for this rezoning.

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

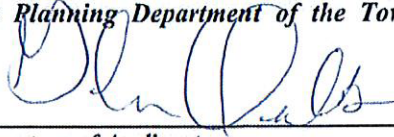
The streets and utility infrastructure has been constructed. The rezoning will allow for a feasible development strategy.

## APPLICANT AFFIDAVIT

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

**Glenn Weeks**

*Print Name*



*Signature of Applicant*

8/10/16

*Date*





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

## OWNER'S CONSENT FORM

Name of Project: Bella Square Submittal Date: \_\_\_\_\_

### OWNERS AUTHORIZATION

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

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

Wayne Barefoot  
Signature of Owner

Wayne Barefoot  
Print Name

8-10-16  
Date

### CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Glenn Weeks  
Signature of Owner/Applicant

Glenn Weeks  
Print Name

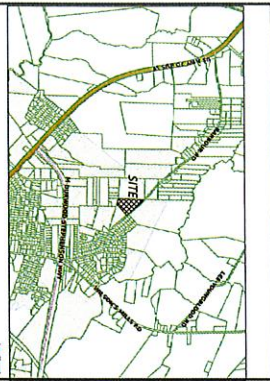
8-10-16  
Date

### FOR OFFICE USE ONLY

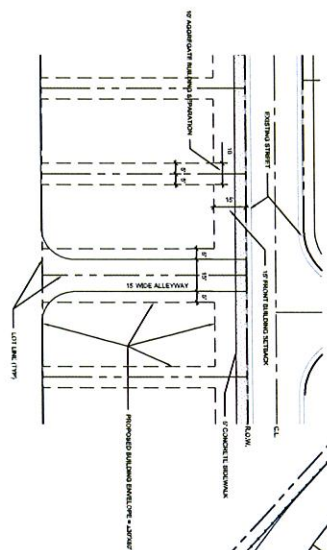
File Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Parcel ID Number: \_\_\_\_\_



# SITE VICINITY MAP



## TYPICAL LOT STANDARDS/SETBACKS



## GRAPHIC SCALE



REVISED  
2020 MAY 15, 2019

NOT RELEASED FOR  
CONSTRUCTION

FOR REVIEW AND  
COMMENT ONLY

SD01

NO.	DATE	DESCRIPTION
1	05/15/2019	ISSUED FOR REVIEW
2	05/15/2019	REVISED SETBACKS
3	05/15/2019	REVISED LOT SIZES
4	05/15/2019	REVISED DRIVEWAY
5	05/15/2019	REVISED DRIVEWAY
6	05/15/2019	REVISED DRIVEWAY
7	05/15/2019	REVISED DRIVEWAY
8	05/15/2019	REVISED DRIVEWAY
9	05/15/2019	REVISED DRIVEWAY
10	05/15/2019	REVISED DRIVEWAY
11	05/15/2019	REVISED DRIVEWAY
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46	05/15/2019	REVISED DRIVEWAY
47	05/15/2019	REVISED DRIVEWAY
48	05/15/2019	REVISED DRIVEWAY
49	05/15/2019	REVISED DRIVEWAY
50	05/15/2019	REVISED DRIVEWAY

SUBDIVISION PLAN

BELLA SQUARE  
SMITHFIELD, NORTH CAROLINA



**ADAMS & HODGE**  
ENGINEERING, PC

335 ATHLETIC CLUB BLVD  
CLAYTON, NC 27020  
252-761-5444  
FIRM # C-4187

REVISIONS

N/F  
HEATH STREET ACRES LIMITED PARTNERSHIP  
10000 W. 10TH ST.  
P.O. BOX 10000  
SMITHFIELD, NC 27083  
ZONING: R-20A

N/F  
AGELA MARIE BRASWELL  
10000 W. 10TH ST.  
P.O. BOX 10000  
SMITHFIELD, NC 27083  
ZONING: R-20A

N/F  
BARRELL JAMES DAVIS  
10000 W. 10TH ST.  
P.O. BOX 10000  
SMITHFIELD, NC 27083  
ZONING: R-20A

N/F  
BETHANVEN, INC  
10000 W. 10TH ST.  
P.O. BOX 10000  
SMITHFIELD, NC 27083  
ZONING: R-20A

N/F  
BETHANVEN, INC  
10000 W. 10TH ST.  
P.O. BOX 10000  
SMITHFIELD, NC 27083  
ZONING: R-20A

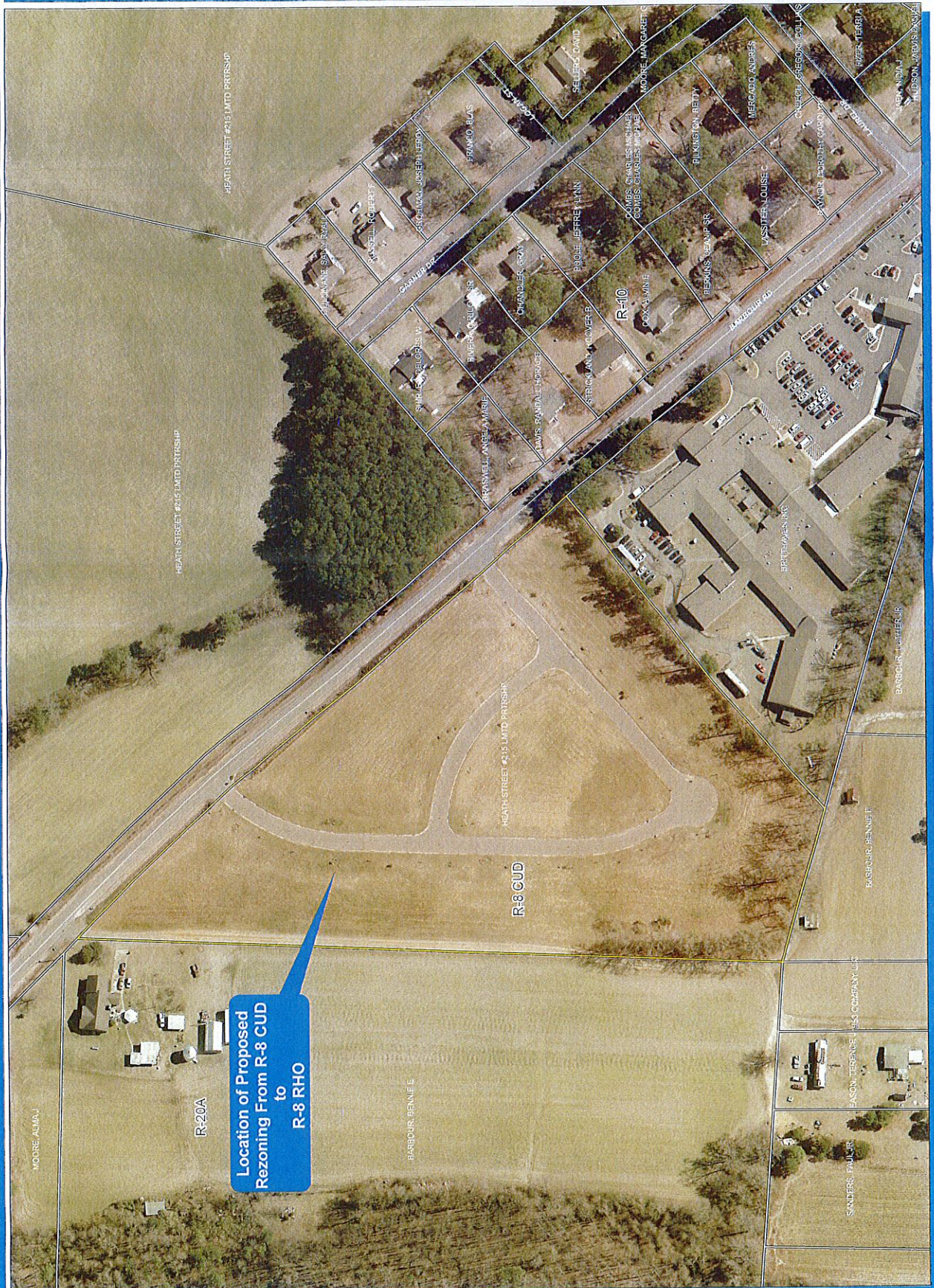
N/F  
1993 CORP., LLC  
10000 W. 10TH ST.  
P.O. BOX 10000  
SMITHFIELD, NC 27083  
ZONING: R-20A

N/F  
BETHANVEN, INC  
10000 W. 10TH ST.  
P.O. BOX 10000  
SMITHFIELD, NC 27083  
ZONING: R-20A

N/F  
SUBJECT PROPERTY  
10000 W. 10TH ST.  
P.O. BOX 10000  
SMITHFIELD, NC 27083  
ZONING: R-20A



# 500 Block of Barbour Road



Location of Proposed  
Rezoning From R-8 CUD  
to  
R-8 RHO



Project Name:  
Bella Square  
Rezoning

Proposed Use:  
Row House  
Development

File Number:  
RZ-16-02

Property Owner:  
Heath Street #215  
Lmtl Prrshp

Applicant:  
Genesis Living, Inc.

Location:  
501 Barbour Road

Tax ID#  
15078009L

Zoning District:  
R-8 CUD

Map created by the  
Mark E. Helmer, AICP  
Senior Planner,  
GIS Specialist  
on 8/17/2016

1 inch = 60 feet








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, RZ-16-02, were notified by First Class Mail on 8-15-16.

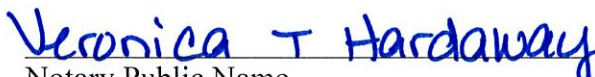
  
Signature

Johnston County, North Carolina

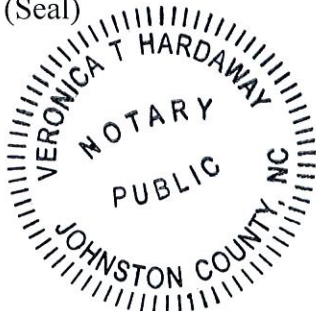
I, Veronica T. Hardaway, a Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

16<sup>th</sup> day of August, 2016

  
Notary Public Signature

  
Notary Public Name

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





Adjacent Property Owners of  
CUP-16-09 - RZ-16-02

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15078009L	168500-92-7886	HEATH STREET #215 LMTD PRTRSH	258 MEADOWBROOK DR	FOUR OAKS	NC	27524-8550
15K09010N	168520-92-5142	1953 COMPANY LLC	PO BOX 150	SMITHFIELD	NC	27577-0150
15K09016E	169500-02-4617	DAVIS, RANDALL HORACE	408 BARBOUR RD	SMITHFIELD	NC	27577-0000
15K09010G	168520-92-7106	BARBOUR, BENNIE E	661 BARBOUR RD	SMITHFIELD	NC	27577-5579
15J08036	168500-92-2952	BARBOUR, BENNIE E	661 BARBOUR RD	SMITHFIELD	NC	27577-5579
15J08035	168500-93-2691	MOORE, ALMA J	8205 GLEAVES COURT	ALEXANDRIA	VA	22309-0000
15078009K	169500-04-3091	HEATH STREET #215 LMTD PRTRSH	258 MEADOWBROOK DR	FOUR OAKS	NC	27524-8550
15K09016D	169500-02-3754	BRASWELL, ANGELA MARIE	61 ROSEBAY LN	CLAYTON	NC	27527-8807
15078040	169517-02-3384	BRITTHAVEN INC	PO BOX 6159	KINSTON	NC	28502-6159
15K09010V	169517-01-4841	BARBOUR, LUTHER JR	401 BARBOUR RD	SMITHFIELD	NC	27577-5507



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-16-09  
**Project Name:** Bella Square  
**TAX ID number:** 4340665  
**Town Limits / ETJ:** Smithfield Corporate Limits  
**Applicant:** Genesis Living, Inc.  
**Owners:** Heath Street #215 Limited Partnership  
**Agents:** none  
**Neighborhood Meeting:** none

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**PROJECT LOCATION:** Southeast side of Barbour Road approximately 780 feet northwest of its intersection with Laurel Drive

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**REQUEST:** Condition Use Permit for a Row House Overlay for a 44 lot single family development. Requested conditions to be place include: reducing side yard setback form 6 ft to 5 ft, reduce landscape buffer from 15ft to 7.5ft with landscaping and screen fencing, allow direct entry to parking spaces from public street at recreational amenity, and reduce the right of way requirement from 50ft to 40ft.

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### SITE DATA:

**Acreage:** 9.45 acres  
**Present Zoning:** R-8 CUD (Residential-Conditional Use) district  
**Proposed Zoning:** R-8 (Residential) with RHO (Row House Overlay) district  
**Existing Use:** Partially completed duplex subdivision with no houses constructed  
**Proposed Use:** Single family residential (row houses)

### DEVELOPMENT DATA:

**Proposed Use:** N/A - All uses permitted with in the R8 (Residential) zoning district may be considered for future site plan approval.

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**ENVIRONMENTAL:** There are no known environmentally sensitive areas to include wetlands and 100 year floodplain. The property is not located within the watershed protected area of the Town of Smithfield.

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

North:	Zoning:	R20A (Residential Agriculture)
	Existing Use:	Farm fields, some woodland, and limited residential S/D
South:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	Farm fields and limited rural residential
East:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	Rest home
West:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	Farm fields and limited rural residential

---

## **STAFF ANALYSIS AND COMMENTARY:**

The property considered for rezoning is a partially constructed duplex subdivision with 25 lots (50 dwelling units). The property was originally zoned R-20A and was rezoned to the current R-8 CUD for the purpose of developing the duplex subdivision. A preliminary plat and an engineering plat were submitted and approved by the Town of Smithfield in 2001. The utilities and the roads were permitted and then partially constructed but never accepted by the State or the Town. The property although partially developed is listed on the tax books as undeveloped residential land.

Adjacent property to the north, south and west is primarily agricultural land with a mix of typical rural residential housing on individual lots ranging in size from less than an acre to approximately 50 acres. To the east is Britthaven rest home located on approximately 6 acres of land.

### **Consistency with the Strategic Growth Plan**

The proposed rezoning to the R-8 (residential) with RHO (overlay) zoning district is consistent with the Strategic Growth Plan which recommends the property be zoned for medium density residential development.

#### **o Consistency with the Unified Development Code**

The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance provided that all proposed future land uses and developments are constructed in accordance with minimum development standards.

#### **o Compatibility with Surrounding Land Uses**

The property considered for a rezoning is located on land presently zoned R-8 CUD district. The existing approved subdivision for the property is permitted for 25 duplex lots allowing for 50 living units on the property. The proposed zoning change to R-8 RHO district should allow for a similar density of development. Therefore there should not be any appreciable difference in compatibility with the adjacent land uses.

---

## **OTHER:**

**FIRE PROTECTION:** The Town of Wilsons Mills will provide fire protection.



SCHOOL IMPACTS: There will be potential for impact on the schools but no more than the presently approved subdivision.

PARKS AND RECREATION: There will be impacts on parks and recreational facilities but will be mitigated when developed by construction of on-site recreational facilities or paying fee in lieu of recreation facilities in accordance with the UDO.

ACCESS/STREETS: Approximately 930 feet of road frontage along Barbour Road and approximately 1440 lf of existing unfinished subdivision streets.

WATER/SEWER PROVIDER: Town of Smithfield water and sewer allocation.

ELECTRIC PROVIDER: Duke Energy

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#### **FINDINGS:**

In connection with a legislative decision for a rezoning request, the Planning Board and the Town Council may consider certain approval criteria. Please refer to attached "Approval Criteria". Planning Staff generally accepts these findings as fact as part of a complete application submitted by the petitioner.

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**Planning Department Recommendations:** The Planning Department recommends approval of the request to establish a Row House Overlay (RHO) on the property with consideration given to the conditions requested by the developer.

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**Planning Board Actions:** The Planning Board will make a recommendation in accordance with the finding of fact for a conditional use permit at its September 1, 2016 meeting and this recommendation will be presented to Town Council at the September 6, 2016 Town Council meeting.

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**Town Council Action Requested:** The Smithfield Town Council is requested to review the petition and make a decision in accordance with the approval criteria for the establish of a Row House Overlay in accordance with the submitted plan and with the conditions requested by the developer.

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**Town of Smithfield**  
**Conditional Use Permit Application**  
**Finding of Fact / Approval Criteria**  
**CUP-16-09**

**Application Number:** CUP-16-09    **Name:** Genesis Living, Inc.

**Request:** Applicant seeks a CUP for an RHO subdivision.

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 request for conditional use will not endanger the public health, safety, or general welfare for the reason that the 44 lot RHO subdivision will have less impact than the currently approved 25 lot 50 unit duplex subdivision.

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

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

The proposed subdivision will have an adverse effect on the rest home as well as the neighboring rural residential lots by creating additional vehicular traffic and by increasing the impervious area of development thus increasing storm water runoff.

**2. Finding Two of Four**

Circle One

**A. Approval:**

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

The proposed use will meet all required conditions and specifications in accordance with the current Unified Development Ordinance plus state and federal regulations once a variance is obtained to decrease the side yard setback from 6 feet to 5 feet.

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

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

The proposed subdivision plan does not meet the minimum side yard setback of 6 feet and should be denied.



### 3. Finding Three of Four:

Circle One

A. **Approval:**

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

The proposed use will not adversely affect the use or any physical attribute of adjoining or abutting property. The RHO subdivision is a single family residential subdivision which is more in keeping with adjacent developments than the previously approved duplex subdivision.

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

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

It is unlikely that the proposed RHO development will substantially injure the value of adjoining or abutting properties and/or will be detrimental to the use or development of adjacent properties and should not be used for basis of denial.

#### 4. Finding Four of Four:

Circle One

A. **Approval:**

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

The proposed RHO subdivision does not adversely affect the adopted plans and policies of the Town of Smithfield because the development is in compliance with the Comprehensive Land Use Plan and the Unified Development Ordinance.

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

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

The proposed RHO subdivision will not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of the existing standards for development and should not be used for a basis of denial.

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

**Motion to Approve:** *Based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to recommend approval of Conditional Use Permit Application # CUP-16-09*

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**Motion to Deny:** *Based upon failure to meet all of the above four stated findings and for reasons stated therein, I move to recommend denial of Conditional Use Permit Application # CUP-16-09 for the following stated reason:*

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**5. Record of Decision:**

**Based on a motion and majority vote of the Town of Smithfield Town Council hereby recommends to the Town Council that Conditional Use Permit Application Number CUP-16-09 is hereby:**

\_\_\_\_\_ recommended for approval upon acceptance and conformity with the following conditions; or,

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\_\_\_\_\_ recommended for denial for the noted reasons.

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Decision made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ while in regular session.

\_\_\_\_\_  
M. Andy Moore, Mayor

**ATTEST:**

\_\_\_\_\_  
Shannan L. Williams, Town Clerk





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

## CONDITIONAL USE PERMIT APPLICATION

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

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

### SITE INFORMATION:

Name of Project: Bella Square Acreage of Property: 9.45 ac  
Parcel ID Number: 168500-92-7886 Tax ID: 4340665  
Deed Book: 01897 Deed Page(s): 0940  
Address: \_\_\_\_\_  
Location: Southeast side of Barbour Road approx. 780 feet northwest of its intersection with Laurel Drive  
Existing Use: Partial developed duplex S/D Proposed Use: Single family row house S/D  
Existing Zoning District: R-8 RHO  
Requested Zoning District: \_\_\_\_\_  
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): Row House Overlay District

### FOR OFFICE USE ONLY

File Number: 607-16-09 Date Received: 6/5/10 Amount Paid: \$300.00



### OWNER INFORMATION:

Name: Heath Street #215 Limited Partnership (Wayne Barefoot)

Mailing Address: 258 Meadowbrook Drive, Four Oaks, NC 27524-8550

Phone Number: 919 868 6901

Fax:

Email Address:

### APPLICANT INFORMATION:

Applicant: Genesis Living, Inc.

Mailing Address: 243 Presley Blvd. Garner, NC 27529

Phone Number: 919 337 2172

Fax:

Contact Person: Glenn Weeks

Email Address: genesislivinginc@hotmail.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.*

The original subdivision (2001) was permitted as a 25 lot 50 unit duplex subdivision. The utilities and roadways were built but never accepted by the Town. It is proposed to construct a row house subdivision with single story and two story row houses on single family lots utilizing the existing utilities and streets. In order to fully use the existing infrastructure in the proposed RHO subdivision it is requested that variances/conditions be placed on the development to allow for the side yards to be reduced from 6 ft to 5 ft ; landscape buffers be reduced from 15 ft to 7.5 ft by incorporating landscaping and screen fence and by allowing access to parking spaces directly from a public street. The access to the parking will only occur at the common recreation space owned by the HOA. The HOA will own the parking spaces and will maintain the parking spaces and the associated site walk that lies outside of the street right of way. It is also requested that the street right of way be reduced from 50 ft to 40 feet in order to more accurately align the existing water meters and clean outs with the proposed single family RHO lots. A storm water management facility will need to be constructed on the opposite side of Barbour Road to detain the storm water generated by the subdivision. No traffic impact analysis, wastewater allocation or driveway permits will be required since they were obtained at the time the original subdivision was approved. All utilities and roadways will be certified to the Town and the State by a licensed professional engineer prior to acceptance of the subdivision by the Town. The RHO subdivision will contain 44 lots.



## REQUIRED FINDINGS OF FACT

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

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

The proposed request for a conditional use row house overlay will not endanger the public health, safety or general welfare for the reason that the 44 lot RHO subdivision will have less impact than the currently approved 25 lot 50 unit duplex subdivision.

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

The proposed use will meet all required conditions and specifications in accordance with the current Unified Development Ordinance plus state and federal regulations once conditions are placed on the development to decrease the side yard setback from 6 ft to 5 ft, allow landscape buffers to be reduced from 15 ft to 7.5 ft by incorporating fencing and landscaping and to allow for parking lot access directly from a public street into the parking spaces. Parking will be owned and maintained by the HOA.

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

The proposed use will not adversely affect the use or any physical attribute of adjoining or abutting property. The RHO subdivision is a single family residential subdivision which is more in keeping with adjacent developments than the previously approved duplex subdivision.

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

The proposed RHO subdivision does not adversely affect the adopted plans and policies of the Town of Smithfield because the development is in compliance with the Comprehensive Land Use Plan and the Unified Development Ordinance.



## 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.*

Glenn Weeks

*Print Name*

*Signature of Applicant*

8/5/2016

*Date*



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

## OWNER'S CONSENT FORM

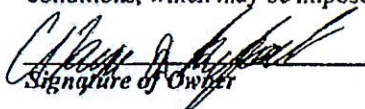
Name of Project: Bella Square

Submittal Date: \_\_\_\_\_

### OWNERS AUTHORIZATION

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

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

  
Signature of Owner

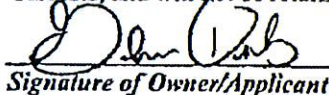
Wayne Barefoot

Print Name

8-10-16  
Date

### CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

  
Signature of Owner/Applicant

Glenn Weeks

Print Name

8-10-16  
Date

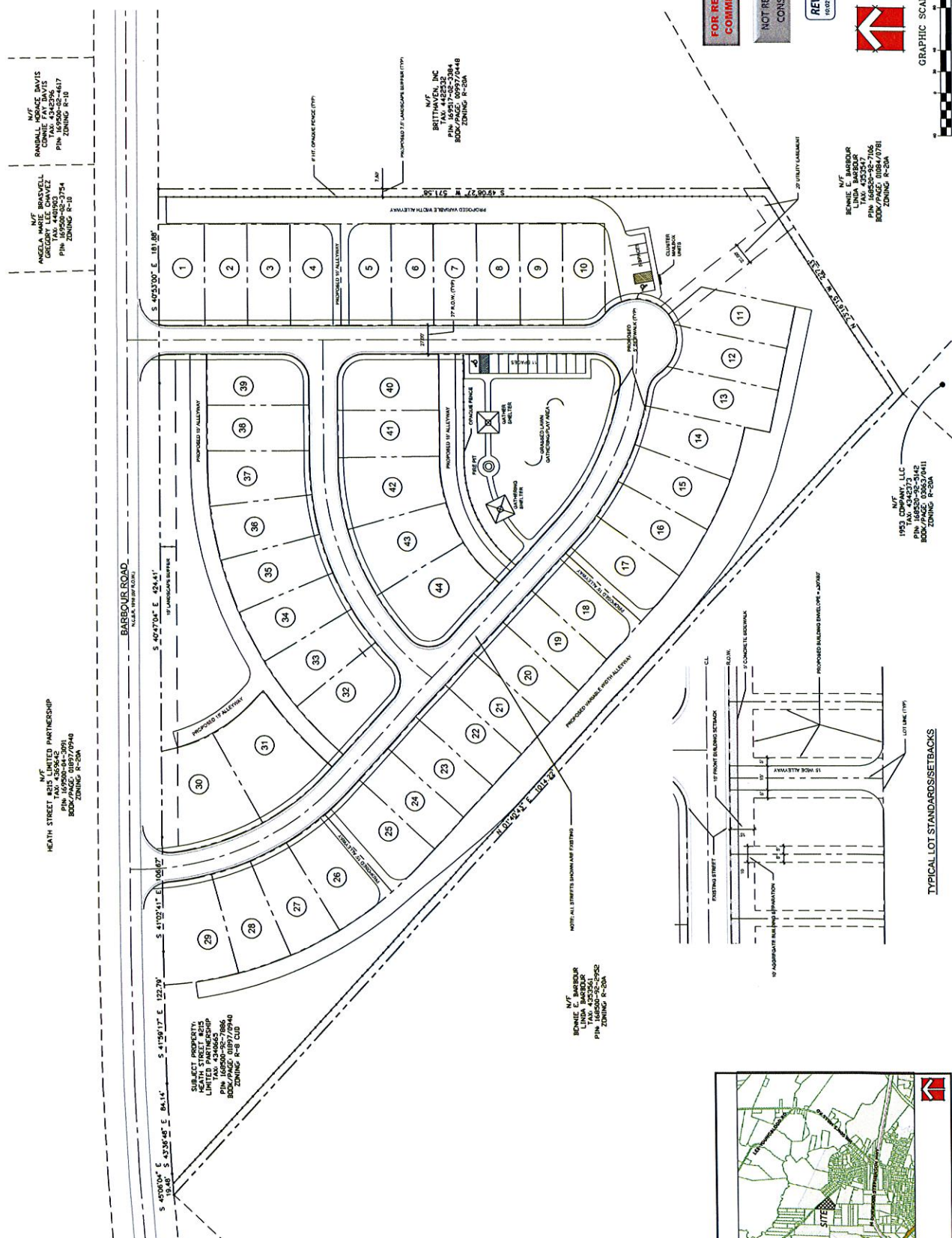
### FOR OFFICE USE ONLY

File Number: CUP-16-09

Date Received: \_\_\_\_\_

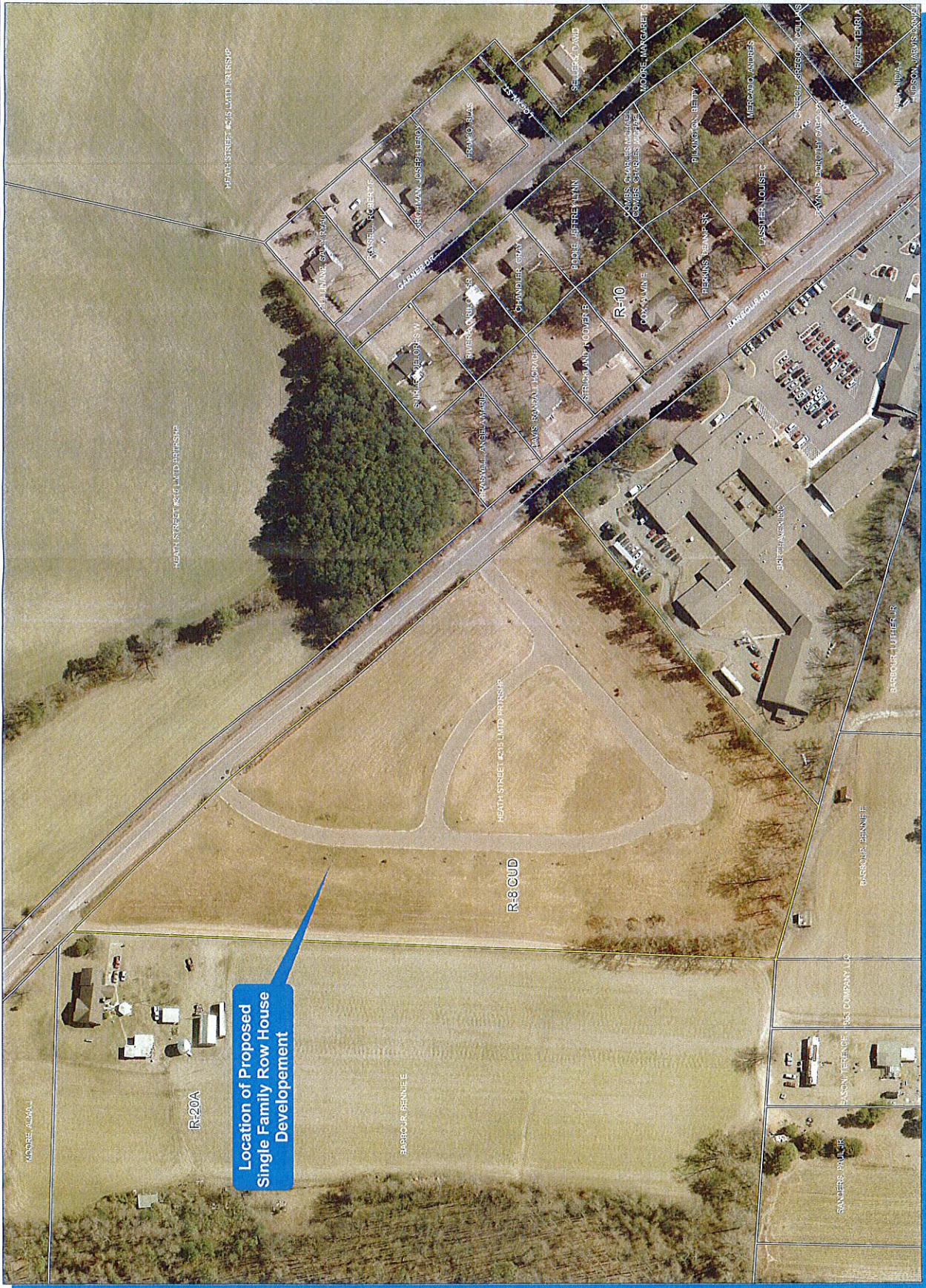
Parcel ID Number: \_\_\_\_\_







# 500 Block of Barbour Road



Project Name:  
Bella Square  
Conditional Use  
Permit Request

Proposed Use:  
SFD Row House  
Development

File Number:  
CUP-16-09

Property Owner:  
Heath Street #215  
Lmtl Prrshp

Applicant:  
Genesis Living, Inc.

Location:  
501 Barbour Road

Tax ID#  
15078009L

Zoning District:  
R-8 ROH

Map created by the  
Mark E. Helmer, AICP  
Senior Planner,  
GIS Specialist  
on 8/17/2016

1 inch = 60 feet








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, CUP-16-09, were notified by First Class Mail on 8-15-16.

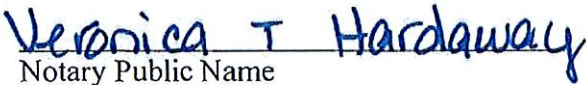
  
Signature

Johnston County, North Carolina

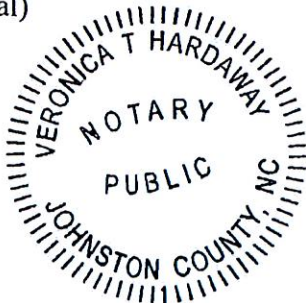
I, Veronica T. Hardaway, a Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

16th day of August, 2016

  
Notary Public Signature

  
Notary Public Name

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



Adjacent Property Owners of  
CUP-16-09 - RZ-16-02

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15078009L	168500-92-7886	HEATH STREET #215 LMTD PRTRSH	258 MEADOWBROOK DR	FOUR OAKS	NC	27524-8550
15K09010N	168520-92-5142	1953 COMPANY LLC	PO BOX 150	SMITHFIELD	NC	27577-0150
15K09016E	169500-02-4617	DAVIS, RANDALL HORACE	408 BARBOUR RD	SMITHFIELD	NC	27577-0000
15K09010G	168520-92-7106	BARBOUR, BENNIE E	661 BARBOUR RD	SMITHFIELD	NC	27577-5579
15J08036	168500-92-2952	BARBOUR, BENNIE E	661 BARBOUR RD	SMITHFIELD	NC	27577-5579
15J08035	168500-93-2691	MOORE, ALMA J	8205 GLEAVES COURT	ALEXANDRIA	VA	22309-0000
15078009K	169500-04-3091	HEATH STREET #215 LMTD PRTRSH	258 MEADOWBROOK DR	FOUR OAKS	NC	27524-8550
15K09016D	169500-02-3754	BRASWELL, ANGELA MARIE	61 ROSEBAY LN	CLAYTON	NC	27527-8807
15078040	169517-02-3384	BRITTHAVEN INC	PO BOX 6159	KINSTON	NC	28502-6159
15K09010V	169517-01-4841	BARBOUR, LUTHER JR	401 BARBOUR RD	SMITHFIELD	NC	27577-5507





## PLANNING DEPARTMENT

Paul C. Embler, Jr., Director

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### **Notice Of Public Hearings**

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, September 6, 2016 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

**CUP-16-05 Canon Farm, LLC:** The applicant is requesting a conditional use permit to construct and operate a solar farm on property located within an R-20A (Residential-Agricultural) zoning district. The property considered for approval is located on the southeast side of the intersection of Lee-Youngblood Road and Wilsons Mills Road. The property is further identified as Johnston County Tax ID# 17K09005.

**CUP-16-06 Car Service of Four Oaks:** The applicant is requesting a conditional use permit to operate an automotive sales lot designed to accommodate no more than 10 automobiles for sale on property located within a B-3 (Business) zoning district. The property considered for approval is located on the south side of East Edgerton Street approximately 430 feet south of its intersection with North Brightleaf Boulevard. The property is further identified as Johnston County Tax ID# 15006015.

**RZ-16-02 Genesis Living Inc:** The applicant is requesting to rezone one tract of land totaling approximately 9.45 acres from the R-8 CUD (Residential-Conditional Use) zoning districts to the R-8 (Residential) and RHO (Rowhouse Overlay) zoning districts. The property considered for rezoning classification is located on the southwest side of Barbour Road approximately 780 feet northwest of its intersection with Laurel Drive. The property is further identified as Johnston County Tax ID#4340665

**CUP-16-09 Genesis Living Inc:** The applicant is requesting a conditional use permit to construct a 45 unit rowhouse subdivision development on approximately 9.45 acre tract on land located within an the R-8 (Residential) and RHO (Rowhouse Overlay) zoning districts. The property considered for a conditional use permit is located on the southwest side of Barbour Road approximately 780 feet northwest of its intersection with Laurel Drive. The property is further identified as Johnston County Tax ID#4340665

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](http://www.smithfield-nc.com).

**Run "Legal Ad" in the Smithfield Herald on 8/24/16 and 8/31/16**

350 E. Market Street P.O. Box 761 Smithfield, NC 27577  
919-934-2116 Fax 919-934-1134



# Request for City Council Action

<b>Public Hearing Item: Date:</b>	<b>Municipal Service District 09/06/2016</b>
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**Subject:** Municipal Service District  
**Department:** General Government  
**Presented by:** Michael L. Scott, Town Manager & Bob Spence, Town Attorney  
**Presentation:** Public Hearing

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## Issue Statement

The North Carolina General Assembly recently amended NCGS 160A-536 Municipal Service Districts (MSD). In accordance with NCGS 160A-536 (d1), before the Town can contract with a private entity for services in the MSD, it must gain input from the residents and property owners in the district.

## Financial Impact

None

## Action Needed

Hold a public hearing before entering into a contract with the Downtown Smithfield Development Corporation for services to be provided in the Municipal Service District. Approve the contract between the Town of Smithfield and the Downtown Smithfield Development Corporation.

## Recommendation

It is the recommendation of staff to approve the contract with the Downtown Smithfield Development Corporation to provide services in the Municipal Service District.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

1. RFP Downtown Smithfield MSC Program Management Services
2. DSDC response to RFP
3. Proposed contract between the Town of Smithfield and DSDC





# Staff Report

Public Hearing Item	Municipal Service District
---------------------------	----------------------------------

In the state budget bill, **S.L. 2015-241**, the legislature made a few changes to municipal service district (MSD) authority. One of the changes that affect the Town of Smithfield is the ability to contract with a private entity to provide services to the MSD. In accordance with NCGS 160A-536 (d1) (1) – (5), before the Town can enter into a contract with any private agency it must do the following:

- 1. Solicit input from the residents and property owners as to the needs of the service district.**
  - a. This was accomplished by conducting a public hearing at the August 2, 2016 Town Council meeting.
- 2. Use a bid process to select the private entity that is contracting to provide services or undertake projects in the MSD.**
  - a. Town staff advertised a Request for Proposals in the Herald on August 14<sup>th</sup> and 21<sup>st</sup>. The information was also made available on the Town of Smithfield's website.
  - b. The Downtown Smithfield Development Corporation was the only entity to respond to the RFP (See attached)
- 3. Hold a public hearing before entering into the contract.**
  - a. The second public hearing will be held September 6, 2016 and was duly advertised in the Herald on August 21<sup>st</sup> and 28<sup>th</sup>.
- 4. Require the contracting entity to report annually to the municipality.**
  - a. This is addressed in the proposed contract (page 4) ***Terms: 4. Annual Program Budget Allocation***
- 5. Specify the scope of the services to be provided by the private entity in the contract.**
  - a. This is outline in the contract for Downtown Municipal Service District Services (See attached)
- 6. Limit the contract to five years or less**
  - a. This is addressed in the proposed contract (page 4) ***Terms: 2. Contract and Length.***



**Request for Proposals  
for  
Downtown Smithfield Municipal Service District  
Program Management Services**

**Specifications**

**Downtown Municipal Service District Overview**

The Town of Smithfield is soliciting proposals from qualified agencies to partner with the Town to provide enhanced services in the Downtown Smithfield Municipal Service District (MSD). In September 2015, the NC General Assembly adopted legislation impacting the process by which cities contract with private agencies to provide services within a MSD. The legislation also outlines certain contractual requirements including specifying the purposes for which Town funding is to be used in the MSD and appropriately accounting for the funding at the end of each fiscal year.

The Town of Smithfield desires to partner with a non-profit that has experience managing a Downtown Municipal Service District/Main Street program in a manner that positively positions downtown Smithfield as an attractive, vibrant destination for those who work, play, and live within the Municipal Service District through provision of services that follow and utilizes the Main Street® philosophy and Four Point Approach® of Organization, Design, Promotion and Economic Vitality in its downtown revitalization efforts to enhance its status as a North Carolina Main Street community.

Program activities should result in a downtown that experiences increased marketing of downtown, reductions in building vacancy, increases in business activity, property values, and the number of downtown residents.

**Scope of Work**

**Purpose**

The purpose of the Downtown Municipal Service District management service contract is to identify an experienced Main Street organization to manage contracted services for the Downtown MSD program that follows and utilizes the Main Street® philosophy and Four Point Approach® of Organization, Design, Promotion and Economic Vitality in its downtown revitalization efforts. The organization would provide the following services: Marketing and Communications, Economic Development, Event Management, and Planning and Development.

**Core Program Areas and General Objectives of the Main Street Four Point Approach®**

**Economic Vitality**

- Support existing businesses
- Recruit new businesses
- Support new development opportunities
- Develop strategies to increase business activity
- Support the planning and implementation of capital projects

## **Organization - Planning and Development**

- Work to ensure that all organizational resources (partners, funding, volunteers, etc.) are mobilized to effectively work together
- Maintain a viable 501(c)(3) structure with a governing board of directors and standing volunteer committees composed of the stakeholders for the downtown community
- Build consensus and cooperation among various groups and individuals that have a stake in the commercial district
- Identify sources of funding for revitalization activities

## **Promotions**

- Market downtown as a destination for living, working, shopping, and entertainment
- Market and promote businesses, events, and cultural programs downtown
- Advocate on behalf of downtown stakeholders
- Educate the public on downtown opportunities and issues
- Communicate with downtown stakeholders
- Communicate with the public sector
- Support existing events with management services and/or funding support
- Support the production of new events
- Develop strategies to increase the utilization of downtown for cultural programs and events

## **Design**

- Support the planning and implementation of streetscape improvements
- Support the preservation of historic structures
- Provide and support improvements to the downtown aesthetics enhancing the visual quality of the district
- Provide and support place making and street activation enhancements (art installations, street furniture, decorations, signage, etc.)

## **Role, Scope, and Authority of Contractor**

Under no circumstances may the contractor commit Town funds outside of the program budget to any businesses or projects. Contractor works in a supportive role with the Town to facilitate connections that may result in economic development agreements.

## **Annual Program Budget Allocation**

Budgets shall be established annually by the Town. The anticipated funding amount is subject to annual tax receipts which may fluctuate over the term of the contract.

## **Negotiation of Final Scope of Work**

The Town will negotiate the final scope of services with the selected finalist.



## **Proposal For Downtown Smithfield Municipal Service District Program Management Services**

August 25, 2016

In accordance with your request, please find below our Contract Proposal to partner with the Town of Smithfield to provide enhanced services in the Downtown Smithfield Municipal Service District (MSD).

### **Overview of Organization**

The Downtown Smithfield Development Corporation (DSDC) is a non-profit, 501(c)(3) organization that has managed the Main Street Program for Smithfield since the Town joined the Main Street program in 1986. We work to provide services that follow and utilize the Main Street® philosophy and Four Point Approach® of Promotion, Design, Economic Vitality and Organization in our downtown revitalization efforts to enhance our status as a North Carolina Main Street community. Smithfield once again received National Main Street Accreditation this year as a result of the work of the DSDC.

The mission of the DSDC is to develop and sustain an economically vital, socially active and visually attractive downtown for Smithfield's current and future citizens. The organization is governed by a 17-member Board of Directors and has four volunteer committees: Promotions, Design, Economic Development, and Organization that work to develop and implement goals, and objectives, and programs for the long-term success of Downtown Smithfield.

As the Town's economic development partner for downtown, the DSDC has worked over the past 30 years to provide leadership dedicated to the historic preservation and enhancement of Downtown Smithfield by promoting downtown as the center of government, enhanced by thriving independently owned businesses, and as a destination for Smithfield citizens and visitors as the cultural center of the community. The DSDC hopes to continue its partnership with the Town to provide enhanced services in the Downtown Smithfield MSD to positively position Downtown Smithfield as an attractive, vibrant destination, and seeks a five year contract to do so.



## **SERVICE PLAN**

### **Economic Development**

The DSDC Economic Development Committee and staff will continue to expand economic development efforts related to increasing the tax base, supporting existing businesses, attracting new businesses and adding residential opportunities in downtown.

The DSDC offers downtown property and business owners a variety of technical assistance relating to business operation and building rehabilitation. Staff is able to advise business owners regarding storefront and window displays, retail merchandising, customer experience, and marketing. Staff is able to educate property owners on incentives for building rehabilitation including historic property tax credits, business development grants, and job creation grants.

The DSDC offers a variety of incentives designed to attract investment downtown:

- The SHARP (Smithfield Historic Area Revitalization Plan) grant, through a partnership among Johnston County, the Town of Smithfield, and the DSDC, grants back the difference in property taxes to property owners who have made significant improvements to their properties. This grant has been utilized by Larry Stancil for 7<sup>th</sup> Street Marketplace and Walter Schmidlin for Stewart, Schmidlin & Bullock's office.
- The R2 RUSH (Retail and Restaurant Rental/Upfit Subsidy Help) grant encourages new businesses to open downtown, and provides a rent subsidy for well qualified businesses. Retail and restaurant uses are critical, as they enhance the vibrancy of Downtown Smithfield. This grant has been awarded to Simple Twist and Grapes & Grounds.
- The DRIF (Downtown Residential Incentive Fund) encourages the development of residential space downtown, but has not yet been utilized.

### **Organization - Planning and Development**

The DSDC will maintain a viable 501(c)(3) structure with a governing board of directors and standing volunteer committees composed of the stakeholders for the downtown community. The DSDC will continue to work with its partners to positively impact the downtown district, and continue advocacy and public policy efforts on issues that affect downtown. The DSDC will continue to identify funding sources to continue the revitalization of Downtown Smithfield.

### **Promotions**

DSDC Promotions Committee and staff will continue current marketing efforts and work to expand them with three main goals. First, to educate the general public about Downtown

Smithfield and its businesses. Second, to attract visitors to support retail, restaurants and attractions. Third, to attract private investment.

The DSDC markets Downtown Smithfield and its businesses through a variety of means. Our website, [www.downtownsmithfield.com](http://www.downtownsmithfield.com), allows us to reach potential visitors, investors, and new businesses interested in Smithfield. The site provides information on special events, a directory of current businesses, a listing of available properties for sale and rent in the downtown district, and incentives available for new investment.

The DSDC publishes a monthly newsletter, "What's Up Downtown," which keeps subscribers informed of Downtown Smithfield news and events, as well as updates from our businesses. We have built a large social media following across many platforms that engages our audience and allows for regular communication. We can currently be found at:

- Facebook.com/DowntownSmithfield
- Instagram.com/DowntownSmithfield
- Twitter.com/DTSmithfield

We submit press releases, story ideas, and work with local media to promote business news and events happening downtown. Additionally, we work with downtown businesses and partners like the Johnston County Visitors Bureau to develop co-operative advertising opportunities to promote Downtown Smithfield as a destination for dining, shopping, and activity.

The DSDC hosts a number of special events designed to attract people to Downtown Smithfield to encourage retail spending. These events provide positive exposure for the downtown as a whole, increase foot traffic and business activity in our downtown businesses, and help to enhance the quality of life for Smithfield citizens.

The DSDC currently organizes the following downtown events.

- Ham & Yam Festival
- Independence Celebration
- Summer Concerts
- Carriage Rides
- Downtown Smithfield Wine Walk
- Christmas Tree Lighting
- Santa's Workshop

We will continue to evaluate our events for their effectiveness, as well as investigate creating or partnering with other organizations to present new signature events to promote the future growth of Downtown Smithfield.

The DSDC also supports a number of events held in Downtown Smithfield by other organizations by providing assistance with logistics and marketing, including Smithfield Parks & Recreation Department's Christmas Parade, the Junior Women's League of Smithfield's Touch-A-Truck, the Johnston County Heritage Center's Ghost Walk, Neuse Little Theatre's shows, and events at individual businesses.

The DSDC offers a JEM (Joint Effort Marketing) grant, which encourages other organizations to hold their events downtown, and offers funding to offset the cost of advertising the event. This grant has been awarded to a variety of organizations for past special events including: the Ava Gardner Festival, Smithfield Rescue Mission's Battle of the Church Choirs, JoCo Outfitters' Duck Calling Contest, and The JoCo Project's Everyday Sunday Concert, and the Junior Women's League of Smithfield's upcoming Touch-A-Truck. Each of these events attracts people to Downtown Smithfield, increasing consumer spending and enhancing the quality of life.

### **Design/Public Space**

The DSDC Design Committee and staff will continue placing an emphasis on placemaking to improve the quality of life in Downtown Smithfield. The DSDC is committed to continuing its support for the previously completed streetscape improvements, and will investigate opportunities to expand those improvements. Insufficient lighting has been an issue discussed since the implementation of streetscape improvements. The DSDC recently developed a new Lighting Grant to encourage effective storefront lighting to make Downtown Smithfield more pedestrian friendly, improve its vibrancy, and increase the visibility of its businesses.

We will assist property and business owners to encourage the preservation of Downtown Smithfield's historic structures. The DSDC will continue to work with property and business owners to encourage visually attractive buildings and storefronts to activate the downtown sidewalks.

### **SUMMARY OF SERVICES**

If selected to manage the Downtown Smithfield Municipal Service District for the next year five years, the DSDC will extend its long standing partnership with the Town of Smithfield to continue the work of growing and carrying out the downtown revitalization activities.

We will focus on leveraging the resources of the DSDC, Town of Smithfield, and our partners together to promote Downtown Smithfield as the center of government, enhanced by thriving independently owned businesses, and a destination for Smithfield citizens and visitors as the cultural center of the community.

The DSDC will utilize the Main Street® philosophy and Four Point Approach® of Organization, Design, Promotion and Economic Vitality in its Downtown revitalization efforts for Smithfield in order to enhance its status as a North Carolina Main Street community. We will also maintain



our standing as a viable 501(c)(3) organization composed of the main stakeholders for the Downtown community.

Sincerely,

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

Sarah Edwards, Executive Director  
Downtown Smithfield Development Corporation



## CONTRACT FOR DOWNTOWN MUNICIPAL SERVICE DISTRICT SERVICES

THIS CONTRACT ("Contract") is made as of September 6, 2016, by and among Downtown Smithfield Development Corporation ("DSDC"), a "private agency" as referenced in Article 23 of Chapter 160A, and the Town of Smithfield ("Town").

### RECITALS:

1. **Statutory Authorization.** Article 23 of GS 160A (hereinafter, "the Chapter") authorizes the Town to establish Downtown Municipal Service Districts to provide enhanced services therein and outlines certain contractual requirements including specifying the purposes for which Town funding is to be used in the MSD and appropriately accounting for the funding at the end of each fiscal year.

2. **Private Agency Contract.** The Town desires to contract with a non-profit that has experience managing a Downtown Municipal Service District/Main Street program in a manner that positively positions downtown Smithfield as an attractive, vibrant destination for those who work, play, and live within the Municipal Service District through provision of services that follow and utilizes the Main Street® philosophy and Four Point Approach® of Organization, Design, Promotion and Economic Vitality in its downtown revitalization efforts to enhance its status as a North Carolina Main Street community. The Town feels that such services as previously provided by the Downtown Smithfield Development Corporation would lead to reductions in building vacancy, increases in business activity, property values, and the number of downtown residents.

3. **Goals Defined.** Article 23 generally defines the goals of a Downtown Municipal Service District as follows.

(a) **Downtown Revitalization Defined.** - As used in this section "downtown revitalization projects" are improvements, services, functions, promotions, and developmental activities intended to further the public health, safety, welfare, convenience, and economic well-being of the central city or downtown area. Exercise of the authority granted by this Article to undertake downtown revitalization projects financed by a service district do not prejudice a city's authority to undertake urban renewal projects in the same area. Examples of downtown revitalization projects include by way of illustration but not limitation all of the following:

- (1) Improvements to water mains, sanitary sewer mains, storm sewer mains, electric power distribution lines, gas mains, street lighting, streets and sidewalks, including rights-of-way and easements.
- (2) Construction of pedestrian malls, bicycle paths, overhead pedestrian walkways, sidewalk canopies, and parking facilities both on-street and off-street.
- (3) Construction of public buildings, restrooms, docks, visitor centers, and tourism facilities.
- (4) Improvements to relieve traffic congestion in the central city and improve pedestrian and vehicular access to it.
- (5) Improvements to reduce the incidence of crime in the central city.
- (6) Providing city services or functions in addition to or to a greater extent than those provided or maintained for the entire city.
- (7) Sponsoring festivals and markets in the downtown area, promoting business investment in the downtown area, helping to coordinate public and private actions in the downtown area, and developing and issuing publications on the downtown area.



4. **Statutory Contract Provisions.** GS 160a- 536 (d) sets forth the following provisions for a contract with a private agency.

- (1) The contract shall specify the purposes for which city moneys are to be used for that service district.
- (2) The contract shall require an appropriate accounting for those moneys at the end of each fiscal year or other appropriate period.

5. **Bid Process.** GS 160a- 536 (d) sets forth the following hearing and bid contracts for the Town to enter into a contract for such services from a private agency and the Town has made the required solicitations, let the bids, and determined through that process that the process is best suited to achieve the needs of the service district criteria set by the town in accord with the Chapter.

a. **Statutory Requirements.**

(d1) In addition to the requirements of subsection (d) of this section, if the city enters into a contract with a private agency for a service district under subdivision (a)(1a), (2), or (2a) of this section, the city shall comply with all of the following:

- (1) The city shall solicit input from the residents and property owners as to the needs of the service district prior to entering into the contract.
- (2) Prior to entering into, or the renewal of, any contract under this section, the city shall use a bid process to determine which private agency is best suited to achieve the needs of the service district. The city shall determine criteria for selection of the private agency and shall select a private agency in accordance with those criteria. If the city determines that a multiyear contract with a private agency is in the best interest of the city and the service district, the city may enter into a multiyear contract not to exceed five years in length.
- (3) The city shall hold a public hearing prior to entering into the contract, which shall be noticed by publication in a newspaper of general circulation, for at least two successive weeks prior to the public hearing, in the service district.
- (4) The city shall require the private agency to report annually to the city, by presentation in a city council meeting and in written report, regarding the needs of the service district, completed projects, and pending projects. Prior to the annual report, the private agency shall seek input of the property owners and residents of the service district regarding needs for the upcoming year.
- (5) The contract shall specify the scope of services to be provided by the private agency. Any changes to the scope of services shall be approved by the city council.

b. **Elaboration of Bid Process.** The Chapter states that the municipality “shall determine criteria for selection of the private agency and shall select a private agency in accordance with those criteria.” but does **not** require that the municipality use one of the competitive bid processes prescribed by Article 8 of Chapter 143 of the General Statutes. A unit may use one of these processes, but it also free to create its own bid process which the Institute of Government suggest should adhere to the following steps to which the Town has adhered.

- 1) Identify criteria for selecting a private entity to perform the needed services in the downtown or urban area MSD. The unit’s governing board is free to select whatever criteria it deems appropriate given the particular needs of the MSD. The unit likely should identify the criteria after obtaining input from residents and property owners about the needs of the district.
- 2) Publicize that unit is soliciting proposals from private entities to perform the specified services in the downtown or urban area MSD. The announcement or advertisement should specify the criteria that the unit will use to select the winning bid. (Formal bid advertising is not specifically required, but inherent in a

bid process is some form of public notice that the unit is seeking proposals.) The unit likely will want to set a deadline for receiving proposals.

- 3) Evaluate the proposals received. The proposals must be judged based on the criteria established in Step 1 and publicized in Step 2.
- 4) Select the private entity whose proposal “is best suited to achieve the needs of the service district.” This is a very broad standard of award. The unit may take into consideration cost, but it is not required to make its contract award decision on that basis. Instead, the unit must determine which entity satisfies the criteria specified in Step 1 and is best suited to meet the needs of the district.

**6. Public Hearing Before Entering Into The Contract.** Pursuant to GS 160A-536 and prior to approving the contract, the Town conducted a public hearing in the district, and published notice of the public hearing in a newspaper of general circulation for at least two consecutive weeks before the date of the public hearing.

**7. Scope of Work for the Private Agency.** The Town establishes the following Scope of Work for the private agency. The purpose of the Downtown Municipal Service District management service contract identifies contracted management services for the Town of Smithfield Downtown MSD program. These services are intended to follow and utilize the Main Street® philosophy and Four Point Approach® of Organization, Design, Promotion and Economic Vitality. The DSDC organization is to provide the following services: Marketing and Communications, Economic Development, Event Management, and Planning and Development.

**a. Core Program Areas and General Objectives of the Main Street Four Point Approach®**  
**Economic Vitality**

- 1) Support existing businesses
- 2) Recruit new businesses
- 3) Support new development opportunities
- 4) Develop strategies to increase business activity
- 5) Support the planning and implementation of capital projects

**b. Organization - Planning and Development**

- 1) Work to ensure that all organizational resources (partners, funding, volunteers, etc.) are mobilized to effectively work together
- 2) Maintain a viable non-profit structure with a governing board of directors and standing volunteer committees composed of the stakeholders for the downtown community
- 3) Build consensus and cooperation among various groups and individuals that have a stake in the commercial district
- 4) Identify sources of funding for revitalization activities

**c. Promotions**

- 1) Market downtown as a destination for living, working, shopping, and entertainment
- 2) Market and promote businesses, events, and cultural programs downtown
- 3) Advocate on behalf of downtown stakeholders
- 4) Educate the public on downtown opportunities and issues
- 5) Communicate with downtown stakeholders
- 6) Communicate with the public sector
- 7) Support existing events with management services and/or funding support
- 8) Support the production of new events
- 9) Develop strategies to increase the utilization of downtown for cultural programs and events

**d. Design**

- 1) Support the planning and implementation of streetscape improvements

- 2) Support the preservation of historic structures
- 3) Provide and support improvements to the downtown aesthetics enhancing the visual quality of the district
- 4) Provide and support place making and street activation enhancements (art installations, street furniture, decorations, signage, etc.)

### **TERMS:**

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties amend the Contract signed approximately simultaneously herewith and attached hereto by inserting the following provisions which shall be additional provisions of the Contract and shall control over any other provisions of the Contract that might appear contradictory hereto or appear to create ambiguities when read with the provisions agreed to herein.

1. **Recitals.** The Recitals are incorporated herein by reference.

2. **Contract and Length.** DSDC will perform the scope of work defined above from the date of the Contract until the Contract automatically terminates five years from date in accord with the requirements of the Statute. However, Town has the right to terminate the services of DSDC without cause or justification on 90 days written notice.

3. **Limits on Role, Scope, and Authority of DSDC.** Under no circumstances may the DSDC commit Town funds outside of the program budget to any businesses or projects. DSDC works in a supportive role with the Town to facilitate connections that may result in economic development agreements. DSDC is an Independent Contractor.

4. **Annual Program Budget Allocation**

Budgets beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>, shall be established annually by the Town. The anticipated funding amount is subject to annual municipal district tax receipts which may fluctuate over the term of the contract. An annual budget assessment report must be in writing to the Town of Smithfield Council and must identify “needs of the service district, completed projects, and pending projects” Before submitting the report; the DSDC must seek input from property owners and residents in the district about the district’s needs for the upcoming fiscal year. The report will include documentation of the efforts of the DSDC to obtain and consider this input.

5. **Miscellaneous:**

- a. **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.
- b. **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.
- c. **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.

- d. Binding Effect. This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.

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Greg Siler, Town Budget Officer

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement as of the day and year first above written.

**TOWN OF SMITHFIELD:**

By: \_\_\_\_\_  
Michael L. Scott, Town Manager

**DOWNTOWN SMITHFIELD DEVELOPMENT  
CORPORATION, A North Carolina Non-Profit  
Corporation, 501(c)(3) Corporation**

By: \_\_\_\_\_  
Sarah Edwards, Executive Director



## Consent Agenda Items



The Smithfield Town Council met in regular session on Tuesday, August 2, 2016 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore, presided.

Councilmen Present:

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

Councilmen Absent

Travis Scott, District 3

Administrative Staff Present

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

Present:

Bob Spence, Town Attorney

Administrative Staff Absent

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

**APPROVAL OF AGENDA:**

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

- Remove Public Hearing 2: *Conditional Use Permit Canon Farms, LLC. (CUP-16-05). This was removed at the request of the attorneys involved and will be added to the September agenda.*
- Add Business Item #4: *Consideration and approval of a Scope of Work with Sanford Holshouser for implementation of the Strategic Economic Development Update Action Items.*
- Add Business Item #5: *Consideration and approval of the placement of a "No U-Turn" sign and bollards on Outlet Center Drive and Smithfield Crossing Drive.*
- Add a Closed Session pursuant to NCGS 143-318.11 (a) (3) to consult with the Town Attorney.

Unanimously approved.

**PRESENTATIONS: None**

**CITIZENS' COMMENTS:**

- Alisa Bizzell addressed the Council on the flooding of Martin Luther King Jr. Drive and Furlong Drive during the last major rain event. Town Manager Michael Scott explained that Public Works Director Lenny Branch did locate a problem in an area that was the responsibility of NCDOT. Mr. Branch contacted NCDOT and the dam was removed and the area cleared.
- Marvin Burke introduced himself to the Council as the new Athletic Director at Smithfield Selma High School.
- Tony Nixon expressed his appreciation to the Council and staff for participating in the Annual Fun in the Park Day at Smith Collins Park.

- Jamie Foye and her son, James Foye, invited the members of Council to the South Smithfield Elementary School's Back to School Bonanza on Friday, August 5<sup>th</sup> from 5:00 – 7:00 pm.
- Jessica Davis president of the Junior Women's League of Smithfield introduced herself to the Council. She explained that the organization currently has 119 members that are committed to promoting positive community services in the Town. Mayor Moore and Mayor Pro-Tem Ashley expressed their appreciation to Mrs. Davis and her organization for their community involvement.

## CONSENT AGENDA:

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

1. Approved the following Minutes:

July 12, 2016 – Regular Meeting  
July 12, 2016 – Closed Session

2. Special Event – Touch a Truck: The applicant, the Junior Women's League of Smithfield, Inc., gained approval to hold an event with amplified sound and food vendors on November 12, 2016 from the hours of 10:00 am until 2:00 pm in the 200 block of South Third Street. Permission was also granted to close the 200 block of South Third Street.
3. Special Event – Community Day and Book Bag Drive: The applicant, the Venomous Ryderz Motorcycle Club gained approval to hold a special back to school event with amplified sounds and free refreshments on August 13, 2016 from the hours of 11:00 am and 3:00 pm. This event was also approved as an annual event.
4. Approval of an agreement renewal with Lane Lawn Care for Town Right of Ways, I-95 Exits and the Water Plant.

*(Attached by reference and made a part of these official minutes is a copy of the approved agreement with Lane Lawn Care*

*A copy is on file in the Office of the Town Clerk*

*Agreement – 2016: Lane Lawn Care – ROW, I-95 Exits & Water Plant)*

5. New Hire Report

Position	Department	Budget Line	Rate of Pay
Firefighter I	Fire	10-5300-0200	\$15.18/hr (\$33,153.12/yr)
Firefighter I	Fire	10-5300-0200	\$15.18/hr (\$33,153.12/yr)
Firefighter I	Fire	10-5300-0200	\$15.18/hr (\$33,153.12/yr)
Police Officer I	Police	10-5100-0200	\$15.58/hr (\$34,836.88/yr)
P/T Laborer	PU – Water/Sewer	30-7220-0200	\$8.00/hr
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T General Staff	P&R – Aquatics	10-6220-0210	\$9.00/hr
P/T Aquatics Staff	P&R – Aquatics	10-6220-0220	\$10.00/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$15.00/hr

Unanimously approved.

## BUSINESS ITEMS:

1. Approval to enter into an agreement with Expert Global Services to provide online utility bill payment services.

Finance Director Greg Siler addressed the Council on a request to enter into an agreement with Expert Global Service for online bill payment services. Mr. Siler explained the Town of Smithfield contracted with NCO Financial Systems in September 2014, to provide online bill pay to the Town's utility customers at a cost of \$2.45 per transaction (paid by the customer). Just months after contracting with the Town, rules changed for NCO prohibiting them from charging the \$2.45 transaction fee. As a result, for nearly two years customers have enjoyed online bill pay with no transaction fee. NCO has since sold the contract to Expert Global Solutions (EGS) and the Town's contract expires in September of 2016. In the search for a new online bill pay provider, eight companies were considered including our current online provider NCO/EGS. NCO/EGS is once again offering the lowest transaction fee of \$3.00 per transaction. NCO/EGS online bill pay would allow utility customers to make "blind" payments since system integration between LOGICS and NCO/EGS is not an option. There is no additional installation/set up charge, but a transaction/convenience fee of \$3.00 per transaction is charged. Mr. Siler further explained he negotiated several items in the contract and EGS was agreeable to those amendments.

Mayor Pro-Tem Ashley questioned if the customer would pay the transaction fee. Mr. Siler responded it was his recommendation that the customer pay the transaction fee.

Councilman Harris inquired if the credit card convenience charge could be passed on to customers who paid their utility bills at the collection window since there are some customers with extremely high utility bills that choose to pay with a credit card at Town Hall. Mr. Siler responded that the Town could not charge face to face customers a transaction fee.

Councilman Harris made a motion, seconded by Councilman Dunn, to approve the two year agreement with Expert Global Solutions for online bill pay services. Unanimously approved.

## **2. Approval to purchase the second sludge press for the Water Plant**

Public Utilities Director Ted Credle addressed the Council on a request to purchase the second sludge press for the Water Plant. Mr. Credle explained that as part of the approved 2016-2017 budget, the acquisition and installation of a second sludge press at the Water Treatment Plant was approved by Town Council. The first sludge press had been bid twice and had only received one bidder. Included in the original bid was the price for a second press. In the interest of saving time, with the understanding that bids for this type of machinery were historically scarce, the recommendation was made to order the second press now. The hope was that the two presses could be installed together and save money on installation costs. The second press was quoted by the same manufacturer to be \$83,000.00. This bid was within budget and within project specifications. As previously discussed, the second press will add redundancy, reliability, and efficiency to the sludge removal process.

Councilman Harris made a motion, seconded by Councilman Wood, to approve the purchase of the second sludge press at the Water Plant. Unanimously approved.

## **3. Adoption of the Wayfinding System**

Town Manager Michael Scott addressed the Council on consideration to adopt the Wayfinding system for the Town of Smithfield. He explained that in June of 2014 the Johnston County Visitors Bureau hired Frazier and Associates to undertake the task of completing a wayfinding sign system that could be implemented within Smithfield to better identify primary routes through the community for purposes of economic development, beautification and the highlighting of key destination points for our visitors. The Johnston County Visitors Bureau, the Downtown Smithfield Development Corporation (DSDC), the Smithfield Appearance Commission, and Smithfield Town Staff all collaborated during the creation of this project. The final design and recommendations were endorsed by all groups and remain supported by each. The Smithfield Appearance Commission has agreed to allocate funding to beautify the Monumental Gateway Signs once they are completed. The DSDC has agreed to seek funding to implement the wayfinding project within the Downtown area of Smithfield. However, the DSDC cannot seek grant opportunities until the Town of Smithfield adopts the plan as its Wayfinding System. Once the Wayfinding System is adopted, the Town can begin moving the project forward by approving the Gateway Signage on each end of East and West Highway 70 and each end of North and South Highway 301. Funding for the project can be achieved by approving the use of two (2) percent



reserved tax dollars held by the Johnston County Visitor's Bureau. There is currently \$100,000 in that fund and the Town can allocate \$50,000 of those funds for this project.

Councilman Harris stated that it was his understanding that the I-95 Bridge and interchange would be reconstructed in the near future. He asked that the Town work with NCDOT to ensure that the signage was cohesive with the plans for the interchange and bridge. Town Manager Michael Scott responded that Town staff would work with NCDOT to be certain signs are appropriately placed so as to not interfere with the bridge replacement project.

Mayor Pro-Tem Ashley questioned if staff anticipated any cost associated with the placement of the gateway signs for easements. Town Manager Michael Scott responded that staff will work with NCDOT to acquire right-of-way easements so that the Town does not have to acquire public property.

Mayor Pro-Tem Ashley asked as to who would make the decision on where the directional signs would be placed and what would be displayed on the signs. Town Manager Michael Scott responded that he would work with the various groups and any decision would be brought before the Council in phases for approval.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Harris, to adopt the Way-Finding Plan and begin implementation by authorizing gateway signage placed at the Town's gateways of North and South 301 and East and West Market Street with a beginning budget of \$50,000 using the Town's reserve 2% tax dollars held by the Johnston County Visitor's Bureau. Unanimously approved.

#### **4. Approval of a Scope of Work with Sanford Holshouser for Implementation of the Strategic Economic Development Update Action Items.**

Economic Development Liaison Tim Kerigan along with Rocky Lane of Sanford Holshouser addressed the Council on a request to approve a scope of work with Sanford Holshouser in the amount of \$16,500 to implement the economic development update action items. Mr. Kerigan explained that in 2014, the Town contracted with Sanford Holshouser to update the Strategic Economic Development Plan that was initially completed in 2004. Since that time, the Town has not been able to implement any of the identified action items. Mr. Kerigan further explained that by contracting with Sanford Holshouser, the Town can begin moving its economic development efforts forward and to see the plan come to fruition.

Town Manager Michael Scott stated that things in motion tend to stay in motion and the Town is starting to move forward with economic development efforts.

Councilman Wood made a motion, seconded by Mayor Pro-Tem Ashley, to approve the scope of work with Sanford Holshouser for the implantation of the strategic economic development update action items. Unanimously approved.

Mayor Pro-Tem Ashley questioned if the hours in the contract rolled over to the next month in the event that they were unused. Mr. Lane responded that he didn't foresee that being an issue, but they would roll into the next month if necessary. He further explained that since his firm completed the strategic economic development plan and the update to that plan, the Town has unlimited phone calls, emails and meetings at his Raleigh office.

Councilman Harris inquired if Mr. Kerigan had spoken to Mike Fleming's group about this. Mr. Kerigan responded that there was some conversation, but nothing definitive was determined. Mr. Harris recommended that that group be included. Mr. Kerigan and Mr. Lane responded that they would be included.

Councilman Rabil questioned if a monthly activity report would be submitted to the Council. Mr. Lane responded that he would send a monthly report to Mr. Kerigan to be forwarded to the Council.

**5. Approval of the placement of a “No U-Turn” sign and bollards on Outlet Center Drive and Smithfield Crossings Drive**

Town Manager Michael Scott addressed the Council on a request to install a “No U-Turn” sign and bollards on Outlet Center Drive at Smithfield Crossings Drive. He explained that the bollards on Outlet Center Drive would extend west from the median on Outlet Center Drive and Smithfield Crossings Drive to help reduce traffic accidents in the area. The Police Department has investigated twenty-one (21) accidents at this intersection since the opening of the road, including two in the last few days. In attempt to reach the restaurants located on Smithfield Crossings Drive, vehicles travelling west on Outlet Center Drive attempt to make U Turns after the median ends. This causes the west bound vehicles to turn in front of traffic that is traveling in the same direction originating from Smithfield Crossings Drive.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to approve the installation of a “No U-Turn sign and bollards at outlet Center Drive and Smithfield Crossings Drive. Unanimously approved.

**PUBLIC HEARING:**

**1. In accordance with NCGS 160A- 536 (d1), to solicit input from residents and property owners as to the needs of the Downtown Municipal Service District.**

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

Town Manager Michael Scott informed the Council that in the state budget bill, S.L. 2015-241, the legislature made a few changes to the Municipal Service District (MSD) authority. One of the changes that affect the Town of Smithfield is the ability to contract with a private entity to provide services to the MSD. He explained that the purpose of the public hearing was to gain input as to the needs of the MSD. The input received during the public hearing would be used to craft the Request for Proposals.

Mayor Moore asked if those in attendance that wished to comment. There were none.

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

No action was taken by the Council.

**COUNCILMEMBERS’ COMMENTS:**

- Mayor Moore informed the members of the Council that great things are happening in Smithfield. He explained that the SRAC swim team was undefeated this year and ultimately won the championship. He expressed his appreciation to the SRAC staff and especially Laura Crumpler on the success of the championship swim meet. He explained that he had attended a lot of swim meets and the championship meet held at the SRAC was the most well run he’s ever attended. Mayor Moore also informed the Council that Councilman Scott’s grandmother had passed away Sunday and asked that they please keep him and his family in their prayers. Mayor Moore also expressed his appreciation to Fire Chief John Blanton and the Smithfield Fire Department for all the positive things coming out of the Department including the neighborhood Kool Kids events.
- Councilman Harris informed the members of Council that the flower beds along US 70 West would be maintained by NCDOT in the coming weeks. He explained that NCDOT was responsible for the maintenance and care of the beds for the first twelve (12) months. After that time, it would be the responsibility of the Town to maintain that area. Mayor Moore expressed his appreciation to Councilman Harris for his efforts on the US 70 West beautification project and reminded the Council that maintaining these areas would need to be discussed and addressed during next year’s budget sessions.

- Councilman Lee expressed his appreciation to everyone who participated in the annual Fun in the Park. He also expressed his appreciation to Interim Police Chief Keith Powell and Town Manager Michael Scott for attending the event held at St. Peter's Disciples of Christ. Councilman Lee explained that he has been working with Police Lieutenant Brian O'Branovich to host Kool Aid with a Cop at the Johnston Central Alumni gymnasium.

Councilman Lee also informed the members of Council that last Friday he was notified that the Salvation Army, under the direction on Cary Booth, was hosting a summer camp for approximately fifty (50) underprivileged kids. Ms. Booth reported that the children were being taken to Wilson to utilize a pool facility because the children were not welcomed at the SRAC. Councilman Lee stated that he was outraged by this. Mayor Moore responded that he appreciated all of Councilman Lee's efforts with the young people in the community. Parks and Recreation Director Gary Johnson was asked to address Councilman Lee's concerns. Mr. Johnson responded that the personnel at the SRAC welcomes everyone who wishes to utilize the facility. He explained that the SRAC offers group swim in the summer, Monday through Friday from 10:00 am until 4:00 pm. He further explained that staff begins taking summer reservations for organized groups in February and this year the last vacant spot was filled on May 18<sup>th</sup>. The Salvation Army requested the use of the facility on June 8<sup>th</sup>. Mr. Johnson explained that they were accommodated on that day. Additional time was offered to the Salvation Army, but unfortunately the schedule did not work for the group.

Mayor Pro- Tem Ashley questioned if priority was given to Smithfield groups or if in the future the sign up period for Smithfield groups could begin before other groups are considered. Mr. Johnson responded that was something they could try to implement next year. Mr. Johnson explained that most of the summer groups that use the pool at the SRAC are repeat customers and most contact the SRAC in February to schedule time for the summer months. Town Manager Michael Scott asked Mr. Johnson to make a note to call the Salvation Army in early January to see if the Town could accommodate them for the upcoming summer camp.

- Councilman Dunn expressed his appreciation to the Public Utilities Department for restoring power in less than an hour after an accident had occurred outside his office.
- Mayor Pro-Tem Ashley expressed his appreciation to Electric Superintendent Rodney Johnson for assisting his youngest son who was working on his Eagle Scout project.

### **Town Manager's Report:**

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

- Good things are happening in Smithfield: Fill the Bus drive, Motorcycle Club conducting a back to school event, FOP campaign for book bags, the Junior Women's Club of Smithfield's Touch a Truck event, Kool Aid with a Cop events, Fun in the Park and the Kool Kids events hosted by the Fire Department. He indicated that he was proud to be a member of this community.
- General Fund Balance: Preliminary numbers indicate the Town Departments in the General Fund will return approximately \$1 million to fund balance following the close out of Fiscal Year 2015-16. He expressed his appreciation to the department heads and the Mayor and Council for working together to make this possible. This will maintain our general fund, fund balance at about 40 percent.
- Crime Data: The Police department has increased patrols and provided reward incentives to individuals who provided information that lead to burglary arrests. Two separate arrests were made for previous burglaries. This has slowed the spike in commercial burglaries reported in the media in July. He acknowledged Interim Chief Powell and the Smithfield Police Department for their continued efforts.
- Property Acquisition: The property at 116 South 5th Street has been purchased and the deed transferred. The Planning Department is preparing an RFQ for the demolition of the buildings on the property.



- Pine Acres Buffer: Bill Dreitzler and the Town Manager met with Mr. J. Etheridge and had a good discussion regarding the buffer and the Town requesting a right of way so a buffer could be placed between Smithfield Crossings Drive and the residences in Pine Acres, west of Smithfield Crossings Drive. Mr. Etheridge responded that he would be speaking with his partner concerning the Town's request
- Streetscape Project: Contract boring for this project will be starting this week for the Market Street Lighting Project.
- **Department Reports**
  - A highlight of each department's monthly activities was given to the Council.

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

Councilman Dunn, made a motion, seconded by Councilman Harris, to go into closed session pursuant to NCGS 143-318.11 (a) (3) to consult with the Town Attorney. Unanimously approved at 8:35.

### **Reconvene in Open Session:**

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to reconvene in open session. Unanimously approved at 9:15pm.

### **Adjourn**

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to adjourn the meeting. Unanimously approved.

The meeting adjourned at approximately 9:16 pm.

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M. Andy Moore, Mayor

ATTEST:

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Shannan L. Williams, Town Clerk





# Request for City Council Action

**Consent  
Agenda  
Item:** **Special  
Event**  
**Date:** 09/06/2016

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**Subject:** Special Event "Race for Lace"  
**Department:** Planning  
**Presented by:** Paul Embler  
**Presentation:** n/a

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**Issue Statement** The Smithfield Police Department is sponsoring a 5K race/benefit for a leukemia patient at the Smithfield Community Park/Buffalo Creek Greenway.

**Financial Impact** The event proceeds will go to the leukemia patient's family to assist in medical treatment cost. There will be no direct financial impact to the Town since the event is being held at the Community Park and the Buffalo Creek Greenway there is no need for traffic control and/or security.

**Action Needed** Town Council is requested to take action to either approve or deny the request.

**Recommendation** The planning staff recommends approval.

Approved: ☒ City Manager ☐ City Attorney

Use permits Application

1. Temporary Use Permit Application
2. Lacy's Story





## Staff Report

**Consent  
Agenda  
Item:** **Special  
Event**

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The proposed event is being held for the purpose of raising money to assist in the medical treatments for Lacy O'Quinn a 6 year old that was recently diagnosed with Acute Lymphoblastic B-Cell Lukemia. The main focus of the event will be a 5 K walk/run within the park and along the greenway. There will be food sales and other booths with the purpose of raising money for the benefit. The event is being sponsored by the Smithfield Police Department. The contact person with the Police Department is Brandon Smith. The park and the greenway have been reserved for the event.

The event will take place between the hours of 8 am and 2 pm on 11/12/16. Amplified sound will be utilized between the hours of 10 am and 2 pm. There will be food or drink available for purchase with proceeds benefiting the leukemia patient. There is no anticipated need for security. The event will be held within the confines of the Community Park and the Buffalo Creek Greenway.

It is requested that the permit fee be waived since this event provides a service to the Town, it citizens and is a non-profit 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

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

### TYPE OF EVENT

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

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

**PERMIT FEE \$100.**

Race for Lace

Name of Event

SMITHFIELD COMMUNITY PARK

Location of Event (exact street address)

Applicant name Brandon Smith

E-mail address Bsmith@Smithfieldpd.org

Address 110 S. Fifth St.

Zip 27577

Day phone 919-437-0616

Mobile phone \_\_\_\_\_

Event set-up/start time/date 11/12/2016 8:00 A.M.

Event clean-up/end date/time 11/12/2016 2:00 P.M.

\*Sound amplification hours 10:00 A.M. - 2:00 P.M.

Will food or goods be sold? \_\_\_\_\_

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

Private agency name & phone, if applicable: \_\_\_\_\_

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

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

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

Brandon Smith

Applicant's name (print)

[Signature]

Signature

8/15/16

Date

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

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

Reviewing Planner: \_\_\_\_\_ Date: \_\_\_\_\_

(Note: See attached letter)

MUST SCHEDULE EVENT WITH PARKS & RECREATION



The story of 6 year old Lacy starts just like any other day. A quick trip to the pediatrician's office to accompany her sister turned out to be the day the O'Quinn Family would never forget. The doctor noticed while she was there with her 9 year old sister Laura; that her color looked a little off and he suggested a quick Complete Blood Count. After going to WakeMed Cary for these labs, returning to the pediatrician's office revealed that she had abnormal results and that she needed to go straight to UNC Chapel Hill ER. Life for the O'Quinn family would not be the same after they made this drive, after a whirlwind experience and more testing it was thought that Lacy might have Leukemia. The moment a parent hears those words is a moment that no parent or child should ever have to hear and the next 24 hours to wait for the results would unwind itself in slow motion. She was admitted to the UNC Children's Hospital, where other children just like her were in room after room, but across from her was Drew. Her cousin that was just diagnosed with Leukemia as well. Lacy was diagnosed with Acute Lymphoblastic B-Cell Leukemia.

On June 24, 2016 the plan would unfold. Port access, bone marrow biopsy, spinal tap and her very first Chemotherapy dose into her spinal fluid have been completed. There are many firsts that parents cannot wait to see their child have, this is one no parent could ever dream of happening to their baby girl. Thankfully, the spinal tap was negative for Leukemic cells in her Cerebral Spinal Fluid. The next day Lacy would begin having Chemotherapy through her Port and her family watched as she became very weak and stopped eating. Weighing only 44lbs to begin with, seeing her reach 36lbs in less than 10 days good news came in that they could take her home.

Round 1 was completed on July 22, after 28 days of Chemo. This is known as the "Induction Phase" which would get Lacy into a form of remission to allow Round 2 to begin. On July 28, Lacy would begin the Consolidation Phase and continue this for 9 months which includes Chemo through her port and spinal fluid as well as oral chemo. This cycle concentrates on the spinal fluid since leukemia tends to hide in the CSF despite remission. Every Friday since then, Lacy has a spinal tap with Chemo injection into her Cerebral Spinal Fluid and an IV Chemo Infusion as well as Chemotherapy daily at home along with other medications to fight her Cancer.

Now, Lacy has lost all of her hair, has very little muscle mass in her legs and is very weak. Despite all of that she demonstrates a strength and spirit of bravery that pushes her every day through all of the pain, nausea and misery to get better. There is always a smile on her face no matter how she is feeling. This keeps her family going and has become their life line.

With the support of everyone we can help Lacy get through this and lessen the financial strain that it will cost for her treatments. Let us give to a little girl that has her entire life ahead of her, the biggest fight for her life going on and still maintains the beautiful smile on her face showing her love of life.





# Request for City Council Action

**Consent  
Agenda  
Item:** **Special  
Event**  
**Date:** 09/06/2016

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**Subject:** Special Event "Praise in the Park"  
**Department:** Planning  
**Presented by:** Paul Embler  
**Presentation:** n/a

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**Issue Statement** Kiawana Avery of the Youthful Praise organization is requesting a Praise in the Park event in Smith Collins Park.

**Financial Impact** No financial impact for the Town since the event will be within the confines of Smith Collins Park. No security is required.

**Action Needed** Town Council is requested to take action to either approve or deny the request.

**Recommendation** The planning staff recommends approval.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

1. Temporary Use Permit Application



## Staff Report

**Consent  
Agenda  
Item** **Special  
Event**

---

Kiawana Avery of the Youthful Praise organization requests permission from the Town Council to conduct a not-for-profit event that will have more than 100 people in attendance. The event is proposed for October 22, 2016. The actual event with sound amplification will occur between the hours of 3 to 6 pm. Set-up will start at noon with clean up being completed by 7 pm. Food and goods will be given away, but not sold. There will be no security required for the event. Animals will not be restricted at the event.

The park has been reserved by the Youthful Praise organization through the Smithfield Parks and Recreation Department.

Waiver of the fee is requested by the applicant since the event is non-profit and the event services the citizens of Smithfield.



# Town of Smithfield's Planning Department

P.O. Box 761 or  
350 East Market Street  
Smithfield, NC 27577  
Effective: January 2008

## Temporary Use Permit Application

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

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

### TYPE OF EVENT

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

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

**PERMIT FEE \$100.**

✓ Youthful Praise Presents Smith Collins Park  
Name of Event Praise in the Park Location of Event (exact street address)

✓ Applicant name Kiawana Avery E-mail address \_\_\_\_\_

✓ Address 849 Midway St Smithfield NC Zip 27577

✓ Day phone 919-404-5506 Mobile phone \_\_\_\_\_

Event set-up/start time/date 12-7pm 10/22/16 Event clean-up/end date/time 6-7pm

Sound amplification hours 3-6pm Will food or goods be sold? ALL GIVE AWAY

Security provided by Smithfield Police or private security (describe duties): No

Private agency name & phone, if applicable: N/A

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

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

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

✓ Kiawana Avery ✓ Kiawana Avery 8/18/2016  
Applicant's name (print) Signature Date

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

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

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







## Request for City Council Action

**Consent  
Agenda  
Item:** **Special  
Event**  
Date: 09/06/2016

---

**Subject:** Special Event "East Davis Street Halloween Adventure"  
**Department:** Planning  
**Presented by:** Paul Embler  
**Presentation:** n/a

---

**Issue Statement** Christian Calloway-Shiple is petitioning the Council to conduct a not for profit special event, with over 100 people in attendance. This is the second year for the event and the sponsor is asking it to be approved as an annual event.

**Financial Impact** The Town will have some limited expense with the closing of the Davis Street between Second and Third. Last year, the Police Department participated in the event by stationing a car at one end of Davis Street and had the officers walk the event and provide hand-outs (glow sticks) to the kids. Since this event is scheduled for the Saturday before Halloween, the Police Department will unlikely be able to be involved.

**Action Needed** Town Council is requested to take action to either approve or deny the request.

**Recommendation** The planning staff recommends approval.

Approved: ☒ City Manager ☐ City Attorney

Attachments: Temporary Use Permit Application  
Neighborhood Petition  
Letter to the Council explaining the event  
Notification flyer for the event



## Staff Report

**Consent  
Agenda  
Item:** **Special  
Event**

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The applicant wishes to conduct a special event on East Davis Street. The event requires a street closing. Also amplified music and sound will be incorporated to enhance the Halloween theme. One house will be decorated as a Haunted House, another house will be decorated as a Halloween Haunted Trail and a vacant lot will be utilized for kids' games and to project the Walking Dead TV Series on a screen. There is no anticipated need for security or traffic control by the police department.

The street closing will involve closing East Davis Street between Third and Second Street from 4 pm to 10 pm on October 29, 2016. The event set up will start on October 28<sup>th</sup> and clean-up will be completed by October 30, 2016. Animals are asked to be restricted.

Organizers of the event intend to incorporate a food drive into the event to benefit local food closets and food banks.





# Town of Smithfield's Planning Department

P.O. Box 761 or  
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Smithfield, NC 27577  
Effective: January 2008

## Temporary Use Permit Application

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

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

### TYPE OF EVENT

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

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

**PERMIT FEE \$100.**

East Davis Halloween Adventure      207 + 208 E. Davis St. Smithfield  
Name of Event      Location of Event (exact street address)

Applicant name Christian Callaway Shipley      E-mail address ChristianCallaway84@gmail.com

Address 208 E. Davis St. Smithfield, NC      Zip 27577

Day phone 910-578-3540

Mobile phone 910-578-3540

Event set-up/start time/date 10/29/16 4pm

Event clean-up/end date/time 10/29/16 10pm

Sound amplification hours 6pm - 10pm

Will food or goods be sold? \_\_\_\_\_

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

Private agency name & phone, if applicable: \_\_\_\_\_

Will any Town property be used (i.e., streets, parks, greenways)? Street Blocked for Safety

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

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

Christian Callaway Shipley  
Applicant's name (print)

Signature

8/19/16  
Date

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

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

Reviewing Planner: \_\_\_\_\_ Date: \_\_\_\_\_

(Note: See attached letter)

The final thing would be that we will be setting up to do a can food drive. We will donate the food collect to:

We want to thank you again this year for taking the time to consider our annual Halloween Event and helping support what we are doing to bring the community together for some fun and bring more people from other communities to our town to celebrate with us! Please consider these highlighted points.

- Consider us an Annual Event held within Smithfield
- Block East Davis St between Second and Third St from 6pm-10pm on last Saturday of October.
- Ask the Smithfield Police Department to come be part of our event.
- Let people park at the Board of Education Building.
- Let Local church supply snacks and drinks to the people coming to the event.
- Run a Food Drive and donate to:

Address: 506 E. Third St.

204 E Davis street

205 E. DAVIS st

217 E. DAVIS st

203 E Davis St.

114 E DAVIS ST.

422 S Second St

422 S Second St

212 E. Davist



**Ricky Pate Jr.**  
207 East Davis St  
Smithfield, NC 27577  
919-397-8707

Dwight + Terri Erickson  
Signature/

Sue Stanfield

P.H. STANFIELD

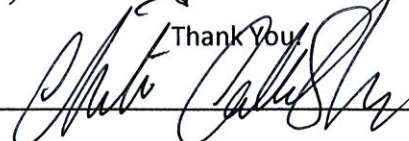
Doris Parrish

Beverly Britt

Rachel Britt

Karen Britt

Randy Crook

Thank You  


**Christian Callaway-Shipley**  
208 East Davis St  
Smithfield, NC 27577  
910-578-3540



Dear City Council,

We are The Callaway-Shipley and The Pate families and we are neighbors that live on East Davis St, between Second and Third St., in Smithfield, NC. We are contacting you for concerns to keep our block safe during Halloween and become an annual event for our town. The event is Smithfield's East Davis St Halloween Haunt on the last Saturday of October from 6pm-10pm.

Last year we were approved at all levels from the city council, fire marshal and the neighbors on East Davis St. We would like to continue our tradition this year and moving forward. The only change we are asking for this year is that the event now be held on the last Saturday of October.

As always we just want to keep safety in mind as we do this. This year we will continue with the haunted house at 208 East Davis St and have the carnival games with our church supplying snacks and doing our annual can food drive at 207 East Davis St.

This is the plan:

207 East Davis St. will be decorated for Halloween and the lot next door will be decorated with carnival games for the kids to play and will also have a projection screen playing Halloween themed movies.

208 East Davis St. will also be decorated for Halloween and the front porch, garage and back yard will be a Halloween Haunted Trail.

We have permission from the owner of the lot to use the land for the carnival

We will clean up our properties and any trash left behind the day following the event.

Lot Owner Signature: *Due Starfield* Date: 8-13-16

Last year we estimated over 500 people at the event throughout the night, more than half kids. More people continue to come to our houses for the event to be part of the Halloween fun that we have. We would like to request that East Davis St between Second and Third St. be blocked off to traffic again this year. This will allow for more people to walk down the street more freely without the chance of someone being hurt by a driver that may not be paying attention because of all the scenery. We have asked all of the residents that live on our block to sign this letter stating that they agree to have the street blocked between the hours of 6pm-10pm on the last Saturday of October. Their signatures are at the bottom of the letter.

We would also like to address parking since we are not allowing cars to pull down the street this year. On the block directly behind 208 East Davis St, is the Board of Education Building, which on a Saturday night should be fairly cleared and would make a great place to park so that parents can bring the kids down the street safely so that they can trick or treat and have some Halloween fun. We could provide signs that would direct traffic to the parking area on each end of the block.

For Security we were hoping that the Smithfield Police Department would voluntary to come park on our block at our houses and hand out glow sticks to the kids like they did last year all on their own. We would like them there between 6pm-10pm. This was a great support and the kids really loved getting the glow sticks. This also would help keep the area safe.





*EAST DAVIS ST  
HALLOWEEN HAUNTED  
ADVENTURE  
LAST SATURDAY OF OCTOBER!!*

---

*OCTOBER 29, 2016*

**DOORS OPEN: 6PM-10PM**

~~~~~  
**207 AND 208 EAST DAVIS ST. SMITHFIELD, NC 27577**  
~~~~~

Come enjoy an amazing night of tricks and treats at East Davis St in Smithfield!! A Haunted House to trick or treat at and after your done with the scares spend some time in our Halloween Carnival across the street.

All we ask is that you bring some canned food for our food drive that we will donate to a local charity in Smithfield. Also if you can support our church by buying some snacks and food to finish enjoying your night!!



# Request for City Council Action

**Consent  
Agenda  
Item:** **Police  
Department  
Career  
Ladder  
Promotions**  
  
**Date:** 09/06/2016

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**Subject:** Career Ladder Promotions  
**Department:** Police Department  
**Presented by:** Interim Chief R.K. Powell  
**Presentation:** N/A

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## Issue Statement

This is a request to approve two salary increases for sworn police officers that have earned a Police Officer II and Master Police Officer Certification, effective September 19, 2016. Under the Town's Employee Handbook, all promotions to a higher pay grade will be accompanied by an increase to the next pay grade minimum salary or a 5% increase whichever is greater. The two officers have attended the required classes and have earned their certifications. In order to award these certifications now, a promotion to the next higher grade is required.

## Financial Impact

In these cases the required salary increases for the current budget year will be, respectively, \$553.15 (annually starting next year- \$1,796.85) for the Police Officer II and \$605.51 (annually starting next year- \$2,027.10) for the Master Police Officer. The budget impact may be taken from the existing FY police budget without amendment.

## Action Needed

Approve the request for the officers to receive the promotions and salary increase.

## Recommendation

It is requested both Officers be allowed these promotions.

Approved: ☒ City Manager ☐ City Attorney

Attachments: Section 504 Personnel Policy  
Salary Schedule



**Chapter 500**  
**Personnel Policy 504: Promotions & Career Development**  
**Effective Date: January 1, 2014 Revised Date: September 1, 2015**  
**Approved by: Chief Michael L. Scott**

*Michael L. Scott*

**I. POLICY STATEMENT**

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

**II. COMMENTARY**

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

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

**III. PROCEDURES**

**A. Administration**

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



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

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

**B. Vacancy Announcements**

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

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

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

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

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

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

**C. Promotional Procedures**

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

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

D. Minimum Qualifications for Promotion

1. Sergeant

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

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

2. Lieutenant

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

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

3. Captain

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

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

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

E. Review and Appeal

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

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



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

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

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

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

#### F. Career Ladder

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

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

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

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

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

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

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

G. Minimum Qualifications for Advancement

1. Police Officer I

Entry-level candidates must:

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

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

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

2. Police Officer II

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

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

No Degree -3 years as a Police Officer I

Associate Degree - 2 years as a Police Officer I

Bachelors Degree - 1 year as a Police Officer I

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

- b) Have completed a total of 160 training hours, including:

40 hours of Community Policing Training

40 hours of Traffic Enforcement Training

40 hours of Investigations Training

40 hours of training in any law enforcement topic

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

### 3. Master Police Officer

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

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

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

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

40 hours of Management/Supervision Training

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

160 hours of training in any law enforcement topic

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



**Town of Smithfield**  
**Salary Schedule**  
**Effective July 1, 2016**

Grade	JOB TITLE	F L S A	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		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 Advanced Utility Line Mechanic		1013 1016 1015 1045	13.10	27241.34	41679.26
12	Administrative Support Specialist - Fire Administrative Support Specialist - GenGovt Administrative Support Specialist -Parks/Rec Administrative Support Specialist - Planning Administrative Support Specialist - Police Administrative Support Specialist - CS - PubUtil Administrative Support Specialist - Public Works Animal Control Officer Assistant Aquatics Supervisor Customer Service Representative Equipment Operator Finance Assistant PC Specialist Patient Accounts Representative - EMS Police Records Clerk Pump Station Mechanic Water Plant Operator I Water Maintenance Technician		3019 22 2005 23 3045 1095 1008 3021 2022 1097 1011 12 E 1062 2099 3040 1041 1051 1048	13.76	28620.38	43789.19
13	Equipment Mechanic Parks & Grounds Crew Leader Public Works Crew Leader Sr. Customer Service Rep Water Plant Operator II		1021 2012 1012 1096 1052	14.45	30063.07	45996.50
14	Facilities/Streets Maintenance Supervisor Facility Maintenance Supervisor Water Plant Operator III Utility Line Crew Supervisor Wastewater System Technician Water System Technician		2008 1010 1053 1049 1047 1043	15.18	31569.41	48301.20

Grade	JOB TITLE	F L S A	Pos Code	6/30/16 MIN Hourly Rate	6/30/16 MIN Annual Salary	6/30/16 MAX Annual Salary
15	Electric Line Technician Engineering Technician Firefighter I (Day Shift) Firefighter I (ABC Shift - 42/hrs wk)		1064 1070 3013 3012	15.94   15.18	33160.61   33147.88	50735.74   50716.26
16	Accounts Payable Technician I Advanced Lineman Zoning Enforcement Officer Public Works Supervisor Firefighter II (Day Shift) Firefighter II (ABC Shift 42 hr/wk) Police Officer I (43 hr wk)		31 1065 51 E 1038 3017 3015 3043	16.75    15.94 15.58	34836.67    34818.64 34826.59	54366.11    53272.52 53284.70
17	Athletic Programs Supervisor Customer Services Supervisor Journeyman Lineman Fire Engineer (Day Shift) Minimum Housing Code Enforcement Officer Payroll/Accounting Technician II Purchasing Agent Recreation Programs Supervisor Fire Engineer (42 hr/wk) Police Officer II (43 hr wk)		2006 1098 1067 3018 62 14 48 2011 3011 3049	17.60       16.75 16.36	36597.60       36578.51 36582.75	55994.33       55965.12 55971.61
18	Aquatics Center Supervisor Electric Line Crew Leader Fire Inspector I Planner/GIS Technician IT Soecialist Master Police Officer (43 hr/wk)		2016 1066 3008 60 34 3047	18.48     17.19	38443.39     38430.13	58818.39     58798.10
19	Sr. Planner Police Accreditation Manager Fire Captain (42 hr/wk ABC Shift) Police Sergeant (43 hr wk)		61 3033 3016 3044	19.41  18.49 18.05	40374.05  40387.84 40368.74	61772.30  61793.40 61764.18
20	Chief Water Plant Operator IT Analyst/Billing Supervisor Water Plant Chemist		1055 E 35 1057	20.39	42410.78	66186.27
21	Recreation Center Supervisor Police Lieutenant (43 hr wk)		2013 3048	21.41 19.91	44532.38 44519.65	68134.55 68115.08
22	Fire Marshall Water Plant Supervisor Water/Sewer Superintendant Town Clerk		3007 E 1059 1050 E 24	22.48	47695.26	71542.90
23	Electric Distribution Superintendent Police Captain Recreation & Aquatics Center Director Sr. Athletics Programs Supervisor & Assistant Parks and Recreation Director		E 1069 E 3057 E 2015 E 2004	23.613	49115.04	75146.01
24	Water/Sewer Line Superintendent		E 1050	24.80	51576.10	78911.43

Grade	JOB TITLE	F L S A	Pos 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	3002		26.04	54164.45	82871.61
		E	27				
26	Planning Director	E	59		27.35	56880.10	87026.55
27	Finance Director Parks/Recreation Director Public Works Director	E	49		28.71	59723.04	91376.25
		E	2019				
		E	1039				
28	Police Chief Public Utilities Director Fire Chief/Dir. Emergency Services	E	3059		30.15	62714.50	95953.17
		E	1099				
		E	3009				
N/A	City Manager	E	99			N/A	N/A







# Request for City Council Action

**Consent  
Agenda  
Item:** Surplus  
Vehicles  
**Date:** 09/06/2016

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**Subject:** Surplus Patrol Vehicles  
**Department:** Police Department  
**Presented by:** Keith Powell  
**Presentation:** N/A

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**Issue Statement:** The Police Department is requesting that two 2007 and one 2008 Chevrolet Impala patrol vehicles be labeled as "surplus equipment". Once declared as surplus, the vehicles can be sold and disposed of, thus removing them from the city inventory. These vehicles are in poor condition and have developed significant mechanical problems. Due to current market value, these vehicles are not worth repairing.

## Financial Impact

No financial impact to the Town.

## Action Needed

Approval of Resolution #591 (18-2016) Authorizing the Sale of Certain Personal Property at Public Auction.

## Recommendation

It is requested that the vehicles be listed as surplus, so they can be disposed of according to Town guidelines and NC GS 160A-270

Approved: ☒ City Manager ☐ City Attorney

**Attachments:** Resolution #591 (18-2016)  
Photos of Vehicles



# Staff Report

**Consent** **Surplus**  
**Agenda** **Vehicles**  
**Item:** **09/06/16**

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## **Vehicles to be Surplus and Sold on GovDeals.com**

- Vehicle # 107: 2007 Chevrolet Impala, Vin# 2G1WS55R979256462.
- Vehicle #108 : 2007 Chevrolet Impala, Vin# 2G1WS55R579260654.
- Vehicle # 116: 2008 Chevrolet Impala, Vin# 2G1WS553981263858.



**TOWN OF SMITHFIELD RESOLUTION # 591 (18-2016)**  
**AUTHORIZING THE SALE OF CERTAIN**  
**PERSONAL PROPERTY AT PUBLIC AUCTION**

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

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

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

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

Dept.	Vin/Ser.#	Description
Police	2G1WS55R979256462	2007 Chevrolet Impala
Police	2G1WS55R579260654	2007 Chevrolet Impala
Police	2G1WS553981263858	2008 Chevrolet Impala

2. The Town Manager or his designee is authorized to receive, on behalf of the Town Council, bids via public electronic auction for the purchase of the described property.
3. The public electronic auction will be held beginning no earlier than September 16, 2016.
4. The Town Council further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by GovDeals Inc. The property for sale can be viewed at [www.govdeals.com](http://www.govdeals.com). Citizens wanting to bid on property may do so at [www.govdeals.com](http://www.govdeals.com). The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; All items will be sold for cash or certified check only; Payment must be received for all items sold before they may be removed from the premises; All items sold must be paid for and removed from the site of the sale within 5 business days of the sale, or they will be subject to resale.
5. The Town Clerk shall cause a notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), available on the Town of Smithfield website [www.smithfield-nc.com](http://www.smithfield-nc.com)

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

Adopted this the 6<sup>th</sup> day of September, 2016.

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M. Andy Moore, Mayor

ATTEST:

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Shannan L. Williams, Town Clerk





















# Request for City Council Action

<b>Consent</b>	<b>Installation</b>
<b>Agenda</b>	<b>of Sludge</b>
<b>Item:</b>	<b>Press</b>
<b>Date:</b>	<b>09/06/2016</b>

---

**Subject:** Installation of Sludge Press

**Department:** Public Utilities

**Presented by:** Ted Credle

**Presentation:** No

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## Issue Statement

The approved sludge press at the Water Treatment Plant has arrived and needs to be installed.

## Financial Impact

None – Capital Project approved in FY 2015-2016 budget

## Action Needed

Approve low bid contractor to install sludge press

## Recommendation

Staff recommends the approval of the low bidder to install the sludge press

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

Price quotes & bid tab





# Staff Report

<b>Consent Agenda Item:</b>	<b>Installation of Sludge Press</b>
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As part of the approved budget for the past fiscal year (2015-2016), the acquisition of a sludge press was approved by Town Council. After approval, the order was placed and the equipment has arrived.

The installation of the sludge press was informally bid and the low bid contractor was identified to be Eberhart Construction, Inc. The low bid was \$52,000. Town staff is requesting this approval, so the machinery can be installed.

**Town of Smithfield Water Treatment Plant  
Sludge Press Installation  
Bid Tabulation**

Company Name	Eberhart Construction, Inc.	A.C. Shultes of Carolina	TA Loving Company
Bid Form	N/A	N/A	N/A
Non Collusion Affidavit	N/A	N/A	N/A
Bid Deposit	N/A	N/A	N/A
Bid Bond/Power of Attorney	N/A	N/A	N/A
Vendor Application/W-9 Form	N/A	N/A	N/A
Addendum Acknowledgement	N/A	N/A	N/A
<b>Total Bid Price</b>	<b>\$52,000.00</b>	<b>\$55,725.00</b>	<b>\$66,750.00</b>
<p>I certify that the above is a true and accurate tabulation of the bids received prior to 11:00 A.M., on August 5, 2016</p>			
<p><b>Town of Smithfield</b>  Signature: <i>Walter Greder</i></p>			

## Ted Credle

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**From:** Dale Boyette  
**Sent:** Friday, August 05, 2016 10:47 AM  
**To:** Ted Credle  
**Subject:** FW: Smithfield Water Plant \_new screw press installation

Eberhart Construction estimate

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**From:** Robert Eberhart [<mailto:robert@eberhartinc.com>]  
**Sent:** Friday, August 05, 2016 10:36 AM  
**To:** Dale Boyette  
**Subject:** FW: Smithfield Water Plant \_new screw press installation

Dale,

See below

Michelle

  
**Robert Eberhart**  
(919) 868-5308 cell  
[robert@eberhartinc.com](mailto:robert@eberhartinc.com)  
<http://www.eberhartinc.com>

---

**From:** Robert Eberhart [<mailto:robert@eberhartinc.com>]  
**Sent:** Monday, August 01, 2016 8:59 PM  
**To:** 'dale.boyette@smithfield-nc.com'  
**Cc:** [michelle@eberhartinc.com](mailto:michelle@eberhartinc.com)  
**Subject:** Smithfield Water Plant \_new screw press installation

Dale,

We can install your equipment per plan by Wooten for \$52,000.

If this is acceptable we would like to start next week or at your earliest opportunity with the goal of being complete with all except the pump by the time you receive the pump. Then we'd need about 2 weeks to install and coordinate start up.

We hope this quote is acceptable and look forward to helping you in any way we can. Thanks for the opportunity to quote your work.

Best Regards,  
Robert





**Robert Eberhart**

(919) 868-5308 cell

[robert@eberhartinc.com](mailto:robert@eberhartinc.com)

<http://www.eberhartinc.com>

July 25, 2016

Town of Smithfield  
515 N. 2<sup>nd</sup> Street  
Smithfield, NC 27577

Attn: Dale Boyette, Water Plant Superintendent

Re: Screw Press and Rotary Lobe Pump Installation Quote

Dale,

Thank you for contacting our firm, A.C. Schultes of Carolina (ACSC), in regards to your screw press and rotary lobe pump installation project. ACSC is pleased to provide the following service quotes for your consideration:

**Screw Press and Rotary Lobe Pump**

- ACSC will provide all labor, material and equipment to perform the below services.
  - ACSC will install the new rotary lobe pump (pump supplied by others)
    - We will install the new rotary lobe pump on the existing "cat walk" at the sludge holding tank
    - We will install approx. 20ft of new 3" SCH. 80 PVC suction piping, which will have a SS strainer basket on the end
    - The pump discharge piping will consist of 3" SCH. 80 PVC pipe, which will reduce down and tie into existing 2" SCH. 80 PVC discharge pipe
    - A "bypass" connection will be installed on the discharge pump piping which will consist of 3" SCH. 80 Tee, Ball Valve, and SS quick- connect and dust cap.
    - New wire will be pulled from the Rotary Lobe Pump to the sludge build and terminated in the pump control panel located in the sludge building. The new wire will be pulled through the existing conduit
  - ACSC will install the screw press, dewatering press and polymer system (material provided by others)
    - We will pour one concrete pad for the screw and dewatering press to be set on
    - The screw press will be mounted so that it can discharge solids into the existing conveyor chute
    - New 6" DIP drain will be installed from the screw press and tie into the existing 6" flange connection
    - All DIP will be P401 Coated
    - New 2" SCH. 80 PVC pipe and fittings will be installed inside the sludge building which will connect to the existing 2" influent line

---

3887 S. NC Hwy 41 Wallace, NC 28466 Office: (910) 285-7465 Fax: (910) 285-6501

**WATER & WASTEWATER CONSTRUCTION MAINTENANCE REPAIRS IMPROVEMENTS**  
**INSPECTIONS SALES & INSTALLATIONS WELL DRILLING & REHABILITATION**  
**PUMPS & MOTORS VALVES & PIPING EMERGENCIES**

[www.acschultesnc.com](http://www.acschultesnc.com)

- We will install new ¾" water supply line to the dewatering press from the existing 2" water line in the sludge building
- We will install the polymer system and associated piping as shown on the plans
- The existing conveyor control panel and motor will be relocated and reconnected to bring in back into service
- The new polymer system, screw press and dewatering press will be wired to the new control panels, and powered by the existing power available in the building
- A start-up will be performed after all work has been completed

**Total cost for labor, material and equipment ..... \$55,725**

#### Disclaimers

Please be advised, this quote covers only what is stated above and is based on the following:

1. Site must be accessible for a crane mounted truck.
2. The existing sludge holding tank will be drained prior to ACSC mobilization.
3. The sludge building must be free of existing debris for ample working space.
4. The above quote does not include painting.
5. The above quote does not include any work or relocation associated with the submersible mixer.
6. ACSC does not include any repairs to the existing piping or electric outside of what has been stated above.
7. ACSC provides a one (1) year warranty on all new labor and parts.
8. ACSC standard payment terms are net 30 days.
9. ACSC does not include additional labor, equipment or material other than what is stated and implied in services listed above.
10. All work will be performed by NC well contractor, professional pump installers and licensed ACSC employees.
11. All ACSC employees are OSHA 40 and safety trained to perform the above work in a safe, timely manner.
12. All pricing remains valid for 90 days unless otherwise noted.
  - a. Any delay will result in a re-quoting of the above project.

Thank you for your time and cooperation in allowing ACSC to quote the Town of Smithfield on this project. If acceptable, please sign this quote and return to ACSC so crews can be scheduled in a timely fashion. If you have any questions or require additional information, please contact me at your convenience.

**3887 S. NC Hwy 41 Wallace, NC 28466 Office: (910) 285-7465 Fax: (910) 285-6501**

**WATER & WASTEWATER CONSTRUCTION MAINTENANCE REPAIRS IMPROVEMENTS  
INSPECTIONS SALES & INSTALLATIONS WELL DRILLING & REHABILITATION  
PUMPS & MOTORS VALVES & PIPING EMERGENCIES**

**www.acschultesnc.com**



Sincerely,

*Kyle Jefferys*

Kyle Jefferys  
A.C. Schultes of Carolina  
Office (910) 285-7465  
Email: [kyle@acschultesnc.com](mailto:kyle@acschultesnc.com)

Accepted By (please print): \_\_\_\_\_

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

Purchase Order #: \_\_\_\_\_

Date: \_\_\_\_\_



T.A. LOVING COMPANY  
Construction Services



919.734.8400  
P.O. Drawer 919  
Goldsboro, NC 27533  
[www.taloving.com](http://www.taloving.com)

07/08/16

Dale Boyette  
515 North 2<sup>nd</sup> Street  
Smithfield, NC 27577  
Email: [dale.boyette@smithfield-nc.com](mailto:dale.boyette@smithfield-nc.com)

Dear Mr. Boyette,

TA Loving Company (TAL) is pleased to present a proposal to install a screw press and a rotor lobe sludge pump at the Smithfield Water Treatment Plant. The lump sum proposal is based on scope described by you at a site visit and as presented below. The price for this work is **\$66,750.00.**

The project scope has two parts. The first is to install a new owner provided screw press and polymer feed system in the existing press building. The press and polymer feed system will be installed on a new concrete housekeeping pad that we install. Our scope includes connecting the 2" influent sludge line, the 6" effluent drain line, and the 1" potable water make up line. All of the existing tie-in pipe connection points are in the building and we will pipe with PVC from the tie-in to the new press. We will install an owner provided 2" flowmeter in the new 2" sludge influent line. We will also subcontract the electrical work to connect power from the existing circuit breaker to the new equipment. Additionally the electrician will install the existing auger screw conveyor control panel and connect to the circuit panel.

The second part is to install an owner provided new rotary lobe sludge pump. The pump will be controlled by the new sludge press control panel inside the building and will require new wire from the sludge press control panel to the rotary lobe pump which is to be mounted on the outside walkway. Our scope is to remove the existing pump and control panel to make room for the new rotary lobe pump. Mount the new rotary lobe pump to sit on top of the walk way. We will then install a new 3" PVC suction line and connect the pump to the existing discharge piping. The electrician will install the new wire from the press panel to the rotary lobe press and provide a local disconnect at the new pump.

TAL can schedule the work as soon as the materials are approved and delivered. All startup for new and existing equipment is by others. We will assist the startup equipment representative.

Thank you

*W<sup>m</sup> Musso*

Bill Musso  
Estimator  
Utility Division  
Office: (919) 734-8400 ext. 252  
Fax: (919) 736 2148  
Mobile: (919) 738-6188  
[bmusso@taloving.com](mailto:bmusso@taloving.com)

cc: Ty Edmondson







# Request for City Council Action

**Consent  
Agenda  
Item:** Fence  
installation  
**Date:** 09/06/2016

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**Subject:** Fence Installation  
**Department:** Smithfield Crossings Capital Improvement Fund  
**Presented by:** Michael Scott/Bill Dreitzler  
**Presentation:** Consent Agenda

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## Issue Statement :

Contract with Corporate Impressions Landscapes, Inc. to install fencing between Curb and Right of Way between Pine Acres Subdivision and Outlet Center Drive.

## Financial Impact:

\$26,800 from Smithfield Crossings Capital Improvement Fund

## Action Needed:

Approval of project to add fencing for a buffer between Pine Acres Subdivision and Outlet Center Drive.

## Recommendation:

Approve project to add a fencing buffer between Pine Acres Subdivision and Outlet Center Drive as originally planned in the Smithfield Crossings Project.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

1. Ariel view of the proposed site for fence installation
2. Agreement with Corporation Impressions Landscapes, Inc.



# Staff Report

**Consent  
Agenda  
Item: Fence  
Installation**

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As part of the Smithfield Crossings Project, a commitment was made to add a visual buffer in the right-of-way on Outlet Center Drive between the north curb and Pine Acres Subdivision. This portion of the project was delayed while a committee researched the best alternative to meet the needs of the residents of Pine Acres and the Town's economic development needs in this area. It was hoped that an easement would be afforded between the property owner and the Town to allow for a sidewalk to be placed later between two developable lots between Outlet Center Drive and Pine Acres Subdivision. This easement was not approved by the property owner, so Town Staff and the aforementioned committee is requesting to move forward with placing a six foot high, vinyl fence in the right-of-way between these two properties. A sketch is provided. Cost of the project is \$26,800.00





**Corporate  
Impressions  
Landscapes, Inc.**

**P.O. Box 1416  
Garner, NC 27529**

**Phone 919-639-5255  
Fax 919-639-6606**

August 29, 2016

**Proposal  
Town of Smithfield  
Smithfield Crossing Drive  
Smithfield, NC**

Re: Fence Installation Buffer Area Between Smithfield Crossing Drive and back of Pine Bluff Subdivision

-Install (381') 6' Solid Vinyl Fence between curb and right of way as noted on plan:

\$26,800.00

I agree with the above scope of work and hereby authorize the work to be completed.

---

Signature

date

Thank you for your business!

If you have any questions please call Greg Derwitz at 919-422-8163 or Derek McLean at 919-422-8162.

NC Landscape License #CL0633

NC Irrigation License #C-302



## Request for City Council Action

<b>Consent Agenda Item Date:</b>	<b>Healthcare Reporting Agreement 09/06/2016</b>
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**Subject:** Healthcare Reform Reporting Agreement  
**Department:** Finance  
**Presented by:** Greg Siler  
**Presentation:** N/A

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**Issue Statement:** Under the Affordable Care Act (aka ACA or Obamacare), employers with 50 or more full-time equivalent employees are required to submit informational reporting about their employee healthcare coverage to the IRS. The Town is proposing to contract with Worxtime, LLC to perform the reporting requirements as our existing software is not capable.

**Financial Impact:** \$3,500. This amount was budgeted in FY16-17.

**Action Needed:** Agreement Approval

**Recommendation:** Authorize Town Manager to approve one year agreement with Worxtime, LLC

Approved: ☒ City Manager ☐ City Attorney

Attachments:

1. Worxtime Agreement
2. IRS Form 1095-C
3. IRS Form 1094-C



# Staff Report

<b>Consent Agenda Item</b>	<b>Healthcare Reporting Agreement</b>
------------------------------------	---

Applicable Large Employers (ALEs) with 50+ full time employees are required to report their employee healthcare coverage to the IRS. Starting in January 2016, ALES are required to submit IRS Form 1095-C (an employee statement) and IRS Form 1094-C (a transmittal). A copy of each form is attached.

The following information must be reported:

- Basic employer information.
- The months during the calendar year for which healthcare coverage was available.
- The number of full-time employees for each month during the calendar year.
- Whether you, the employer, offered full-time employees and their dependents the opportunity to enroll in minimum essential coverage under an eligible employer-sponsored plan (by calendar month).
- Each full-time employee's share of the lowest-cost monthly premium (self-coverage only) for coverage providing minimum value under an eligible employer-sponsored plan (by calendar month).

The name, address, and taxpayer identification number (TIN) of each full-time employee covered under any such health benefits plans.

The Town is proposing to contract with Worxtime, LLC in the amount of \$ 3500.00 to perform the reporting requirements as our existing software is not capable.



## **WORXTIME REPORTING AGREEMENT**

THIS REPORTING AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN WORXTIME, LLC, A GEORGIA LIMITED LIABILITY COMPANY, LOCATED AT 360B QUALITY CIRCLE, SUITE 220, HUNTSVILLE, ALABAMA 35806, hereinafter referred to as "Worxtime" AND TOWN OF SMITHFIELD, hereinafter referred to as "You" or "Your." CAPITALIZED TERMS MAY BE DEFINED IN THE BODY OF THE AGREEMENT, IN THE DEFINITIONS SECTION OF THE AGREEMENT, OR DESIGNATED AS DEFINED IN ANOTHER DOCUMENT, LAW, OR REGULATION REFERENCED BY THE AGREEMENT. DEFINITIONS SHALL BE APPLICABLE TO THE AGREEMENT AND ANY ATTACHMENTS, AMENDMENTS, OR EXHIBITS, UNLESS INDICATED OTHERWISE.

Worxtime agrees to provide You Reporting Service, as hereinafter defined, in consideration of Your agreement to accept the Reporting Service and abide by the terms and conditions of the Agreement.

### **TERMS AND CONDITIONS**

#### **1.0 DEFINITION AND DESCRIPTION OF REPORTING SERVICE**

The terms and conditions of the Affordable Care Act and §6055 of the Code, require certain employers to annually submit certain information to the IRS related to their employees such as employee identification, employee health insurance offerings, employee insurance coverage, or lack thereof, and employee eligibility ("Employee Data"). Section 6056 of the Code prescribes the form in which such reporting required by §6055 is to be submitted to the IRS. Worxtime has designed and created forms that comply with the above referenced IRS reporting requirements ("Forms"). Worxtime has developed a software system ("Program") that, when used in conjunction with the Forms, provides the reporting ability that meets the requirements of §6055 of the Code. Consistent with the terms and conditions contained herein, Worxtime agrees to utilize the Program and the Forms to timely submit reports to the IRS as required §6055, which shall hereinafter be referred to as the "Reporting Service."

#### **2.0 GENERAL PROVISIONS**

2.1 Employee Data to be Provided. For purposes of providing the Reporting Service, You consent to Worxtime's use of any and all Employee Data of Yours that Worxtime may have collected previously or may collect in the future. Additionally, You agree to timely provide accurate Employee Data in a file form and file structure required by Worxtime.

2.2 Term. This Agreement will continue for a period of one (1) year corresponding with the dates of the Employee Reporting Year as indicated in Exhibit A, attached hereto.

2.3 If You are legally subject to a duty, tax, levy, or fee for the use of the Reporting Service and an authority imposes such a duty, tax, levy, or fee upon You, You agree to pay the amount specified.

2.4 Fees. You agree to timely pay all fees, costs, and expenses arising out of or resulting from the Reporting Service consistent with Exhibit A. The Annual Reporting Fee is due in advance and shall be paid within ten (10) days of receipt of invoice from Worxtime. All other fees are due and payable within ten (10) days after receipt of the relative Worxtime invoice. Worxtime invoices shall be delivered to You via email to the address provided by You.

2.5 Termination of Agreement. If either party materially breaches any provision of this Agreement, the non-breaching party may terminate this Agreement with ten (10) days written Notice, provided, however that the party in breach shall have ten (10) days from receipt of Notice of breach to cure the breach ("Cure Period"). In the event the breaching party fails to cure the breach during the Cure Period, the Agreement shall be deemed to have been terminated as of the date of Notice of breach.

2.6 Confidentiality. Worxtime will retain in confidence all information and technical data derived from or disclosed to Worxtime by You, Your employees, Your representatives, or Your agents, which is not generally known to the public, hereinafter referred to as "Confidential Information." Examples of Confidential Information include, but are not limited to, information or data disclosed in oral, written, graphic, or machine-readable form or in forms otherwise embodying or displaying such information which is visible or audible to Worxtime by virtue of Worxtime having an employee, subcontractor, or agent visiting or performing services at a facility controlled by You or one of Your subsidiaries, agents or subcontractors; or by having access to Your systems including, but not limited to, Employee Data, which may constitute personally identifiable information. Examples of personally identifiable information include, but are not limited to, individual names, addresses, phone numbers, email addresses, employment information, financial information, social security numbers, drivers' license or other identification card numbers, or other similar information. Worxtime shall use all Confidential Information solely to perform its obligations under the Agreement. The disclosure of Confidential Information is subject to privacy laws. This obligation of confidentiality shall not, however, apply to information that: (a) is or becomes available in the public domain through no wrongful act or omission of Worxtime; (b) is already in Worxtime's rightful possession without an obligation of confidentiality prior to disclosure by You; (c) is rightfully disclosed to Worxtime by a third party without an obligation of confidentiality that is known to Worxtime; (d) is independently developed by Worxtime; or (e) is required to be disclosed by law or pursuant to any order of a court of competent jurisdiction or regulatory order properly served on Worxtime.

2.7 Return or Destruction of Confidential Information. Upon termination of the Agreement and receipt of Your written request, all Confidential Information collected shall (i) be returned to You via secure FTP in electronic form (i.e. Excel, PDF) within ten (10) days of receipt of Your request, or (ii) remain on Worxtime's servers and at your written request shall be made available for access and download by You for a period of one (1) year, at no cost to You. Notwithstanding any other terms or conditions contained in the Agreement, Worxtime's duty to retain Your Confidential Information shall cease one (1) year after termination of the Agreement.

2.8 Copyright. Worxtime reserves all of the rights with respect to the Program, the Forms, the Reporting Service, and any copies under all applicable national and international laws and treaties for the protection of intellectual property rights, including, but not limited to, trade secrets, copyrights, trademarks, and patents. You reserve all of the rights with respect to all Employee Data and any copies under all applicable national and international laws and treaties for the protection of intellectual property rights, including, but

not limited to, trade secrets, copyrights, trademarks, and patents.

### **3.0 WARRANTIES**

3.1 Worxtime warrants that the Reporting Service will perform in substantial accordance with the terms and conditions contained in the Agreement and will operate in a manner that substantially complies with the requirements of the ACA as it relates to the reporting function anticipated by the Agreement. The ACA continues to be changed, re-defined, and updated via numerous rules and regulations that are being promulgated on a real-time, on-going basis. Worxtime warrants that reasonable efforts will be made to assure the Reporting Service is updated with the latest ACA rules and regulations that are directly related to the Reporting Service. No warranty is made that the Program will run uninterrupted or that the Reporting Service will be error-free.

3.2 Worxtime warrants that it has sufficient intellectual property rights to provide the Reporting Service to You consistent with the Agreement. Worxtime will indemnify, hold harmless, and defend, at its expense, any claim against You, Your agents, employees, parents, subsidiaries, or Affiliates, alleging that any software used in connection with the Reporting Service infringes any patent, copyright, trademark, trade secret, or other intellectual property interest in any country, and pay all expenses incurred or awarded. Worxtime will conduct the defense of any such claim diligently and with counsel reasonably satisfactory to You and will not consent to the entry of a judgment or enter into any settlement with respect to the claim without the prior written consent of You, which shall not be withheld unreasonably.

3.3 Worxtime warrants that Your Confidential Information will be used solely for the purpose of providing You the Reporting Service and agrees to indemnify and hold You harmless from and against all liability to third parties resulting from disclosures by Worxtime of Your Confidential Information that are inconsistent with the terms of the Agreement.

3.4 Worxtime warrants that neither Worxtime nor any of its employees, contractors, or agents have been convicted of any criminal offense related to the information management of health care services nor have been debarred, excluded, or otherwise deemed ineligible for participation in any federal or state government health care program, including Medicare and Medicaid ("Government Healthcare Program(s)"). In the event that Worxtime or any of its employees, contractors, or agents is convicted of any criminal offense related to information management of health care services or is excluded from participation in any Government Healthcare Program during the term of the Agreement, You have the right to immediately terminate the Agreement.

3.5 THE PRECEDING WARRANTIES CONTAINED IN §§ 3.1 THROUGH 3.4, INCLUSIVE, ARE THE ONLY WARRANTIES RELATED TO THE REPORTING SERVICE PROVIDED BY WORXTIME AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.6 If an implied warranty or condition is created and Your state, federal, or provincial law prohibits disclaimer of it, You may also have an implied warranty or condition. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to You. This limited warranty gives You specific legal rights. You may have other rights, which vary from jurisdiction to jurisdiction.

3.7 Notwithstanding any other terms or conditions contained herein, any and all warranties are void if failure of the Reporting Service is the result of abuse, misapplication, abnormal use, inaccurate data, untimely delivered data, or a virus attributable to You or an agent of Yours.

### **4.0 DISCLIAMERS**

4.1 You agree to timely provide to Worxtime, in a file format acceptable to Worxtime, accurate data related to all employees for the purpose of Worxtime reporting to the IRS. To the extent You or an agent of Yours inputs data, You are solely responsible for the accuracy and timely input of all such data. Worxtime expressly disclaims any and all liability attributable to inaccurate data supplied by You or data provided to Worxtime in an untimely manner or in an unacceptable file format.

4.2 You agree that You are solely responsible for all user names or passwords assigned to You. You agree to comply with all applicable laws associated with the use of the data. Worxtime expressly disclaims any and all liability attributable to Your improper use of user names or passwords or Your failure to comply with applicable laws associated with Your use of the data.

### **5.0 LIMITATION OF LIABILITY**

WORXTIME IS NOT LIABLE FOR ANY INDIRECT DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, ATTORNEY'S FEES, PUNITIVE DAMAGES, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY FINES, INTEREST, LOST PROFITS, LOST REVENUES, OR LOSS OF BUSINESS, WHETHER YOU, YOUR ASSIGNEE, OR ANY OTHER TRANSFEREE SUFFER THE LOSS OR DAMAGE THAT MAY ARISE UNDER §§ 3.1, 3.4 OR 3.6 OF THE AGREEMENT.

### **6.0 MISCELLANEOUS**

6.1 Governing Law. Any action, suit, or proceeding arising under or in connection with this Agreement must be commenced within two (2) years after the claim or cause of action arises. The Agreement shall be governed and construed in accordance with the laws of Georgia (excluding Georgia's choice-of-law principles) and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Georgia (excluding Georgia's choice-of-law principles), unless there exists a federal, state, county, or municipal law, rule, regulation, or ordinance that requires the application of laws other than those of Georgia, in which case the jurisdiction required by such law, rule, regulation, or ordinance shall govern the Agreement.

6.2 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and the parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

6.3 Waiver. None of the requirements of this Agreement shall be considered as waived by either party unless the same is done in writing, and then only by persons executing this Agreement or other duly authorized agents or representatives. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.

6.4 Assignment. You may not assign (voluntarily, by operation of law, or otherwise) the Agreement (or any rights or

obligations contained herein) without the prior written consent of Worxtime, whose consent shall not be unreasonably withheld. Any permitted assignee shall assume all obligations of its assignor under the Agreement. Any purported assignment or transfer in violation of this section shall be void.

6.5 Compliance. You agree that upon written request from Worxtime, You will within thirty (30) days fully document and certify whether or not the Reporting Service provided by Worxtime is in conformity with the Agreement. Such request will not be made more than one time in a twelve (12) month period.

6.6 Independent Contractor. The performance by Worxtime of its duties and obligations under the Agreement will be that of an independent contractor and nothing contained in the Agreement will create or imply an agency, joint venture, or partnership between Worxtime and You. Neither the employees of Worxtime nor those of its subcontractors will be deemed to be employees or agents of You.

6.7 Use of Third-party Software. Use of some third-party software and other materials required by the Service may be subject to other terms and conditions typically found in a separate software agreement or a "Read Me" file located in such materials.

6.8 Insurance. Worxtime shall maintain the following insurance, with a company rated by A.M. Best as "A" or higher, during the term of the Agreement:

- a. Commercial General (or Public) Liability insurance, including products and contractual liability, of not less than US \$1,000,000 per occurrence and in the aggregate.
- b. Professional Liability insurance covering errors, omissions or negligent acts arising out of the professional services under the Agreement. The limit of liability shall not be less than US \$1,000,000 each claim. Coverage shall continue for two years following the termination of the Agreement.
- c. Technology Errors and Omissions insurance with a limit of liability not less than US \$2,000,000.
- d. Worxtime shall provide You with thirty (30) days' notice prior to the cancellation or reduction of coverage and, upon written request, a current Certificate of Insurance and a policy copy.

Worxtime will not add You as an additional named insured nor will Worxtime's insurance coverage be classified as non-contributory.

6.9 Time is of the Essence. The performance of all obligations on the precise times stated in the Agreement is of absolute importance and failure to perform any of them on time is a default, time being of the essence.

6.10 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The word "including" shall mean including without limitation.

6.11 Entire Agreement. This Agreement is the entire agreement between You and Worxtime relating to the Reporting Service and supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Reporting Service or any other subject matter covered by this Agreement. The terms and conditions of the Agreement can only be modified via a written agreement signed by both parties.

6.12 Counterparts. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute but one and the same instrument.

The date of the Agreement is \_\_\_\_\_. In the event a date is not indicated the date of the Agreement shall be deemed to the later of the two dates indicated below the signatories below.

The parties hereby agree and consent to the terms and conditions of this Agreement and acknowledge such by executing the Agreement below.

Executed by:	<u>Town of Smithfield</u>	Accepted By:	<u>Worxtime LLC</u>
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	<u>Tearle D. Bagwell</u>
Title:	_____	Title:	<u>President, Worxtime LLC</u>
Date Signed:	_____	Date Signed:	_____
Address:	<u>350 East Market Street Smithfield, NC 27577</u>	Address:	<u>360B Quality Circle Suite 220 Huntsville, AL 35802</u>
Fax Number:	_____	Fax Number:	<u>(256) 883-0893</u>
Email:	<u>greg.siler@smithfield-nc.com</u>	Email:	<u>tearle@vbcenroll.com</u>



**EXHIBIT A**  
**REPORTING AGREEMENT FEES**

Invoice to:  
Town of Smithfield  
Attn: Greg Siler  
350 East Market Street  
Smithfield, NC 27577  
greg.siler@smithfird-nc.com

		Total Cost
Annual Reporting Fee	\$3,500	\$3500
File Feeds	First file feed upload: no charge Additional file feed uploads: \$500 per file upload	
Additional EIN's	\$250 per each additional EIN	
Reformatting Fees*	\$495	
Fulfillment	\$3.00 Per printed employee form (includes postage)	
Employee Reporting Year	2016	
Billing Mode	Annual	
Due date for submission of initial test file	3 weeks after implementation call	
Additional Fees	Submission of test file 22 days after implementation: \$1,695 Failure to provide test files by 15 <sup>th</sup> of month: \$300/month Maximum penalty for untimely data: \$2,595	

\* Files must be provided to Worxtime in a suitable file format and a suitable file structure. Failure to do so will result in a Reformatting Fee. Multiple EINs or multiple payrolls will result in additional fees.

Executed by: Town of Smithfield

Accepted by: Worxtime, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed Name: Tearle Bagwell

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

Title: Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approval: \_\_\_\_\_

**AMENDMENT TO PROCESSING AGREEMENT**

(350 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT ("Amendment") is made as of \_\_\_\_\_, 2016, by and among Worxtime LLC ("Contractor"), and the Town of Smithfield ("Town").

**RECITALS:**

- A. Contractor desires to enter into a Processing Agreement with Town according to a form supplied, by Contractor and used in its normal business, which agreement is hereinafter referenced as the Contract and dated approximately simultaneously with this Amendment.
- B. It is efficient for Town to enter small contracts such as this on forms supplied by Contractor so as to avoid the time and expense of more formally drafted contracts but Town desires to preserve for itself certain basic contractual provisions in all contracts.
- C. The Parties hereto have therefore agreed to the following Amendment to Contract.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties amend the Contract signed approximately simultaneously herewith and attached hereto by inserting the following provisions which shall be additional provisions of the Contract and shall control over any other provisions of the Contract that might appear contradictory hereto or appear to create ambiguities when read with the provisions agreed to herein.

1. Miscellaneous:

- a. Clause Control. Due to the volume of vendor 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 conflicting 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 may terminate this contract without cause on 5 days' notice.
- n. Pre-Audit Certification. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.

\_\_\_\_\_  
Greg Siler, Town Budget Officer

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement as of the day and year first above written.

**Town:**

By: \_\_\_\_\_  
**M. Andy Moore**

**CONTRACTOR:** \_\_\_\_\_

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

Business Name: \_\_\_\_\_



# 1095-C

Form  
Department of the Treasury  
Internal Revenue Service

## Employer-Provided Health Insurance Offer and Coverage

► Information about Form 1095-C and its separate instructions is at [www.irs.gov/form1095c](http://www.irs.gov/form1095c)

☐ VOID
 ☐ CORRECTED

OMB No. 1545-2251  
 2015

### Part I Employee

1 Name of employee		2 Social security number (SSN)		7 Name of employer		8 Employer identification number (EIN)	
3 Street address (including apartment no.)		9 Street address (including room or suite no.)		10 Contact telephone number		11 Country and ZIP or foreign postal code	
4 City or town	5 State or province	6 Country and ZIP or foreign postal code	11 City or town	12 State or province	13 Country and ZIP or foreign postal code		

### Part II Employee Offer and Coverage

Plan Start Month (Enter 2-digit number):

	All 12 Months	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
14 Offer of Coverage (enter required code)													
15 Employee Share of Lowest Cost Monthly Premium, for Self-Only Minimum Value Coverage	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
16 Applicable Section 4980H Safe Harbor (enter code, if applicable)													

### Part III Covered Individuals

If Employer provided self-insured coverage, check the box and enter the information for each covered individual. ☐

(a) Name of covered individual(s)	(b) SSN	(c) DOB (if SSN is not available)	(d) Covered all 12 months	(e) Months of Coverage											
				Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
17			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
18			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
19			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
20			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
21			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
22			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 60705M

Form 1095-C (2015)



## Instructions for Recipient

You are receiving this Form 1095-C because your employer is an Applicable Large Employer subject to the employer shared responsibility provision in the Affordable Care Act. This Form 1095-C includes information about the health insurance coverage offered to you by your employer. Form 1095-C, Part II, includes information about the coverage, if any, your employer offered to you and your spouse and dependent(s). If you purchased health insurance coverage through the Health Insurance Marketplace and wish to claim the premium tax credit, this information will assist you in determining whether you are eligible. For more information about the premium tax credit, see Pub. 974, Premium Tax Credit (PTC). You may receive multiple Forms 1095-C if you had multiple employers during the year that were Applicable Large Employers (for example, you left employment with one Applicable Large Employer and began a new position of employment with another Applicable Large Employer). In that situation, each Form 1095-C would have information only about the health insurance coverage offered to you by the employer identified on the form. If your employer is not an Applicable Large Employer it is not required to furnish you a Form 1095-C providing information about the health coverage it offered.

In addition, if you, or any other individual who is offered health coverage because of their relationship to you (referred to here as family members), enrolled in your employer's health plan and that plan is a type of plan referred to as a "self-insured" plan, Form 1095-C, Part III provides information to assist you in completing your income tax return by showing you or those family members had qualifying health coverage (referred to as "minimum essential coverage") for some or all months during the year.

If your employer provided you or a family member health coverage through an insured health plan or in another manner, the issuer of the insurance or the sponsor of the plan providing the coverage will furnish you information about the coverage separately on Form 1095-B, Health Coverage. Similarly, if you or a family member obtained minimum essential coverage from another source, such as a government-sponsored program, an individual market plan, or miscellaneous coverage designated by the Department of Health and Human Services, the provider of that coverage will furnish you information about that coverage on Form 1095-B. If you or a family member enrolled in a qualified health plan through a Health Insurance Marketplace, the Health Insurance Marketplace will report information about that coverage on Form 1095-A, Health Insurance Marketplace Statement.

*Employers are required to furnish Form 1095-C only to the employee. As the recipient of this Form 1095-C, you should provide a copy to any family members covered under a self-insured employer-sponsored plan listed in Part III if they request it for their records.*



### Part I. Employee

**Lines 1–6.** Part I, lines 1–6, reports information about you, the employee.

**Line 2.** This is your social security number (SSN). For your protection, this form may show only the last four digits of your SSN. However, the issuer is required to report your complete SSN to the IRS.

**CAUTION** *If you do not provide your SSN and the SSNs of all covered individuals to the plan administrator, the IRS may not be able to match the Form 1095-C to determine that you and the other covered individuals have complied with the individual shared responsibility provision. For covered individuals other than the employee listed in Part I, a Taxpayer Identification Number (TIN) may be provided instead of an SSN.*

### Part I. Applicable Large Employer Member (Employee)

**Lines 7–13.** Part I, lines 7–13, reports information about your employer.

**Line 10.** This line includes a telephone number for the person whom you may call if you have questions about the information reported on the form or to report errors in the information on the form and ask that they be corrected.

## Part II. Employer Offer and Coverage, Lines 14–16

**Line 14.** The codes listed below for line 14 describe the coverage that your employer offered to you and your spouse and dependent(s), if any. (If you received an offer of coverage through a multiemployer plan due to your membership in a union, that offer may not be shown on line 14.) The information on line 14 relates to eligibility for coverage subsidized by the premium tax credit for you, your spouse, and dependent(s). For more information about the premium tax credit, see Pub. 974.

**1A.** Minimum essential coverage providing minimum value offered to you with an employee contribution for self-only coverage equal to or less than 9.5% of the 48 contiguous states single federal poverty line and minimum essential coverage offered to your spouse and dependent(s) (referred to here as a Qualifying Offer). This code may be used to report for specific months for which a Qualifying Offer was made, even if you did not receive a Qualifying Offer for all 12 months of the calendar year.

**1B.** Minimum essential coverage providing minimum value offered to you and minimum essential coverage NOT offered to your spouse or dependent(s).

**1C.** Minimum essential coverage providing minimum value offered to you and minimum essential coverage offered to your dependent(s) but NOT your spouse.

**1D.** Minimum essential coverage providing minimum value offered to you and minimum essential coverage offered to your spouse but NOT your dependent(s).

**1E.** Minimum essential coverage providing minimum value offered to you and minimum essential coverage offered to your dependent(s) and spouse.

**1F.** Minimum essential coverage NOT providing minimum value offered to you, or you and your spouse or dependent(s), or you, your spouse, and dependent(s).

**1G.** You were NOT a full-time employee for any month of the calendar year but were enrolled in self-insured employer-sponsored coverage for one or more months of the calendar year. This code will be entered in the *All 12 Months* box on line 14.

**1H.** No offer of coverage (you were NOT offered any health coverage or you were offered coverage that is NOT minimum essential coverage).

**1I.** Your employer claimed "Qualifying Offer Transition Relief" for 2015 and for at least one month of the year you (and your spouse or dependent(s)) did not receive a Qualifying Offer. Note that your employer has also provided a contact number at which you may request further information about the health coverage, if any, you were offered (see line 10).

**Line 15.** This line reports the employee share of the lowest-cost monthly premium for self-only minimum essential coverage providing minimum value that your employer offered you. The amount reported on line 15 may not be the amount you paid for coverage if, for example, you chose to enroll in more expensive coverage such as family coverage. Line 15 will show an amount only if code 1B, 1C, 1D, or 1E is entered on line 14. If you were offered coverage but not required to contribute any amount towards the premium, this line will report a "0.00" for the amount.

**Line 16.** This code provides the IRS information to administer the employer shared responsibility provisions. Other than a code 2C which reflects your enrollment in your employer's coverage, none of this information affects your eligibility for the premium tax credit. For more information about the employer shared responsibility provisions, see IRS.gov.

## Part III. Covered Individuals, Lines 17–22

Part III reports the name, SSN (or TIN for covered individuals other than the employee listed in Part I), and coverage information about each individual (including any full-time employee and non-full-time employee, and any employee's family members) covered under the employer's health plan, if the plan is "self-insured." A date of birth will be entered in column (c) only if an SSN (or TIN for covered individuals other than the employee listed in Part I) is not entered in column (b). Column (d) will be checked if the individual was covered for at least one day in every month of the year. For individuals who were covered for some but not all months, information will be entered in column (e) indicating the months for which these individuals were covered. If there are more than 6 covered individuals, see the additional covered individuals on Part III, Continuation Sheet(s).



**Part III Covered Individuals – Continuation Sheet**

[illegible]



# Form 1094-C

Department of the Treasury  
Internal Revenue Service

## Transmittal of Employer-Provided Health Insurance Coverage Information Returns

► Information about Form 1094-C and its separate instructions is at [www.irs.gov/form1094c](http://www.irs.gov/form1094c)

☐ CORRECTED

OMB No. 1545-2251

2015

### Part I Applicable Large Employer Member (ALE Member)

1 Name of ALE Member (Employer) \_\_\_\_\_ 2 Employer identification number (EIN) \_\_\_\_\_

3 Street address (including room or suite no.) \_\_\_\_\_

4 City or town \_\_\_\_\_ 5 State or province \_\_\_\_\_ 6 Country and ZIP or foreign postal code \_\_\_\_\_

7 Name of person to contact \_\_\_\_\_ 8 Contact telephone number \_\_\_\_\_

9 Name of Designated Government Entity (only if applicable) \_\_\_\_\_ 10 Employer identification number (EIN) \_\_\_\_\_

11 Street address (including room or suite no.) \_\_\_\_\_

12 City or town \_\_\_\_\_ 13 State or province \_\_\_\_\_ 14 Country and ZIP or foreign postal code \_\_\_\_\_

15 Name of person to contact \_\_\_\_\_ 16 Contact telephone number \_\_\_\_\_

For Official Use Only



17 Reserved . . . . .

18 Total number of Forms 1095-C submitted with this transmittal . . . . .

19 Is this the authoritative transmittal for this ALE Member? If "Yes," check the box and continue. If "No," see instructions . . . . .

### Part II ALE Member Information

20 Total number of Forms 1095-C filed by and/or on behalf of ALE Member . . . . .

21 Is ALE Member a member of an Aggregated ALE Group? . . . . . ☐ Yes ☐ No

If "No," do not complete Part IV.

### 22 Certifications of Eligibility (select all that apply):

☐ A. Qualifying Offer Method ☐ B. Qualifying Offer Method Transition Relief ☐ C. Section 4980H Transition Relief ☐ D. 98% Offer Method

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and to the best of my knowledge and belief, they are true, correct, and complete.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 61571A

Form 1094-C (2015)

**Part III ALE Member Information — Monthly**

	(a) Minimum Essential Coverage Offer Indicator		(b) Full-Time Employee Count for ALE Member	(c) Total Employee Count for ALE Member	(d) Aggregated Group Indicator	(e) Section 4980H Transition Relief Indicator
	Yes	No				
23 All 12 Months	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
24 Jan	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
25 Feb	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
26 Mar	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
27 Apr	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
28 May	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
29 June	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
30 July	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
31 Aug	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
32 Sept	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
33 Oct	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
34 Nov	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
35 Dec	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	

**Part IV Other ALE Members of Aggregated ALE Group**

Enter the names and EINs of Other ALE Members of the Aggregated ALE Group (who were members at any time during the calendar year).

	Name	EIN	Name	EIN
36			51	
37			52	
38			53	
39			54	
40			55	
41			56	
42			57	
43			58	
44			59	
45			60	
46			61	
47			62	
48			63	
49			64	
50			65	





## Request for City Council Action

**Bid Award**  
**Consent Demo of**  
**Agenda House –**  
**Item: 116S. 5<sup>th</sup>**  
**Street**  
**Date: 09/06/2016**

---

**Subject:** Demolition of 116 S. Fifth Street Property  
**Department:** Planning  
**Presented by:** Paul Embler  
**Presentation:** n/a

---

**Issue Statement** The Town Manager is requesting permission to award the bid for demolition to the 116 S, Fifth St. Property to TAP Construction, the lowest bidder.

**Financial Impact** The demolition including the required Johnston County asbestos inspection is \$11,650.00. This price does not include the removal of asbestos if it is discovered after the inspection.

**Action Needed** Town Council is requested to take action to either approve or deny the request.

**Recommendation** The planning staff recommends approval.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

1. Copy of bid from Tap Construction Inc.
2. Copy of the bid packet



## Staff Report

**Consent  
Agenda  
Item**

**Bid  
Award  
Demo  
of  
House –  
116S.  
5<sup>th</sup>  
Street**

---

The property is located at 116 S. Fifth Street, NCPIN # 169419-50-1877 adjacent to the Smithfield Police Department

We notified five demolition companies and also posted the ad on the NC Demolition web page. We received two responses and TAP Construction Inc. was the lowest bidder. The original projected costs for the demolition of this property were \$10,000.00. The bids came in a little higher than expected because of the complexity of the fire damaged structure.

Since the back of the home had burned approximately 25% of the downstairs area, it made the roof more complicated than anticipated to remove. This added additional machinery, time and labor to the project. Additionally, what appeared to be an aluminum storage building in the back yard was actually a stick built structure. The removal of this building is also calculated as part of the \$11,650 quote.

This quote includes the fees for the required asbestos inspection. This quote does not include asbestos removal. If asbestos is discovered upon inspection there will be a nominal fee to dispose the asbestos in accordance with county and state law.



## Town of Smithfield, North Carolina

### REQUEST FOR PROPOSALS For RESIDENTIAL DEMOLITION/DISPOSAL

Proposals are to be opened at 4:00PM FRIDAY August 12, 2016  
ALL BIDS WILL REMAIN SEALED UNTIL THE TIME AND DATE POSTED

Pursuant to General Statutes of North Carolina, proposals, subject to the conditions and specifications herein, are invited for furnishing the following apparatus, supplies, materials, equipment and/or repair work and services. All proposals will be received by the Town of Smithfield Code Compliance Officer, at his office located at Smithfield Town Hall, 350 E. Market Street, Smithfield, NC 27577.

#### POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS DOCUMENT

Each unit to be demolished/disposed of shall be individually priced and total provided below. Property locations are specifically defined by their PIN and Street Address provided below.

\*\*\* Contractor shall carefully inspect each unit.

Case #	Physical Address	NCPIN #	Bid Price \$ (T or D)
2016-001	116 S. Fifth Street Smithfield, NC 27577	169419-50-1877	11650.00
*Quote	includes the asbestos inspection.		
*Quote	DOES NOT include Asbestos removal if detected		

Total Price \$ 11,650<sup>00</sup>

BIDDER: TAP Construction Inc. CONTACT: Kathy Parker

NAME PRINTED OR TYPED: TAP Construction Inc.

AUTHORIZED SIGNATURE: Kathryn L. Parker

TITLE: President

ADDRESS: 2945 Lakewood Rd DATE: 8-11-16

Four Oaks NC 27524 PHONE: 919 369-5339

EMAIL: Kathyparker6@gmail.com FAX: 919 934 3881

\* We are fully licensed & insured.





## *Town of Smithfield, North Carolina*

### **REQUEST FOR PROPOSALS For RESIDENTIAL DEMOLITION/DISPOSAL**

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Case #	Physical Address	NCPIN #	Bid Price \$ (T or D)
2016-001	116 S. Fifth Street Smithfield, NC 27577	169419-50-1877	

**Total Price** \$ \_\_\_\_\_

BIDDER: \_\_\_\_\_ CONTACT: \_\_\_\_\_

NAME PRINTED OR TYPED: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

In compliance with the above request for proposals, the undersigns offers and agrees, if this proposal is accepted within 45 days from the opening, to furnish any and all of the items at the prices quoted and to begin service within 20 days after receipt of award.

Bidder shall sign and return this form and all other required documents in a sealed envelope marked as shown below:

**STREET DELIVERY**

Brent Reck  
Code Compliance Officer  
Town of Smithfield  
350 E. Market Street  
Smithfield, NC 27577

**US POST OFFICE DELIVERY**

Brent Reck  
Code Compliance Officer  
Town of Smithfield  
P.O. Box 761  
Smithfield, NC 27577

## **GENERAL TERMS AND CONDITIONS**

### **1. ACCEPTANCE OR REJECTION OF PROPOSALS**

The Town of Smithfield reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the equipment or services for its intended use and further specifically reserve the right to make the award in the best interests of the Town. Unless otherwise specified by the Contractor, the Town of Smithfield reserves the right to accept any item in the proposal.

### **2. AWARD OF CONTRACT**

This proposal may be awarded by specific units to multiple Contractor(s) based upon evaluation of price and Contractor qualifications. **THE CONTRACTOR SHALL NOT ASSIGN ANY PORTION OF THIS SERVICE CONTRACT WITHOUT THE EXPRESS WRITTEN APPROVAL FROM THE TOWN OF SMITHFIELD. THE TOWN RESERVES THE RIGHT TO MAKE ANY AND ALL DECISIONS IN REGARD TO SUBCONTRACTORS AND TERMS OF SUBCONTRACTING.**

### **3. MANDATORY CONTRACTOR REQUIREMENTS**

- a. Provide asbestos evaluation, testing, handling and disposal in accordance with all local, state and federal requirements.**
- b. Total lot clean up to include stabilization, seed and straw.**

### **4. PERMITS, CERTIFICATIONS, REFERENCES, LICENSES**

- a. The Contractor shall maintain all permits, certifications or licenses required by Johnston County and the State of North Carolina in order to provide contract services.
- b. The Contractor shall promptly provide proof of all permits, certifications or licenses upon request from the County.
- c. Contractor shall obtain all required local and state permits prior to starting work.

5. **DAMAGES**

- a. The Contractor shall be responsible for any and all damages attributable to Contractor. This will include, but is not limited to, the improper performance of work by any employee or agent of the Contractor, or for damages caused by equipment, tools or materials being utilized by the Contractor to fulfill this contract.
- b. The Contractor shall be responsible to report all Contractor attributable damages to the Town in a timely matter and within twenty-four (24) hours of the Contractor's first knowledge that damage had been incurred.
- c. The primary objective in handling Contractor damages shall be the timely and competent repair of property to conditions as close to pre-existing conditions as possible. All repairs shall be performed without charge to the County.





# Request for City Council Action

**Consent  
Agenda  
Item:** **Salary  
Increase**  
**Date:** 09/06/2016

---

**Subject:** Salary Increase  
**Department:** Fire Department  
**Presented by:** Michael Scott, Town Manager  
**Presentation:** Consent

---

## Issue Statement :

The Manager is seeking approve for the six month, 2.5% salary increase for the Fire Chief due to the agreed upon conditional offer of employment.

## Financial Impact:

\$1,785.00 annually. Salary increase is budgeted in current budget.

## Action Needed:

Approve salary increase of 2.5 %.

## Recommendation:

Approve salary increase of 2.5 % as indicated in conditional offer of employment effective August 15, 2016.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

Staff Report



## Staff Report

**Consent  
Agenda  
Item:** **Salary  
Increase**

---

On February 10, 2016, The Interim Town Manager made a conditional offer of employment to the Fire Chief to fill the vacant fire chief position. The offer included a 2.5% salary increase upon successful completion of six months in the fire chief position. The six month time frame has been successfully completed. The Manager is seeking authority to allocate this salary increase, which is included in the FY 2016-17 budget.



# Request for City Council Action

**Consent  
Agenda  
Item:** TJCOG  
Membership  
**Date:** 09/06/2016

---

**Subject:** Approval of Triangle J Membership  
**Department:** General Government  
**Presented by:** Michael Scott, Town Manager  
**Presentation:** Consent

---

## Issue Statement :

Request approval to retain membership with Triangle J Council of Governments.

## Financial Impact:

\$4,312.00; 10-4110-5702; Budgeted Funds

## Action Needed:

Approval by Town Council to Remain a member of Triangle J COG and authorize payment of Invoice 11013 from Triangle J COG.

## Recommendation:

Approve continued membership with Triangle J COG and authorize payment of invoice 11013 as attached.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

1. Staff report
2. TJCOG Invoice for FY 2016-2017





# Staff Report

**Consent  
Agenda  
Item:** **TJCOG  
Membership**

During the June 1, 2016 budget workshop, Staff was directed to review the membership for Triangle J Council of Governments and make a recommendation whether it was in the Town's best interest to retain membership with Triangle J COG. Council also requested the membership not be renewed until brought back before the Town Council for approval.

On August 19, 2016 the Town Manager and Human Resource Director met with representatives of Triangle J Council of Governments. Triangle J COG currently provides the following services being used by the Town of Smithfield:

- Random DOT Drug Testing for all CDL operators;
- Reasonable Suspicion Drug and Alcohol testing for CDL operators;
- Post-Accident drug and alcohol testing for CDL Operators;
- Critical Incident Stress Management services for all employees with emphasis in Public Safety;
- 15 Hours of annual services provided with membership.

Triangle J COG provides a litany of additional services and coordinated support in areas directly affecting Smithfield. Currently the Town Staff is coordinating with Triangle J COG to identify certifications that might be available to Smithfield if it chose to pursue a designation as being an Age/Elder Friendly Community, and publicized as such in registers such as AARP.

Staff recommends continued membership with Triangle J COG for FY 2016-17.



Triangle J Council of Governments  
4307 Emperor Blvd., Ste. 110  
Durham, NC 27703

## Invoice

7/1/2016

Invoice #

11013

Payment Terms: Due on Receipt

Customer ID# 0023

Town of Smithfield  
PO Box 761  
Smithfield, NC 27577

Comments:

Description	Amount
TJCOG FY16-17 Annual Member Assessment	\$4,312.00

Please include the invoice number when paying.  
Thank You.

**Total: \$4,312.00**

\*Please note that when you provide a check as payment, you authorize TJCOG either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call 919-558-9399.







# Request for City Council Action

**Consent  
Agenda  
Item:** Pine Acres  
Buffer  
**Date:** 09/06/2016

---

**Subject:** Pine Acres Buffer  
**Department:** General Government/Planning  
**Presented by:** Michael Scott, Town Manager  
**Presentation:** Pine Acres Buffer

---

## Issue Statement

Request to enter into a contract with Corporate Impressions Landscapes, Inc. to provide and install approximately 90 plants between the north curb of Outlet Center Drive and Pine Acres Subdivision north of the installed fencing buffer.

## Financial Impact

\$14,400.00 from Smithfield Crossings Capital Improvement Fund.

## Action Needed

Approval of project to add plantings to accent the buffer between Pine Acres Subdivision and Outlet Center Drive.

## Recommendation

Approve the project to add plantings to accent the buffer between Pine Acres Subdivision and Outlet Center Drive.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

1. Plan of the buffer area
2. Agreement with Corporate Impressions Landscape, Inc.



## Staff Report

<b>Consent</b>	<b>Pine</b>
<b>Agenda</b>	<b>Acres</b>
<b>Item:</b>	<b>Buffer</b>

---

As part of the Smithfield Crossings Project, a commitment was made to add a visual buffer in the right-of-way on Outlet Center Drive between the north curb and Pine Acres Subdivision. This portion of the project was delayed while a committee researched the best alternative to meet the needs of the residents of Pine Acres and the Town's economic development needs in this area. It was hoped that an easement would be afforded between the property owner and the Town to allow for a sidewalk to be placed later between two developable lots between Outlet Center Drive and Pine Acres Subdivision. This easement was not approved by the property owner, so Town Staff and the aforementioned committee is requesting to move forward with planting of 90 plants to create a vegetative buffer that will be 900' long and 50'wide in the right-of-way. A sketch is provided. Cost of the project is \$14,400.00





**Corporate  
Impressions  
Landscapes, Inc.**

**P.O. Box 1416  
Garner, NC 27529**

**Phone 919-639-5255  
Fax 919-639-6606**

August 29, 2016

**Proposal  
Town of Smithfield  
Smithfield Crossing Drive  
Smithfield, NC**

Re: Landscape Screening

-Install (46) 4' Nellie Stevens Holly and (44) 4' Waxleaf Ligustrum along 900'x50' buffer between Smithfield Crossing Drive and back of Pine Bluff Subdivision:

\$14,400.00

I agree with the above scope of work and hereby authorize the work to be completed.

---

Signature

date

Thank you for your business!

If you have any questions please call Greg Derwitz at 919-422-8163 or Derek McLean at 919-422-8162.

NC Landscape License #CL0633

NC Irrigation License #C-302



# Staff Report

**Consent  
Agenda  
Item:** **New Hire  
Report**  
**Date:** 09/06/16

**Date of Meeting:** September 06, 2016

**Date Prepared:** August 29, 2016

**Staff Work By:** Tim Kerigan, HR Director

## **Background**

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

## **Action Requested**

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

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Water Plant Operator III	PU – Water Plant	30-7200-0200	\$15.938/hr (\$33,151.04/yr)
Utility Line Mechanic	PU – Water/Sewer	30-7220-0200	\$12.464/hr (\$25,925.95/yr)
Police Officer I	Police	10-5100-0200	\$15.58/hr (\$34,836.88/yr)
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$8.25/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$15.00/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$15.00/hr



# Business Items



## Booker Dairy Road Extension

The planning and approval of the Booker Dairy Road Extension Improvements started in the late 1990's. The public hearings for the project were held by NCDOT in 2000-01 to receive public comment. NCDOT planning was finalized around 2005 and within a few years the design survey and environmental work began on the project. Early in the Obama administration funding was found for Phase I Booker Dairy Road Extension through the TIGER program. Approximately 21 million dollars was designated for the construction. When bids were received the low bidder was awarded the contract at approximately 14 million dollars. Work was completed several years ago for the Phase I roadway improvements and the highway was dedicated as the Durwood Stephenson Highway, honoring Mr. Stephenson's years of faithful service to Smithfield and NCDOT.

Shortly after the completion of Phase 1, NCDOT began planning Phase 2 improvements. When the SECU was constructed as well as the subdivision associated with Kellie Drive and the construction of the Neuse Charter School the Town worked with NCDOT in obtaining right of way reservations as well as lane improvements to facilitate Phase 2 construction.

The proposed Phase 2 construction improvements begin at Booker Dairy Road and extend to US 301 (North Brightleaf Blvd) tying in at the present location of Ava Gardner Blvd. The roadway cross section starting at Buffalo Road and extending to White Oak Drive/Bradford Street will be a four lane curbed and gutter roadway with a curb and gutted concrete/grass median to the White Oak/Bradford intersection. From just east of the intersection of White Oak Drive and Bradford Street to US 301 (North Brightleaf Blvd) the roadway will be a partial controlled access four lane road with paved shoulders with sideline swales that has a curbed and guttered grass median.

Four breaks in the right of way are proposed for future roadway connections, two on the north side of the road and two on the south side of the road, with the intent of right-in and right-out intersections at all breaks in the right of way. According to the plans provided by NCDOT there are no breaks in the median or turn lanes to allow for left turns in and out of the proposed four breaks in the right of way. NCDOT has indicated that one of the breaks in right of way will also be allowed a median break in the future. At the time the median break is requested NCDOT will require that the cost of the median break and associated turn lanes be a developer borne cost.

NCDOT proposes new signals are at Kellie Drive (across from SSS), the new intersection of the old Booker Dairy Road and the new Booker Dairy Road Extension and the intersection with US 301 (North Brightleaf Blvd). Under separate NCDOT projects Kellie Drive is proposed to be extended to Buffalo Road to a location approximately one half mile north of the SECU to provide another means of access and egress to the Charter School and to SSS. The Johnston County Schools will construct a new entrance to SSS opposite of Kellie Drive.

Bids will be let in January 2018 and construction should be completed by July 2019. Please refer to the attach plans sheets (5 thru 12).



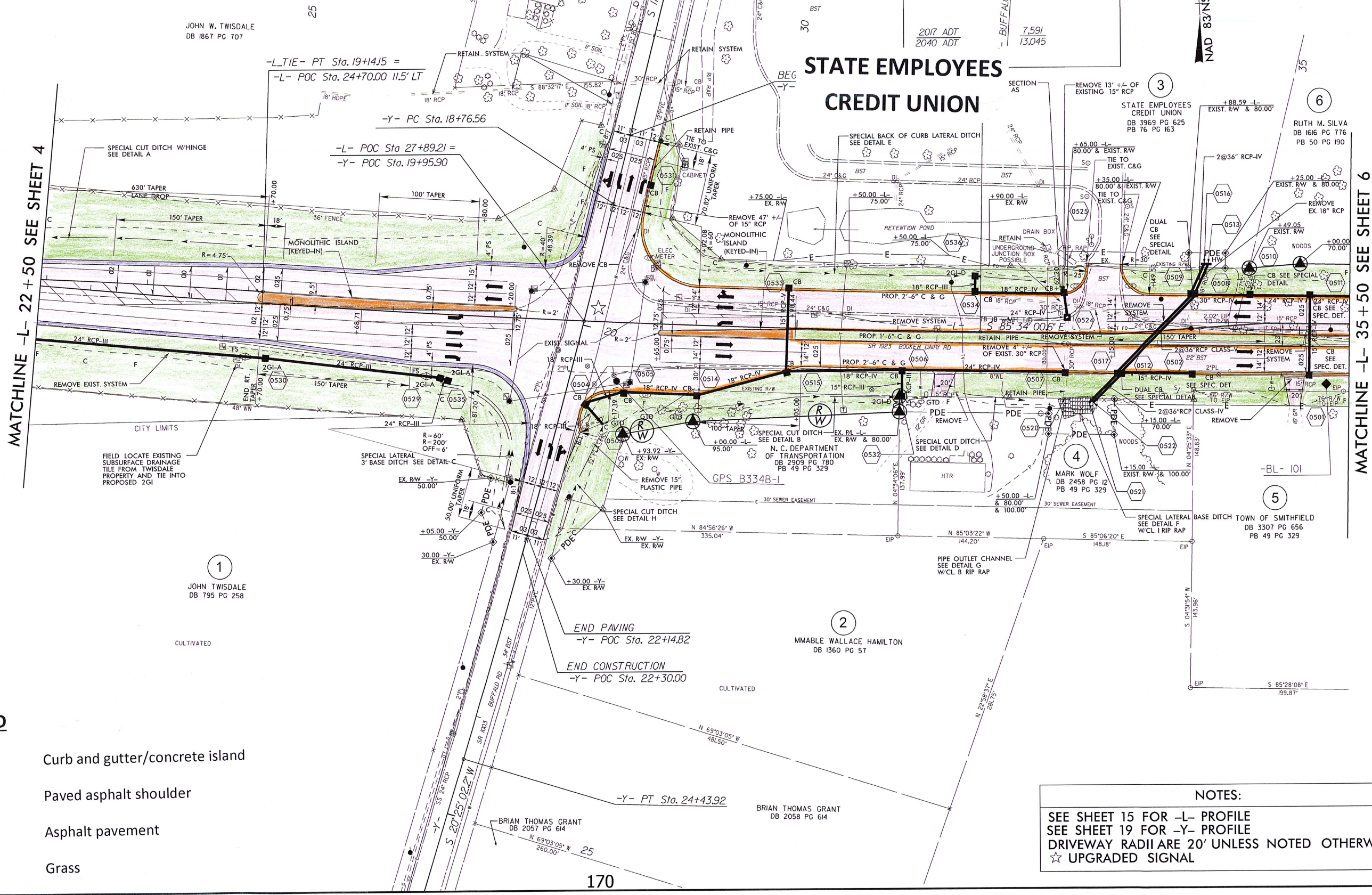
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6/9/2016  
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cm021000



PROJECT REFERENCE NO.		SHEET NO.
U-3334B		5
RW SHEET NO.		
ROADWAY DESIGN ENGINEER		HYDRAULICS ENGINEER
<b>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</b>		

-L-TIE-	-L-TIE-	-L-	-Y-
PI Sta 13+24.14 $\Delta = 4'56''57.6''$ (LT) $D = 0'45''50.2''$ $L = 647.87'$ $T = 324.14'$ $R = 7,500.00'$ $Se = N/A$	PI Sta 17+81.02 $\Delta = 2'02''03.4''$ (RT) $D = 0'45''50.2''$ $L = 266.28'$ $T = 133.16'$ $R = 7,500.00'$ $Se = N/A$	PI Sta 25+21.18 $\Delta = 6'18''45.6''$ (LT) $D = 0'28''38.9''$ $L = 1,322.12'$ $T = 661.73'$ $R = 12,000.00'$ $Se = NC$	PI Sta 21+60.30 $\Delta = 2'50''12.5''$ (RT) $D = 0'30''00.0''$ $L = 567.36'$ $T = 283.74'$ $R = 11,459.13'$ $Se = NC$



### LEGEND

- Orange - Curb and gutter/concrete island
- Violet - Paved asphalt shoulder
- Pink - Asphalt pavement
- Green - Grass

### NOTES:

SEE SHEET 15 FOR -L- PROFILE  
SEE SHEET 19 FOR -Y- PROFILE  
DRIVEWAY RADII ARE 20' UNLESS NOTED OTHERWISE  
☆ UPGRADED SIGNAL





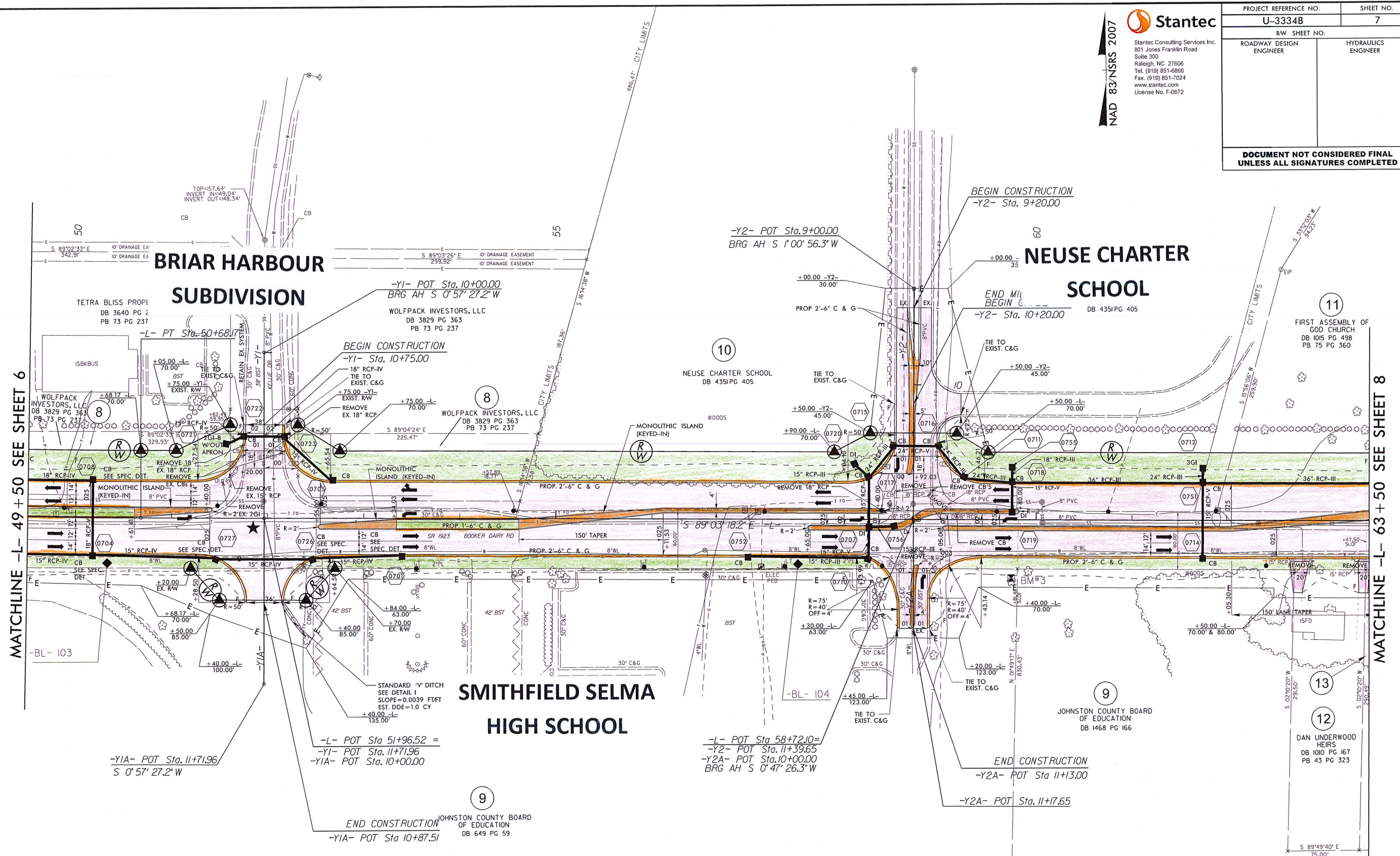


6/9/2016  
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cmozingo

NAD 83/NSRS 2007



PROJECT REFERENCE NO.	SHEET NO.
U-3334B	7
RW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
<p><b>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</b></p>	



-L-

---

PI Sta 48+247.2  
 $\Delta = 3^\circ 29' 17.6''$  (LT)  
 $D = 0^\circ 42' 58.3''$   
 $L = 487.05'$   
 $T = 243.60'$   
 $R = 8,000.00'$   
 $Se = NC$

NOTES:
SEE SHEET 16 FOR -L- PROFILE. SEE SHEET 20 FOR -Y1-, -Y2- & -Y2A- PROFILES.



8/17/99

8/8/2016  
U:\Roadway\Project\U3334B\rdy.psh.s8.dgn

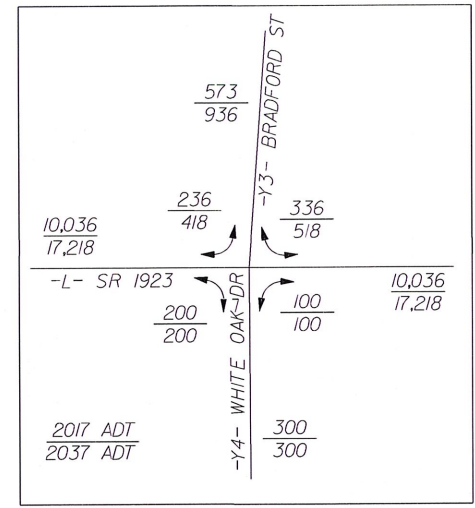
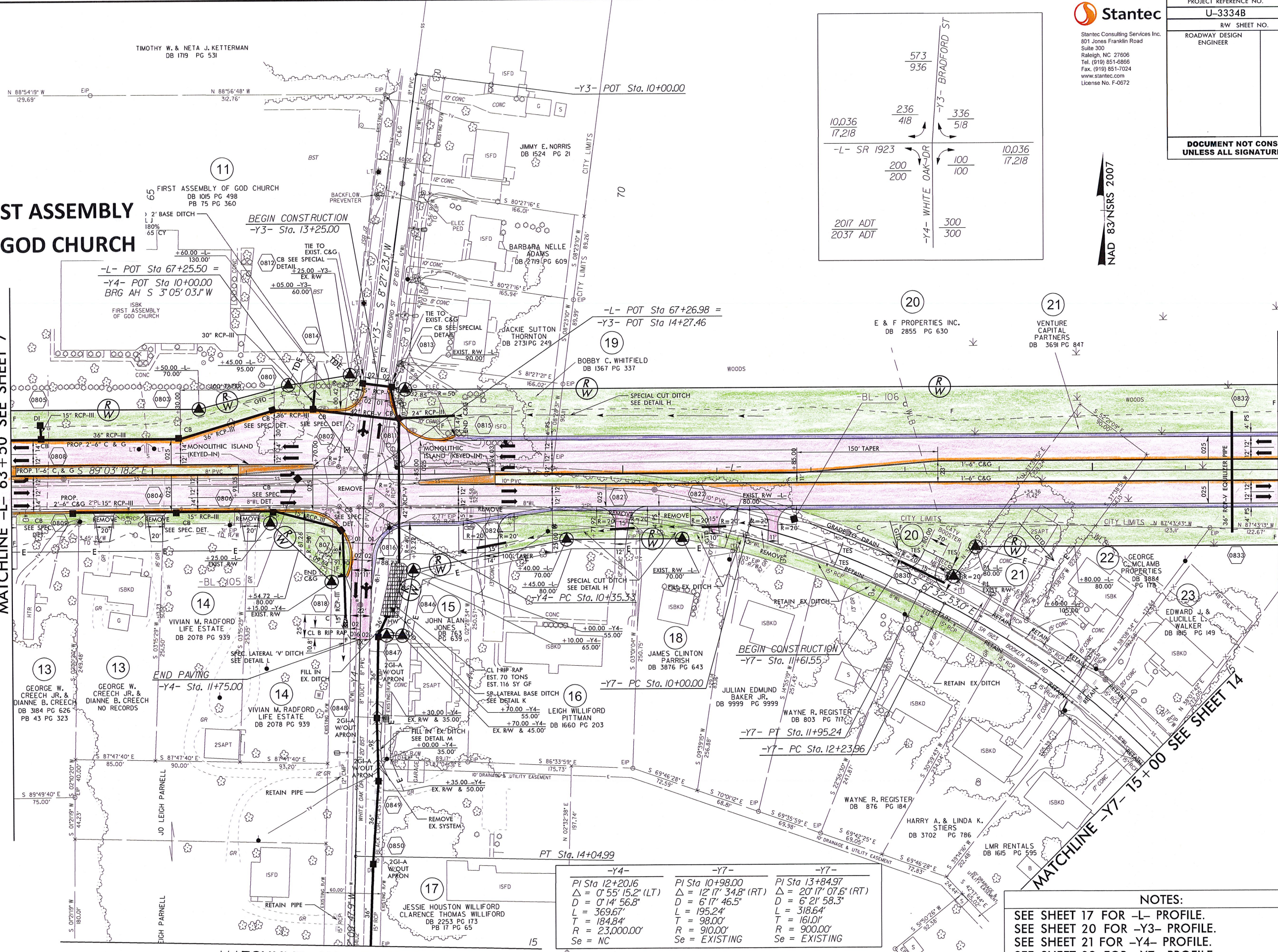
**Stantec**  
Stantec Consulting Services Inc.  
801 Jones Franklin Road  
Suite 300  
Raleigh, NC 27606  
Tel. (919) 851-6866  
Fax. (919) 851-7024  
www.stantec.com  
License No. F-0672

PROJECT REFERENCE NO.		SHEET NO.
U-3334B		8
RW SHEET NO.		HYDRAULICS ENGINEER
ROADWAY DESIGN ENGINEER		
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		

# FIRST ASSEMBLY OF GOD CHURCH

MATCHLINE -L- 63+50 SEE SHEET 7

MATCHLINE -L- 77+00 SEE SHEET 9



NAD 83 NSRS 2007

MATCHLINE -Y4- 15+00 SEE SHEET 13

**NOTES:**  
SEE SHEET 17 FOR -L- PROFILE.  
SEE SHEET 20 FOR -Y3- PROFILE.  
SEE SHEET 21 FOR -Y4- PROFILE.  
SEE SHEET 22 FOR -Y7- PROFILE.  
DRIVEWAY RADII ARE 20' UNLESS NOTED OTHERWISE

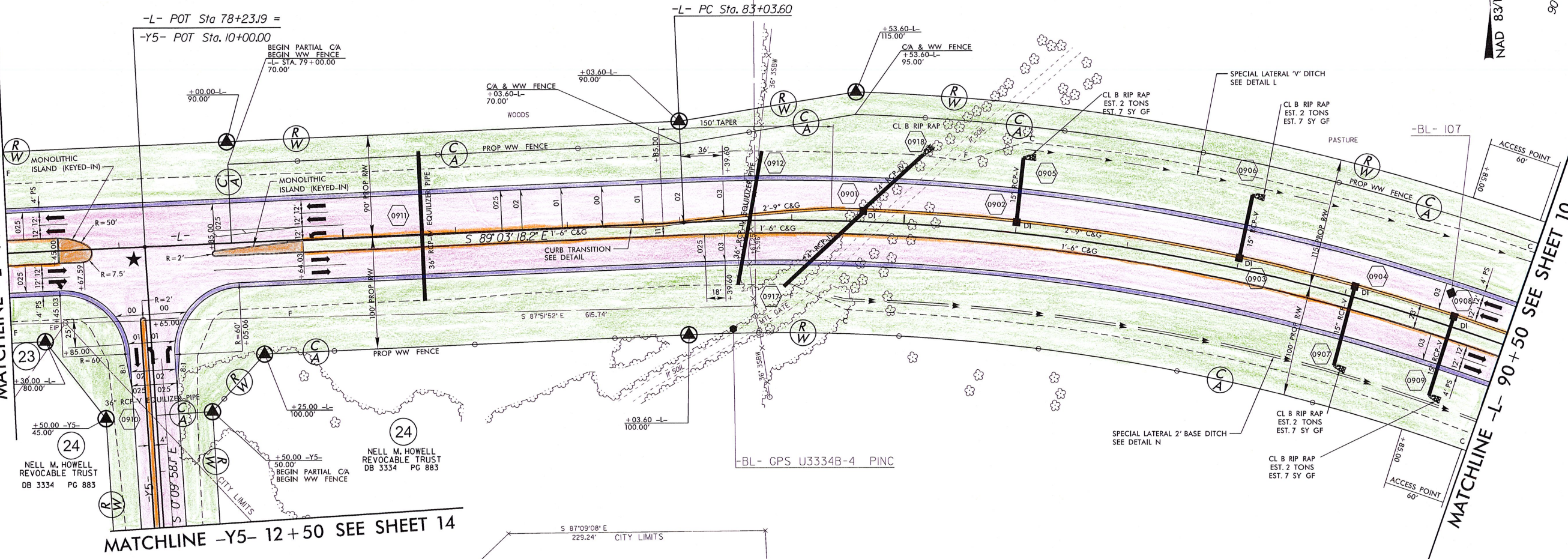
-Y4-	-Y7-	-Y7-
PI Sta 12+20.16	PI Sta 10+98.00	PI Sta 13+84.97
Δ = 0° 55' 15.2" (LT)	Δ = 12° 17' 34.8" (RT)	Δ = 20° 17' 07.6" (RT)
D = 0° 14' 56.8"	D = 6° 17' 46.5"	D = 6° 21' 58.3"
L = 369.67'	L = 195.24'	L = 318.64'
T = 184.84'	T = 98.00'	T = 161.01'
R = 23,000.00'	R = 910.00'	R = 900.00'
Se = NC	Se = EXISTING	Se = EXISTING



PROJECT REFERENCE NO.	SHEET NO.
U-3334B	9
RW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

8/17/99

MATCHLINE -L- 77 + 00 SEE SHEET 8

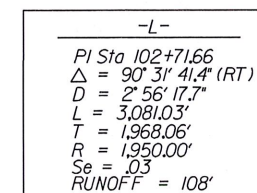


2017 ADT	2040 ADT	-L- SR 1923	3,509
10,036	17,218		7,055
	6,791	264	
	10,245	82	
		7,055	
		10,327	
		-Y5- EXIST. SR 1923	

-L-  
 PI Sta 102+71.66  
 $\Delta = 90^\circ 31' 41.4''$  (RT)  
 $D = 2^\circ 56' 17.7''$   
 $L = 3,081.03'$   
 $T = 1,968.06'$   
 $R = 1,950.00'$   
 $S_e = .03$   
 $RUNOFF = 108'$

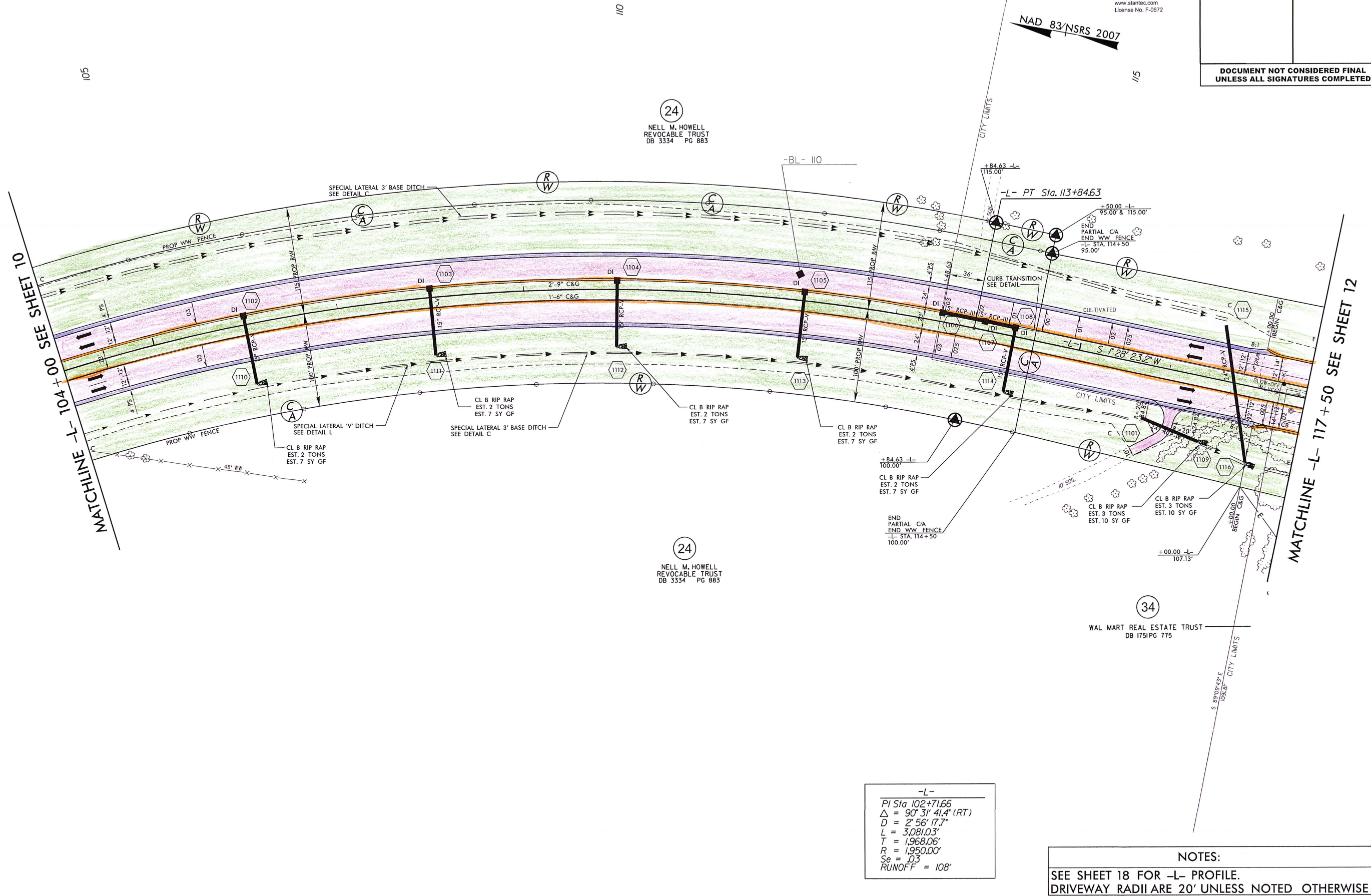
NOTES:  
 SEE SHEET 17 FOR -L- PROFILE.  
 SEE SHEET 21 FOR -Y5- PROFILE.  
 DRIVEWAY RADII ARE 20' UNLESS NOTED OTHERWISE





NOTES:
SEE SHEET 18 FOR -L- PROFILE. DRIVEWAY RADII ARE 20' UNLESS NOTED OTHERWISE



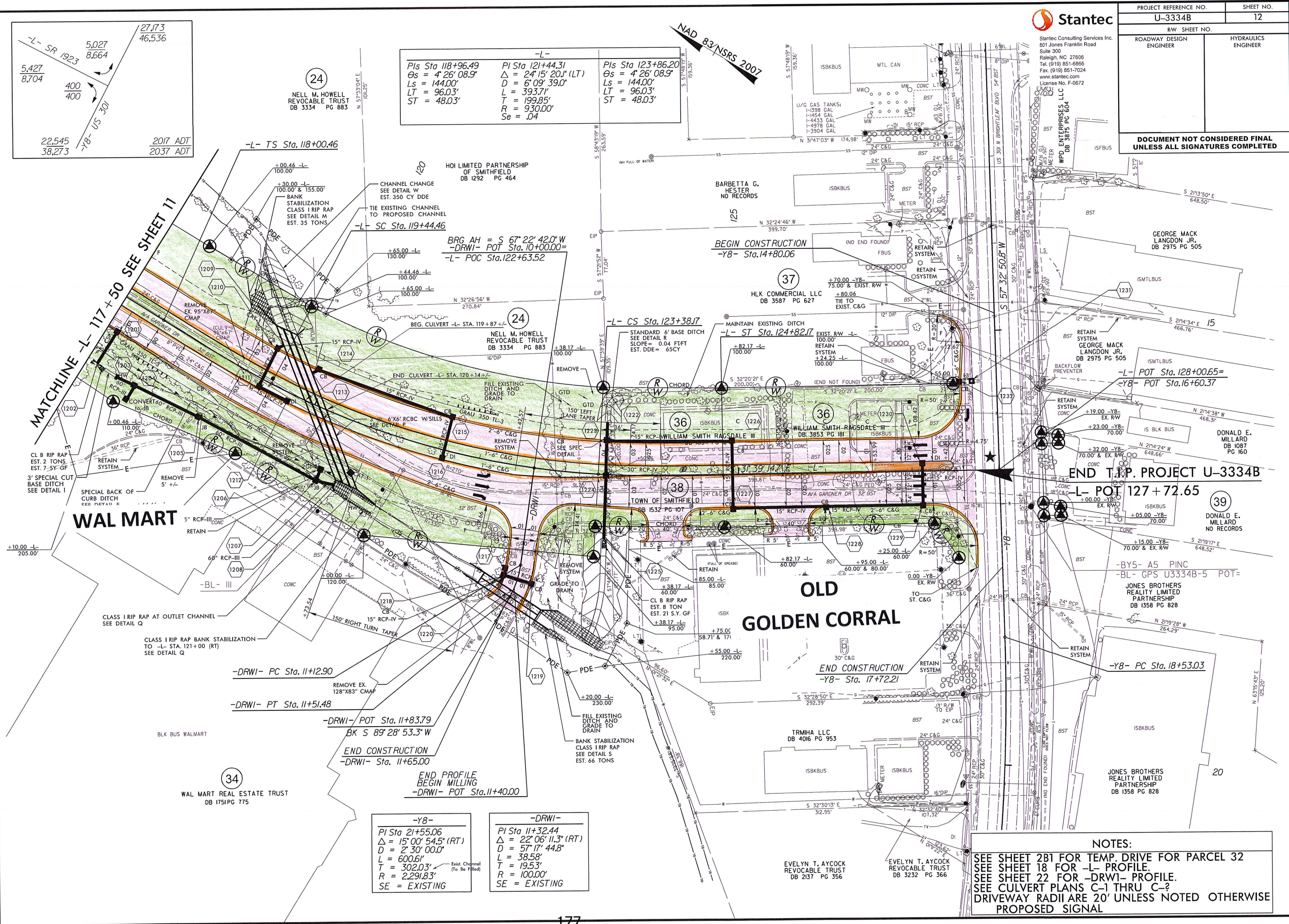




PROJECT REFERENCE NO. U-3334B		SHEET NO. 12	
RW SHEET NO.			
ROADWAY DESIGN ENGINEER		HYDRAULICS ENGINEER	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			

8/17/99

12 JUN 2016 14:05 U3334B.dwg - djb, psh, sl2.dgn  
\$\$\$\$ REVISIONS \$\$\$









## Request for City Council Action

<b>Business Agenda Item: Date:</b>	<b>Online Bill Pay Agreement 09/06/2016</b>
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**Subject:** Online Bill Pay Contract Consideration  
**Department:** Finance  
**Presented by:** Greg Siler  
**Presentation:** Business Item

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**Issue Statement:** NCO/EGS Online Bill Pay two year agreement with the Town expired on September 3, 2016. While a new online bill pay provider was sought to replace NCO/EGS, a renewal agreement was reached instead and approved at the August 2, 2016 board meeting. Although approved by Council the agreement was never finalized due to a misunderstanding of the contract terms. Therefore, consideration for a replacement provider, Official Payments Corp., is being proposed.

**Financial Impact:** \$0-\$2400 for NCO/EGS Amended Agreement

**Action Needed:** Agreement Approval

**Recommendation:** Authorize Town Manager to approve a four year agreement with Official Payments Corporation and short-term extended agreement with NCO/EGS until Official Payments is implemented.

Approved: ☒ City Manager ☐ City Attorney

Attachments:      1. Comparison Spreadsheet  
                         2. Official Payments Corporation Standard Processing Agreement  
                         3. NCO/EGS Amended Agreement



# Staff Report

<b>Business Agenda Item:</b>	<b>Online Bill Pay Agreement</b>
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Council approved a renewal agreement with NCO/EGS for online bill pay at the August 2, 2016 board meeting. Although approved by council the agreement was never finalized due to a misunderstanding of the contract terms. More specifically, there was a misunderstanding as to who was to pay the \$3 convenience fee associated with each online payment. The Town had requested that the customer pay believing that the customer was the citizen benefiting from the service while NCO/EGS viewed the customer as the Town. Because NCO/EGS is linked to a collection agency they are limited to charging the Town. As a result, the Town of Smithfield has negotiated a replacement online bill pay agreement with Official Payments Corporation.

In our search for a new online bill pay provider, eight companies were considered including our current online provider NCO/EGS. Official Payments Corporation had the second best offer with a pricing model tied to the type of payment as oppose to a flat charge for all payments. As can be seen on the attached pricing comparison sheet the charge for paying by check is 50 cent, \$3.00 by debit card and \$4.50 by credit card. This gives customers greater incentive to pay by check or by debit card. Note: NCO/EGS has agreed to extend their current agreement, amending or adding the \$3.00 fee per transaction until cancelled by the Town, but no later than November 30, 2016.

Like NCO/EGS, Official Payments Corporation would also allow utility customers to make "blind" payments since system integration with LOGICS is not an option. In other words, customer data cannot be viewed using Official Payments, so the customer would need their account number, service address, and amount due to complete the electronic or on-line transaction. There is no additional installation/set up charge, but a convenience fee of \$.50 to \$4.50 per transaction is charged (recommended to be paid by the customer) depending on the type of payment. A toll free number will also be available for customers who don't have access to a computer or prefer to call in payments.

Official payments Corporation standard contract is attached however, at the request of Bob Spence (Town Attorney) we are negotiating more favorable terms with item 6, 11.2, 12, and to include IVR (payment by phone) . A revised agreement will be presented at the September 6, 2016 Council meeting.



6200 Bills per month  
 Avg Bill Approx. \$188  
 700-800 Users per month

## ONLINE BILL PAY COMPARISON

	Set Up Charge	Conv./Processing Fee	Transaction Limit	Deposit Timeframe	IVR	Contract Term	Email Town of Indiv Pymt	Email Custmer Receipt	Notifications and Schedule Pymts
NCO/EGS (CURRENT PROVIDER) New Offer Expert Global Solutions, Inc. (EGS) Amy Leventry: 215.347.1212 or 814.659.3077	\$1,500 N/A	\$2.45 Flat Fee \$3.00 Flat Fee	\$700 \$700	2 Days 2 Days	Yes Yes	2 Yrs 2 Yrs	Yes Yes	Yes Yes	No No
ACI Max Bisschop: 678.628.2467	N/A	\$4.50/Credit Cards \$3.00/Debit Cards \$.50/E-Check or	\$600	2 Days	Yes	4 yr	yes	Yes	Yes
Voice Data Solutions Kevin Frazier: 919.277.1205	N/A	2.25 Percent (\$4.23 on \$188) 3.95 Dedit Card \$2.00 E Check	No Limit \$750 No Limit	2 Days	Yes	1 year	Yes	Yes	Yes
Paymentus Chris Weave: 704.695.2686	N/A	\$4.25 Flat Fee	500 Limit	2 Days	Yes		Yes	Yes	Yes
Sea Change Lorraine	N/A	No Response							
Pay Gov Michael Hlatt: 866.480.8552	N/A	2.5% /Credit Card (\$4.70 on \$188) \$3.95/Debit Card \$2.00/E Check	No Limit	2 Days	Yes		Yes	Yes	Yes
AMS Dan Sloan: 407.331.5465	\$150-\$200, then \$20 mo. Gateway Fee Up to 1000 trans., 10 cents for ea. over 1000	\$4.50 Flat Fee		2 Days	No		Yes	Yes	Yes
Logics	\$5,800	Town Sets	unknown	2 Days			N/A		



## OFFICIAL PAYMENTS SERVICES AGREEMENT

THIS OFFICIAL PAYMENTS SERVICES AGREEMENT (this "Agreement") is entered into by Official Payments Corporation, a Delaware corporation ("Official Payments") and **Town of Smithfield, NC** ("Client"). Client agrees to engage Official Payments, and Official Payments agrees to accept such engagement by Client, to perform the services (each a "Service" and collectively the "Services") in accordance with: (i) the Standard Terms and Conditions attached hereto as Schedule A, (ii) the Service Schedule for the Services selected which is attached hereto as Schedule B ("Service Schedule"), and (iii) the Fee Schedule which is attached hereto as Schedule C ("Fee Schedule"). Client will be provided with the Services as described in the attached Service Schedule on the terms set forth in Schedule A and in consideration of the fees set forth in the Fee Schedule. This Agreement is effective as of the date signed by Official Payments in the signature block below ("Effective Date").

Each party acknowledges that it has read and fully understands this Agreement and, by having its authorized representative sign below, agrees to its terms. This Agreement may be executed in counterparts, each of which shall be considered an original, but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

### OFFICIAL PAYMENTS CORPORATION

### CLIENT: Town of Smithfield

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

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

Name: **David Baxter**

Name:

Title: **VP of Sales**

Title:

Date:

Date:

Address: **705 Westech Drive  
Norcross, Georgia 30092**

Address:

Email: **mbox-opay-clientservices@aciworldwide.com**

Email:

Telephone: **404-923-3500**

Telephone:

Fax: **404-923-6727**

Fax:



## SCHEDULE A — TERMS AND CONDITIONS

These Terms and Conditions, together with the Signature Page, its attachments, exhibits, appendices, schedules, and/or Change Orders (collectively, this "Agreement"), are made and entered into by and between Official Payments and Client as of the Effective Date.

### **AGREEMENT**

#### **1. DEFINITIONS.**

"*Absorbed Fee*" means the transaction fee, where applicable, charged to Client by Official Payments for a Customer making payment by use of the Services. The Absorbed Fees are set forth in Exhibit C, Fee Schedule.

"*ACH*" means the Automated Clearing House.

"*Change Order*" means the Change Order as defined in Section 14.2 below.

"*Client Designated Account*" means the credit/debit account(s) established and maintained by Client at an ACH receiving depository institution reasonably acceptable to Official Payments. Client Designated Account is further described in Section 4.2.

"*Client Marks*" means Client's logo, trademarks and other service marks.

"*Customer*" means the person, business or entity that initiates and makes payment through a Payment Transaction.

"*Delivered*" or "*Delivery*" means the date upon which Services are ready for testing by Customer.

"*NACHA*" means the National Automated Clearing House Association.

"*Official Payments Marks*" means Official Payments' logo, trademarks and other service marks.

"*Official Payments System*" means Official Payments' and its Suppliers' electronic payment processing system, including, without limitation, its technology, hardware, software and equipment.

"*Payment Transaction*" means an electronic payment transaction initiated by a Customer and processed by Official Payments and/or its Suppliers under this Agreement.

"*Production Use*" means any use of the Services resulting in actual data being processed in a live production environment.

"*Service*" or "*Services*" means the payment processing service or services selected on Service Schedule, as amended from time to time by written Change Order.

"*Service Fee*" means the transaction fee charged to a Customer by Official Payments for the convenience of Customer making payments by use of the Services. The Service Fees are set forth in Exhibit C, Fee Schedule.

"*Signature Page*" means the Signature Page with the signature of each party as entered into by and between Official Payments and Client, as of the Effective Date, whereby Official Payments has been engaged by Client to provide the Services.

"*Suppliers*" means Official Payments authorized vendors including, but not limited to, ACH processor(s).

**2. PROVISION OF SERVICES.** Official Payments will provide the Services in accordance with the Service Schedule(s) and Change Orders.

**3. CLIENT OBLIGATIONS.** With respect to each Service:

3.1 Client will take all reasonable security precautions within its system, hardware and software to prevent unauthorized or fraudulent use of the Official Payments System by Client, Client employees and agents, and Customers. Official Payments may, but will not be required to, assign to Client one or more identification numbers or passwords for Client's use in obtaining the Services. Once such identification



number(s) or password(s) have been delivered to Client by Official Payments, the use and confidentiality of such numbers and/or passwords will be the sole responsibility of Client.

3.2 Other than as provided in the Service Schedule(s), Client will not impose any surcharge or penalty on any of the Services.

3.3 If Client requests a customized reporting format, Client will provide Official Payments with its desired reporting format sufficiently in advance of the requested report delivery date. Customized reporting formats require Official Payments' prior written approval, and may result in the imposition of a fee by Official Payments to Client.

3.4 Client will not require, as a condition to initiating a Payment Transaction, that a Customer agree in any way to waive such Customer's rights to dispute the transaction with their banking institution for legitimate reasons.

3.5 Subject to Section 8, Client shall undertake reasonable efforts to market and promote the Services. Such marketing and promotion of the Services by Client will include publishing the relevant URL for the Official Payments website and relevant telephone number (as applicable) on all relevant marketing materials. Client will obtain Official Payments' prior consent for the use of any promotional or marketing materials that reference the Services or Official Payments, except as to the pre-approved marketing materials provided by Official Payments. Client agrees to incorporate all reasonable changes requested by Official Payments into any of the marketing materials it utilizes to ensure (i) the correct usage of the Official Payments trademarks and logos, (ii) the accuracy of the content, and (iii) acceptable graphics and presentation.

3.6 Client will be solely responsible, at its own expense, for acquiring, installing and maintaining all of its own equipment, software and data communication service, which is not a part of the Official Payments System.

3.7 If requested by Official Payments, Client will execute, and deliver to Official Payments, ACH authorization agreement(s), in the format provided by Official Payments, to authorize electronic credits/debits to/from the Client Designated Account, and any other certificates, instruments or documents as required by applicable laws and regulations in order to consummate the transactions contemplated by this Agreement.

3.8 Client will fully adhere to the rules, regulations and operating procedures of a credit card association with respect to a particular Service, including without limitation, the use of specific credit card logos and marks. If required by a credit card association, with respect to a Service, Client will enter into any applicable merchant credit card agreements.

3.9 Client shall (i) collect and verify all identification information as required by law or government regulation, and (ii) make such identifying information available to Official Payments if requested by a regulator, law enforcement officials, or judicial process.

#### **4. FEES, TAXES, AND PAYMENTS.**

4.1. Fees, Taxes and Payments. For each Service provided, Client and/or Customer, as designated on the Fee Schedule, will pay Official Payments fees for Services without set-off or deduction in accordance with the fees and charges set forth on the Fee Schedule. Except as otherwise specifically set forth on the Fee Schedule, fees owed by Client will be calculated on a monthly basis and will be debited from the Client Designated Account monthly in arrears by Official Payments or its Suppliers. Fees are subject to change by Official Payments upon delivery of a Change Order as described in Section 14.2 below. In the event that Official Payments incurs an increase in transaction processing fees, taxes or other increase in fees required by applicable law, an association regulation or other third party during the Term of this Agreement, Official Payments may pass through such charges with ten (10) days prior notice. During the Term of this Agreement, and for ninety (90) days thereafter, Official Payments (or its Suppliers) are authorized by Client to debit from the Client Designated Account, any fees and other amounts owed by Client under this Agreement, including, but not limited to, chargebacks, deposit charges, refunds, fines (inclusive of those imposed by NACHA), ACH debits that overdraw the Client Designated Account, and any other fines or



liabilities incurred by Client. Official Payments may obtain and review Client's credit report solely related to the Services hereunder.

4.2 Client Designated Account. Prior to any Payment Transaction, Client will establish a Client Designated Account and will provide Official Payments with the electronic record specifications and permissions necessary for funds settlement. Client will maintain such account during the Term of this Agreement and for at least ninety (90) days after expiration or termination for any reason. Client agrees to maintain sufficient funds in the Client Designated Account to satisfy all fees and other obligations of Client. Client authorizes Official Payments, its assignee or its Suppliers to debit via ACH transfer, the Client Designated Account for any such amounts Client owes Official Payments. If the amount in the Client Designated Account does not contain sufficient funds to cover fees and obligations of Client, Client agrees to pay Official Payments the amount it owes under this Agreement upon demand, in readily available funds, together with all costs and expenses incurred to collect such amount, including, without limitation, reasonable attorneys' fees.

4.3 Review of Reports, Charges and Invoices. Client agrees that it shall review all reports, charges and invoices prepared by Official Payments and made available to Client. Client expressly agrees that Client's failure to reject any such report, charge or invoice within thirty (30) days from the date the report, charge, or invoice was made available to Client, shall constitute Client's acceptance of such report, charge, or invoice. In the event Client believes that any report, charge or invoice is in error, or Official Payments has failed in any way to provide the Services, Client agrees to provide Official Payments with written notice, specifically detailing any alleged failure, within 30 days of the date of the report, charge or invoice being made available to Client.

**5. SUSPENSION; RESTRICTIONS.** Official Payments may immediately suspend the Services or withhold Services or individual Payment Transactions in the event: (i) Official Payments has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the Services, (ii) continued provision of the Services would violate any applicable law, government regulation, the NACHA rules and regulations or the rules and regulations of a credit card association, (iii) of a significant increase in Official Payments' and/or its Suppliers' cost of providing the Services, (iv) performance is delayed, impaired or rendered impossible as a result of a cause beyond Official Payments' or its Suppliers' control, (v) of breach of the terms of this Agreement by Client, its employees, or representatives, (vi) the financial status or credit quality of Client is substantially diminished in the reasonable discretion of Official Payments, or (vii) of non-payment of fees or other charges when they become due. In the event that Official Payments suspends the Services under this Section 5, in its reasonable discretion, Official Payments will provide Client with notice and opportunity to cure the act or situation giving rise to the suspension. In the event of a suspension under this Section 5, Official Payments may require Client to establish a reserve account or institute other mutually agreed restrictions prior to Official Payments restoring Services. Official Payments will have no liability for any suspension in accordance with the terms of this Section 5. Additionally, the availability and use of specific types of credit cards, debit cards and other payment options for Payment Transactions is determined by Official Payments in accordance with Official Payments' relationships with card associations, and the applicable rules, regulations and laws, and Official Payments may terminate or suspend the use of any such card(s) or payment options at any time, in its sole discretion, without prior notice.

## **6. TERM AND TERMINATION.**

6.1. Term. This Agreement will be effective on the Effective Date and thereafter will continue for a period of **four (4)** years (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one year periods (each a "Renewal Term"), unless either party provides written notification to the other party of its decision not to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then current Renewal Term (the Initial Term, collectively with any Renewal Term(s), constitutes the "Term").

6.2. Termination.

6.2.1 Termination for Cause. Either party may terminate this Agreement for cause if the other party: (i) fails to cure a material breach within thirty (30) days of receiving written notice detailing the breach; (ii) becomes subject to any voluntary or involuntary bankruptcy, insolvency,



reorganization, or liquidation proceeding, a receiver, trustee, liquidator or similar agent or officer is appointed for that party, or a party makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or (iii) commits any act related to the Services with the intent to defraud the other party.

- 6.2.2 Termination by Official Payments. Official Payments may terminate this Agreement at any time upon written notice to the Client in the event the provision of the Services hereunder is determined by Official Payments, in its sole discretion, to violate any law, statute, regulation, rule, order or operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the Services), or in the event that any law, regulation, rule, order or operating procedure is enacted or promulgated which effectively reduces or eliminates the fees charged by Official Payments.

**7. ACCOUNT MONITORING; SECURITY.** Official Payments and its Suppliers may monitor the use of Services or Payment Transaction activity and investigate unusual or suspicious activity, provided, that in no event does Official Payments assume any responsibility to discover any breach of Client's security or misuse of the Services. Client and Official Payments will immediately notify the other if either discovers any breach of security or misuse of the Service(s). Official Payments will have the right, at Official Payments' sole cost, to inspect Client's operation, system and web site to verify Client's compliance with its security obligations under this Agreement. Client will be responsible for failure to use reasonable security precautions and for any fraud committed by its employees, representatives or Customers.

**8. INTELLECTUAL PROPERTY.** In order that Client may promote the Services and Official Payments' role in providing the Services during the Term, Official Payments grants to Client a revocable, non-exclusive, non-transferable, royalty-free license to use Official Payments' Marks for such purpose only, in a form as approved by Official Payments. Client does not, and will not, have any other right, title, license or interest, express or implied, in and to any object code, software, hardware, Official Payments Marks, service mark, trade name, trade dress, formula, Official Payments System, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, interactive voice response or the Official Payments website scripts) or other intellectual property right of Official Payments (collectively "Official Payments Intellectual Property"). All such Official Payments Intellectual Property, and all rights, title and interests therein (other than the license rights expressly granted in this Agreement) are owned exclusively by Official Payments. Client's license to use any Official Payments Marks will terminate upon the earlier of (a) the termination or expiration of this Agreement, (b) immediately, in the event of any breach of this section by Client, or (c) immediately, upon notice by Official Payments to the Client. Client will not utilize any Official Payments Intellectual Property in any manner that would diminish its value or harm the reputation of Official Payments. Client agrees that any use of the Official Payments Marks will conform to reasonable standards of acceptable use specified by Official Payments. All use of the Official Payments Marks will inure to the sole benefit of Official Payments. In connection with the provision of the Services, Client grants to Official Payments a revocable, non-exclusive, non-transferable, royalty-free license to use Client Marks. Official Payments' license will terminate upon the termination or expiration of this Agreement.

**9. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.**

9.1 Each party will comply with all applicable federal and state laws, the rules and regulations of federal, state and local governmental authorities and governing industry associations, including without limitation, Federal Reserve Regulation E (12 C.F.R. Part 205), the rules of NACHA, the credit card association rules and regulations, Payment Card Industry Standards ("PCI"), and all applicable privacy laws and regulations, all of which are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. Official Payments and its Suppliers may from time to time establish reasonable rules, regulations and operational guidelines with respect to use of the Services by Client, and Client agrees to be bound by and comply with such rules, regulations and guidelines thirty (30) days after delivery thereof to Client, unless earlier or immediate compliance is (i) required by law or regulation, (ii) determined by Official Payments, in its reasonable discretion, to be necessary, or (iii) otherwise agreed upon in writing by the parties.

9.2 PCI: PCI provides a set of requirements established by the Payment Card Industry to enhance cardholder data security and facilitate the adoption of consistent data security measures to protect



cardholder and transaction data. These requirements apply to all entities involved in payment card processing and transactions including Payment Card Industry members, merchants, processors, acquirers, issuers, vendors and service providers as well as other entities that store, process, or transmit cardholder data. The PCI Security Standards Council (<https://www.pcisecuritystandards.org>) is responsible for the development, management, education, and awareness of the PCI Standard, including the:

- Data Security Standard (PCI DSS)
- Payment Application Data Security Standard (PA-DSS)
- PIN Transaction Security (PTS) requirements

PCI requirements apply to all systems that store, process or transmit cardholder data as defined by PCI Security Standards.

9.3 Client compliance with PCI: Client and their vendors are responsible for compliance with all PCI requirements as defined by PCI Security Standards. Client shall ensure that all systems that store, process or transmit cardholder data managed internally or by a vendor meet the PCI requirements.

## **10. WARRANTY AND DISCLAIMER.**

10.1 Warranty. Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder and that the person who signs the Agreement for each party has full authorization to bind the respective party. Client will provide to Official Payments the forms that are necessary, as determined by Official Payments, to set up the Services within ten (10) days of full execution of this Agreement. Client represents and warrants to Official Payments that all information provided in such forms is current, correct and complete. Client agrees to notify Official Payments in writing of any changes to such Client information within ten (10) days of such change.

10.2. Disclaimer. Client acknowledges that electronic payment transactions and data processing involves the inherent risk of human and machine errors, omissions, delays and losses, including, without limitation, inadvertent loss or errors. Official Payments and its Suppliers do not, and cannot, control the flow of data to or from the Official Payments System, which depends in large part on the Internet and third parties, including, without limitation, connectivity/access providers. ACCORDINGLY, NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WARRANT THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED, SECURE, OR VIRUS FREE, AND OFFICIAL PAYMENTS AND ITS SUPPLIERS DISCLAIM LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND OFFICIAL PAYMENTS, ITS AFFILIATES AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, NON-INTERFERENCE, TITLE, OR NON-INFRINGEMENT.

## **11. INDEMNIFICATION.**

11.1 Indemnification of Official Payments. Client will indemnify, defend, and hold harmless Official Payments, and its officers, employees, directors, agents, affiliates and shareholders, in their individual capacities or otherwise, from and against any and all losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including, without limitation, reasonable attorney's fees (collectively, "Losses") asserted by a third party that result from, relate to, arise out of, or are incurred in connection with: (i) Client's gross negligence or willful misconduct resulting in personal injury or property damage; (ii) Client's misuse of the Service or the Official Payments System; (iii) inaccurate or incomplete Client data or Customer data collected by Client; (iv) Client's failure to comply with applicable laws; (v) Client's failure to comply with any of the terms of this Agreement, inclusive of all fees, fines, assessments, penalties, or loss allocations assessed by card companies, networks, telecommunication companies, or other third parties resulting from such failure; or (vi) any claim of libel,



violation of privacy rights, unfair competition, misappropriation of trade secrets, or infringement of patents, trademarks, copyrights, or other intellectual property.

**11.2 Indemnification of Client.** Official Payments will indemnify, defend and hold harmless Client, and its officers, employees, directors, agents and shareholders, in their individual capacities or otherwise, from and against any and all Losses asserted by a third party that result from, relate to, arise out of, or are incurred in connection with: (i) Official Payments' gross negligence or willful misconduct resulting in personal injury or property damage; (ii) Official Payments' failure to comply with laws applicable to Official Payments as a provider of a Service; or (iii) a claim that a Service infringes a registered U.S. trademark or copyright. However, Official Payments will not be liable for (and Client will indemnify Official Payments against) any infringement claim that results, in whole or in part, from: (a) Client's use of a Service in a manner or for a purpose not specifically described in the applicable Service Schedule, or (b) Client's products or services; or (c) Client's failure to implement corrections or changes provided by Official Payments. If a claim has been asserted that the Service infringes a registered U.S. trademark or copyright, or in Official Payments' opinion such a claim is about to be asserted, Official Payments may, at its option either: (1) procure for Client the right to continue using the Service; (2) replace or modify the Service so that it becomes non-infringing; or (3) terminate the applicable Service.

**11.3 Contingencies to Indemnification.** The obligation to provide indemnification under this section is contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claim; (ii) the indemnifying party having sole control over the defense and settlement of the claim, provided, however, that the indemnifying party may not settle a claim, accept liability or incur obligations on behalf of the other party without the other party's written consent, which will not be unreasonably withheld or delayed; or (iii) the indemnified party reasonably cooperating during defense and settlement efforts at its own expense. Notice will be considered prompt so long as there is no material prejudice to the indemnifying party.

**12. LIMITATION OF LIABILITY.** NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, BUSINESS, DATA OR DAMAGES FROM LOSS OF USE OR DELAY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER ARISING UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY OR UNDER STATUTE), EVEN IF OFFICIAL PAYMENTS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. OFFICIAL PAYMENTS' TOTAL AGGREGATE LIABILITY FOR DAMAGES FOR ANY ACTION RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED WILL IN NO EVENT EXCEED THE AMOUNT OF THE FEES PAID TO OFFICIAL PAYMENTS IN CONNECTION WITH THE PARTICULAR TRANSACTION FOR THE SPECIFIC SERVICE GIVING RISE TO DAMAGES HEREUNDER. The foregoing limitation of liability and exclusion of certain damages will apply regardless of the success, sufficiency or effectiveness of other remedies. Client acknowledges that without its agreement to the limitations contained herein, Official Payments would be compensated differently, and would charge Client increased fees for the Services.

**13. CONFIDENTIALITY.** Each party that receives confidential information (as "Receiving Party") will treat information received from the other (as "Disclosing Party") (verbally, electronically, visually, or in a written or other tangible form) that (i) is designated as "confidential" at or prior to disclosure, or (ii) should be reasonably understood to be confidential or proprietary ("Confidential Information") as strictly confidential. Official Payments designates information relating to the Services and the terms of this Agreement as its Confidential Information. Non-public financial information that is personally identifiable to a Customer (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI") is designated as Confidential Information.

Each party will: (i) restrict disclosure of the other party's Confidential Information to only its own employees and agents solely on a "need to know" basis in accordance with the Agreement; (ii) advise its employees and agents of their confidentiality obligations; (iii) require agents to protect and restrict the use of the other party's Confidential Information; (iv) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar importance but in any event at least commercially reasonable care; (v) establish procedural, physical and electronic safeguards,



designed to prevent the compromise or unauthorized disclosure of Confidential Information; and (vi) notify the other party of any unauthorized possession or use of the other party's Confidential Information as soon as possible after learning of that unauthorized use or possession. Official Payments will promptly notify Client and, if requested by Client, each of its affected Customers, of any incident that has resulted or is likely to result in the misuse of NPI, and will comply with all laws regarding NPI that are applicable to it and the Services it provides.

Except as expressly provided for in this Agreement, Confidential Information will remain the property of the party from or through whom it was received. Except for NPI, neither party will be obligated to preserve the confidentiality of any information that: (a) Receiving Party can demonstrate was rightfully known by Receiving Party prior to disclosure by Disclosing Party; (b) is a matter of public knowledge without Receiving Party's violation of these terms; (c) Receiving Party can demonstrate was or is independently developed by Receiving Party without use of Disclosing Party's confidential information; (d) is released for disclosure to Receiving Party with written consent of Discloser; or (e) properly came into the possession of Receiving Party from a third party that has the right to disclose it without an obligation of confidentiality. Disclosure of Confidential Information will be permitted if it is: (1) required by law; (2) in connection with the tax treatment or tax structure of the Agreement; or (3) in response to a valid order of a U.S. court or other governmental body, provided the owner receives written notice and is afforded a reasonable opportunity to obtain a protective order and further provided that such disclosure is limited to the minimum extent required by law as determined by an attorney. Upon termination of a Service Schedule, each party will destroy the other party's Confidential Information relating to that Service Schedule in a manner designed to preserve its confidentiality, or, at the other party's written request and expense, return it to the disclosing party, except as otherwise required by law.

#### **14. GENERAL PROVISIONS.**

**14.1 Notices.** Except as expressly provided herein, all notices and other communications required or permitted hereunder will be given in writing and will be delivered personally, by nationally recognized overnight courier, by facsimile or by e-mail to the applicable address shown on the Signature Page. Such notice, regardless of the manner delivered, will be deemed to have been delivered the next business day after delivery to the applicable address set forth on the Signature Page. Additionally, a second copy of any notice to Official Payments shall be addressed to the General Counsel at the same address. Any party may change its address for notice hereunder by providing notice to all other parties as provided herein. Each party agrees that any notice delivered by email is hereby deemed to be notice delivered "in writing" and, for notices containing requests for new services, agreements to receive new services, and other offers or acceptances regarding modifications to this Agreement, such email constitutes such party's "electronic signature" to such writing (provided that such email is sent by an authorized representative of such party).

**14.2 Modifications.** This Agreement may not be amended except by a writing executed by authorized representatives of both parties, or by a Change Order issued by Official Payments as set forth in this Section 14.2. From time to time Official Payments may issue a written modification to this Agreement ("Change Order"), which Change Order may be (i) in response to a request for new Services by Client; or (ii) may contain an offer by Official Payments of new Services by Official Payments, a price change, or other modification to this Agreement. Such Change Orders will be delivered and responded to in the manner set forth in Section 14.1. Each such Change Order issued pursuant to subsection (i) of this Section 14.2 will be effective immediately upon issuance or such other mutually agreeable time as requested in writing by Client, as described in Section 14.1. Each such Change Order issued pursuant to subsection (ii) of this Section 14.2 will be effective thirty (30) days after delivery of the applicable Change Order, unless Client notifies Official Payments within such 30-day period that it does not agree to such Change Order. If Client disagrees, the parties will meet and confer regarding the Change Order. If, after such conference, Official Payments does not withdraw or modify the Change Order, Client may terminate this Agreement on thirty (30) days written notice. Client's continued use of the Services after such thirty-day period will constitute Client's agreement to the modifications in such Change Order, whereupon such Change Order will be effective and become part of this Agreement.

**14.3 Entire Agreement; Severability; Waiver.** This Agreement, together with the Signature Page, the Schedules, and any exhibits, as amended by any Change Orders, constitutes the entire agreement between Client and Official Payments with respect to the subject matter hereof, and supersedes any prior agreement,



oral or written, between Client and Official Payments and/or its representatives(s) in connection with this Agreement. The failure of either party to enforce any terms or conditions of this Agreement shall not be construed as a waiver of such or any other terms or conditions herein contained. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a provision that most closely approximates the intent and economic effect of the invalid provision.

14.4 Remedies. Except as otherwise expressly provided in this Agreement, (i) all remedies available to either party are cumulative and not exclusive, and (ii) termination, expiration or suspension of this Agreement will not limit either party from pursuing other remedies available at law or in equity.

14.5 Assignment. This Agreement may not be assigned by either party (by operation of law or otherwise) without the prior written consent of the other party; provided, however, that the foregoing will not prohibit Official Payments from assigning this Agreement or its rights hereunder, nor require the consent of the Client, in connection with any change of control, corporate reorganization, merger or consolidation of Official Payments. Any purported assignment, transfer, or delegation in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

14.6 Status of the Parties; Suppliers. Official Payments is the agent of Client for the limited purpose of accepting payments from Customer and forwarding such payments to Client ("Official Payments Agency Role"). Except for the Official Payments Agency Role, the parties are independent contractors, and nothing herein will be construed to create a partnership, joint venture, franchise, or employer-employee relationship by or between Client and Official Payments. Except for Official Payments Agency Role, no party will have the authority to commit or bind any other party without such party's prior written consent. Client acknowledges and agrees that certain portions of the Services which enable Payment Transactions may be provided by Official Payments Suppliers, including, but not limited to, processing and formatting of Payment Transactions and the debiting and crediting of the Client Designated Account in accordance with the terms of this Agreement.

14.7 Headings. The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

14.8 Construction. This Agreement will not be construed more strongly against either party, regardless of who is more responsible for its preparation.

14.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia excluding its conflicts of law rules. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement will be in the state courts located in Gwinnett County, Georgia, or federal courts located in the State of Georgia.

14.10 No Third Party Rights. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.11 Force Majeure. Official Payments will not be considered in breach of or in default of any of its obligations under this Agreement, and will in no way be liable to the Client hereunder, to the extent its performance hereunder is delayed, impaired or rendered impossible as a result of a cause beyond its control, including, without limitation, acts of God, natural disasters, acts of terror, war, riots, fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walkouts, extraordinary losses of utilities (including, but not limited to, telecommunications services), external computer "hacker" attacks, delays of common carriers or similar causes that are beyond Official Payments' reasonable control.

14.12 Enforcement. Each party acknowledges that the provisions of this Agreement regarding confidentiality and use of the other party's resources (including, without limitation, the Official Payments System and each party's intellectual property) are reasonable and necessary to protect the other party's legitimate business interests. Each party acknowledges that any breach of such provisions will result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach of such provisions, then the injured party will be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by

any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a party (or any other person involved in the breach) may have against the other party will not constitute a defense or bar to the enforcement of such provisions.

14.13 Survival. Any provisions of this Agreement that are, by their nature continuing, will survive the expiration or termination of this Agreement, including, without limitation, Sections 1, 4, 8, 11, 12, 13, and 14.

## SCHEDULE B - SERVICE SCHEDULE

The services provided by Official Payments are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the **Fee Schedule**, which lists the fees to be paid to Official Payments by the Customer and/or Client for the Services. During the Term, Customer shall use OPAYs Bill Payment Services for all transactions in the channel contracted for.

- ☒ **Electronic Check Services:** Official Payments accepts electronic payments from personal and business checking and savings accounts.
- ☒ **Credit Card Services:** Official Payments accepts electronic payments from Customers using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.
- ☒ **Debit Card Services:** Official Payments accepts electronic payments from Customers using a debit card, which may include VISA and Master

**The remainder of this page has been intentionally left blank.**



## **SCHEDULE C - FEE SCHEDULE**

- 1. Additional Payment Terms.** Any fees owed by Client and not debited by Official Payments in accordance with section 4 of the Agreement are due and payable within ten (10) days of the date of invoice. Fees and other charges owed to Official Payments and not paid when due will bear interest of 1.5% per month, but in no event more than the highest rate permitted by law. Official Payments may issue a Change Order from time to time which Change Order may contain changes to the Services, new Services, changes to the fees, and/or other modifications to this Agreement. Such Change Orders and the changes issued in the Change Order shall become effective as provided in section 14.2 of this Agreement.

### **A. Electronic Check ("eCheck") Fees**

eCheck Processing – Bank routing/transit numbers will be validated for all electronic check transactions using a commercially available service. This service does not detect any of the following: the validity of the specific account number identified in the Payment Transaction; the availability of sufficient funds to cover the pending Payment Transaction; and/or any subsequent withdrawal of funds.

#### **Service Fees to be charged to Customer by Official Payments:**

\$ 0.50 per Payment Transaction for the following payment types:

Utility Billing

#### **Return Fee:**

\$5.95 as a Returned Transaction Fee for each Returned Transaction. Official Payments will not represent the returned item to the depository institution identified by Customer in the Payment Transaction.

### **B. Credit/Debit Card Fee Schedule**

#### **Service Fees to be charged to Customer:**

**\$4.50 per Payment Transaction, when credit cards are used. Client selected fee does not include American Express usage for the following Payment Type:**

Utility Billing

**\$3.00 per Payment Transaction, when debit cards are used for the following Payment Type:**

Utility Billing



## **Amendment No. 1 to Processing Agreement**

**This Amendment No. 1** dated as of August \_\_, 2016 (this "Amendment") amends that certain Processing Agreement dated September 3, 2014 (the "Agreement") entered into by and between Town of Smithfield ("Client") and EGS Financial Care, Inc. f/k/a NCO Financial Systems, Inc. ("EGS").

### **WITNESSETH:**

**WHEREAS**, the parties have determined that a need exists to extend the term of the Agreement and modify the pricing terms therein.

**NOW THEREFORE** the parties hereby agree that the Agreement shall be and hereby is amended as follows:

- 1. Definitions.** Unless otherwise defined herein, all capitalized terms set forth herein shall have the meaning set forth in the Agreement.
- 2. Term.** The Agreement is hereby amended by replacing the first sentence in Section 2 with the following: "The Initial Term of this Agreement shall be for a period commencing on the Effective Date and terminating on the earlier of (a) the date on which the parties enter into a new Processing Agreement or (b) November 30, 2016."
- 3. Attachment A.** The Agreement is hereby amended by replacing the existing Attachment A with the Attachment A (Pricing Schedule) attached to this Amendment.
- 4. Other Provisions of the Agreement.** All other terms and provision of the Agreement not specifically modified or altered, or not specifically deleted in this Amendment are hereby ratified and confirmed and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Town of Smithfield and EGS have executed this Amendment No. 1 to the Processing Agreement as of the day and year first written above.

**Town of Smithfield**

**EGS Financial Care, Inc.**

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## **Attachment A Pricing Schedule**

EGS shall charge the users of this Service (Town of Smithfield customers) a convenience fee of \$3.00 per completed transaction.

The “convenience” fee is based upon a \$200 average monthly payment and a payment distribution of 80% credit and debit cards and 20% ACH. Additionally, EGS assumes that 65% of the payments will be made via the IVR, 30% via the web portal and 5% via an EGS Agent.

EGS shall provide a returned payment statement to the Town of Smithfield monthly. These returned/ charge-back payments shall be reimbursed to EGS within 30 days.







# Request for City Council Action

**Business  
Agenda  
Item:**

**Parks and  
Rec  
Master  
Plan**

**Date:** 09/06/2016

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**Subject:** PARKS AND RECREATION MASTER PLAN

**Department:** Parks and Recreation

**Presented by:** Gary Johnson

**Presentation:** Business

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## Issue Statement

The Parks and Recreation Department is requesting to update its Master Plan by contracting with Recreation and Resource Services (RRS).

## Financial Impact

The cost of updating the current Master Plan will be \$5,000. Those fees can be split into two fiscal years with \$2,500 being absorbed into this year's budget and \$2,500 budgeted into the 17/18 fiscal year budget.

## Action Needed

Approval for the RRS to Complete the Update of the Parks and Recreation Department's Master Plan.

## Recommendation

Approval to enter into a contract with RRS to Complete the Update of the Parks and Recreation Department's Master Plan.

Approved: ☒ City Manager ☐ City Attorney

Attachments: Proposal for Updating Master Plan from RRS



## Staff Report

**Business  
Agenda  
Item:** **Parks  
and  
Rec  
Master  
Plan**

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A good park system does not happen randomly, but rather requires a series of orderly steps. It responds to the interests of all citizens it serves, and not just the needs of a select few. Smithfield's most recent park planning efforts date back to 2009. The Master Plan is generally recognized as current for five years after it is adopted. As interests change and the Town grows, it is important to update the plan regularly to plan and provide the optimum opportunities possible as it serves as a guide for the future. A Master Plan is also a very integral part of applying for grants as a current plan is usually required in the grant writing process.

As part of the Master Plan, stakeholders are engaged, existing parks are inventoried for existing and future updates and priorities are recommended for both existing and future development of recreation facilities, greenways and parks, including criteria and rationale used for such recommendations.

While the cost of using a private firm to update the current Master Plan could cost in the neighborhood of \$30,000, the Recreation Resource Services has submitted a proposal for \$5,000 (see attached). The RRS is a service provided by the North Carolina Division of Parks and Recreation and the Department of Parks and Recreation and Tourism at North Carolina State University. Their purpose is to provide technical assistance, applied research and continuing education and their services are provided to governmental agencies, citizen boards, senior citizens groups as well as other organizations.



Proposal Date: August 2016

Memorandum of Understanding between Recreation Resources Service and the Town of Smithfield, North Carolina

**Recreation Resources Service (RRS) agrees to provide the following services to the Town of Smithfield in reference to its December 2009 Smithfield Parks and Recreation Comprehensive Plan:**

1. Conduct five (5) public meetings to gain input regarding the plan and the recreational needs of the community.
2. Conduct at least 8 stake holders meeting to gather input regarding the plan and the recreational needs of the community. (Identified stake holders include: tourism, , county, YMCA, arts council, school system, seniors groups, and area athletic associations)
3. Assuming that the current condition of facilities is a concern identified by the current plan,
  - a. RRS will review 2008 plan assessment of current facilities
  - b. Conduct a tour of all facilities and include steering committee and interested city council and city staff.
  - c. Re-affirm list of facility assessments (use and existing conditions)
  - d. Facilitate the creation of a renovations cost sheet for each facility to be developed by the city planning department.
  - e. Develop a criteria for priority of facility renovations including use, safety, facility use, cost and other factors determined by steering committee. Provide a priority list of current facility use/improvements/renovations
4. Assess future facility/park needs
  - a. Gather information from public meetings
  - b. Review information provided of 2009 plan and survey information.
  - c. Analysis of current parks
  - d. Review national and regional standards for park development
  - e. Develop mapping of current and proposed recreation facilities including park type and service areas
  - f. Provide a list of recommended future park facilities.
5. The completed master plan document will include the following elements:
  - a. Introduction
  - b. Executive Summary
  - c. Plan Objective
  - d. Clear definition of public involvement process
  - e. Existing and Proposed Facility Update
  - f. Recommended priorities for both existing and future development of recreation facilities, greenways and parks, including evaluative criteria and rationale used for recommendations.
6. Delivered Product
  - a. 1 copy of 8.5" x 11" Final Report;
  - b. Computer compatible file of all reports and maps.

**The Town of Smithfield agrees to:**

1. Create a Comprehensive Plan Steering Committee to oversee the revision of the 2009 Plan.

2. Assist with public and stake holder meetings
  - a. Assist RRS staff with identifying public participants and stake holders.
  - b. Determine location and time of meeting (coordinating with community groups and RRS staff)
  - c. Promote public meeting through newspaper, city website and other standard means used by the Town of Smithfield
  - d. Assist RRS staff with the facilitation of the meeting
  - e. Provide support staff to record minutes
  - f. Provide meeting amenities (notepads, post-it notes, flip charts, markers, pens and other needed materials).
  - g. Other assistance as agreed upon by both parties
3. Provide any special resources needed to carry out work plan agreement (buses for tour, clerical support)
4. Coordinate assistance of Town of Smithfield city departments in gathering plan information and determining cost estimates.
5. Reimburse RRS \$5,000 for the services rendered.

#### **Timeline (based on cooperation of all parties involved)**

2016-17

September - November	Conduct Community and Stake Holder Meetings
October - November	Tour/Assessment of Current Facilities
November - February	Prepare Assessment/Evaluation/Recommendation for Current and Future Facilities
March 1	Delivery of All Documents and Maps



# Request for City Council Action

**Business** **Connect**  
**Agenda** **NC Bond**  
**Item:** **Grant**  
**Date:** 09/06/2016

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**Subject:** CONNECT NC BOND GRANT  
**Department:** Parks and Recreation  
**Presented by:** Gary Johnson  
**Presentation:** Business

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## Issue Statement

The Parks and Recreation Department is requesting to apply for a grant administered through the NC Division of Parks and Recreation & NC Parks and Recreation Trust Fund in the amount of \$160,000 to further the goal of completing the Inclusion Playground and Miracle League Field in Smithfield.

## Financial Impact

The grant requires a 4 to 1 match. The intent is to apply for \$160,000 which would require a \$40,000 match. The Partnership to Build a Miracle has secured \$10,000 to go towards the match and is **asking the town to provide \$30,000 in funds** toward the match. Matching funds could be budgeted in the 17/18 FY and would not have an effect on this year's budget and could be funded from various sources.

## Action Needed

Discuss funding and approve the opportunity to apply for a Connect NC Bond Grant through the NC Division of Parks and Recreation & NC Parks and Recreation Trust

## Recommendation

Approve funding and apply for the Connect NC Bond Grant

Approved: ☒ City Manager ☐ City Attorney

Attachments: Parks and Recreation Advisory Board Minutes (9/9/2016)





## Staff Report

**Business  
Agenda  
Item:**

**Connect  
NC  
Bond  
Grant**

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The Connect NC Bond package, approved in March of this year, included a one-time funding of \$3 million for parks and recreation grants to benefit children and/or veterans with disabilities. Local governments, including some public authorities, are eligible to apply for the matching grants. The program is administered through the NC Division of Parks and Recreation and the NC Parks and Recreation Trust Fund.

The matching grants can be used to build special facilities or adapt existing facilities that meet unique needs of children and/or veterans with physical and development disabilities. The grant requires a 1 to 4 match or 1 dollar of local funds to every 4 dollars of grant funds.

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

Matching dollars would be a \$30,000 expense to the Town of Smithfield with the Partnership to Build a Miracle organization funding the remaining \$10,000 of the matching amount. The town currently holds \$139,000 in restricted funds derived from developments that have paid the Town approximately 15% of their land value, in lieu of creating park/recreation space within the new development. This money is restricted to land acquisition or equipment infrastructure for parks. Using \$30,000 of this money would be an approved use of these funds.

## **Smithfield Recreation Advisory Committee Meeting August 9, 2016**

The Smithfield Recreation Advisory Committee met on Tuesday, August 9th at 8:00 a.m. at Smithfield Recreation & Aquatics Center.

Members Present:	Robbie Parker	Earl Marrett
	Tim Johnson	Daniel Sanders
	Jeremy Davis	

Members Absent:	Chris Howell	Scott Wright
	Jackie Bryant	David Lasater

Staff Present:	Gary Johnson, Director
	Dale Ham, SRAC Director
	Jon Moore, Athletics Supervisor
	Laura Crumpler, Aquatics Supervisor
	Kristin Sasser, Recreation Center Supervisor
	Tiffany Pearson, Recreation Supervisor

Staff Absent:	Bill Shipley, Asst. Aquatics
	Dennis Tyner, Maintenance Supervisor

### **Update on Miracle League Field –**

Gary Johnson opened the meeting with an update on the Miracle League Field. Project has been to bid twice, and if they had gone that route there would have been zero contingency funds left in reserve. So, the Town's Engineer along with Gary will be the General Contractors on the project, and will bid each phase individually. They are currently getting some clarification from Withers & Ravenel on a few items, but then should be proceeding. Have a little over a year to complete the project.

### **Special Needs / Veterans with Disabilities Grant –**

Have become aware of a Grant that is due 12/1, which works with a 80/20 match. Gary said that he was hoping we could get the Grant to help with the Inclusion Playground (Phase 2 – Amenities). What this basically boils down to would be the Town putting up \$30k, with Friends of the Park putting in \$5k, and Partnership putting in \$5k, for a \$200k grant. Daniel Sanders asked if grant funds could be used at other locations, but this grant is site specific. Tim noted that it would be nice if we could tie in the DAV to the Greenway with the Grant. Grant due 12/1, but would be awarded around February or March.

**MOTION:** Motion made by Robbie Parker and seconded by Daniel Sanders to: Get approval from Council to apply for the Grant, with an obligation of \$30k from the Town if awarded. Motion passed unanimously.

### **Update of Parks & Recreation Master Plan –**

Gary said the last Parks & Recreation Department Master Plan was done in 2009, and that typically they are good for about 5 years. The more current you keep your Plan the better off you are. (You have to have a Master Plan in applying for Grants. The more current a Plan is, the higher points you score.) Gary noted that since the County has just finished theirs, it would provide some helpful information in updating ours. Gary said he has sent our most recent Plan to Pete Armstrong, to get an estimate on pricing to have it updated. A new Master Plan would have to be adopted by Town Council. A new Master Plan is basically a road map of recommendations for the town, demographics, etc., and would include recommendations for the municipal pool, from an outside, 3<sup>rd</sup> party.







# Request for City Council Action

**Business  
Agenda  
Item:** Purchase of  
AMI Meters  
**Date:** 09/06/2016

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**Subject:** Purchase of AMI Meters from Nexgrid

**Department:** Public Utilities

**Presented by:** Ted Credle

**Presentation:** Business Item

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## Issue Statement

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

## Financial Impact

None – Approved in FY 2016-2017 budget

The project budget was approved as \$150,000 (Electric) and \$200,000 (Water).

This initial purchase will cost \$86,642.37 (Electric) and \$123,034.92 (Water). There will be funds remaining for a second order, later this fall.

## Action Needed

Approve purchase of First round of Meters (~400) to be installed in the Town for both water and electric service

## Recommendation

Staff recommends the approval of the purchase of the AMI meters

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

Price quote/documentation from Nexgrid

Map of area of initial deployment



# Staff Report

<b>Business Agenda Item:</b>	<b>Purchase of AMI Meters</b>
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The use of Advanced Metering Infrastructure (AMI) has been widely used in the electric service industry. In 2012, the Town of Smithfield, with the help of Electricities, put out a Request For Qualifications (RFQ) to determine which company would be best suited for meter replacement & upgrading. After receiving over 45 submittals, four were chosen as finalists (Nexgrid, Metersense, Sensus, and Leidos). Of the four finalists, Nexgrid won the case as the Vendor of Choice for a many reasons, but the largest winning point was their relative low cost. All of the selected vendors could provide a product that would be well-suited for the Town's needs, but Nexgrid provided a suitable system at lower cost.

In November of 2014, a pilot study was launched to determine the effectiveness of the system. After 6 months, the study ended. The results were seen as "positive". The system did what it had promised to do.

As part of the approved budget for the present fiscal year (2016-2017), the Town Council approved funding to begin the acquisition and installation of AMI meters throughout the Town.

This would be the first order of meters and number just over 400. These new meters will be installed in the downtown area, just north of Market Street and will act as the forerunner of more substantial installations in the coming years.

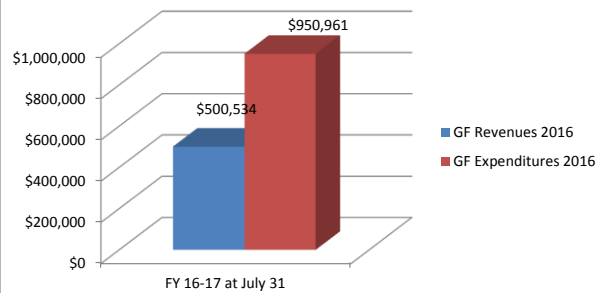


# Financial Report

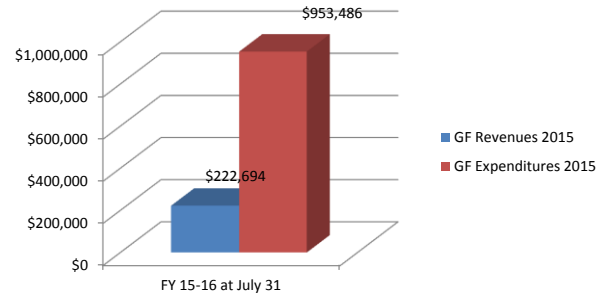


## Town of Smithfield Revenues vs. Expenditures

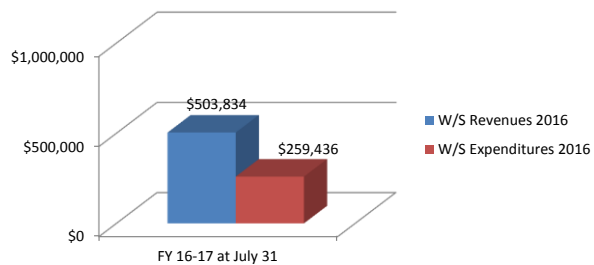
**2016 YTD GF Revenues vs. Expenditures**



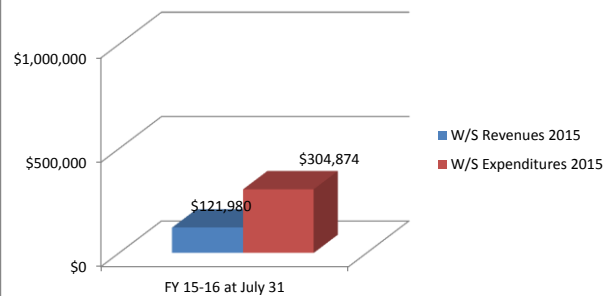
**2015 GF Same Period**



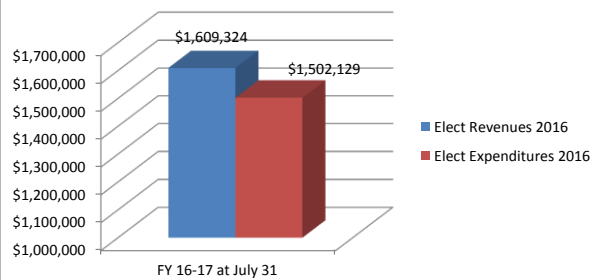
**2016 YTD W/S Revenues vs. Expenditures**



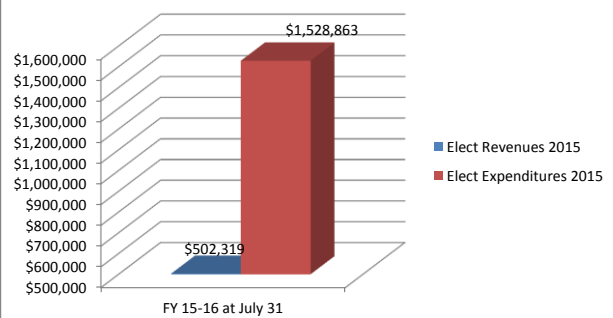
**2015 W/S Same Period**



**2016 YTD Electric Revenues vs. Expenditures**



**2015 Electric Same Period**



**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**July 31, 2016**

Gauge: 1/12 or 8.33 Percent

8.33%

GENERAL FUND					
	Frequency	Actual	Budget	Actual to Date	YTD %
Revenues		FY '15-16	FY '16-17	FY '16-17	Collected
Current & Prior Year Property Taxes	Monthly	\$ -	\$ 5,528,779	\$ 15,276	0.28%
Motor Vehicle Taxes	Monthly	-	470,000	44,130	9.39%
Utility Franchise Taxes	Quarterly	-	1,000,000	-	0.00%
Local Option Sales Taxes	Monthly	-	2,064,700	202,728	9.82%
Aquatic and Other Recreation	Monthly	-	753,300	78,757	10.45%
Sanitation	Monthly	-	1,306,500	109,156	8.35%
All Other Revenues		-	1,307,825	50,487	3.86%
Loan Proceeds		-	104,000	-	0.00%
Transfers (Electric and Fire Dist.)		-	261,614	-	0.00%
Fund Balance Appropriated		-	726,225	-	0.00%
Total		\$ -	\$ 13,522,943	\$ 500,534	3.70%
		Actual	Budget	Actual to Date	YTD %
Expenditures		FY '15-16	FY '16-17	FY '16-17	Spent
General Gov.-Governing Body		\$ -	\$ 389,407	\$ 27,278	7.01%
Non Departmental		-	898,709	144,431	16.07%
Debt Service		-	1,283,352	163,396	12.73%
Finance		-	159,792	6,695	4.19%
Planning		-	367,698	18,870	5.13%
Police		-	3,608,035	273,205	7.57%
Fire		-	1,494,473	84,051	5.62%
EMS		-	-	-	#DIV/0!
General Services/Public Works		-	474,072	25,388	5.36%
Streets		-	1,251,604	30,259	2.42%
Motor Pool/Garage		-	91,880	6,764	7.36%
Powell Bill		-	348,225	2,360	0.68%
Sanitation		-	1,237,219	60,513	4.89%
Parks and Rec		-	817,422	40,507	4.96%
SRAC		-	927,503	67,244	7.25%
Contingency		-	173,552	-	0.00%
Appropriations/Contributions		-	-	-	0.00%
Total		\$ -	\$ 13,522,943	\$ 950,961	7.03%

YTD Fund Balance Increase (Decrease)

-

-

8.33%

**WATER AND SEWER FUND**

	<b>Actual</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
	<b>FY '15-16</b>	<b>FY '16-17</b>	<b>FY '16-17</b>	<b>Collected</b>
<b>Revenues</b>				
Water Charges	\$ -	\$ 2,890,000	\$ 203,192	7.03%
Water Sales (Wholesale)	-	715,210	44,718	6.25%
Sewer Charges	-	3,270,000	253,523	7.75%
Tap Fees	-	16,000	1,460	9.13%
All Other Revenues	-	16,000	941	5.88%
Loan Proceeds	-	-	-	#DIV/0!
Fund Balance Appropriated	-	-	-	#DIV/0!
Total	\$ -	\$ 6,907,210	\$ 503,834	7.29%

	<b>Actual</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
	<b>FY '15-16</b>	<b>FY '16-17</b>	<b>FY '16-17</b>	<b>Spent</b>
<b>Expenditures</b>				
Water Plant (Less Transfers)	\$ -	\$ 1,631,097	\$ 89,048	5.46%
Water Distribution/Sewer Coll (Less Transfers)	-	4,075,521	170,388	4.18%
Transfer to General Fund	-	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	600,000	-	0.00%
Debt Service	-	495,361	-	0.00%
Contingency	-	105,231	-	0.00%
Total	\$ -	\$ 6,907,210	\$ 259,436	3.76%

**ELECTRIC FUND**

	<b>Actual</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
	<b>FY '15-16</b>	<b>FY '16-17</b>	<b>FY '16-17</b>	<b>Collected</b>
<b>Revenues</b>				
Electric Sales	\$ -	\$ 16,894,747	\$ 1,560,495	9.24%
Penalties	-	400,000	45,529	11.38%
All Other Revenues	-	43,000	3,300	7.67%
Loan Proceeds	-	-	-	
Fund Balance Appropriated	-	-	-	
Total	\$ -	\$ 17,337,747	\$ 1,609,324	9.28%

	<b>Actual</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
	<b>FY '15-16</b>	<b>FY '16-17</b>	<b>FY '16-17</b>	<b>Spent</b>
<b>Expenditures</b>				
Administration/Operations	\$ -	\$ 2,058,059	\$ 236,234	11.48%
Purchased Power	-	13,600,000	1,265,746	9.31%
Debt Service	-	359,972	-	0.00%
Capital Outlay	-	255,000	149	
Contingency	-	303,502	-	
Transfers to Electric Capital Proj Fund	-	400,000	-	
Transfer to Water Capital Improvement Fund	-	275,000	-	
Transfers to General Fund	-	86,214	-	0.00%
Total	\$ -	\$ 17,337,747	\$ 1,502,129	8.66%



# CASH AND INVESTMENTS

General Fund (Includes P. Bill)	7,156,480			
Water and Sewer Fund	3,816,611			Interest Rate
Electric Fund*	7,274,836			
Capital Project Fund: Wtr/Sewer (45)	315,178	1st CITIZENS	13,191,127	0.20%
Capital Project Fund: General (46)	567,553	NCCMT	2,245,725	0.500%
Capital Project Fund: Electric (47)	1,041,072	STIFEL	25,620	Market
Firemen Relief Fund (50)	159,059	KS BANK	3,718,059	.2, .65, &.7.
Fire District Fund (51)	6,775	FOUR OAKS	1,290,135	0.60%
JB George Endowment (40)	133,102	PNC BANK	-	0.00%
Total	<u>\$20,470,666</u>		<u>\$ 20,470,666</u>	

\*Plug

Account Balances Confirmed By Finance Director on 6/15/2016



# Department Reports





## **FINANCE DEPARTMENTAL REPORT FOR JULY, 2016**

### **SUMMARY OF ACTIVITIES:**

Daily Collections/Property Taxes/Other .....	\$2,029,539
Franchise Tax.....	0
Sales & Use Tax.....	202,728
Powel Bill.....	0
<b>Total Revenue</b>	<b>\$2,232,267</b>

Expenditures: General, Water, Electric and Firemen's Fund..... \$3,520,055

### **FINANCE:**

- Compiled and submitted monthly retirement report on 7/29/2016
- Issued 92 purchase orders
- Processed 631 vendor invoices for payment and issued 374 accounts payable checks
- Prepared and processed 3 regular payrolls and 2 special payrolls ( Remic Stahl for back pay and Banks Wallace for fire volunteer reimbursement). Remitted federal and state payroll taxes on 7/1/16, 7/15/16, 7/18/16 and 7/29/16
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Sent 10 second notices for past due privilege licenses
- Collected \$0 on past due privilege license fees. **NOTE:** Total collected remains at \$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.
- Sent 37 past due notices for grass cutting
- Collected \$840 in grass cutting invoices. Total collected calendar year to date is \$1,717.48
- Processed 14 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$33,277 (EMS = \$6,997; SRAC = \$9,110; Utility= \$16,743; and Other = \$427).
- Invoiced six (6) grave openings for a total of \$4,200

### **FINANCE DIRECTOR**

- Prepared and submitted final NCDOT (Smithfield Crossing) Grant request for \$250,000 on 7/1/2016
- Prepared multiple charts and graphs for the adopted budget workbook on July 5-7, 2016
- Viewed online webinar with NCO/EGS regarding online bill pay
- Attended Town Council regular meeting on July 12, 2016.
- Met with First Citizens Bank on Purchase Cards
- Attended Department Head Staff meeting on July 12, 2016
- Attended the North Carolina Government Finance Officers Association (NCGFOA) summer conference July 18-20, 2016
- Met with PayGov regarding online bill pay on July 20, 2016
- Met with Worxtime Representative on healthcare reporting requirements
- Prepared for workers comp audit held on July 27, 2016. Approximately 11K is being refunded to the Town
- Prepared Powell Bill Report for August 1, 2016 submission
- Prepared and requested loan draw from Four Oaks Bank of \$31,596 on July 12, 2016
- Invoiced Smithfield Housing Authority and JCC for monthly resource officer charges
- Invoiced Johnston County Middle School for annual resource officer charges



## Finance Department Totals for July 2016

### Meter Reading

Actual Meters Read	9,984	
Meters Loaded to Hand Held	10,242	
Meter Tech Service Hours	0	\$0.00

### Billing/Collections

Bills Mailed	6,088	\$2,356,974.26
Area Lights Billed	939	\$34,509.97
JoCo Wholesale water	29,807,000	\$44,719.50
Load Mgmt AC credit	493	-\$4,930.00
Load Mgmt water heater credit	610	-\$3,726.00
Adjustments	63	-\$2,217.33
Delinquent Accts/Late Fees	1,566	\$22,921.84
NSF - Utility Only	10	\$2,970.84
Refund Checks Issued	18	\$3,008.09
Door Hangers	271	
Disconnect for non-pay	44	
Reconnect for payment received	39	
Bank Drafts	702	\$311,320.23
Lockbox	976	\$408,268.27
ECO Payment Totals		
	IVR-phone	219
	On-Line (website)	558
		\$167,023.50 BOTH
Cash Window Transactions/Payments	4,012	\$1,113,870.88
Accts collected from Debt setoff	1	\$396.62 EMS
	2	\$331.00 SRAC
	2	\$552.01 Utility
Accts submitted to Debt Setoff	0	\$0.00 Utility
	0	\$0.00 SRAC

### Service Orders

Requested Orders	266	
Completed Orders	261	
	Terminated Accounts	102
	Meters Rechecked	12
	New Turn on Accounts	97
Meter Tamper / Meter Missing	0	\$0.00

### Phone Call Usage

#### CSR - Elaine

		Duration
Inbound	667	12:58:45
Outbound	158	5:05:30

#### CSR/Collections - Audrey

Inbound	508	10:58:10
Outbound	194	4:11:08
<b>Collections - Cash Window#2</b>		
Inbound	104	2:12:37
Outbound	6	0:04:48
<b>Switch Board Operator x1101</b>		
Inbound	635	4:15:06
Outbound	62	2:27:13
<b>Total Town (Trunk Lines)</b>		
Inbound	5,869	161:34:16
Outbound	2,490	96:42:35



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

	July	Calendar Year to date
<b>Town Council</b>		
Rezoning	0	1
Conditional Use	1	6
Ordinance Amendment	0	0
Major Subdivisions	0	0
Annexations	0	0
Special Events	2	13
<b>Planning Board</b>		
Rezoning	0	1
Condition Use	0	4
Ordinance Amendment	0	0
Subdivisions	0	0
Annexations	0	0
<b>Board of Adjustment</b>		
Variance	0	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**  
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**Fax: 919-934-1134**

## Permit Issued for July 2016

	Permit Fees	Permits Issued
Major Site Plan	287.50	2
Minor Site Plan	250.00	7
Land Use	1,950.00	20
Sign	350.00	7
<b>Total:</b>	<b>2,837.50</b>	<b>36</b>
Fiscal YTD Total:	18487.5	232

SP16-000026	Minor Site Plan	SFD addition	511 North Fourth Street
Z16-000077	Land Use	Restoration Family Services	714 WILKINS Street
Z16-000076	Land Use	TNT Fireworks	1299 North BRIGHTLEAF Boulevard
Z16-000078	Land Use	N-Finite Wireless LLC	1025 INDUSTRIAL PARK Drive
Z16-000079	Land Use	RMG Gastroenterology	712 WILKINS Street
Z16-000122	Building	Rapid Response Electrical	47 HUNTINGTON Place
Z16-000123	Land Use	Bettys Hair Salon	816 West Market Street
Z16-000124	Sign	Betty's Hair Salon	816 West Market Street
SP16-000043	Minor Site Plan	In Ground Pool	4330 SWIFT CREEK Road
SP16-000044	Minor Site Plan	SFD addition	610 ROCK PILLAR Road
SP16-000027	Minor Site Plan	SFD Addition	507 South Vermont Street
SP16-000028	Major Site Plan	Parking Lot Addition	303 CANTERBURY Road
SP16-000029	Minor Site Plan	Crazy Taco	911 South Fifth Street
Z16-000080	Land Use	Verizon Wireless	110 South Fifth Street
Z16-000007	Land Use	Metro PCC telephone	819 North BRIGHTLEAF Boulevard
Z16-000081	Land Use	???? Pizza	817A South Brightleaf Boulevard
Z16-000082	Land Use	Primos Pizza	3300 US 70 BUS Highway W
Z16-000083	Sign	Primos Pizza	3300 US 70 BUS Highway W
Z16-000084	Land Use	A Caring Heart Case Management ,	18 Noble Street
Z16-000086	Land Use	Compare Foods Up-fit	836 South THIRD Street
Z16-000087	Land Use	Fantastic Sams Hair Salon	1285 North BRIGHTLEAF Boulevard
Z16-000085	Land Use	TNT Fireworks	1025 INDUSTRIAL PARK Drive
Z16-000088	Land Use	NC License Bureau	3175-A South BRIGHTLEAF Boulevard
Z16-000089	Sign	Johnston Medical Mall	514 North BRIGHTLEAF Boulevard
Z16-000090	Land Use	Tammy Worley Bailbonds	111 North Second Avenue
SP16-000030	Minor Site Plan	SFD addition	67 BROOKWOOD Drive
SP16-000031	Minor Site Plan	Lake Park Villas Lots 25 - 29	Lakepark Circle
Z16-000091	Land Use	Johnston County Building Industry A:	257 NC 210 Highway
Z16-000092	Land Use	Honey Mama's Bakery	1111 BOOKER DAIRY Road
Z16-000093	Land Use	Little Creek Labs Accessory Building	445 LITTLE CREEK CHURCH Road
Z16-000094	Sign	Carolina Fish Fry	728 North BRIGHTLEAF Boulevard

Z16-000096	Sign	Cricket Wireless	1225 Outlet Center Dr Drive
Z16-000097	Land Use	Seva Beauty	1299 North BRIGHTLEAF Boulevard
Z16-000095	Sign	Johnston County Home Builders Assc	257 NC 210 Highway
Z16-000098	Land Use	OSBORNE REALTY COMPANY LLC	115 North SECOND Street
Z16-000099	Sign	Xtra Mile Motors	528A West MARKET Street



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# **CODE COMPLIANCE MONTHLY REPORT 2016**

	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Calendar Year To date
Written Violations	72	91	115	168	216	170	183	1015
Resolved Violations	69	84	106	174	224	164	190	1011
On Site Meetings	68	76	112	129	155	145	114	799
Temporary Signs Violations	75	128	143	156	185	117	73	877
Temporary Signs Removed	75	128	143	156	185	117	73	877
Comdemned Structures Removed	0	1	0	2	1	0	1	5
Community Volunteers	0	10	0	150	30	20	25	235
Families Helped By Helping Hand Volunteers	0	5	0	35	10	n/a	10	60
ADA Compliant Ramps Built By Volunteers		1	0	2	2	0	1	16





**TOWN OF SMITHFIELD  
POLICE DEPARTMENT  
MONTHLY REPORT  
MONTH ENDING July 31, 2016**

**I. STATISTICAL SECTION**

Month Ending July 31, 2016	July 2016	July 2015	Total 2016	Total 2015	YTD Difference
Calls For Service	1683	2147	11877	13,137	-1260
Incident Reports Completed	158	197	1312	1201	101
Cases Closed	125	192	1122	1301	-179
Accident Reports	60	64	498	492	6
Arrest Reports	117	145	935	871	64
Burglaries Reported	14	10	93	57	36
Drug Charges	35	29	253	210	43
DWI Charges	6	9	65	62	3
Citations Issued	150	290	1517	1891	-374
Speeding	23	71	349	465	-116
No Operator License	34	60	314	452	-138
Registration Violations	11	41	108	243	-135

**II. PERSONNEL UPDATE**

The department currently has two vacancies for sworn positions. The Chief's position is currently vacant as well. A conditional offer of employment has been made to fill one of these vacancies. It is expected this person will be hired in August. One officer remains on light duty and another just had surgery.

**III. MISCELLANEOUS**

The department was involved in The Fun in the Park Day which collected school supplies for school children. Attended a community meeting at St. Peters Church which had about 50 people in attendance. We had a Black Lives Matter march that came through town and ended at the Johnston County Court House. Several officers attended Kool Aid with a Cop that involved talking with kids. Several arrests have been made in the business burglaries with more expected.

## REPORTED UCR OFFENSES FOR THE MONTH OF JULY 2016

PART I CRIMES	July 2015	July 2016	+/-	Percent Changed	Year-To-Date 2015	Year-To-Date 2016	+/-	Percent Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	3	4	1	33%
ROBBERY	4	0	-4	-100%	11	6	-5	-45%
Commercial	3	0	-3	-100%	3	0	-3	-100%
Individual	1	0	-1	-100%	8	6	-2	-25%
ASSAULT	14	4	-10	-71%	44	31	-13	-30%
* VIOLENT *	18	4	-14	-78%	58	41	-17	-29%
BURGLARY	9	14	5	56%	53	89	36	68%
Residential	5	9	4	80%	39	43	4	10%
Non-Resident.	1	0	-1	-100%	8	13	5	63%
Commercial	3	5	2	67%	6	33	27	450%
LARCENY	48	39	-9	-19%	315	358	43	14%
AUTO THEFT	1	3	2	200%	9	17	8	89%
ARSON	1	1	0	0%	1	3	2	200%
* PROPERTY *	59	57	-2	-3%	378	467	89	24%
PART I TOTAL:	77	61	-16	-21%	436	508	72	17%
PART II CRIMES								
Drug	30	37	7	23%	194	289	95	49%
Assault Simple	18	9	-9	-50%	115	89	-26	-23%
Forgery/Counterfeit	5	1	-4	-80%	21	25	4	19%
Fraud	13	6	-7	-54%	78	50	-28	-36%
Embezzlement	2	0	-2	-100%	8	13	5	63%
Stolen Property	5	1	-4	-80%	11	10	-1	-9%
Vandalism	12	8	-4	-33%	48	56	8	17%
Weapons	5	0	-5	-100%	21	14	-7	-33%
Prostitution	0	0	0	N.C.	0	1	1	N.C.
All Other Sex Offens	0	0	0	N.C.	6	2	-4	-67%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	0	-1	-100%	5	2	-3	-60%
D. W. I.	9	7	-2	-22%	60	61	1	2%
Liquor Law Violation	0	5	5	N.C.	8	8	0	0%
Disorderly Conduct	1	2	1	100%	7	8	1	14%
Obscenity	0	0	0	N.C.	2	1	-1	-50%
Kidnap	0	0	0	N.C.	0	2	2	N.C.
All Other Offenses	5	6	1	20%	46	46	0	0%
PART II TOTAL:	106	82	-24	-23%	630	677	47	7%
=====								
GRAND TOTAL:	183	143	-40	-22%	1066	1185	119	11%

N.C. = Not Calculable



Town of Smithfield  
**Fire Department**  
July, 2016

## I. Statistical Section

Responded to	2016 July	2015 July	2016 YTD	2015 YTD
Total Structure Fires Dispatched	7	7	51	51
*Confirmed Structure Fires (Our District)*	3	2	10	8
*Confirmed Structure Fires (Other Districts)*	1	1	7	7
EMS/Rescue Calls	133	99	958	771
Vehicle Fires	0	2	8	13
Motor Vehicle Accidents	17	9	111	89
Fire Alarms (Actual)	12	4	66	39
Fire Alarms (False)	8	13	55	77
Misc./Other Calls	35	14	172	122
*Mutual Aid (Received)*	12	4	65	42
*Mutual Aid (Given)*	5	6	41	34
*Overlapping Calls (Calls at the same time)*	29	10	188	119
<b>TOTAL EMERGENCY RESPONSES</b>	<b>212</b> <b>+43%</b>	<b>148</b>	<b>1421</b> <b>+22%</b>	<b>1162</b>

\* Denotes breakdown of calls \*

	July	YTD
Fire Inspections/Compliance Inspections	19	164
Public Fire Education Programs	5	16
Children in Attendance	135	820
Adults in Attendance	56	209
Plans Review Construction/Renovation Projects	1	9
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	16	74
Re-Inspections	14	81

## II. Major Revenues

	July	YTD
Inspections	\$900.00	\$9,275.00
False Alarms	\$0.00	\$3,250.00
Fire Recovery USA	\$3,816.00	\$13,973.00
EMS Debt Setoff	\$396.62	\$6,940.41



## **Major Expenses for the Month:**

### **III. Personnel Update:**

- The Fire Dept. hired: Stephen Pittman, Jonathan Womack, and Jermone King in the New Firefighter positions that were approved in the 2016-2017 Budget.
- We are currently accepting applications for the approved position of Fire Dept. Training Chief

### **IV. Narrative of monthly departmental activities:**

- Fire Department personnel participated in the Fun in the Park held at Smith-Collins Park.
- Fire Department personnel participated in project “Kool Kids” sprinkler at different locations throughout the town; we started this project last year. We have tried; weather permitting to keep the kids in our communities cool on these very hot summer days. Overall in the month of July we have cooled off 78 kids and 16 adults.
- Throughout July we have visited with our sprinkler: Wilkins Ct., Furlonge Dr., Finney Dr., (Smithfield Housing Authority)
- We have visited Johnston Court Apartments with the sprinkler.
- We continue to prepare for the County disaster drill (Major Weather Event); to be held in numerous EOC locations throughout the county, ours included. This drill is being paid for through a grant attained through the county.
- The Fire Dept. continues to prepare for the upcoming NCDOI ISO rating inspection.
- We are still collecting EMS billing funds through the NC Debt Set-off program.



**Town of Smithfield  
Public Works Department  
July 31, 2016**



212 Total Work Orders completed by the Public Works Department

6 Burials, at \$700.00 each = \$4,200.00

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

\$0 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

410.18 tons of household waste collected

180.87 tons of yard waste collected

7.65 tons of recycling collected

36 Animal Control work orders completed

32 Cats transported to Animal Shelter

18 Dogs transported to Animal Shelter



**Town of Smithfield**  
**Public Works Appearance Division**  
**Cemetery, Landscapes, and Grounds Maintenance**  
**Buildings, Facilities, and Sign Division**  
**Monthly Report**  
**July 31, 2016**



**I. Statistical Section**

6 Burials

6 Works Orders – Buildings & Facilities Division

3 Work Orders – Grounds Division

21 Work Orders – Sign Division

**II. Major Revenues**

Sunset Cemetery Lot Sales: \$0.00

Riverside Ext Cemetery Lot Sales: \$0.00

Grave Opening Fees: \$0.00

Total Revenue: \$4,200.00

**III. Major Expenses for the Month:**

None for the month

**IV. Personnel Update:**

None for the month

**V. Narrative of monthly departmental activities:**

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. Sandy Altman with Wellness Works Johnston Health conducted the Public Works safety meeting on "ACC" Safety Training. Topics discussed were – Attitude, Attendance, Accountability, Chain of Command, Communication with Co-workers, Superiors, Citizens and Teamwork within the department.

**Town of Smithfield**  
**Public Works Drainage/Street Division**  
**Monthly Report**  
**July 31, 2016**



**I. Statistical Section**

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. Staff cut 5 Nuisance properties for planning Dept.
- c. 1 - Work Order – 120 Linear Feet Drainage Pipe installed.
- d. 6 - Work Orders -2,002 Linear Feet of storm drain line cleaned.
- e. 8 - Work Orders – 375lbs. of Cold Patch was used for 12 Potholes.
- f. 36 - Work Orders were completed regarding Animal Control related issues.  
32 Cats and 18 Dogs were transported to the Animal Control Shelter.

**II. Major Revenues**

None for the month

**III. Major Expenses for the Month:**

\$1,138.56 to Bright Leaf Welding and machine repair LLC for safety rails.

**IV. Personnel Update:**

None for the month

**V. Narrative of monthly departmental activities:**

Sandy Altman with Wellness Works Johnston Health conducted the Public Works safety meeting on "ACC" Safety Training. Topics discussed were – Attitude, Attendance, Accountability, Chain of Command, Communication with Co-workers, Superiors, Citizens and Teamwork within the department.

**Town of Smithfield  
Public Works Department  
July 2016 Drainage Report**

Location:	Smith Collins Park and S Third Street.
Starting Date:	7/1/2016
Completion Date:	7/5/2016
Description:	Delivered cones and event containers for the July 4 <sup>th</sup> fireworks event.
Man-hours:	7Hrs.
Equipment:	401 pickup and trailer.
Materials:	100 cones and 16 rollout containers.
Location:	Spring Branch culverts (S 4 <sup>th</sup> & S 5 <sup>th</sup> )
Starting Date:	7/5/2016
Completion Date:	7/5/2016
Description:	Removed large obstructions from culverts for positive drainage.
Man-hours:	7.5hrs.
Equipment:	420 Cat backhoe, 405 dump truck.
Materials:	N/A
Location:	Lee Street at RR track, Old Goldsboro Road, 2 <sup>nd</sup> Ave, Ward Street, Broadway, Brogden Road, 3 <sup>rd</sup> Ave, Martin Luther King, Rand Street, Birch Street, 9 <sup>th</sup> & Johnston, Berkshire Road, Ava Gardner Drive, Stancil and Coats, Coats and Powell, Heath Road, Outlet Center Drive.
Starting Date:	7/7/2016
Completion Date:	7/21/2016
Description:	Cut back right of way areas.
Man-hours:	84hrs.
Equipment:	Tractor with bush hog, Scag mowers, weed eaters and blower.
Materials:	N/A
Location:	1099 N Lakeside Drive.
Starting Date:	7/8/2016
Completion Date:	7/8/2016
Description:	Clean catch basins and blew out 600LF of storm drain line for positive drainage.
Man-hours:	28.5hrs.
Equipment:	Jet Truck, 401 pickup plus hand tools.
Materials:	N/A
Location:	I-95 outlet structure off MLK.
Starting Date:	7/11/2016
Completion Date:	7/11/2016
Description:	Removed obstructions from outlet structure for positive drainage.
Man-hours:	4.5hrs.
Equipment:	420 Cat backhoe plus hand tools.
Materials:	N/A



Location:	Church Street dirt road.
Starting Date:	7/12/2016
Completion Date:	7/13/2016
Description:	Graded dirt path and added stone.
Man-hours:	41hrs.
Equipment:	405 dump truck, 420 Cat backhoe, Bobcat tractor with pulling blade.
Materials:	112.02 tons of ABC stone.
Location:	End of Rand Street, 522 Buffalo Road, 303 Hospital Road, 1014 Blount Street, 1210 E Market Street.
Starting Date:	7/14/2016
Completion Date:	7/20/2016
Description:	Cut 5 nuisance properties for the planning Department.
Man-hours:	11.5hrs.
Equipment:	Scag mowers, tractor with bush hog, weed eaters, blowers and hand tools.
Materials:	N/A
Location:	Martin Luther King Drive.
Starting Date:	7/15/2016
Completion Date:	7/15/2016
Description:	Clean 500LF of concrete swell for positive drainage.
Man-hours:	5.4hrs.
Equipment:	Jet Truck, 401 pickup plus hand tools.
Materials:	N/A
Location:	Harris Street, MLK, West Street, East Street, 2 <sup>nd</sup> Ave, 3 <sup>rd</sup> Ave, Blount North Ave, South Ave, Lee Street and Midway.
Starting Date:	7/13/2016
Completion Date:	7/20/2016
Description:	Cut grass out of curb and gutter areas, removed sand and debris for positive drainage.
Man-hours:	131.5hrs.
Equipment:	Pickup 300-401-905.
Materials:	N/A
Location:	15 Eden Drive, 388-809 Venture Drive, 735 N Equity, Midway and 2 <sup>nd</sup> Ave, Hood and Vermont, 24 Bradford, East and South Ave.
Starting Date:	7/18/2016
Completion Date:	7/21/2016
Description:	Repaired 12 potholes with perma patch asphalt.
Man-hours:	5hrs.
Equipment:	401 pickup plus hand tools.
Materials:	375lbs of perma patch asphalt.

Location:	Birch Street, Ash Street to Old Goldsboro Road, Cedar to Old Goldsboro Road.
Starting Date:	7/29/2016
Completion Date:	7/29/2016
Description:	Cleaned 602LF of storm drain line for positive drainage.
Man-hours:	8hrs
Equipment:	Jet Truck plus hand tools.
Materials:	N/A

**Town of Smithfield  
Public Works Fleet Maintenance Division  
Monthly Report  
July 31, 2016**



**I. Statistical Section**

  2   Preventive Maintenances

  0   North Carolina Inspections

 20  Work Orders

**II. Major Revenues**

None for the month

**III. Major Expenses for the Month:**

Ace Industrial Supply, Inc. was paid \$1,297.50 for Band saw blades and \$499.90 for a grinder with cut off wheels.

**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 "ACC" Safety Training. Topics discussed were – Attitude, Attendance, Accountability, Chain of Command, Communication with Co-workers, Superiors, Citizens and Teamwork within the department.



**Town of Smithfield**  
**Public Works Sanitation Division**  
**Monthly Report**  
**July 31, 2016**



**I. Statistical Section**

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

- a. Sanitation forces completed 78 work orders
- b. Sanitation forces collected 410.18 tons of household waste
- c. Sanitation forces disposed of 180.87 loads of yard waste
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 1.91 tons of construction debris (C&D)
- f. Town disposed of 75 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 5.15 tons of recyclable plastic
- h. Recycled 1700 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gallons of cooking oil was collected at the Convenient Site Center
- j. Recycled 3660 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

**II. Major Revenues**

- a. Received \$21.56 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0.00
- c. Sold 2020 lbs. of shredder steel for \$101.00 to Omni Source

**III. Major Expenses for the Month:**

Spain Farms Nursery was paid \$2,208.00 for disposal of yard waste and debris. Old Dominion Brush was paid \$623.04 for equipment repairs to the Green Leaf Box. Peterson Industries, Inc. was paid \$1,010.97 for knuckle boom loader repairs. Sampson Bladen Oil Co., Inc. was paid \$555.88 for oil and hydraulic fluid.

**IV. Personnel Update:**

Due to the lack of man power a temporary employee was hired.

**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. Sandy Altman with Wellness Works Johnston Health conducted the Public Works safety meeting on "ACC" Safety Training. Topics discussed were – Attitude, Attendance, Accountability, Chain of Command, Communication with Co-workers, Superiors, Citizens and Teamwork within the department.



**PARKS AND RECREATION  
AND  
SMITHFIELD RECREATION  
AND AQUATICS CENTER**

**MONTHLY REPORT FOR JULY 2016**

PROGRAMS STATISTICS	JULY, 2016		16/17 FY YTD		JULY, 2015		15/16 FY YTD	
NUMBER OF PROGRAMS	43		43		39		39	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	8916		8916		8152		8152	
SRAC MEMBER VISITS	6219		6219		7291		7291	
RENTALS (SRAC)	75		75		57		57	
USERS (SRAC RENTALS)	4254		4254		3477		3477	
PARKS RENTALS	19		19		33		33	
USERS (PARKS RENTALS)	1414		1414		588		588	
TOTAL UNIQUE CONTACTS	22,932		20,413		19,508		19,508	
FINANCIAL STATISTICS	JULY, 2016		16/17 FY YTD		JULY, 2015		15/16 FY YTD	
PARKS AND RECREATION REVENUES	\$	4,866.01	\$	4,866.01	\$	8,266.00	\$	8,266.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$	35,093.28	\$	35,093.28	\$	42,561.29	\$	42,561.29
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$	-	\$	-	\$	-	\$	-
SRAC REVENUES	\$	73,890.83	\$	73,890.83	\$	70,210.13	\$	70,210.13
SRAC EXPENDITURES	\$	56,303.04	\$	56,303.04	\$	85,809.54	\$	85,809.54
SRAC MEMBERSHIPS	2614				2494			

## NOTES

The Recreation Advisory Board met on 8/30 to discuss the rental agreement between SRAC and JCC's Basketball Program(s). The minutes are attached. The RAC voted unanimously to endorse the rental agreement.

UPCOMING PARKS & RECREATION ADVISORY BOARD TOPICS OF DISCUSSION:

PARKS AND RECREATION PARTNERSHIPS

INCLUSION PLAYGROUND AND MIRACLE LEAGUE CONSTRUCTION AND GRANTS

## HIGHLIGHTS

ASSISTED DOWNTOWN DEVELOPMENT CORPORATION WITH JULY 4TH CELEBRATION AND FIREWORKS

HOSTED THE TAR HEEL LEAGUES DISTRICT 5 BASEBALL TOURNAMENTS

COMPLETED FUN AND FELLOWSHIP SOFTBALL CHURCH SOFTBALL LEAGUE (21 TEAMS)

SRAC SHARKS WON THE SOUTHERN METRO SWIM LEAGUE CHAMPIONSHIP





## **Smithfield Recreation Advisory Committee Special Meeting August 30, 2016**

The Smithfield Recreation Advisory Committee met on Tuesday, August 30th at 8:00 a.m. at Smithfield Recreation & Aquatics Center for a special meeting.

Members Present:	Robbie Parker Daniel Sanders Jeremy Davis David Lasater	Earl Marrett Jackie Bryant Scott Wright
Members Absent:	Chris Howell	Tim Johnson
Staff Present:	Gary Johnson, Director Dale Ham, SRAC Director Laura Crumpler, Aquatics Supervisor Kristin Sasser, Recreation Center Supervisor	
Staff Absent:	Bill Shipley, Asst. Aquatics Dennis Tyner, Maintenance Supervisor Jon Moore, Athletics Supervisor Tiffany Pearson, Recreation Supervisor	

Gary opened the meeting by saying that the Town Manager had requested the Board to meet to discuss a rental that has come up, the rental to Johnston Community College.

David Lasater opened up with some background information at SSS Booster Club meeting, about 3-4 weeks ago. At that time, they were discussing the Joint Use Agreement between SSS & SRAC, and had some concerns about student usage. It was brought up that JCC was playing at SRAC, and had concerns as to how that affected them.

At this time, Dale gave a little background information on JCC and SRAC. Dale said JCC came to us about two years ago, hoping to resurrect their Mens Basketball program, and possibly add Women's Basketball. Dale said they looked at the schedule and things we could work through. We couldn't really do their practices due to SSS, recreation programs, and SRAC members, but could let them practice from 5-7am (SSS usage begins at 7am) or after 9pm on weekends. They then went back to their Board. They were to pay rental fees for practices and games.

David said it was just presented at their Booster Club meeting that JCC was going to start using SRAC. Just voicing concerns.

Gary said he went to a meeting with Johnston County School Administration and member of the the School Board last week in which this issue was discussed

In the past, SSS coaches haven't understood the Joint Use Agreement, however, we met with their coaches this year before school started.

Earl Marett said he didn't think SRAC has done anything to impose on their times. Problem is people want what they want when they want it.

Gary said games will not impact SSS. No different than anything we've done for the past 7 years. This is no different from what we do every day. SRAC is expected to generate \$750,000 annually. Part of the revenue generated is taking rentals too. We work around SSS, recreation programs, and members all the time. It's a fine line but it's what we do.

At this time, the following Motion was made by Robbie Parker, seconded by Jackie Bryant, and passed unanimously.

**MOTION: To endorse JCC rental agreement with paid fee for a one year agreement.**

The Board made it clear that they did not believe they needed to be used in approving of SRAC rentals.

With that matter of business concluded, Gary said that the police investigation was concluded, and SRAC was found of no wrongdoing. Again Gary commended his staff for weathering the storm with discretion and dignity.

Gary also noted that if any could attend the next Town Council meeting Tuesday night, September 6th, the following items are on the agenda:

- 1) Master Plan Update - Update will only cost \$5k;
- 2) Request to apply for the Special Needs / Veterans with Disabilities Grant for Miracle League, Inclusion Playground, and Veterans. (\$30k grant is 4 to 1 match.) Asking for approval to apply for the Grant, which is due 12/1.

Gary closed the meeting thanking and supporting his staff, and the Board.

At this point, the meeting was adjourned.

Respectfully Submitted,

Jan Ashley

***The next RAC meeting is scheduled for Tuesday, September 13th.***





**Utilities Department  
Monthly Report  
July 2016**

- **Statistical Section**
  - Electric CP Demand 28,955 Kw relative to June's demand of 26,499 Kw.
  - Electric System Reliability for was 99.8732%, with thirteen recorded outage; relative to June's 99.0456%.
  - Raw water treated on a daily average was 3.637 MG relative to 3.147 MG for June; with maximum demand of 4.040 MG relative to June's 3.730 MG.
  - Total finished water to the system was 94.496 MG relative to June's 75.622 MG. Average daily for the month was 3.048 MG relative to June's 2.439 MG. Daily maximum was 3.374 MG (July 23<sup>rd</sup>) relative to May's 3.128 MG. Daily minimum was 2.443 MG (July 1<sup>st</sup>), relative to June's 2.048 MG.
- **Miscellaneous Revenues**
  - Electrical sales were \$1,560,496 relative to June's sales of \$774,604
  - Water sales were \$203,192 relative to June's \$71,886
  - Sewer sales were \$253,523 relative to June's \$92,036
  - Johnston County Water purchases were \$86,088 for 57.392 MG relative to June's \$44,710 for 29.807 MG.
- **Major Expenses for the Month**
  - Electricity purchases were \$1,269,124 relative to June's \$1,152,863
  - Johnston County sewer charge was \$147,701 for 49.704 MG relative to June's \$124,725 for 42.215 MG.
- **Personnel Changes –**
  - Brandon Wallace left employment as Utility Line Mechanic on July 27, 2016.



**Town of Smithfield  
Electric Department  
Monthly Report  
July, 2016**

**I. Statistical Section**

- Street Lights repaired -38
- Area Lights repaired -16
- Service calls - 63
- Underground Electric Locates -76
- Poles changed out or installed -5
- Underground Services Installed/Repaired -2

**II. Major Revenues**

- N/A

**III. Major Expenses for the Month:**

- N/A

**IV. Personnel Update:**

- Utility Dept. had a Safety meeting on Arc Flash & Ladder Safety.

**V. Miscellaneous Activities:**

- Continuing Conversion work on Wilson St., Stevens St., & Holding St.
- Set poles & antennas for sewer lift station.
- Continuing to cutting Right-of-Way along Power Line & Water/Sewer ROW.
- Helped Street Dept. remove Flags along Market St.



## WATER & SEWER JULY 2016 MONTHLY REPORT

● DISCONNECT WATER	4
● RECONNECT WATER	1
● TEMPORARY METER SET	1
● DISCOLORED WATER CALLS	3
● LOW PRESSURE CALLS	1
● NEW SERVICE INSTALLS	1
● LEAK DETECTION	15
● METER CHECKS	4
● METER REPAIRS	7
● WATER MAIN REPAIRS	1
● STREET CUTS	3
● REPLACE EXISTING METERS	7
● INSTALL NEW METERS	3
● FIRE HYDRANTS REPAIRED	0
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	16
● CLEANOUTS INSTALLED	3
● SEWER MAIN CLEANED	3,484LF
● SERVICE LATERALS CLEANED	495LF
● SERVICE CALLS	107



- LOCATES 82
- FLUSHED ALL DEAD END LINES ONE TIME
- FLUSHED ALL HYDRANTS ON HYDRANT LIST
- FLUSHED EXTRA HYDRANTS IN SOUTH SMITHFIELD TWICE PER WEEK TO HELP IMPROVE RESIDUES
- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 3 TIMES PER WEEK

## MAJOR EXPENSES FOR THE MONTH

- PURCHASED NEW CCTV CAMERA FOR SANITARY SEWER

## PERSONEL UPDATES

- BRANDON WALLACE TURNED IN HIS RESIGNATION
- COMPLETED INTERVIEWS FOR THE UTILITY MECHANIC POSITIONS AVAILABLE

## UP COMING PROJECTS FOR THE MONTH OF AUGUST

- RELOCATE SEWER SERVICE TO THE NEUSE LITTLE THEATER (JOCO)
- REPLACE AERIAL SEWER AT CHICK-FIL-A , THE PILINGS IN THE CREEK ARE DAMAGED. WAITING ON ALL BIDS TO BE TURNED BACK IN.
- PREPARING TO START THE AMI PROCESS. TURNED IN ORDER FOR METER QUOTES FROM AMI FOR METERS AND BOXES.



## **MONTHLY WATER LOSS REPORT**

**JULY 2016**

**$\frac{3}{4}$ " LINE-1/16" HOLE- 3 HRS**

**$\frac{3}{4}$ " LINE – 1/16" HOLE -3 DAYS**

**$\frac{3}{4}$ " LINE-1/8" HOLE-3 DAYS**

**$\frac{3}{4}$ " LINE- 1/8" HOLE-5 HRS**

**(2) 5/8" METER LEAKING AT WASHER**

**2" LINE- 1/8" HOLE – TWO DAYS**

**Smithfield Water Plant**  
Distribution Sampling Site Plan

**Hydrant Flushing**

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	07/11/16	3.4	15	5310	10	North Street	7/7/16	4	15	15930	
Computer Drive	07/11/16	3.4	15	5310	10	West Street	7/7/16	3.4	15	17620	50
Castle Drive	07/11/16	3.4	15	5310	10	Regency Drive	7/7/16	3.4	15	19500	60
Parkway Drive	07/15/16	3.4	15	15930	40	Randers Court	7/7/16	3	15	15930	40
Garner Drive	07/11/16	3.4	15	7965		Noble Street	7/7/16	3	15	15840	
Hwy 210 LIFT ST.	07/14/16	3.4	15	7965		Fieldale Dr#1(L)	7/27/16	2	15	15930	40
Skyland Drive	07/14/16	3.4	15	5310	10	Fieldale Dr#2(R)	7/27/16	2	15	15930	40
Braford Street	07/14/16	1.4	15	7965		Heather Court	7/27/16	4	15	7965	40
Kellie Drive	07/15/16	2.2	15	7965		Reeding Place	7/27/16	3	15	7965	40
Edgewater	07/14/16	1.2	15	7965		East Street	7/28/16	3.4	15	15930	40
Edgecombe	04/17/16	1.2	15	159480	40	Smith Street	7/28/16	3.4	15	15930	
Valley Wood	07/15/16	2	15	15930	40	Wellons Street	7/28/16	3.4	15	15930	40
Creek Wood	07/15/16	1.8	15	15930		Kay Drive	7/14/16	1.3	15	9750	15
White Oak Drive	07/15/16	1	15	5310	10	Huntington Place	7/14/16	2.6	15	10095	
Brookwood Drive	07/15/16	1	15	5655	5	N. Lakeside Drive	7/14/16	2.6	15	9435	15
Runnymede Place	07/14/16	2.2	15	5310	10	Cypress Point	7/14/16	2.6	15	8715	12
Nottingham Place	07/14/16	2.4	15	5310	10	Quail Run	7/14/16	2.6	15	10095	
Heritage Drive	07/15/16	1.2	15	5310	10	British Court	7/14/16	2.5	15	11550	
Noble Plaza #1	07/14/16	0.6	15	5310	10	Tyler Street	7/14/16	2.6	15	19500	60
Noble Plaza #2	07/14/16	0.8	15	5310	10	Yelverton Road	7/14/16	2.6	15	15930	40
Pinecrest Street	07/14/16	0.6	15	5310	10	Ava Gardner	7/14/16	1	60	95980	
S. Sussex Drive	07/14/16	2.6	15	7965		Waddell Drive	7/11/16	3	15	5310	10
Elm Drive	07/11/16	3.4	15	5310	10	Henly Place	7/11/16	2	15	8715	12
Braford Street	07/14/16	1.40	15	7965		Birch Street	7/11/16	2.2	15	8715	12
Coor Farm Supply	07/11/16	2.00	15	5080		Pine Street	7/21/16	2	15	9750	15
Old Goldsboro Rd,	07/11/16	2.00	15			Oak Drive	7/21/16	2	15	9430	14
Hillcrest Drive	07/06/16	3.4	15	10620	10	Cedar Drive	7/21/16	2	15	5310	10
Eason Street	07/06/16	3.2	15	15930	40	Aspen Drive	7/22/16	2	15	8715	12
Magnolia circle	07/06/16	3	15	7965		Furlonge Street	7/11/16	3	15	8715	12
Rainbow Drive	07/06/16	3.8	15	19500	60	Golden Corral	7/11/16	3	15	10080	16
Rainbow Circle	07/06/16	3.8	15	19500	60	Holland Drive	7/14/16	1.9	15	9750	15
Moonbeam Circle	07/06/16	3.8	15	19500	60	Davis Street	7/11/16	3.5	15	8715	12
Ray Drive	07/06/16	3	15	31860	40	Caroline Ave.	7/11/16	3.5	15	5310	10
Will Drive	07/06/16	3.2	15	31860	40	Johnston Street	7/11/16	3	15	7965	15
Michael Lane	07/07/16	4	15	7965	40	Ryans	7/14/16	1	60	63720	
Ward Street	07/07/16	3.2	15	15930	40						



**Town of Smithfield  
Water Treatment Plant**

All figures are in MGD.

Jul-16  
Plant Totals

Date	Rate of Flow	Hrs. Operated	Raw Treated	Finish Metered	Plant Useage	Finish to Dist. System	% of RAW TREATED TO SYSTEM
1	3.25	23.5	3.110	2.550	0.1070	2.443	78.55
2	3.25	24.0	3.250	2.950	0.1080	2.842	87.45
3	3.25	24.0	3.240	2.660	0.1040	2.556	78.89
4	3.25	24.0	3.260	2.930	0.1070	2.823	86.60
5	3.50	23.5	3.340	2.930	0.1050	2.825	84.58
6	3.50	23.0	3.320	2.820	0.1030	2.717	81.84
7	3.50	23.5	3.390	2.970	0.1160	2.854	84.19
8	3.50	24.0	3.540	3.040	0.1080	2.932	82.82
9	3.50	22.5	3.330	2.820	0.1070	2.713	81.47
10	3.50	23.5	3.450	2.890	0.1120	2.778	80.52
11	3.50	23.0	3.400	3.080	0.1120	2.968	87.29
12	3.50	24.0	3.500	3.170	0.1130	3.057	87.34
13	3.50	24.0	3.530	3.280	0.1140	3.166	89.69
14	3.75	24.0	3.710	3.130	0.1160	3.014	81.24
15	4.00	24.0	4.040	3.420	0.1140	3.306	81.83
16	4.00	23.5	3.870	3.360	0.1150	3.245	83.85
17	4.00	24.0	4.030	3.140	0.1100	3.030	75.19
18	4.00	24.0	3.990	3.320	0.1140	3.206	80.35
19	4.00	22.5	3.790	3.300	0.1150	3.185	84.04
20	4.00	23.0	3.830	3.250	0.1160	3.134	81.83
21	4.00	23.0	3.850	3.290	0.1140	3.176	82.49
22	3.80	24.0	3.810	3.286	0.1180	3.168	83.15
23	3.80	24.0	3.810	3.490	0.1160	3.374	88.56
24	3.80	24.0	3.780	3.290	0.1140	3.176	84.02
25	3.80	24.0	3.810	3.370	0.1160	3.254	85.41
26	3.80	23.5	3.740	3.380	0.1180	3.262	87.22
27	3.80	24.0	3.860	3.280	0.1170	3.163	81.94
28	3.80	24.0	3.790	3.440	0.1200	3.320	87.60
29	3.80	24.0	3.810	3.450	0.1140	3.336	87.56
30	3.80	24.0	3.790	3.390	0.1160	3.274	86.39
31	3.80	24.0	3.780	3.310	0.1110	3.199	84.63
Total	114.25	734.0	112.750	97.986	3.490	94.496	83.81
Avg	3.69	23.7	3.637	3.161	0.113	3.048	
Max	4.00	24.0	4.040	3.490	0.120	3.374	
Min	3.25	22.5	3.110	2.550	0.103	2.443	