



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, August 2, 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 AUGUST 2, 2016
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations: None

Citizens Comments:

Consent Agenda Items:

1. Approval of Minutes: July 12, 2016 – Regular Meeting
July 12, 2016 – Closed Session (Under Separate Cover).....1

2. **Special Event: Touch a Truck** – The Junior Women’s League of Smithfield, Inc. is seeking approval to conduct an event on November 12, 2016 between the hours of 8:00 am and 4:00 pm at the 200 block of south Third Street. This event will have amplified sound between the hours of 10:00 am and 2:00 pm along with food vendors. The applicant is also seeking permission to close the 200 block of South Third Street
(Planning Director – Paul Embler) See attached information.....11

3. **Special Event: Community Day and Book Bag Drive** – The Venomous Ryderz Motorcycle Club is seeking approval to conduct a special back to school event on August 13, 2016 between the hours of 11:00 am and 3:00 pm at Smith Collins Park. This event will have amplified sound and free refreshments. The applicant is also requesting permission this be approved as an annual event.
(Planning Director – Paul Embler) See attached information.....15

4. **Consideration and Approval of a contract renewal with Lane Lawn Care for Town Right of Ways, I-95 Exits and the Water Plant.**
(Public Works Director – Lenny Branch) See attached information.....21

5. **New Hire Report**
(Human Resources Director/ PIO – Tim Kerigan) See attached information.....31

Business Items

1. **Consideration and approval to enter into an agreement with Expert Global Services to provide online utility bill payment services.**
(Finance Director – Greg Siler) See attached information.....33

2. **Consideration and approval to purchase the second sludge press**
(Public Utilities Director – Ted Credle) See attached information.....53

3. **Consideration and approval to adopt the Wayfinding System**
(Town Manager – Michael Scott) See attached information.....69

Public Hearings:

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.**
(Town Manager – Michael Scott & Town Attorney – Robert Spence, Jr.)
See attached information.....101

2. **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.
(Planning Director – Paul Embler) See attached information.....115

Councilmember’s Comments

Town Manager’s Report

- Manager’s Report (Will be provided at the meeting)
- Financial Report138
- Department Reports.....140

Adjourn

Consent Agenda

The Smithfield Town Council met in regular session on Tuesday, July 12, 2016 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor Pro-Tem Emery D. Ashley presided.

Councilmen Present:

M. Andy Moore, Mayor 8:06
Marlon Lee, District 1
Travis Scott, District 3
Roger A. Wood, District 4
Ted Credle, Public Utilities Director
John A. Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent

J. Perry Harris, District 2

Administrative Staff Present

Michael Scott, Town Manager
Jim Freeman, Interim Town Manager
John Blanton, Fire Chief
Lenny Branch, Public Works 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 Scott followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

- Remove Consent Agenda Item #2: *Special Event – Street Crusade: The Applicant, Andrea Hinnant of Blessed by God Ministries, was seeking approval to hold a street crusade (parade) with amplified sound on Saturday, July 16, 2016 from the hours of 11:00 am until 2:00 pm. This was removed at the request of the applicant*
- Remove Consent Agenda Item #9: *Approval of an agreement renewal with Lane Lawn Care for Town right of ways, I-95 exits and Water Plant facilities. This item will be placed on the August 2, 2016 agenda.*

Unanimously approved.

PRESENTATIONS:

1. Life Savings Awards presented to Lt. Ryan Sheppard and Officer Sean Cook.

Mayor Pro-Tem Ashley and Interim Chief of Police R. Keith Powell presented Lieutenant Ryan Sheppard and Officer Sean Cook with Life Saving Awards for their actions on January 30, 2016 that resulted in the saving of a life.

PUBLIC HEARING:

1. Conditional Use Permit request by Grodproductions (CUP-16-04)

Town Clerk Shannan Williams affirmed those that wished to offer testimony during the Public Hearing.

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

Planning Director Paul Embler addressed the Council on a request by Grodproductions. The applicant was requesting a conditional use permit to conduct a studio for the performing arts on property located within a B-2 (Business) zoning district. The property considered for approval was located on the south

side of East Market Street approximately 200 feet southeast of its intersection with Brightleaf Boulevard. The property is further identified as Johnston County Tax ID # 15027026.

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the July 12, 2016 agenda packet.

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

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

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

Mayor Pro-Tem Ashley asked if there were any comments/questions from those that had been duly affirmed to offer testimony.

The applicant Gerald Sanders stated that he was in agreement with the testimony offered by Mr. Embler.

Mayor Pro-Tem Ashley asked if there were any questions from Council.

Councilman Wood questioned if the applicant had any discussions concerning the proposed business with the resident that is located above the studio. Mr. Sanders responded that he had spoken with the resident and assured that there would be no adverse effects to the resident.

Councilman Scott questioned if the applicant was in agreement with the Planning Board's hours of operation recommendation. Mr. Sanders responded that those times worked well for him.

Councilman Lee questioned if the applicant has any discussions with the funeral home that is adjacent to the property. Mr. Sanders stated that he would speak with the owner of the funeral home. He further explained that he would be very respectful and limit his operation during funeral services.

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

The Written Finding of Facts

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.

Councilman Dunn made a motion, seconded by Councilman Lee, to vote in the affirmative to all of the below Finding of Facts. Unanimously approved

Finding One of Four: Approved

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

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

Finding Two of Four: Approved

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

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

Finding Three of Four: Approved

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

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

Finding Four of Four: Approved

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

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

Record of Decision: Approval of Conditional Use Permit Application # CUP-16-04

Councilman Scott made a motion, seconded by Councilman Lee, that 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 moved to approve Conditional Use Permit Application # CUP-16-04 with the Planning Board's recommendation to limit the hours of operation to 12:00 pm – 9:00 pm. Unanimously approved.

CITIZENS' COMMENTS:

- Paul Embler on behalf of Greater Vision Worship Center & the Church of God of Prophecy requested that the Council allow the church to hold a special event on July 31, 2016 at Smith Collins Park. Mr. Embler explained that the request was submitted to the Town after the agenda had been distributed to the Council. Karin Villa of Greater Vision Worship Center explained that there would be a short service with amplified sound followed by a picnic and fun day.

Councilman Rabil made a motion, seconded by Councilman Wood, to approve the Special Event Request to be held on July 31, 2016 in Smith Collins Park between the hours of 8:00 am and 4:00 pm. Unanimously approved.

- Antoine Williams of 306 Cedar Drive questioned if there would be any type of buffer or barrier on Old Goldsboro Road between the residence and the business that is being constructed.

Planning Director Paul Embler explained that the business owner had submitted a site plan that includes a buffer with a screen wall at the rear of the property to include a combination of plant materials and a wood/brick wall. Mr. Embler further explained that the plant material at full maturity would create a natural screen between the residence and the business on Old Goldsboro Road. Mr. Embler provided a copy of the site plan to those in attendance.

- Michael Reddick of 3433 Dutchman Road, Raleigh NC questioned the amount of funds that were reported to have been spent at Smith Collins Park.

Town Manager Michael Scott responded that he would provide Mr. Reddick with a copy of the accounting of expenditures for improvements at Smith Collins Park.

- Tim Johnson of 206 Walnut Drive expressed his appreciate to the Town Manager for conducting the Government in Touch meeting in the East Smithfield District. Mr. Johnson explained that a lot of parks in Smithfield had been neglected due to funding. He suggested that the Town devise a plan to improve all the parks in Smithfield. He suggested that the Town consider revising the Parks Master Plan.

CONSENT AGENDA:

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

1. Approved the following Minutes:

May 23, 2016 – Budget Work Session
June 1, 2016 – Budget Work Session
June 7, 2016 – Regular Meeting
June 7, 2016 – Closed Session
June 20, 2016 – Budget Work Session

2. Special Event –Smith Collins Park Softball Games: The applicant, Marlon Lee, gained approval to hold community softball games with amplified sound every Sunday from July 17, 2016 until September from the hours of 4:00 pm until 9:00 pm. in Smith Collins Park.
3. Career Ladder Promotion – Public Utilities/Water Plant: Approval to promote a Water Plant Trainee to the position of Water Plant Operator I due to obtaining class C certification. Certification was obtained August 27, 2015, therefore back pay in the amount of \$1,149.20 to be paid in addition to the salary increase.
4. Approval of an agreement with One Source Document Solutions in the amount of \$25,580.00 to update the Laserfiche software.

(Attached by reference and made a part of these official minutes is a copy of the approved agreement with One Source Document Solutions.

*A copy is on file in the Office of the Town Clerk
Agreement – 2016: One Source Document Solutions – Laserfiche)*

5. Approval of an agreement with Municipal Code Corporation to perform a legal review of the Town's Code of Ordinances.

(Attached by reference and made a part of these official minutes is a copy of the approved agreement with Municipal Code Corporation

*A copy is on file in the Office of the Town Clerk
Agreement – 2016: Municipal Code Corporation)*

6. Approval of an agreement renewal with Grid One Solutions to perform utility meter reading services.

*(Attached by reference and made a part of these official minutes is a copy of the approved agreement with Grid One Solutions
A copy is on file in the Office of the Town Clerk
Agreement – 2016: Grid One Solutions)*

7. Approval of an agreement renewal with Lane Lawn Care for Parks and Recreation facilities.

*(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 – Parks and Recreation Facilities)*

8. Approval of Amendments to the Fee Schedule.

*(Attached by reference and made a part of these official minutes is a copy of the approved 2016-2017 Fee Schedule
A copy is on file in the Office of the Town Clerk
Budget Ordinance & Fee Schedule – FY 2016-2017)*

9. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Firefighter I	Fire	10-5300-0200	\$14.88/hr (\$32,497.92/yr)
Police Officer I	Police	10-5100-0200	\$15.27/hr (\$34, 143.72/yr)
Pump Station Mechanic	PU – Water/Sewer	30-7220-0200	\$13.49/hr (\$28,059.20/yr)
P/T Laborer	PU – Water/Sewer	30-7220-0200	\$8.00/hr
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$9.00/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$10.00/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$15.00/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$17.50/hr

Unanimously approved.

BUSINESS ITEMS:

1. Approval of Resolution # 590 (17-2016) Conveyance of Surplus Property to the Town of Wilson's Mills

Interim Chief of Police R. Keith Powell addressed the Council on a request to allow the Police Department to surplus 2 K-9 cages retrofitted to the Chevrolet Impala patrol vehicles. Chief Powell explained that these cages cannot be used in the new K-9 vehicles because they are constructed to fit a specific vehicle. Chief Powell further explained that the Wilson's Mills Police Department has sought consideration that these items be conveyed to their governmental unit enabling them to begin a K-9 program in their Municipality. NCGS 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration.

Councilman Scott made a motion, seconded by Councilman Rabil, to approve the request and Resolution #590 (17-2016). Unanimously approved.

TOWN OF SMITHFIELD RESOLUTION # 590 (17-2016)
Approving Conveyance of Property to
Another Unit of Government in North Carolina
Pursuant to NC G.S. 160A-274

WHEREAS, the Town of Smithfield owns 2) K-9 cages that were fitted for the Police Department's Chevrolet impala vehicles that were utilized by the K-9 Officers; and

WHEREAS, the Town of Smithfield can no longer utilize this property because new vehicles were purchased for the K-9 Officers and the cages are built specific for the new vehicle; and

WHEREAS, the Wilson's Mills Police Department has express interest in this property to begin a K-9 Program in their Municipality; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, the Town of Smithfield has determined that it is in the best interest of the Town to convey the K-9 cages to the Town of Wilson's Mills, and deems it wise to do so for no consideration.

THEREFORE, THE SMITHFIELD TOWN COUNCIL RESOLVES:

1. The Town of Smithfield hereby conveys to the Town of Wilson's Mills the following property: 2) K-9 cages
 2. The property herein described shall be conveyed for no consideration.
 3. The Mayor or his designee is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.
- 2. Bid Award to T & D Solutions for the installation of the additional transformer at the Brogden Road Substation in the amount of \$181,111.00**

Public Utilities Director Ted Credle addressed the Council on a request to award the bid to T & D Solutions for the installation of the additional transformer at the Brogden Road Substation. Mr. Credle explained that plans and specifications were developed by Booth & Associates and Town Staff for the installation of the second transformer at the Brogden Road substation. These bid documents were dated June 13, 2016. Bid advertisements were then issued on June 10 for a bid opening on June 28, 2016, for this project. Bids were opened at 2:00 p.m. on June 28, 2016. Bids were received from T&D Solutions, Inc. in the amount of \$181,111.00 and from Coastal Power in the amount of \$274,680.00.

It was staff's recommendation to award the bid to T & D Solutions in the amount of \$181,111.00.

Councilman Scott questioned if T & D Solutions had previously performed work for the Town. Mr. Credle responded they had.

Councilman Dunn a motion, seconded by Councilman Wood, to award the low bid to T&D Solutions, Inc. for the installation of the transformer and associated equipment at the Brogden Road substation, per the project plans & specifications, in the amount of \$181,111.00. Unanimously approved.

3. Bid Award to Lekson Associates for the purchase of the relay cabinet at the Brogden Road Substation in the amount of \$ 34,082.00.

Public Utilities Director Ted Credle addressed the Council on a request to award the bid to Lekson Associates for the purchase of the relay cabinet for the Brogden Road Substation in the amount of \$34,082.00. Mr. Credle explained that plans and specifications were developed by Booth & Associates and Town Staff for the purchase of the second relay cabinet for the second transformer at the Brogden Road substation. These plans were dated May 5, 2016. Bid advertisements were then issued on June 10 for a bid opening on June 28, 2016, for this project. Bids were opened at 2:00 p.m. on June 28, 2016. Bids were received from the following: Lekson Associates in the amount of \$34,082.00; Kemco Industries in the amount of \$35,672.00; and Atlantic Power Sales in the amount of \$ 3,137.00

It was staff's recommendation to award the bid to Lekson Associates in the amount of \$34,082.00

Councilman Wood made a motion, seconded by Councilman Dunn, to award the bid to Lekson Associates for the purchase of the relay cabinet at the Brogden Road substation, per the project plans & specifications, in the amount of \$34,082.00. Unanimously approved.

4. Downtown Smithfield Development Corporation request to refinance Streetscape Loan for a lower interest rate payment and consider alternative options on arrears. Update on the 2006 Streetscape Loan

Interim Town Manager Jim Freeman provided the Council with an accounting of the 2006 USDA Streetscape Loan. Finance Director Greg Siler explained Mr. Siler explained that in 2006, at the request of the Downtown Smithfield Development Corporation (DSDC), the Town of Smithfield borrowed \$250,000 for streetscape improvements. The loan was to be repaid by DSDC over 30 years at 4.25% with annual payments of \$15,125. He further explained that in 2012, the DSDC Executive Director Chris Johnson requested that three years of payments to the streetscape loan be forgiven to allow for repairs to the completed at the Hastings House. At that time, the Council decided to defer one payment. This was never conveyed to the DSDC. The DSDC did not make the three payments for which they believed had been forgiven. Mr. Siler explained that once the discrepancy was discovered, the DSDC provided the following three options:

1. Forgive the missed payments, recognizing the value added to Town property (Hastings House) through DSDC's improvements.
2. Add the missed payments to the end of the loan and reduce the rate of interest, thereby reducing the amount of the annual payment.
3. Have DSDC pay the missed payments, then reduce the rate of interest and lower the remaining payments.

DSDC Executive Director Sarah Edwards explained that the DSDC would not have completed any of the improvements to the Hastings House if the board had known that the streetscape payments had not been forgiven.

Mr. Siler explained that this loan was paid off by the Town in 2016. He further explained that the Town could refinance the principal balance amount of \$221,961.30 at an interest rate of 2.25% for the remaining term of 24 years. The DSDC's annual payment would be reduced by \$3,052.78 for an annual payment of \$12,072.22. This would save the DSDC \$73,266.72 over the remaining life of the loan.

Councilman Scott made a motion, seconded by Councilman Wood to have the DSDC pay the two missed payments in the amount of \$ 30,250 and refinance principal balance amount 221,961.30 at an interest rate of 2.25% for the remaining term of 24 years. Unanimously approved.

5. Approved the purchase property located at 116 South Fifth Street

Town Manager Michael Scott addressed the Council on a request to purchase the property located at 116 South 5th Street. The Town Manager explained that during previous discussions with the Town Council, Town staff was given authority to negotiate the purchase of property at 116 South 5th Street, Smithfield. The Town Manager met with the property owner and had negotiated a price of \$25,000 to purchase the property in its present condition. Demolition of the house and outbuilding must take place on the property as soon as feasible after taking ownership. It was recommended the Town purchase the property, as 116 South 5th Street shares property boundaries on all sides with Town owned property. The property would be necessary for future expansion of the police department or to add additional parking for either the police or fire personnel. The Town Manager further explained that money was originally placed into the police department budget (\$35,000) for matching funds for two traffic officers. The Town has since received notice that the department was not successful in its grant application. A budget amendment accompanied this request to use this \$35,000 for the purchase of the 116 South 5th Street property and the necessary demolition of the buildings.

Councilman Rabil made a motion, seconded by Councilman Wood, to approve the purchase of the property located at 116 South Fifth Street in Smithfield in the amount of \$25,000. Unanimously approved.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Rabil, to approve the budget amendment for the purchase of the property and the demolition of the current dwelling. Unanimously approved.

July Budget Amendment

1. Expenditures				
10-5100-0201	Police – Traffic Grant Team/Equip	\$35, 000	\$(35,000)	\$ 0
10-5100-7400	Police- Capital Outlay	\$154,500	\$35,000	\$189,500
		\$189,500	\$0	\$189,500

To fund the purchase and demolition of property (116 S. Fifth Street) next to police department

Councilmembers Comments:

- Councilman Lee offered condolences to the families of James Holder, Nezzie Sanders and Ronald Cox. Mr. Lee expressed his appreciation to everyone that attended the Government in Touch District 1 meeting at Johnston Community College.
- Councilman Scott stated that a Government in Touch meetings should be held in all Town districts.
- Mayor Moore explained that he had just returned from Covington, GA where he and others from the area met with local officials. He explained that this area was very similar to Smithfield and the local officials of Covington had been very successful in the growth and development of the Town.

Town Manager's Report:

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

- Police Chief Hiring Process– Questionnaires have been sent and a second review will be completed by mid –July.
- The Police Department Traffic grant – The Town was recently notified that it did not receive this grant.
- The new website was recently launched.
- Three firefighters have been hired

- Smithfield Crossings Project – The final reimbursement of \$250,000 has been submitted. Once received, this will close out the project.

Councilman Lee questioned if there was any progress on the Pine Acres buffer. The Town Manager responded that the Town's Engineer has spoken with Mr. Etheridge and they will meet within the next coming weeks.

- **Department Reports**

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

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

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to go into closed session pursuant to NCGS 143-318.11 (a) (6) to discuss several personnel matters. Unanimously approved at 8:15.

Reconvene in Open Session:

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Scott, to reconvene in open session. Unanimously approved at 10:17pm.

Adjourn

There being no further business, Councilman Dunn made a motion, seconded by Councilman Rabil, to adjourn the meeting. Unanimously approved.

The meeting adjourned at approximately 10:18 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk



Request for City Council Action

**Consent
Agenda
Item:** **Special
Event**
Date: 8/2/16

Subject: Touch a Truck
Department: Planning
Presented by: Paul Embler
Presentation: n/a

Issue Statement: Sarah Edwards with the Junior Women’s League of Smithfield is requesting permission to conduct a special event titled “Touch a Truck”.

Financial Impact: None to the Town, may positively affect business owners in that it will bring more people downtown.

Action Needed”: Town Council approval to conduct the event and to close the 200 block of South Third Street.

Recommendation: The Planning Department recommends approval of the event; as well as, waiving the \$100.00 permit fee due to nonprofit status.

Approved: City Manager City Attorney

Attachments:

Application



Staff Report

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

The Touch a Truck event is planned for November 12, 2016 from 8 am to 4 pm. There will be amplified sound/music from 10 am to 2 pm. The event is planned to be held on the 200 block of South Third Street. The event will require a street closing.

The event will not only involve many different types of trucks but will include construction equipment, race cars, tractors, and farm equipment. As part of the even the public Library will be conducting a craft event, the Boys and Girls Clubs will have an activity set up beside their bus. Other activities will include bounce houses, face painting, etc. It is proposed to have food trucks selling food. All food trucks will be permitted through the Johnston County Department of Environmental Health.

The First Baptist Church, the First Presbyterian Church and the County have also granted permission to utilize their parking lots for the event.

No security is requested.



Temporary Use Permit Application

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

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

TYPE OF EVENT

PERMIT FEE \$50.

- 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 _____

Touch a Truck Name of Event 200 block of S. Third Street Location of Event (exact street address)

Applicant name Sarah Edwards E-mail address dsdc.sarah@aol.com

Address 200 S. Front St. Smithfield, NC 27577 Zip 27577

Day phone (919) 934-0887 Mobile phone (919) 796-2899

Event set-up/start time/date 8am on 11/12/16 Event clean-up/end date/time 4pm on 11/12/16

Sound amplification hours 10am - 2pm Will food or goods be sold? Yes

Security provided by Smithfield Police or private security (describe duties): not needed

Private agency name & phone, if applicable: _____

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

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

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

Sarah Edwards Applicant's name (print) [Signature] Signature 6/29/2016 Date

PLEASE RETURN THIS PERMIT TO INSPECTIONS AND PERMIT DEPARTMENT WITH ^{\$100.00} \$50.00 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: 8/2/16

Subject: Community Day and Book Bag Drive (Special Event)
Department: Planning
Presented by: Paul Embler
Presentation: n/a

Issue Statement A motorcycle club the Venomous Ryderz mc asks permission of Council to conduct a special back to school event for the children of Smithfield titled "Community Day and Book Bag Drive", on August 13, 2016.

Financial Impact No financial impact to the Town

Action Needed Approval by the Town Council

Recommendation: The Planning Department recommends approval of the event; as well as, waiving the \$100.00 permit fee due to nonprofit status.

Approved: City Manager City Attorney

Attachments:

Application
Event narrative
Flyer



Staff Report

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

The motorcycle club is seeing to provide a community day and assist in providing book bags and supplies to students returning to school. The motorcycle club would like to conduct the event from 11 am to 3 pm on Saturday August 13, 2016. Set up for the event would begin at 10 am and clean up being completed by 4 pm. There will be amplified sound and music for the event. Hot dogs and lemonade will be provided for free. A bounce house is planned along with snow cones, face painting, dancing and games.

The event is proposed for Smith-Collins Park. The park has been reserved though the Smithfield Parks and Recreation Department for the event.

Since this is the second annual event the Council is asked to approve the event as an annual event to be scheduled, coordinated and approved with staff for future years providing there is no change of format or venue.

No security is required or requested for the event.



Temporary Use Permit Application

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

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

TYPE OF EVENT

PERMIT FEE \$100.

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

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

2nd Annual Community Day
 Name of Event

Smith Collin's Park, East Lee St. Smithfield
 Location of Event (exact street address)

Applicant name John Williamson E-mail address JCW7269@Hotmail.com

Address 145 Jordan Narran Rd. Selma, N.C. Zip 27576

Day phone 919-631-8563 Mobile phone 919-631-8563

Event set-up/start time/date 10:00am ^{setup} 11:00am ^{start} Saturday Aug 13th Event clean-up/end date/time 3:00pm ^{End}

Sound amplification hours 11:00am - 3:00pm Will food or goods be sold? Free Hot dogs

Security provided by Smithfield Police or private security (describe duties): No need for Security, but are welcome

Private agency name & phone, if applicable: _____

Will any Town property be used (i.e., streets, parks, greenways)? just Smith Collin's 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.

John Williamson
 Applicant's name (print)

[Signature]
 Signature

Aug-17-2016
 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)

Attention: The Town of Smithfield, Town Council,
and whomever this may concern:

The Venomous Ryderz mc, a local sport bike club from Smithfield, N.C. would like your approval for our event "2nd Annual Community Day and Book bag Drive" to be held on August 13th 2016 from 11a.m. -3p.m. at the Smith Collins Park, East Lee Street, Smithfield. We were informed of the need for book bags and school supplies for the children of the community. This is one of our ways in given back. We have many sponsors in the community helping us with this cause, donating bounce houses, hotdogs, drinks, and supplies. We had a great turn out last year and everything went well. We even ran out of supplies to give out, so this year we are trying to make it even better and have more supplies to give out to the ones who need it. Hopefully there will be bounce houses, snow cone machine, face painting, a small pa system for music and dancing, games, free hot dogs and lemonade. Thank you for your support in this approval. If any other information or questions are needed, please contact John Williamson 919-631-8563. Thank you.

2nd Annual Community Day

& BACK TO SCHOOL Drive

Hosted by:

Venomous Ryderz MC

Saturday August 13th from 11am-3pm

Smith Colln's Park | E Lee Street | Smithfield, NC 27577

**Music,
Free Food,
Back Packs**

while supplies last!

Sponsored by:

Charles' Cabinets
"Since 1981"
Inc.

LIMITED ACCESS

BARBERS



479-515-1508
Smithfield, NC

GIDDENS
CONSTRUCTION

Sanders
Funeral Home



A-1 Home Storage
of Smithfield, LLC





Request for City Council Action

Consent **Grounds**
Agenda **Maintenance**
Item: **Agreement**
Date: 8/2/2016

Subject: Grounds Contract for Public Works, Water Plant and I-95 Exits

Department: Public Works

Presented by: Lenny Branch

Presentation: N/A

Issue Statement

The Public Works Department is requesting to enter an Agreement between the Town of Smithfield and Lane Lawn Care for the FY 2016-2017, this agreement is renewable for 2 years on an annual basis.

Financial Impact

These funds were included in the FY 2016-2017 Adopted Budget. Total cost \$35,000.

Action Needed

A motion to approve the agreement with Lane Lawn Care for landscape services on DOT Right of Ways, the Water Plant and I-95 exits specified in attached agreement and authorize the Town Manager to execute the agreement on behalf of the Town.

Recommendation

Award the bid to Lane Lawn Care for the landscape maintenance of the DOT Right of Ways, the Water Plant and I-95 exits

Approved: City Manager City Attorney

Attachments:

1. I-95 Exit Bid Tabulation
2. Lane Lawn Care Grounds Maintenance Agreement



Staff Report

Consent **Grounds**
Agenda **Maintenance**
Item: **Agreement**

This agreement is renewable for 2 years on an annual basis. The contract will consist of cutting the DOT Right of Way areas, Water Plant and I-95 exits which are specified in the attached contract. Quotes were sought for the DOT Right of Ways and the Water Plant mowing in 2014, with an annual renewable contract until July, 2019. Lane was the successful bidder in 2014. Contracted rates remain unchanged. Exit 93 and 95 of Interstate 95 were included in this year's contract so estimates were received for the additional mowing of I-95. Nine (9) quote forms were sent out to our bidders list contractors with only five (5) returned. Lane Lawn Care submitted the lowest quote for the services. Quote tabulations for services are attached.

Funds for all the above services were budgeted in the FY 2016-2017 adopted budget. The Contracted prices are within the budgeted amount.



PUBLIC WORKS DEPARTMENT

**Town of Smithfield
I-95 at Exit 93 and
I-95 at Exit 95**

Vendor	Contact	Total Bid / Annually
Barefoot & Associates	Scott Reeder	No Bid
ChemPro of Johnston County	Matthew Pearce	\$31,652
Even Cut Lawn Care & Landscaping	John	No Bid
Bobby Hardee Landscaping	Bobby Hardee	\$36,100.20
Kim Johnson	Kim Johnson	No Bid
US Lawns of Triangle	David Williams	\$16,056
Lane Lawn Care	Mark Lane	\$12,000
Chuck Lee DBA CLS Lawncare	Chuck Lee	\$21,600
Tru Green	Mark Burgess	No Bid

Nine vendors were contacted for the I-95 grass cutting and maintenance project. The lowest estimate is from Lane Lawn Care at \$12,000 annually.



State of North Carolina

County of Johnston County

This agreement made and entered into this 2nd day of August, 2016, by and between the Town of Smithfield (hereinafter "Smithfield" or "Town") and Lane Lawn Care, Inc. (hereinafter "Lane Lawn Care").

I. DUTIES

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

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

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

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

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

II. SPECIFICATIONS

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

Group 1

Water Plant, Reservoir, 2 Water Tanks

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

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

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

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

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

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

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

Group II

Right-of-Ways

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

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

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

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

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

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

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

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

Group III

I-95 Exits (Exit 93 and 95)

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

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

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

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

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

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

III. TERM

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

IV. OTHER REQUIREMENTS

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

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

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

V. MISCELLANEOUS

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

words and phrases in this instrument shall be construed to include the singular and plural number, and the masculine, feminine or neuter gender, as the context requires.

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

To **Town of Smithfield:**

Town of Smithfield
Attn: Town Manager
350 East Market Street
PO Box 761
Smithfield, NC 27577

To **Lane Lawn Care:**

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

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

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

By: Town of Smithfield, NC

By: Lane Lawn Care, Inc.

Title: Town Manager

Title: Owner

Name: Michael L. Scott
(Print)

Name: Mark Lane
(Print)

Sign: _____

Sign: _____

Approved as to Form:

Town Attorney, Robert Spence, Esq.

This instrument has been preaudited in the manner required by the NC Local Government Budget and Fiscal Control Act.

Greg Siler, Finance Director
Town of Smithfield, NC



Request for City Council Action

**Consent
Agenda
Item:** New Hire
Report
Date: 8/2/2016

Subject: New Hire Report
Department: Human Resources
Presented by: Tim Kerigan
Presentation: N/A

Issue Statement

Per Policy, upon the hiring of a new or replacement employee, the Town Manger or Department Head shall report the new/replacement hire to the Council on the Consent Agenda at the next scheduled monthly Town Council meeting.

Financial Impact

N/A

Action Needed

The Town Council is asked to acknowledge that the Town has successfully filled the vacancies in accordance with the Adopted FY 16-17 Budget.

Recommendation

N/A

Approved: City Manager City Attorney

Attachments: None



Staff Report

**Consent New
Agenda Hire
Item: Report**

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>
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

Business Items



Request for City Council Action

Business **Online**
Agenda **Bill Pay**
Item **Agreement**
Date: 8/2/2016

Subject: Online Bill Pay Contract Consideration
Department: Finance
Presented by: Greg Siler
Presentation: New Business

Issue Statement: Due to the need for a new online utility bill pay provider, eight companies were considered to provide such service. Expert Global Services (EGS) offered the lowest per transaction cost of \$3.00 to be paid by the customer.

Financial Impact: None for the Town

Action Needed: A motion to approve the two-year agreement between the Town of Smithfield and Expert Global Solutions for online utility bill payments and to authorize the Town Manager to execute the agreement on behalf of the Town.

Recommendation: Approve the two year agreement with Expert Global Solutions

Approved: City Manager City Attorney

Attachments:

1. Comparison Spreadsheet
2. EGS Processing Agreement



Staff Report

Business **Online**
Agenda **Bill Pay**
Item: **Agreement**

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 NCO from charging the \$2.45 transaction fee. As a result, for nearly two years our customers have enjoyed online bill pay with no transaction fee. NCO has since sold our contract to Expert Global Solutions (EGS) and our contract expires September, 2016.

In our search for a new online bill pay provider eight companies were considered; including our current online provider NCO/EGS (see attachment A). NCO/EGS is once again offering the lowest transaction fee (\$3.00). 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. Said another way, customer data cannot be viewed using NCO/EGS, so the customer would need to provide 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 transaction/convenience fee of \$3.00 per transaction is charged (recommended to be paid by the customer). A toll free number will also be available for customers who don't have access to a computer or prefer to call in payments.

6200 Bills per month
 Avg Bill Approx. \$188
 700-800 Users per month

ONLINE BILL PAY COMPARISON

Provider	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)	\$1,500	\$2.45 Flat Fee	\$700	2 Days	Yes	2 Yrs	Yes		No
New Offer Expert Global Solutions, Inc. (EGS) Amy Leventry: 215.347.1212 or 814.659.3077	N/A	\$3.00 Flat Fee	\$700	2 Days	Yes	2 Yrs	Yes	Yes	No
Voice Data Solutions Kevin Fraizer: 919.277.1205	N/A	2.25 Percent (\$4.23 On \$188) \$3.95 Debit Card \$2.00 E Checks	No Limit \$750 No Limit	2 Days	Yes	1 Yr	yes	Yes	Yes
ACI Max Bisschop:678.628.2467	N/A	\$4.25/Credit Cards \$3.50/Debit Cards \$1.00/E-Check or \$3.95/E Check Verification	\$500	2 Days	Yes		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 Hiatt: 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		

PROCESSING AGREEMENT

This Agreement, ("Agreement") is made and entered into between PayNow, Inc. ("Vendor") and Town of Smithfield ("Client") effective as of the ___ day of _____, 2016 ("Effective Date").

Recitals

WHEREAS, Client desires to operate a program to collect balances owed to Client by Client's customers ("Consumers");

WHEREAS, Vendor is in the business of providing integrated payment services through its and/or third-party software ("Software") and services.

WHEREAS, Client and Vendor desire to establish a relationship under the terms set forth in this Agreement pursuant to which Vendor shall provide services ("Services") as described herein.

NOW THEREFORE, Vendor and Client agree as follows:

1. **SERVICES.** The Services provided by Vendor to Client shall be as described in the ADDENDUM attached hereto and made a part hereof ("Services").
2. **TERM.** The Initial Term of this Agreement shall be for a period of two (2) years, commencing on the Effective Date. The Agreement will automatically renew for additional consecutive one (1) year periods (each a "Renewal Term"), unless:
 - 2.1. Either party provides the other party written notice of its intention not to renew the term one hundred and twenty (120) days prior to the end of the Initial Term or the Renewal Term; or
 - 2.2. The term is extended to reflect the start date of service on ADDENDUM.
 - 2.3. Notwithstanding the above, either party may terminate this Agreement for cause due to a breach of this Agreement if the breaching party fails to cure the breach within thirty (30) days after receipt of written notice from the non-breaching party.
3. **GRACE PERIOD.** The Grace Period begins on the Effective Date and ends on the date set forth in ATTACHMENT A. If no date is set forth in ATTACHMENT A, then no Grace Period shall apply.
4. **EFFECTS OF TERMINATION.** Upon termination, Vendor shall cease accepting payments from the Consumers at the agreed upon time, and shall promptly submit to Client all payments received to date in accordance to the funding conditions in the ADDENDUM and in ATTACHMENT A, along with a complete accounting thereof, and all Consumer records compiled in the provision of the Service. All credit, debit, or ATM PINless Debit transactions charge backs and checking or savings account returns will continue to be invoiced by Vendor to the Client for a period not to exceed (2) two years, if such charge backs or returns have been drawn from an Vendor account.
5. **SET-UP CHARGES.** The "Set-up Charges" defined within ATTACHMENT A will be invoiced directly to the Client as set forth in ATTACHMENT A. If no time frame is established in ATTACHMENT A, then Set-Up Charges will be invoiced after the development effort has commenced.
 - 5.1. When "Set-up Charges" in ATTACHMENT A – Pricing Addendum, Section A-4 Payment Services Menu are indicated as included within the Service and/or Convenience Fee, these "Set-up Charges" will not be separately invoiced to the Client, unless either of the following occurs:
 - a) The Agreement is terminated prior to completion of the agreed upon Initial Term; or
 - b) The total volume of actual transactions during the Initial Term is lower, by thirty percent (30%) or more, than the Anticipated Monthly Volume of transactions, as set forth in Attachment A, multiplied by the number of months in the Initial Term,
 - 5.2. "Set-up Charges" will be invoiced based on the deficiency in monthly volume of transactions during the Initial Term.
6. **PAYMENT OF FEES.** In consideration for the Services, Client shall pay Vendor the fees set forth in ATTACHMENT A, attached hereto and made a part hereof. Such fees shall be paid by Client except as otherwise specified in ATTACHMENT A. For all fees payable by Client, Vendor may deduct fees from Client's

total funds prior to transfer of funds to Clients' bank account, if such fees have been drawn from a Vendor account. If Vendor's fees are not deducted from funds transferred by Vendor to Client, Client shall pay amounts invoiced by Vendor for the Services, and Client's payment shall be due thirty (30) days from date of invoice. If Client fails to pay invoiced amounts within such thirty-day period, the unpaid balance on such invoice will accrue interest at the rate of one and one-half percent (1.5%) per month (18% annually) or, if lower, at the highest rate allowed under applicable law.

7. INDEMNITY

- 7.1. Client agrees to indemnify, defend (with counsel of Client's choice who is reasonably satisfactory to Vendor) and hold harmless Vendor and its officers, directors, employees and/or agents from and against any and all claims, causes of action, demands, judicial and administrative proceedings, liabilities, errors, damages, costs and expense (including court costs) relating to any payment transaction or Client account losses of any type whatsoever that may arise as a result of Client's negligent acts or omissions (or those of Client's employees or agents) in connection with this Agreement (including the ADDENDUM, the attachments, and/or exhibits hereto), or Client's breach or non-performance of its obligations thereunder, Vendor may, at its option and its expense, participate through its own counsel in the defense of any such action or proceeding hereunder.
- 7.2. Vendor shall indemnify, defend (with counsel of Vendor's choice who is reasonably satisfactory to Client) and hold harmless Client and its officers, directors, employees and/or agents from and against any and all claims, causes of action, demands, judicial and administrative proceedings, liabilities, errors, damages, costs and expenses (including court costs) incurred by Client that result from (i) Vendor's negligent acts or omissions (or that of Vendor employees or agents) in the performance of this Agreement, and/or Vendor (or Vendor employees' or agents') breach or non-performance of its obligations thereunder (ii) any final and non-appealable judicial determination or a judicial determination that is not appealed in the time allowed therefore, that (a) use of the Service in accordance with this Agreement (including the ADDENDUM, attachments, and/or exhibits hereto) and violates applicable state or federal law, or that (b) Vendor is not authorized to license the Vendor Software. Client may, at its option and its expense, participate through its own counsel in the defense of any such action or proceeding hereunder.

8. CONFIDENTIAL INFORMATION

During the term of this Agreement, either party (the "Disclosing Party") may communicate to the other party (the "Receiving Party") information (Confidential Information") to enable the Receiving Party to carry out its obligations hereunder. The Receiving Party will hold in strict confidence and will not release, disclose or use any of the Confidential Information except as specifically provided in this Agreement. The restrictions set forth in this section shall not apply to, to the extent that such information is shown to be or to have become (i) generally available to the public other than as a result of a disclosure of such Confidential Information by the Disclosing Party, (ii) previously known to Receiving Party, prior to its receipt from Disclosing Party, (iii) independently developed by Receiving Party without use of the Confidential Information, or (iv) acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to the Disclosing Party not to disclose such information.

- 8.1. The Receiving Party will (i) treat as secret and confidential all information communicated by the Disclosing Party in any form whatsoever (including, but not limited to, written, oral or electronic) whether or not specifically identified as Confidential Information, (ii) not make available any report, recommendation and/or document produced for the Disclosing Party to any person, firm, corporation or third party and will treat any such report, recommendation and/or document as Confidential Information, and (iii) use Confidential Information only for the Disclosing Party's benefit.
- 8.2. At the request of the Disclosing Party at any time and upon termination of this Agreement, the Receiving Party will promptly (i) deliver to the Disclosing Party or certify to the Disclosing Party the destruction of all materials and documents containing Confidential Information, as well as all materials and documents produced using Confidential Information, in the possession of the Receiving Party (whether prepared by the Disclosing Party or otherwise) and the Receiving Party will not retain any copies, extracts or other reproductions, in whole or in part, of such materials and documents, and (ii) destroy any and all documents, memoranda, notes and other writings prepared by the Receiving Party to the extent they summarize, contain or are based upon any Confidential Information. Such return or destruction,

however, shall not abrogate the continuing obligations of the Receiving Party under this Agreement. In the event the Receiving Party determines that the return or destruction of Confidential Information is infeasible, the Receiving Party shall notify the Disclosing Party of the conditions that make the return or destruction infeasible. Upon mutual agreement of the parties that the return or destruction of the Confidential Information is infeasible, the Receiving Party shall extend the protections of this Agreement to such Confidential Information and limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible for so long as the Receiving Party maintains such Confidential Information. It is understood that information sent in an intangible or electronic format cannot be removed, erased or otherwise deleted from archival systems (also known as "computer or system back-ups") but that such information will continue to be protected under the confidentiality requirements contained in this Agreement. Notwithstanding anything to the contrary contained herein, the Recipient may retain an archival copy of any document for its permanent records to the extent required by applicable law or regulation or the Recipient's document retention policy. The rights and obligations of the parties under this Agreement will survive any return, destruction or retention of Confidential Information.

- 8.3. The Receiving Party hereby acknowledges that if any breach of this Section 8 occurs, the Disclosing Party may be irreparably and immediately harmed and that monetary damages may be inadequate. Accordingly, in addition to any other remedy to which it may be entitled in law or equity, the Disclosing Party shall be entitled to seek an injunction or injunctions to prevent breaches of, and/or to compel specific performance of this Section 8 and the Receiving Party will not oppose the granting of such relief on the basis that monetary damages are adequate.
 - 8.4. Confidential Information disclosed to the Receiving Party remains the sole and exclusive property of the Disclosing Party. Nothing herein shall be construed as granting to the Receiving Party a license under any patent, copyright, trademark or trade secret rights of the Disclosing Party.
 - 8.5. Neither party will disclose to the other party any information with respect to which it owes a third party an obligation of confidence. If such obligation impairs such party's ability to perform its obligations hereunder, such party shall so advise the other party without revealing any information subject to the obligation.
 - 8.6. Client agrees and understands the Services and information provided by Vendor regarding the production of pre-authorized checks is Vendor Confidential Information. In addition, Client agrees not to duplicate, transfer, copy, distribute, reproduce or assign the Vendor Software or Services or related information thereto in any way whatsoever to any entity or person, directly or indirectly, during the term of the Agreement and after the termination of this Agreement.
 - 8.7. Except as otherwise provided herein, the provisions of this Section 8 shall survive the termination or expiration of this Agreement. In the event of any breach of this Section, the non-breaching party may immediately terminate this Agreement upon written notice to the breaching party.
9. **INTELLECTUAL PROPERTY.** Neither party has any right in or to the other party's trademarks and/or trade names or any other intellectual property. Neither party shall use the other party's trademarks and/or trade names in any manner whatsoever without first obtaining the other party's written approval and consent.
 10. **INDEPENDENT CONTRACTOR STATUS.** Vendor is an independent contractor of the Client. Nothing herein shall be deemed or construed by the parties hereto or by any third party as creating any other relationship (including, but not limited to, principal and agent, master and servant, employer and employee, franchiser or franchisee or joint venture) whatsoever, and neither party has any express or implied authority to create or assume any obligation on behalf of the other.
 11. **DISCLAIMER OF WARRANTIES.** VENDOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.
 12. **DISPUTE RESOLUTION/ARBITRATION.** Any disagreements which arise between the parties hereto relating to this Agreement, or any breach thereof which the parties do not first settle on an informal basis within 120 days from the date written notice of the dispute is tendered, may be settled by arbitration in accordance with rules of the American Arbitration Association. The decision of the arbitrator shall be binding on both parties.
 13. **RELIANCE ON INFORMATION PROVIDED.** Vendor shall rely on the accuracy of all information provided to Vendor by Client. Client shall promptly inform Vendor of any such incorrect data or information. Client shall



bear the cost of correction and pay any damages arising there from if the correction of such data results in costs to Vendor that exceed those incurred in the process of routinely receiving and preparing correct data for normal usage.

- 14. **NOTICE.** All notices or other communications required or permitted to be given or delivered under this Addendum shall be sent to the addresses below or as may be modified by either party in writing to the other. Delivery of such notices shall be by email confirmed by overnight courier or registered, return-receipt-requested, mail:

If to Vendor:

Dina Sha'altiel
Dina.Shaltiel@ncogroup.com
VP, Operations
PayNow, Inc.
400 Horsham Road, Suite 130
Horsham, PA 19044

With a copy to:

Christy O'Connor
Chief Legal Officer
EGS Financial Care, Inc.
5 Park Plaza, Suite 1100
Irvine, CA 92614

If to Client:

To be completed by Client

With a copy to:

To be completed by Client

Or, to such other address(es) as either party may designate to the other by notice pursuant to this Section.

- 15. **LIMITATION ON LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, ARISING OUT OF THIS AGREEMENT EXCEPT AS SUCH DAMAGES ARE AWARDED TO A THIRD PARTY COVERED BY EITHER PARTY'S INDEMNITY OBLIGATIONS IN SECTION 7. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, NEITHER PARTY'S LIABILITY FOR COSTS OR DAMAGES (IF ANY) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL EXCEED THE GREATER OF THE AGGREGATE FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE SIX MONTHS PRIOR TO THE DATE OF DISCOVERY OF THE CLAIM (EXCEPT THAT NOTHING IN THIS PARAGRAPH WILL EXCUSE CLIENT FROM ITS OBLIGATION TO PAY ALL AMOUNTS PAYABLE TO VENDOR FOR SERVICES RENDERED HEREUNDER).



16. **TAXES.** All taxes, fees, assessments and other governmental impositions which are levied upon, assessed against or required to be paid by either party by reason of or in connection with Vendor's performance under this Agreement, except for taxes on Vendor's net income, will be paid by Client and the fees charged do not include such amounts.
17. **ASSIGNMENT.** No interest or right of either party under this Agreement shall be assigned or transferred in any manner by such party for any reason whatsoever without the prior written consent of the other party. It is agreed that Vendor may assign or subcontract all or a portion of the Software or Services to be provided by one or more third parties under the Agreement, provided Vendor remains responsible for its obligations hereunder.
18. **SEVERABILITY AND HEADINGS.** Both parties agree that the provisions of this Agreement are severable, and should any of the provisions be deemed invalid, then only that provision shall fail and the remainder of this Agreement shall remain in full force and effect. The parties will use their best efforts to substitute a provision of like economic intent and effect for the invalid, illegal or unenforceable provision. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation or construction.
19. **NON-INDUCEMENT.** During the term of this Agreement and for a period of one (1) year thereafter, neither party will without the prior written consent of the other, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit, divert or hire away, any person employed by the other, whether or not such employee is a full-time, part-time or temporary employee and whether or not such employment is pursuant to a written agreement, is for a determined period or is at-will, provided, however, that the parties shall not be restricted in any general solicitation for employees or public advertising of employment opportunities not specifically directed at any such persons and provided further that the parties shall not be restricted in hiring any such person who responds to any such general solicitation or public advertisement.
20. **ENTIRE AGREEMENT.** This Agreement and all attachments and exhibits herein included constitute the entire Agreement and understanding between the parties hereto and shall not be modified or altered except by written instrument duly executed by the parties hereto.
21. **WAIVER.** A failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to execute any plan which is herein provided, or to require at any time performance of any of the provisions herewith, shall in no way be construed to be a waiver of such provision of this Agreement.
22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the conflicts of law principles thereof. The parties shall fully comply with all applicable federal, state and local laws and regulations in performing their respective obligations hereunder.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed
 This ___ (day) of _____ (Effective Date).

Client:	Town of Smithfield	Vendor:	PayNow, Inc.
By:		By:	
Name:		Name:	
Title:		Title:	



ADDENDUM

To Processing Agreement effective as of the ___ day of _____, 2016 ("Effective Date").
between Town of Smithfield_(Client) and PayNow, Inc. (the "Agreement")

This Addendum (the "ADDENDUM") is made and entered into between **PayNow, Inc.** ("Vendor") and Town of Smithfield ("Client")

Recitals

WHEREAS, Vendor and Client wish to set forth in this ADDENDUM a description of the Services to be provided by Vendor to Client pursuant to the Agreement first referenced above between the parties effective ___ day of _____, 2016;

NOW THEREFORE, Vendor and Client agree as follows:

1. To the extent necessary for Client to use the Services, a license is granted by Vendor to Client to use the Software for purposes of facilitating the production and processing of pre-authorized payments (the "License"). Vendor shall determine what Software shall be licensed, if any. The License granted is strictly limited to use in accordance with this Agreement, shall terminate on expiration of this Agreement, and is subject entirely to the provisions and restrictions of any other agreements between Vendor and any other party governing the License and uses thereof. Client agrees it will not attempt to modify or reverse engineer the Software, nor will Client sell or sublicense any Software or Services. Vendor represents and warrants that Vendor has full right and authority to enter into this Agreement with Client and to grant the License described herein to Client and to provide Client with the Service described herein. Unless otherwise stated, there is no limit to the number of Client's computers on which the Software may be accessed from, and the License granted herein is applicable to each such location as well as to any and all future software releases and updates provided to Client by Vendor as part of the Service hereunder.
2. Vendor will provide all future Software releases and updates that it provides generally to its clients.
3. Vendor will provide training of Client personnel and provisioning of User's Guide materials, to facilitate the Client's ability to utilize the Service.
4. Vendor will provide Client support for the Services, including, but not limited to, reasonable access to Vendor representatives, and reasonable telephone support available during Client's normal business hours.
5. Vendor will provide Client support, including, but not limited to, assisting the Consumers who contact Vendor by providing the Consumers with information, answering Consumers' questions and providing reasonable help to the Consumers.
6. Vendor may provide additional Service, as defined in any mutually agreed addenda executed by the parties to this Agreement.
7. The parties will comply with all laws, rules and regulations that are applicable to it in connection with making the Service available to the Consumers, including, but not limited to OFAC, Regulations Z and E., NACHA Regulations, All Credit and Debit Card association regulations, and obtain or make all Consumer applications, authorizations and disclosures required to be used in connection with this Service.
8. The parties will retain reasonable, accurate and authentic records of Consumer authorization to production and processing of a pre-authorized payment, which shall, at a minimum, include identification of the parties involved, the date of the authorization, and notes regarding Consumer's authorization; a record of these files shall be retained for a period of twenty-four (24) months from the date of data entry with the ability to retrieve a specific authorization within twenty-four (24) hours.
9. Vendor is utilizing a PCI Compliant payment processing system where; this PCI certification encompasses Vendor payment processing facilities. To maintain end-to-end PCI certification facilities outside of Vendor processing domain, a separate certification may be required for payment processing areas outside of Vendor's domain.
10. Client will implement effective internal control and monitoring mechanisms to ensure that each Service transaction is clearly explained to the Consumers and documented; Client shall allow audit reviews by Vendor of such procedures, upon reasonable notice.



11. Client will respond immediately to and attempt to resolve all consumer complaints and disputes arising from or relating to a Service transaction, and will reasonably cooperate with all parties connected with such complaint or dispute.
12. Client will notify Vendor and Vendor will notify Client, promptly as specified within section 14 NOTICE of any unauthorized, illegal or fraudulent usage of Service of which it has knowledge.
13. As applicable, Client will provide hardware and software systems, associated peripheral equipment and communications facilities meeting Vendor specifications to implement the Service.
14. As Applicable, Client will provide and transmit, as necessary, a data file to Vendor to be processed by the Service in a format as agreed to by the Vendor and the Client.
15. Client is responsible for all credit, debit, or ATM PINless Debit charge-backs in addition to check and ACH returns, and disputes related to the actual Consumer transaction. Client will inform its Consumers of the bill payment plan offered by Vendor within a reasonable amount of time.
16. Client will not charge a service charge to its Consumers for the use of credit, debit, or ATM PINless Debit card transactions.
17. Client will not communicate any language characterizing any convenience fee as a credit, debit, or ATM PINless Debit transaction service charge.
18. Client is responsible for all banking charges, credit, debit, or ATM PINless Debit charge-backs in addition to check and ACH returns, and disputes related to the actual consumer transaction unless stipulated otherwise within this agreement.

PAYMENT METHOD ACCEPTANCE

Vendor will accept the following payment methods on behalf of Client, and for each of the payment methods indicated, Vendor is responsible for:

- Payment processing provided for all Returns and Charge Backs
- Initiate daily depository banking fulfillment of all payment transactions
- Maintaining abuse files and records to prevent fraudulent or abusive payments
- Maintaining a record of all approved and returned payments in a centralized database
- Make available, electronically, daily and/or monthly account activity reports and/or files on all payments processed, regardless of payment type.

Remotely Created Check - To enable acceptance of Remotely Created Paper Checks drawn against the Consumer's checking or savings account and credit to the Client's designated financial institution account.

Vendor Responsibilities

- Make available, a current ABA Transit/Routing numbers for bank routing number verification.
- Initiate depository banking fulfillment, if required: transmission of a print file, or Express Mail Service resulting in delivery of completed check(s) within one (1) business day.

Automated Clearinghouse Association (ACH) - To enable acceptance of electronic debit payments drawn against the Consumer checking or savings account and credit to the Client's designated financial institution account.

Vendor Responsibilities

- Provide an updated database of all ABA/transit numbers for bank routing number verification.
- Initiate depository banking fulfillment by the creation and transmission of a standard NACHA formatted transaction file to the Client directed financial institution resulting in debits to the Consumers' checking or savings account and a credit to the Clients' directed DDA at the latest available window, using commercially reasonable efforts to achieve optimal funding for the Client.

Client's Responsibilities

- When applicable, execute an ACH Addendum – with the Client designated financial institution "ACH Processor's Agreement", a copy of which is attached and incorporated herein by reference.

Credit & Debit Card - To enable acceptance of credit or debit including Visa, Master Card, Discover and Diners Transactions drawn against the Consumer's card account and credit to the Client's designated financial institution account.

Vendor Responsibilities

- Provide real-time transaction processing
- Submit necessary transaction data to credit/debit card network for the purpose of authentication.
- Initiate card settlement process daily by directing the credit card processor to settle the card activity for the day resulting in debits to the Consumers' card account and a credit to the Clients' designated DDA

ATM PINless Debit - To enable acceptance of ATM PINless debit transactions including but not limited to STAR, PULSE, NYCE, and ACCEL drawn against the Consumer's checking or savings account and credit to the Client's designated financial institution account.

PAYMENT PLATFORM ACCEPTANCE

Vendor will provide the following payment platforms for Client and/or Consumer use, and for each of the payment platforms indicated, Vendor is responsible for:

- Provide 24 by 7 service availability
 - Provide system uptime greater than 99%
 - Provide Training and Support as required
 - Provide a secure access portal for Clients and Consumers with a PCI acceptable level of encryption for all Web applications
- Client CSR Portal** - To provide desktop access for Client's authorized agents to accept Consumer payments
- Client Responsibilities**
- To provide a user list differentiating responsibilities i.e. representative, manager
 - To provide desktop and other equipment according to Vendor's specifications
- Consumer WEB** - To provide web access for Consumer payment processing.
- Vendor Responsibilities**
- To co-brand the web page with Client's logo
- Client Responsibilities**
- To provide a logo in Vendor specified format
 - To provide a direct link from Client's web page to Vendor's payment page
 - To provide a transfer of Consumer data (account number, name, service address, etc.) from Client site to Vendor
- IVR** - To enable automated telephone transactions using the specified payment methods.
- Vendor Responsibilities**
- To create and maintain all IVR services including scripts, communications, Vendor relationships, and other such related items.
 - Provide IVR services in both English and Spanish.
 - Allow customizable bulletin messages to provide specific notifications or instructions to Client's Consumers
- Client Responsibilities**
- To provide direct 800 number to Vendor IVR to Consumers
 - To transfers Consumers (via IVR or live agents) to Vendor's IVR
- PayNow Call Center Representatives** - To support customers not able to complete payments via the IVR or WEB platforms.
- Vendor Responsibilities**
- To provide trained representatives to assist customers with payments.
 - To cover all costs associated with telephone payments, including labor, communications, facility, desktop and other such costs.
 - To provide services from 8AM to 6PM Eastern Time, Monday through Friday and 8AM to 2PM Eastern Time, Saturday.
 - To provide such services from US Based locations.



IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed
This ____ day of _____, 2016 (Effective Date).

Client:	Town of Smithfield	Vendor:	PayNow, Inc.
By:		By:	
Name:		Name:	
Title:		Title:	

ATTACHMENT A – Pricing Addendum

Initial to indicate the type of service contracted below:

- Client CSR Vendor CSR Consumer WEB Client IVR Vendor IVR
 Card Processing Merchant Accounts Provided by: Client Vendor
 CC/DBT-VISA CC/DBT-Master Card CC-Discover CC-AMX
 VISA/Master Card (FSA) Flexible Spending Account & (HSA) Health Savings Account
 DBT STAR DBT NYCE DBT PULSE DBT ACCEL (Pre-qualification Required)
 CHECK ACH TEL ACH WEB ACH CCD ACH PPD

Section A-1 MINIMUM MONTHLY INVOICE

After the defined Grace Period of **90 Days**, Vendor requires a minimum monthly invoice of **\$1500.00**

Section A-2 Service Fees

This Convenience/Service Fee was calculated based upon the below criteria and Card Association prevailing Interchange rates. Each calendar month the contract is in force the below criteria will be reevaluated based on the actual transactions in that month. An updated Convenience Fee, if necessary will be in effect in the next calendar month, subject to Client's approval.

Client Per Transaction Service Fee (includes IVR)	<input checked="" type="checkbox"/>	\$ 3.00	Service Fee paid by the Client
Maximum Transaction Payment Amount	<input checked="" type="checkbox"/>	\$ 700.00	Used for security and fraud control purposes
Business Days Funding Transfer Target	<input checked="" type="checkbox"/>	02 Days	Required to transfer funds to Client bank account
Estimated Return/Charge Back Rate	<input checked="" type="checkbox"/>	<= 1%	Required by NACHA and Card Processors
Average CRC Transaction Dollar Amount	<input checked="" type="checkbox"/>	\$ 200.00	

<u>Transaction Payment Method</u>	
<u>Distribution</u>	
ACH	13.0%
Credit/Debit Card	87.0%

<u>Transaction Platform Method</u>	
<u>Distribution</u>	
IVR	75.0%
Web Portal	23.0%
PayNow CSR	02.0%

Section A-3 Optional Transaction Fees

Additional Service Fees:

- | | | | | | |
|--|----|--------------------------|----|-------|---|
| • Check printing by Vendor | 10 | <input type="checkbox"/> | \$ | 0.30 | In addition to transaction fee, as noted above |
| • Overnight shipment of checks | 11 | <input type="checkbox"/> | \$ | 20.00 | Charge per package delivered |
| • CRC Transaction Charge Back Cost | 12 | <input type="checkbox"/> | \$ | 10.00 | Charge for each returned ACH transaction |
| • ACH Transaction Return Processing Cost | 13 | <input type="checkbox"/> | \$ | 2.00 | Charge for each returned ACH transaction |
| • Payment confirmation, Email | 14 | <input type="checkbox"/> | \$ | 0.09 | Email offers a modifiable message (when required) |
| • Payment confirmation, bi-fold Postcard | 15 | <input type="checkbox"/> | \$ | 0.51 | Postcard offers a modifiable message (when required) |
| • Payment confirmation, single page Letter | 16 | <input type="checkbox"/> | \$ | 0.70 | Letter is 8.5 x 11 simplex (B&W) dual window envelope |
| • IVR/VRU Platform Transaction Fee | 17 | <input type="checkbox"/> | \$ | 0.50 | Charge for each successful IVR/VRU payment processed |

Section A-4 Payment Services Menu

Total fee based upon options selected below per business entity.
All fees represent standard product offerings, prices subject to change for custom requests.

<u>Payment Platform Options per Client Division:</u>	<u>Set-up</u>	<u>Monthly</u>	
• CLIENT Merchant ID Registration	20 <input type="checkbox"/>	\$ 195.00	- NA - Charge does not apply to CLIENT's initial Merchant ID
• Telephone Set-up & Training	21 <input type="checkbox"/>	\$ 495.00	- NA - Per Training Location (scheduling notice required)
• Electronic Posting/ Remittance File	22 <input type="checkbox"/>	\$ 995.00	- NA - Single programming project may support multiple divisions
• Gateway/API Payment Processing (PPI)	23 <input type="checkbox"/>	\$ 150.00	\$ 30.00 Single & Batch Mode Real-Time Payment Processing
• CSR Terminal Payment Processing (CSR)	24 <input type="checkbox"/>	\$ 150.00	\$ 30.00 Representative Payment Processing Terminal
• Batch Payment Processing (Batch)	25 <input type="checkbox"/>	\$ 295.00	\$ 30.00 Standard, subject to change for custom requests
• Integrated Web Processing (UnReg)	26 <input type="checkbox"/>	\$ 500.00	\$ 30.00 Standard, subject to change for custom requests
• IVR/VRU Interface Payment Processing	27 <input type="checkbox"/>	\$ 3,300.00	\$ 30.00 Standard Script, with Professional Voice Talent



IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed this ___ (day) of _____, 2016 (Effective Date).

Client:	Town of Smithfield	Vendor:	PayNow, Inc.
By:		By:	
Name:		Name:	
Title:		Title:	



ATTACHMENT C – CREDIT CARD AUTHORIZATION for AUTOMATIC PAYMENTS

Please complete the form below and
fax the completed form to (877) 284 – 1730

Company Name Town of Smithfield

Company ID _____

The Client authorizes Vendor to **AUTOMATICALLY** debit the card account named below. **Each debit will be made on the last business day of the month after the date of invoice** for the amount of the invoice that is due. Client acknowledges that the origination of ACH transactions to the account must comply with the provisions of U.S. law.

Card Name (i.e. Bank of America VISA, or American Express)

Card Client Service Phone Number (back of card)

Card Holder Name

Card Number

Card Expiration Date

Notification Email Address

This authorization is to remain in full force and affect until Vendor has received written notification from Client of termination in such time and manner as to afford Vendor a reasonable opportunity to act upon it. Delivery of notification must conform to the contractual requirements NOTICE section.

Authorized Signatory on Account - Printed Name

Signature

Date of Authorization

CONTRACT AMENDMENT
(131 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT ("Amendment") is made as of _____, 2016, by and among _____ ("Contractor"), and the Town of Smithfield ("Town").

RECITALS:

- A. Contractor desires to enter into a Contract with Town according to a form supplied, a boiler plate contract, 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 vender and independent contractor agreements submitted to the Town of Smithfield that would be too time consuming to redraft, this miscellaneous paragraph (subparagraphs a-n) is being inserted in Town Contracts and the provisions of this miscellaneous paragraph will control over all other provisions of the contract.
- b. **Merger and Modification.** This instrument constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. All negotiations, correspondence and memorandums passed between the parties hereto are merged herein and this agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.
- c. **Waiver.** No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.
- d. **Caption and Words.** The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this instrument. All words and phrases in this instrument shall be construed to include the singular and plural number, and the masculine, feminine or neuter gender, as the context requires.
- e. **Binding Effect.** This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- f. **North Carolina Law.** This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.

- g. Forum Selection. In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.
- h. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortuous conduct (including negligence) or any other legal theory.
- i. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- j. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- k. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- l. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.
- m. Contract Termination. The Town 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: _____



Request for City Council Action

**Business
Agenda
Item:** Purchase of
Second
Sludge
Press
Date: 8/2/16

Subject: Purchase of Second Sludge Press

Department: Public Utilities

Presented by: Ted Credle

Presentation: Business Item

Issue Statement

A second sludge press for the Water Treatment Plant has been approved by Town Council and quoted by the manufacturer.

Financial Impact

None – Approved in FY 2016-2017 budget

Action Needed

Approve purchase of second press so it can be installed with the first press – saving money on separate installation

Recommendation

Staff recommends the approval of the purchase of the second sludge press

Approved: City Manager City Attorney

Attachments:

Price quote/documentation from P. W. Tech



Staff Report

**Business
Agenda
Item:**

As part of the approved budget for the present fiscal year (2016-2017), 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 the 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 decision was made to order the second press now> the hope is 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, if approved, is within budget and within project specifications.

As previously discussed, the second press will add redundancy, reliability, and efficiency to the sludge removal process.



February 19, 2016

Mr. Pete Connet, Interim Utilities Director
Town of Smithfield
P.O. Box 761
Smithfield, NC 27577

Re: Award Recommendation
Sludge Dewatering Equipment Procurement
Town of Smithfield, NC
TWC No. 2698-BR

Dear Mr. Connet:

The bidding on the Sludge Dewater Equipment Procurement was conducted in two rounds. The first bidding round was advertised and had a bid opening date of February 8, 2016. One bid was received and was not opened. North Carolina bidding law does not allow opening of public bids if less than three bids are received. A second bid round was advertised with a bid opening on February 18, 2016. North Carolina bidding law does allow opening of fewer than three bids in the second bidding round. One bid was also received on the February 18, 2016 bid date.

Enclosed is the certified Bid Tabulation for the bids received on Thursday, February 18, 2016, for the above referenced project. One equipment supplier submitted their bid proposal for the equipment procurement. Process Wastewater Technologies, LLC, from Rosedale, MD, submitted the Lump Sum Bid Price in the amount of \$200,000.00.

Process Wastewater Technologies, LLC, is qualified to supply the required equipment. It is our understanding that the Town attorney will advise if the Town can proceed forward with the award. Therefore, we recommend that the Town of Smithfield make award of the contract based on Lump Sum Bid Price to Process Wastewater Technologies, LLC, in the amount of \$200,000.00, contingent on a favorable review by the attorney. It is our understanding that the Town has funds available for the project.

Attached is the Notice of Award for the Town's signature. The date can be hand written in the form once the Town Council approves the award. Once the Notice of Award is signed we will prepare the Contract Documents that we will be sending the bidder for execution. Should you have any questions concerning this recommendation or need additional information, please contact us.

Sincerely,

THE WOOTEN COMPANY
License No. F-0115

Carl Scharfe, P.E

Enclosures
c: Bid Tabulation

120 North Boylan Avenue
Raleigh NC 27603-1423

919.828.0531
fax 919.834.3589

**BID TABULATION
 SLUDGE DEWATERING PROCUREMENT
 TOWN OF SMITHFIELD
 SMITHFIELD, NORTH CAROLINA**

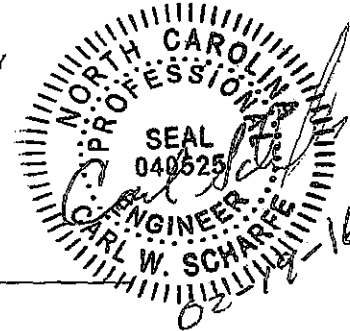
February 18, 2016 10:00AM

TWC No. 2698-BR

CONTRACTORS	BID BOND	ADD. #1	ADD. #2	ADD. #3	ADD. #4	BASE BID	REMARKS
<i>PW Tech</i>	<i>Cashiers</i>					<i>\$200,000</i>	
	<i>10,000K</i>						

This is to certify that the bids tabulated herein were publicly opened and read aloud at 10:00 a.m. on the 9th day of February, 2016, in the offices of the Town Smithfield located at 350 East Market Street, Smithfield, North Carolina, and that all said bids were accompanied by either a certified check or bidder's bond except as otherwise noted.

THE WOOTEN COMPANY
 120 N. Boylan Avenue
 Raleigh, NC 27603
 License No. F-0115



Carl Scharfe, P.E.



Volute Dewatering Press

SCOPE OF SUPPLY & BUDGET PRICE

PROCESS WASTEWATER TECHNOLOGIES, INC. ● 9004 Yellow Brick Rd, Suite. D, Rosedale, MD, 21237
 Phone: 410 238 7977 ● Facsimile: 410 238 7559 ● Email: vdp@PWTech.us ● Web: www.PWTech.us

To:	Dale Boyette	Date:	23 July 2015
Company	Smithfield, NC Public Utilities Dept. Smithfield Water Treatment Plant	PWT Project #:	VDP-NC15xxxx
Address:	515 North Second Street PO Box 761 Smithfield, NC 27577	Revision #:	00
		Rep:	Mechanical Equipment Co. Bob McCollum
Subject:	Proposal – Smithfield Water Treatment Plant Sludge Dewatering Screw Press		
Proposal Type:	Scope of Supply and Budget Price		
Revision Notes:			

Price and Scope of Supply for Sludge Screw Press – Model ES302(1) or ES302

PWTech is the named supplier for the subject equipment on the Durant, IA WWTP Up-Grades Project, bidding April 1, 2015. This document contains information on PWTech's specific Scope of Supply, along with notes that might be helpful in helping you understand more about the effort it will take to install this equipment. We will provide pricing in a separate quotation on Tuesday afternoon, March 31, no later than 2:00 pm CDST.

Scope of Supply: PWTech will Provide the following:

EITHER

- One Model ES302(1) Volute sludge dewatering screw press; This unit comes with 1 ea. 300 series (30 cm) dewatering drum but all of the rest of the unit is built to accommodate a second drum which can be added at any time in the future.

OR

- One Model ES302 Volute sludge dewatering screw press. This unit comes with 2 ea of the 300 series dewatering drums.

PLUS FOR EITHER OPTION:

- One Velodyne Model VM-5P-600-XOD polymer preparation/delivery system
- One Feed Pump, progressive cavity, 66 gpm max flow at 10 feet head
- One 1-1/2" Magnetic Flow Meter, flanged connections.
- One main control panel mounted on the dewatering press skid. PLC controls using Unitronics V570 combination PLC/HMI package.
- Full documentation of the project, including shop drawings, training materials and O&M manual.
- Field start-up services and plant operator training follow-up; two separate site visits of 2 to 4 days each.
- Shipping of the equipment FOB to job site in Smithfield, NC.

BUDGET PRICE

- | | |
|---|------------------|
| - ES302(1) as described herein, delivered FOB to plant | \$212,000 |
| - ES302 as described herein, delivered FOB to plant | \$295,000 |
| If the plant purchases the ES302(1) now, when they are ready to add the second Dewatering drum, the price will be the difference of these two numbers...; | \$ 83,000 |

Sizing and Unit Selection:

The customer reports hauling about 8 million gallons a year of 2-1/2% nominal solids content sludge from their alum based surface water treatment plant in Smithfield, NC. They would like to dewater this sludge to as dry a cake as possible, so that they can haul the cake to a local landfill. There were no discussions of peak month solids load, but it is not unusual for surface water treatment plants to have peak months where solids generation is 150% of the average month. So for purpose of this exercise, we consider loadings for a peak month of 1 million gallons of 2-1/2% sludge.

Management is willing to consider dewatering operations around the clock – '24/7'. But to help in the decision making process, we have calculated for the average month and peak month, the hourly solids processing capacity that is needed for processing the sludge quantities in 40 hours a week (one shift Mon-Fri), 80 hours a week (2 shifts Mon-Fri), 106 hours a week (6 am Mon continuous until 4 pm Friday), as well as the 168 hour / week '24/7' scenario. The average month sludge load is 138,900 pounds per month (32,054 lb/wk); the peak month load is 208,500 pounds per month (48,152 lb/wk). The hourly solids loading is then calculated for these combinations of scenarios as summarized in the table below:

Weekly Operating Hours	Average Month Load	Peak Month Load
40 hours – 07:00 to 15:00 daily		
80 hours – 07:00 to 23:00 daily	400	
104 hours – 07:00 mon to 15:00 Fri	310	
168 hours (24 hours/day, 7 days/wk)	190	290
120 hours (5 days/wk, 24 hr a day)		400

The capacity of a 300-series dewatering drum on surface water alum sludges is over 400 pounds an hour, as shown in operating installations and many pilot tests. The ES302(1) has the capacity to meet the current sludge production volumes, operating 80 hours a week in average months, and 120 hours a month in peak months. The ES302 can process the average month sludge production in 40 hours a week; the peak month production will require operating 60 hours a week.

Expected performance with either press is 20 to 30% cake dry solids content, 99+% solids capture in the cake, and polymer dosing that is 20 lb/dry ton or lower. All of this can be confirmed in pilot testing.

Notes on Dewatering Press, PWT Model ES302 or ES302(1) and Control System

Base unit supply

- The unit to be supplied will be an ES302(1) or an ES302. The only difference is that the ES302(1) is supplied with only one dewatering drum rather than two. The second drum can be added at any time in the future by removing a couple of face plates, bolting in the second drum, and adding wiring between the drum drive gear motor and the control panel.
- Press consists of a two-stage mixing tank, the first a flash mixing tank including gear motor and proprietary design mixing, the second a flocculation tank including gear motor, and 2 (or 1) x 300 Series Dewatering Drums each with a drive motor, filtrate collection pan and support frame. The two-stage flocculation has proven to provide better performance with improved cake solids of 1 to 5% and lower polymer use by as much as 25%, as compared to single stage tank mixing. The two stage tank mixing design has been shown in some applications to reduce polymer consumption by as much as 50% compared to in-line pipe mixing.
- The complete drums will be constructed of 304 stainless steel.
- More details are given below under the Control section, but the ES unit has a PLC-based control system and each motor is driven by a VFD. This allows the PLC to monitor operations and automatically adjust to any changing conditions, providing optimized dewatering automatically and under all conditions.

Construction

- The unit is all stainless steel.
- Stainless steel components are manufactured in Japan except the base frame and mixing systems. (Japan is a signatory to the World Trade Organization Government Procurement Agreement and so is considered equivalent to being American under the provisions of the ARRA)
- Electrical components are manufactured and tested prior to shipment to site in the United States, but are sourced on international markets
- Gear Drives are Nissei GTR gear motors utilizing heloid gear reduction. They are one piece construction and are sealed for life. They are supplied with explosion proof motors (TENC).

Electrical and Control

- Operation of the system is done via a Unitronics 570 Touch-screen PLC mounted on the control panel
- System will run on a single 208/240/480VAC, 3-phase, 60 Hz, power supply (client specified)
- Unit includes complete control system for unit and ancillary equipment including operation of the polymer preparation system and VFD control for feed pump. (Feed pump is not included in the scope unless specifically listed elsewhere).
- System may include interlocks for Conveyor start-up, shut down and E-stop. It can also be used to start the existing centrifugal sludge transfer pumps, while using the progressive cavity pump included in this scope of supply to control the feed rate to the Volute.
- Control panel is NEMA 4X rated manufactured in Stainless Steel type 304
- Control panel includes system running and system fault outputs to plant PLC/SCADA System
- Control system will include a magnetic flow meter and PID loop to allow operator to set the system flow, polymer dosing and sludge conveyor/cake pump operations.
- PLC has built in capability for Ethernet communications of all operating data to a central control or SCADA system, and can be monitored remotely.
- The VFDs used on each motor have the ability to monitor the power use, torque, and temperature of the motor, as well as the running condition. This data is transmitted to the PLC and the PLC is programmed to alarm if any of the parameters is exceeded for an extended time. If the sludge is getting too dry it can create a high frictional load, so if the motors on the screws begin to draw too much power, the VFD will automatically increase the speed of the screw to reduce time in the dewatering zone.

Wash Water Requirements

- Washing is an intermittent activity and can be done with water pressures as low as 20 psig.. The ES302 requires a flow of 10 gpm. During normal operations the housekeeping wash is applied for 15 to 20 seconds 3 to 8 times an hour, for total hourly flow requirements of 7.5 to 28 gal/hr. Flows and hourly consumption for the ES302(1) is one-half that of the ES302.

Weights and Dimensions

- The dry and running weights of either Volute press will be significantly less than that of the existing belt filter press.
- Either of the Volute presses requires a much smaller footprint that the belt filter press

UNIT	DIMENSIONS, INCHES L X W X H	WEIGHT, LBS EMPTY	WEIGHT, LBS OPERATION	WORKING AREA L X W X H, INCHES
ES302	135 X 60 X 68	2700	4000	261 x 130 x 110
ES302(1)	135 x 60 x 68	2100	3200	261 x 130 x 110

The working area assumes that the screw is pulled out of the dewatering drum to the front

Notes on VeloBlend Polymer Preparation Unit

Basis is VeloBlend Model VM-5.0P-600-XOD polymer preparation system consists of the following components:

Polymer Mixing Chamber

- A high energy, multi-zoned, hydro-mechanical mixing device designed to effectively activate, dilute and mix polymer and dilution water utilizing an impeller designed to produce variable intensity, back-flow mixing action to optimize polymer performance without damage to the polymer's molecular structure.
- Mixer Motor: ½ HP, 90 VDC, 1750 RPM, Wash-Down Duty with keyless shaft and left hand impeller mounting screw
- Mechanical Mixer Shaft Seal and Seal Flushing Assembly with ON/OFF Valve
- Velo-Check® neat polymer poppet style check valve specifically designed to isolate neat polymer and dilution water. The check valve shall be held in place by a quick release pin for easy assembly and disassembly
- Materials of construction are PVC and Lexan (Body), Viton, SS304 and ceramic (Seals) and SS304
- Pressure Rating: 100 psi

Neat Polymer Metering Pump

- A stainless steel & Viton progressive cavity metering pump shall be provided
- ½ HP, 2500 RPM, 90 VDC, TEFC Motor with 10:1 Gear Reducer
- Thermal type loss of polymer flow sensor
- Metering pump calibration assembly with isolation valves: (250 ml).
- Capacity of pump is 2-1/2 gal/jhr neat polymer. At 47% active and sp. gr. = 1.2, this feeds 11.75 #/hr of polymer, or up to 83 # active polymer per dry ton. Typical consumption for WAS is 20 to 25 #/dry ton.

Dilution Water Inlet and Solution Outlet Assembly

- Primary 60-600 GPH (1. to 10 gpm) controllable dilution water flow.
- 1" FNPT water inlet connection with Dilution Water ON/OFF Solenoid Valve
- Low differential pressure alarm switch
- 0-160 psi inlet water pressure gauge (stainless steel, liquid filled)

Electrical and Control

- Polymer preparation system is controlled and powered by the Volute Dewatering Press system control panel.
- A junction box on the polymer preparation skid is pre-wired to the polymer preparation components and designed for easy on-site connection to the main Volute system control panel.
- Junction box is NEMA 4X Stainless Steel, Type 304 and includes numbered terminal block & wires with terminal block legend.

Construction

- Frame and fasteners are 304 stainless steel. Frame is open design for access to all components and is designed for bolt-down installation.

Notes on Feed Pump

- Progressive Cavity, 66 gpm maximum flow at 15 ft TDH, 3" fnpt suction, 2" fnpt discharge.
- Construction – cast iron body, viton elastomers including stator, hard steel rotor. Packing on feed shaft.
- 3 hp, 480/240 v dual service wiring, TEFC construction, inverter compatible, high efficiency motor.



General Notes

Documentation:

Price includes all documentation including submittals (hard and electronic copies) and O&M Manuals (hard copy and electronic).

Start-up services:

Price includes the following start-up services -

- Start-up and training services for four (4) consecutive days (8 hours per day, Monday-Friday) of on-site services by a PWT field service engineer and/or manufacturer's representative including polymer and pump start-up service.
- Phone consultation regarding installation will also be provided.
- Should additional services be deemed necessary by the PURCHASER, the additional services can be procured from PWT on a per diem basis. The current rate is \$800 per day plus travel.

Items not included in this proposal

- Taxes, permits and bonding
- Any civil works including, but not limited to, any building works, construction of suitable foundations, and access structures.
- Installation including, but not limited to, mechanical, plumbing, and electrical hook-ups
- Unloading on site and storage

Delivery and Freight

- Submittals issued approximately four (4) weeks from receipt of written Purchase Order
- Delivery is approx. sixteen (16) weeks from receipt of written acceptance of Submittal documents
- Deliver to site for all components is **INCLUDED in the price.**

Governing Terms and Conditions and Warranty

- This budget price is subject to Process Wastewater Technologies, Inc. Standard Terms and Conditions and Standard Warranty as attached with the exception of the following:
 - No exceptions
- Payment Schedule
 - 30% - approved drawings
 - 60% - equipment ready to deliver notice
 - 10% project completion

ATTACHMENTS:

- ES302 GA Drawings and Specification Sheets
- PWTech Terms and Conditions and Standard Limited Warranty



PWT Volute Dewatering Press ES Series Specification Sheet

Does not include Polymer Dosing system Specifications

Model: **ES 302**

Capacities*:

Solids Throughput	700 dry pounds per hour
Feed Sludge Flow	70 GPM

Dewatering Drums

Drum size	12"
Drum Number	2

Overall Dimensions

Length	145"
Width	50"
Height	66"

Weights

Empty	2530 pounds (810kg)
Operating	4224 pounds (1290kg)

Drives

Dewatering Drum	2 x 0.4 kW	4-Pole motor, 750:1 Reduction, IP65
Flocculation Tank	0.4 kW	4-Pole motor, 60:1 Reduction, IP65
Mixing Tank	0.2 kW	4-Pole motor, 5:1 Reduction, IP 65

Total Power Use

1.4 kW

Connections

Influent Sludge	2"	Threaded NPT Socket
Effluent Filtrate	6"	ANSI 150 Flange
Drain	2"	Threaded NPT Socket
Water Inlet	3/4"	Threaded NPT Socket

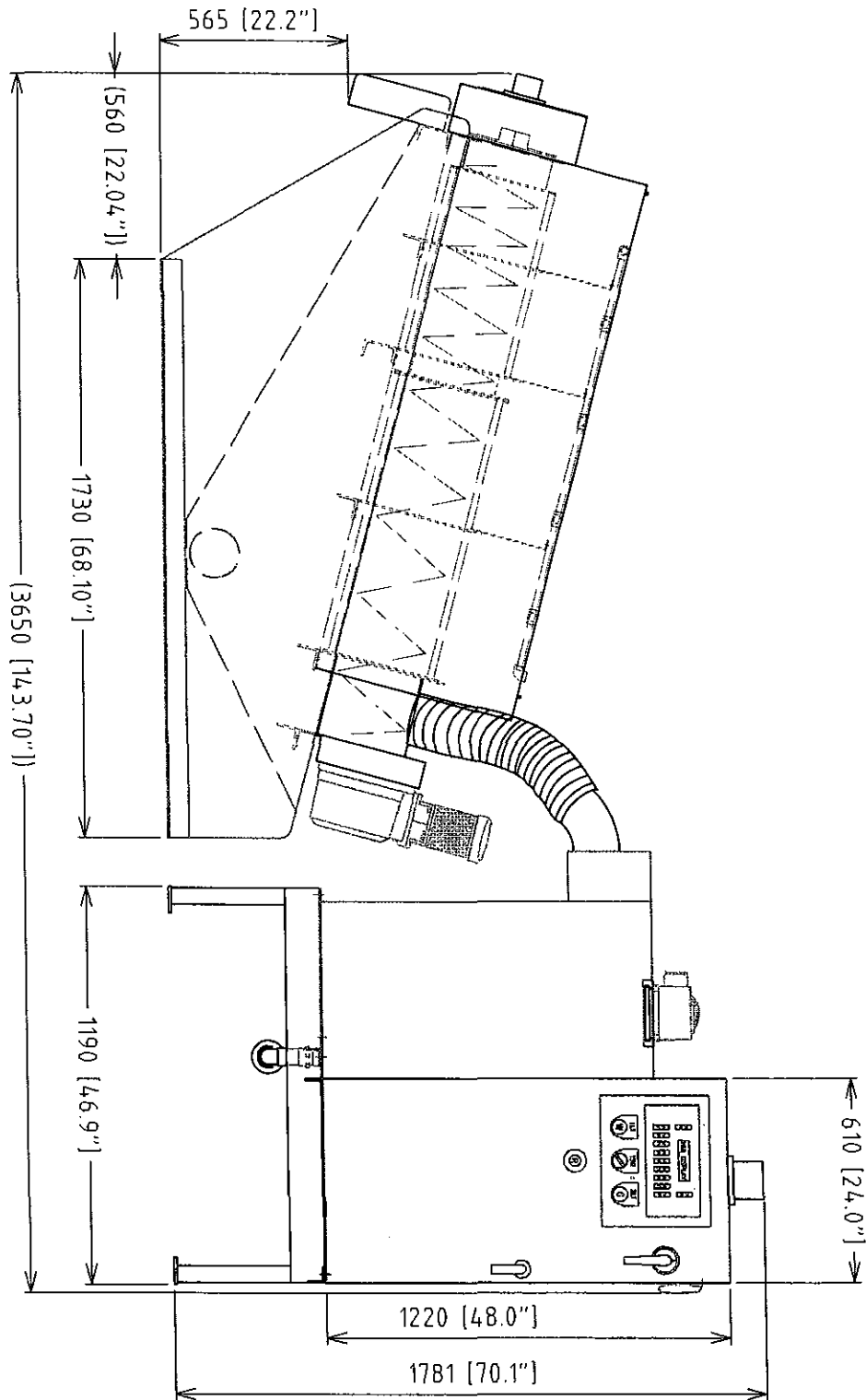
Materials

Dewatering Drum - Thickening Zone	Resin
Dewatering Drum - Dewatering Zone	SS304
Flocculation Tank & Mixer	SS304
Base and Filtrate Collection	SS304
Control Panel	SS304

Electrical Panel

Supply Voltage	3-phase 208, 230, 460
Enclosure	Nema 4X
Control Module	Unitronics V260- PLC

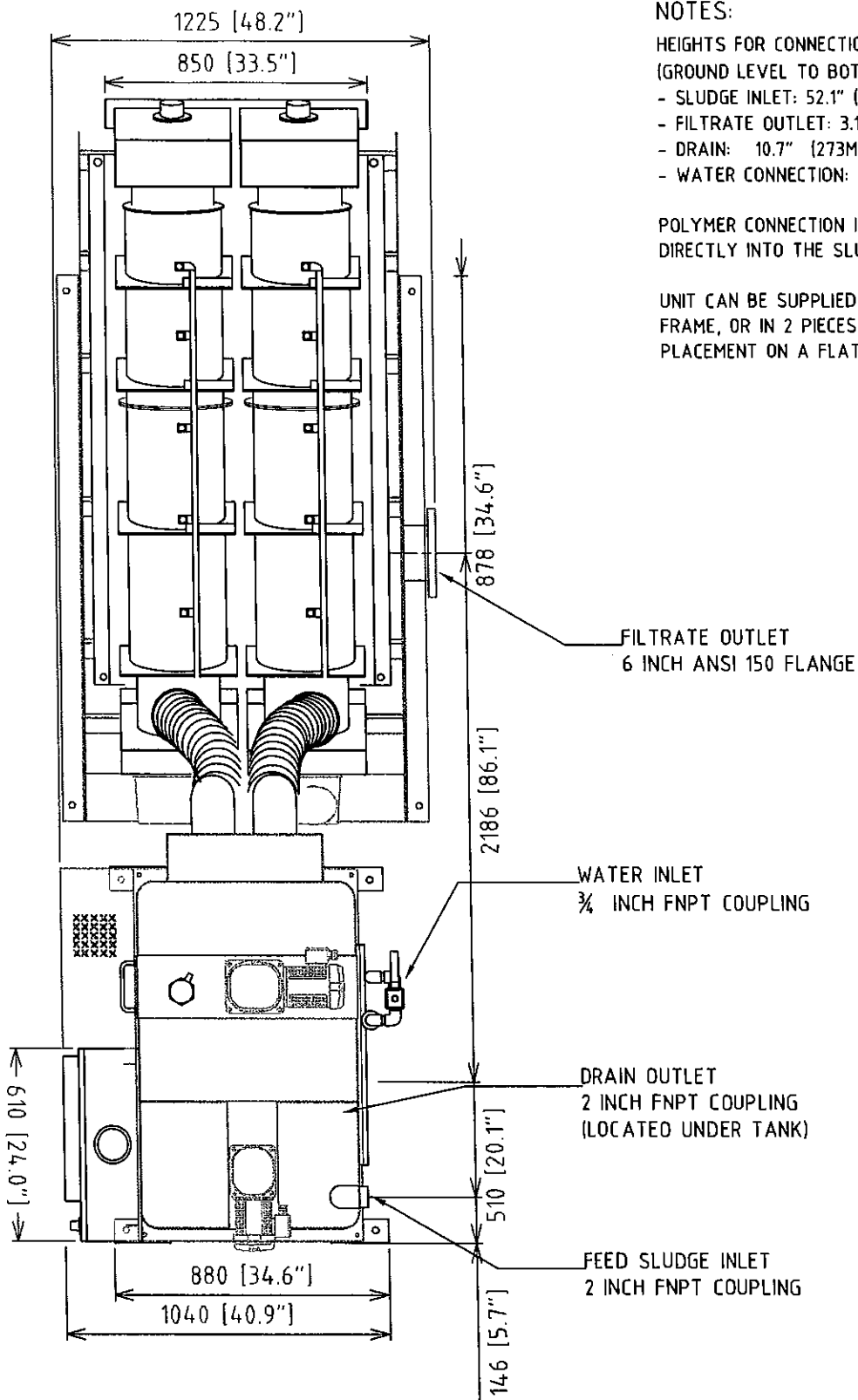
* Please note that capacities are based on Municipal WAS and will vary significantly for other sludges.



ES 302 GA DRAWINGS
ELEVATION VIEW

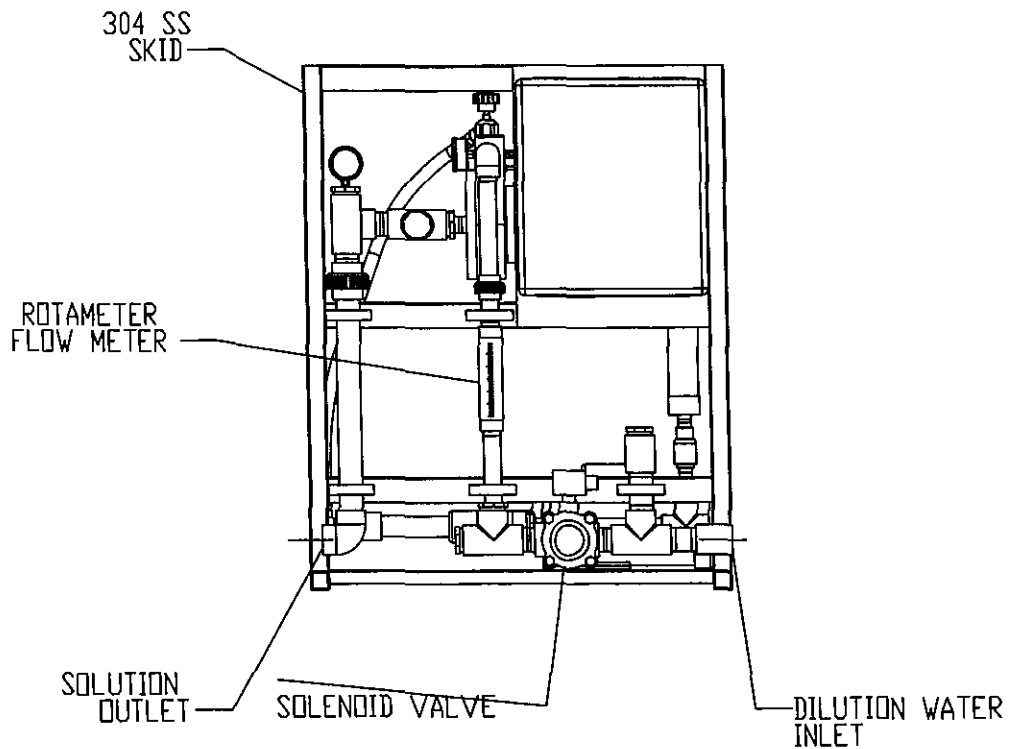
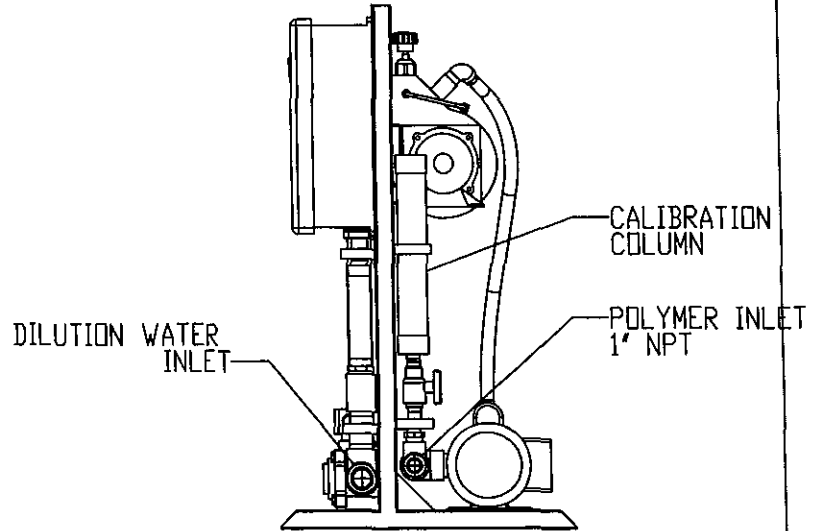
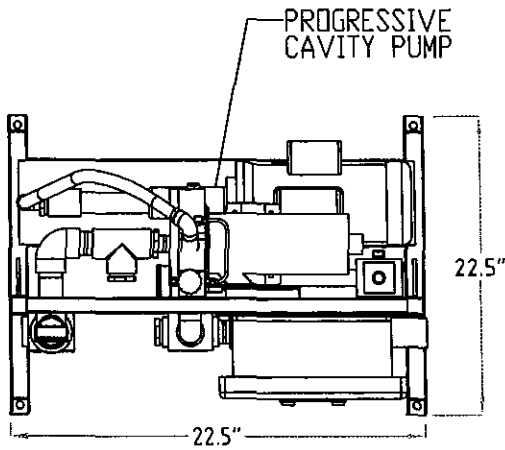
JOB#	ES302 GA
DATE	MAY 2007
DRAWN	AMCON INC
APPROV.	ALEX DAVEY

SCALE	NTS
SHEET	1
	OF 2



ES 302 GA DRAWINGS
PLAN VIEW

JOB#	ES302 GA	SCALE	NTS
DATE	MAY 2007	SHEET	2
DRAWN	AMCON INC		
APPROV.	ALEX DAVEY		OF 2



ES 302 GA DRAWINGS
VELOBLEND GA

JOB#	ES302 GA	SCALE NTS
DATE	APRIL 2007	SHEET 2
DRAWN	VELODYNE	OF 2
APPROV.	ALEX DAVEY	

PROCESS WASTEWATER TECHNOLOGIES LLC STANDARD TERMS AND CONDITIONS

These below terms and conditions shall exclusively govern the sale of all goods and related services by Process Wastewater Technologies LLC (PWT) to buyer.

Item 1. ACCEPTANCE

Buyer may accept the preceding offer by noting acceptance in the space provided on the preceding offer sheet, if such space is provided, or by written purchase order. No oral acceptance shall be effective. This writing is intended by the parties as a final expression of their agreement and, in conjunction with the accompanying signed offer or purchase order and the PWT Standard Limited Warranty ("PWT Standard Limited Warranty"), is intended as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No agent, employee or representative of PWT has any authority to bind the Seller to any affirmation, representation or warranty concerning the equipment, components or related services sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this agreement and shall not in any way be enforceable.

Item 2. CANCELLATION

Upon acceptance of the preceding offer, Buyer shall have no right to cancel this agreement or any part thereof, except under the conditions specified in this provision or otherwise agreed to in writing by both parties. Any cancellation by Buyer of this agreement must be in writing and shall be deemed effective upon receipt by PWT. In the event of cancellation by Buyer prior to the commencement of production of the goods specified under this agreement, Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT under this agreement up to the time of cancellation, plus fifteen percent (15%) of the full order amount. In the event that production of the goods under this agreement has commenced prior to cancellation, Buyer shall pay a cancellation charge equal to all of the costs incurred by PWT under this agreement up to the time of cancellation, plus an amount equal to the great of: (i) the value of the goods already completed under the agreement; or (ii) fifteen percent (15%) of the full order amount.

Item 3: PRICES

Unless otherwise stated in this offering, prices are F.O.B. the PWT manufacturing facility. Charges for on-site technical assistance performed by a factory technical representative are not included unless specifically indicated.

Item 4: VALIDITY

Unless otherwise specified, the preceding offer is valid for acceptance for thirty (30) days and is subject to review thereafter. Prices may be extended beyond thirty (30) days only if confirmed in writing by PWT.

Item 5. PAYMENT TERMS

Per the schedule on the quotation. If not specified there, then thirty percent (30%) of the purchase price under this agreement shall be invoiced net thirty (30) days upon acceptance by Buyer of this agreement, or receipt by PWT of Buyer's purchase order; the remaining seventy percent (70%) of the purchase price under this agreement to be invoiced net thirty (30) days upon delivery of the goods and/or performance of the related services under this contract. Interest will be charged on the unpaid invoiced balance at the rate of one and one-half percent (1-1/2%) per month for any amount received after thirty (30) days from the date of the invoice. Any collection costs and/or attorney fees incurred by PWT in order to collect payment due will be invoiced to the Buyer, and Buyer agrees to pay said costs.

Item 6. FEES AND TAXES

Buyer shall pay directly or reimburse PWT for payment of any and all applicable customs, sales, use, excise or other fees and taxes associated with the production and delivery of goods under this agreement. Buyer is responsible for and bears the risk of establishing, if applicable, a valid exemption from any tax, and shall indemnify, defend and hold PWT harmless for any loss, cost or expense relating to any such exemption.

Item 7. DELAYED SHIPPING

If Buyer specifies a shipping date more than one (1) year from the date of acceptance of the preceding offer, the price stated in the preceding offer for the same goods shall be increased by the greater of: (i) 6% annually on the anniversary of the signed agreement or purchase order; or (ii) the value of the Consumer Price Index rate of inflation reported by the U.S. Commerce Department.

Item 8. FINANCIAL RESPONSIBILITY OF BUYER

If at any time before shipment, Buyer's financial ability to pay becomes impaired or unsatisfactory, PWT shall have the right to require Buyer to make payment in full before any shipment. In addition, if at any time before shipment, any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, PWT shall have the right to cancel this contract and Buyer shall PWT a cancellation charge equal to all of the costs incurred by PWT up to the time of termination, plus fifteen percent (15%) of the purchase order amount.

Item 9. SHIPPING

Unless otherwise specified, all equipment and components will be shipped in one lot by the lowest cost method at the discretion of PWT. Any additional shipping requests by Buyer may be subject to additional shipping and handling charges. All shipments shall be F.O.B. the PWT manufacturing facility. Delivery to the carrier shall constitute delivery to Buyer for purpose of transfer of risk of loss or damage in transit and any delivery deadlines specified in this agreement. Buyer is responsible for obtaining any desired cargo insurance and shall pursue any loss or damage claims solely with the carrier.

Item 10. DELIVERY SCHEDULE

Unless otherwise specified, delivery dates under this agreement are approximate, and failure to meet an exact delivery date shall not constitute a breach of this agreement. Unless delivery is not effected within a reasonable time after the specified delivery date.

Item 11. INSPECTION

Inspection by Buyer or Buyer's representative of the goods specified under this agreement will be permitted prior to shipment at the PWT manufacturing facility(ies), at a time mutually agreeable to both parties. Inspection will be allowed only inasmuch as such inspection does not unreasonably interfere with PWT's production work flow. Complete details of any requested inspection must be submitted to PWT in writing, at least two weeks in advance of the requested inspection date. Any inspection under this provision must be completed prior to shipment of any goods under this agreement.



PROCESS WASTEWATER TECHNOLOGIES LLC STANDARD TERMS AND CONDITIONS (p2/2)

Item 12. OFFER BASIS

This agreement is exclusively based upon drawings and specifications in the possession of PWT at the time of this agreement. PWT expressly reserves the right to modify the price and other terms of this agreement as reasonable, should additional drawings, documents, or other addenda be required to produce or deliver the goods and/or services provided under this agreement.

Item 13. LIMITED WARRANTY

PWT's warranty liability under this agreement is limited to the terms listed in the PWT Standard Limited Warranty that accompanies these Terms and Conditions, and is incorporated herein by reference. No other warranty, express or implied, is made with respect to the goods and/or services provided under this agreement.

Item 14. MEET AND CONFER

The parties shall amicably work together to negotiate and resolve any controversy or dispute arising out of, or in connection with, this agreement, or its interpretation, performance or nonperformance or breach thereof. In particular, in the event of a disagreement, the parties shall meet and confer and attempt in good faith to resolve their differences. At the request of the aggrieved party, a face-to-face meeting between decision-makers of the parties shall be arranged at the offices of the non-aggrieved party. Such a meeting shall occur within fourteen days of the delivery of the written request to the aggrieved party, unless otherwise agreed to by the parties.

Item 15. ARBITRATION

If, after meeting and conferring as provided under this agreement the parties are unable to resolve their differences any disputes shall be settled by binding arbitration in accordance with the following procedures:

- (a) The Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ('AAA') in effect at the time of the arbitration, except as may be modified herein or by mutual agreement of the parties. The location of the arbitration shall be Cary, NC.
- (b) The arbitration shall be conducted by one arbitrator jointly selected by the parties. If the parties are unable to agree upon an arbitrator after thirty (30) days, the arbitrator shall be selected under AAA rules.
- (c) The award shall be in writing and shall state the reasons for the award and shall be final and binding on the parties. The award may also include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having competent jurisdiction over the parties or their assets.

Item 16. GOVERNING LAW

All disputes and matters arising under, in connection with, or incidental to this contract shall be litigated, if at all, in and before the Superior Court of the State of North Carolina, located in Wake County, State of North Carolina, USA to the exclusion of other courts of other states, the United States or other countries and to the exclusion of other venues. The parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss this action on the grounds of *forum non conveniens*, and not to remove any litigation from that court to a federal court. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of North Carolina, to the extent state law applies. An action for breach of this agreement must be commenced within two (2) years after the cause of action has accrued.

Item 17. WAIVER AND MODIFICATION

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision. No modification, amendment, extension, renewal, rescission, termination or other waiver of any of the provisions contained in this agreement, or any future representation, promise or condition in connection with the subject matter of this agreement, shall be binding upon either party unless in writing and signed by both parties.

Item 18. SEVERABILITY

Any provision of this agreement which is invalid, prohibited or unenforceable in any jurisdiction, be ineffective solely to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition, or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

Item 19. ASSIGNMENT AND DELEGATION

Neither party to this agreement shall have the right to assign or delegate its interest in or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. The merger, acquisition, reorganization or other restructuring of PWT shall not constitute an assignment under the terms of this agreement provided the surviving entity has assumed all of the obligations of PWT under this agreement. The transfer of any rights under this agreement from PWT to any entity controlled by or affiliated with PWT shall not constitute an assignment under the terms of this agreement provided PWT retains all of its obligations under this agreement. The rights and obligations of the parties to this Agreement shall be binding upon, and enforceable by their respective heirs, successors and permitted assigns.



PROCESS WASTEWATER TECHNOLOGIES LLC

STANDARD LIMITED WARRANTY

Item 1 - LIMITATION OF LIABILITY

The only warranty which Process Wastewater Technologies LLC ("PWT") makes is that warranty which is set forth in the sale Terms and Conditions and further detailed below:

THE GOODS SPECIFIED UNDER AGREEMENT WITH PWT ARE PROVIDED 'AS IS' AND PWT DOES NOT MAKE ANY OTHER EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES WITH RESPECT TO THESE GOODS AND/OR RELATED SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

In addition, PWT does not assume and expressly disclaims any liability for (i) any SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES which anyone may suffer as a result of the sale, delivery, service, use or loss of use, of any goods and/or services provided by PWT, or (ii) any charges or expenses of any nature which are incurred without the express written consent of PWT. In particular, PWT does not warrant that any goods provided are free from any claim of any third person by way of infringement or the like, and PWT expressly disclaims any liability for any claim of infringement or the like that may result from the sale, delivery, service, use or loss of use of any goods and/or services provided by PWT.

PWT's obligations under this warranty are expressly limited to the repair or replacement of any part or parts that are proved to the satisfaction of PWT to have failed prematurely or because of a fault in workmanship or materials.

PWT's total liability under this warranty or in connection with any claim involving any goods or services is expressly limited to the purchase price of the goods and/or services in respect of which damages are claimed.

Item 2. DEFECTS WARRANTY

PWT warrants that the goods manufactured by PWT shall be free from defects in material and workmanship for the shorter period of: (i) eighteen (18) months from the date of delivery, or (ii) twelve (12) months from the date of substantial completion and putting the specified goods into service. PWT's liability under this warranty or in connection with any other claim relating to goods manufactured and delivered by PWT is limited to the repair, or at PWT's option, the replacement or refund of the purchase price, of any product or parts or components which are returned to PWT freight prepaid, and which PWT determines, in its discretion, are defective in material and workmanship. Products or parts or components thereof which are repaired or replaced by PWT will be returned to the Buyer freight collect.

Item 3. PRODUCTS OF OTHER MANUFACTURERS

PWT makes no warranty with regard to any products not manufactured by PWT, including but not limited to electrical components or equipment and other prime movers.

Item 4 – TYPES OF DAMAGES AND CLAIMS FOR WHICH PWT IS NOT RESPONSIBLE.

The following non-exclusive list of items are specifically not covered by the PWT Standard Limited Warranty, and, in the event of their occurrence, will render the PWT Defects Warranty null and void:

- defects which are caused by improper installation, improper or abnormal use or operation, or improper storage or handling;
- defects caused by the failure of the Buyer or User to perform and log normal preventative maintenance;
- Defects caused by the use of replacement parts not approved in writing by PWT;
- Defects caused by repairs by persons not authorized in writing by PWT;
- Defects caused by modifications or alterations made by the Buyer or User;
- Any damage to the PWT product while it is in the possession of the Buyer or User.

Item 5 – EQUIPMENT SAFETY PARAMETERS

With respect to operation of the equipment, it is the responsibility of the Buyer to define and provide any safety device(s) or associated safety device(s) (other than that which is ordinarily furnished by PWT) which may be necessary and/or required, and to establish safety procedures and operational instructions to safeguard the operator(s) during normal operations, maintenance, cleaning, or any use of the equipment whatsoever, and to subsequently ensure that the equipment is operated in conformance with all applicable safety procedures, laws, regulations and instructions.

It is also the responsibility of the buyer to enforce all safety regulations and operational instructions and to maintain the equipment in a safe condition (e.g., guards in place, warning, caution and/or important labels affixed; electrical boxes secure; interlocks operational; etc.). In particular, all warning, caution, and/or important labels must be maintained in a readable condition, and if necessary, replaced with new labels.

Additionally, as the nature of the equipment does not always make it possible to fully prevent operator access to rotating components, maintenance or cleaning of any nature must not be performed on the equipment without first disconnecting all power.

Item 6 – OPERATOR SAFETY COMPLIANCE

Buyer warrants and agrees that because it has sole control over equipment, it shall be solely responsible for safety compliance. Operator access and use of equipment, and full compliance with all provisions of the Operator Safety section of PWT Instruction Manuals are essential and the user's responsibility; the provisions of that section being expressly incorporated herein.





Request for City Council Action

**Business
Agenda
Item:** Way
Finding
Date: 08/02/2016

Subject: Way-Finding
Department: General Government
Presented by: Michael Scott, Town Manager
Presentation: New Business

Issue Statement

In June of 2014, The Johnston County Visitors Bureau worked with Frazier Associates to complete a wayfinding system for Smithfield. The Town Manager is requesting the Council adopt the Way-Finding Plan and authorize Town Staff to begin the implementation of the project.

Financial Impact

The project was estimated at \$120,000, with an additional \$25,000 needed for signage in the Downtown area. The bulk of this financing can originate from the reserved 2% tax dollars held for Smithfield by Johnston County Visitors Bureau. Partners for funding should include the DSDC for the downtown signage and the Smithfield Appearance Commission for beautification of the gateway signs.

Action Needed

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.

Recommendation

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 Tourism Bureau as funding.

Approved: City Manager City Attorney

Attachments: Staff Report
Wayfinding Assessment and Price Estimates



Staff Report

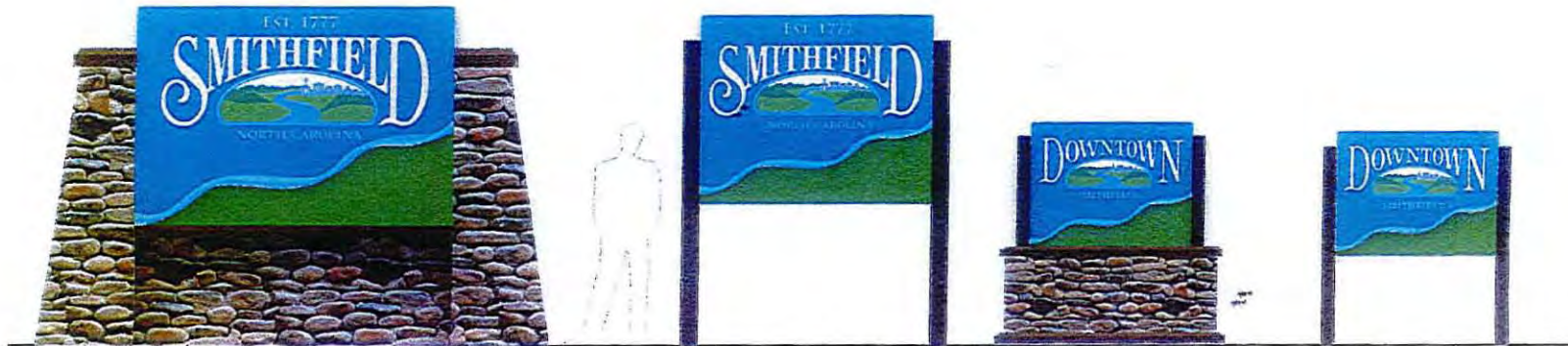
**Business
Agenda
Item:** **Way
Finding**

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. Included with this information is the Wayfinding Sign System Assessment and Schematic Design Options compiled by Frazier Associates and Supported by the Johnston County Visitors Bureau.

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 at the time of this report. 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.

The Town of Smithfield updated its Economic Development Strategic Plan originally created by Sanford Holshouser Economic Development Consulting, in 2014. Part of these recommendations included the beautifications of the Town's gateways into Smithfield. By moving forward with the Wayfinding plan proposed by Frazier Associates, the Town can further this goal of increasing our opportunities for additional economic development. Furthermore, the Town has budgeted monies in the current fiscal year to replace the banners in the Downtown area. The new banners should be consistent with any wayfinding system used throughout the Town. This project should be considered when making decisions on the design of the new banners.

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. Town staff will work with NCDOT to be certain signs are placed appropriately and with the proper authority, while not interfering with the Highway 70 East Bridge replacement that will hopefully come to fruition in the not too distant future. 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.



G1: MONUMENTAL GATEWAY

G2: POST & PANEL GATEWAY

G3: DOWNTOWN MONUMENTAL GATEWAY

G4: DOWNTOWN POST & PANEL GATEWAY



T1: LARGE TRAILBLAZER

T2: SMALL TRAILBLAZER
PT2: PARKING DIRECTIONAL

PT1: STAND-ALONE
PARKING DIRECTIONAL

FRAZIER ASSOCIATES
ARCHITECTURE • COMMUNITY DESIGN • WAYFINDING
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PHONE 513.868.8210 FAX 513.286.8219
www.frazierassociates.com

**SMITHFIELD
WAYFINDING
SIGN SYSTEM**

Smithfield, North Carolina
WAYFINDING COLOR PALETTE

- P1 PANTONE 287 C
- P2 PANTONE 7741 C
- P3 PANTONE 292 C
- P4 C-75; M-27.5; Y-0; K-0
- P5 3M Diamond Grade Reflective Sheeting
- P6 White
- P7 Black

These drawings are meant for DESIGN INTENT ONLY. Fabricator shall verify all dimensions and conditions of the job. Fabricator shall be familiar with the site and conditions it presents. Shop drawings and details must be submitted for approval prior to sign fabrication. Any changes in design or materials must be approved by the City of Smithfield, NC and/or Frazier Associates.

REVISION DATE

PROJECT NO.	2012.0036
SCALE:	AS SHOWN
PROJECT MANAGER:	SH
CHECKED BY:	PB
DRAWN BY:	SH
DATE:	06/01/2015

SIGN PROGRAMMING:
TRAILBLAZER "A" SIGNS

Smithfield Wayfinding Budget Proposal

<u>Sign Identification</u>	<u>Location and Message</u>	<u>Cost</u>	<u>Phase I Approved</u>	<u>Timeline/Status</u>
G1.1	Monumental Gateway - Welcome to Smithfield. Exit 95	\$12,500		
G1.2	Monumental Gateway - Welcome to Smithfield. US 70 West	\$12,500		
	Large Trailblazers at I-95 Interchange/US 301/US 70			
T1.1	Ava Museum, Chamber, Outlet Center	\$3,750		
T1.2	Historic Downtown, JCC, Paul Johnston Aud	\$3,750		
T1.3	Historic Downtown, Ava Gardner, Aquatic Center	\$3,750		
T1.4	Outlet Center, Historic Downtown, Ava Gardner	\$3,750		
T1.5	Outlet Center, JCC, Aquatic Center	\$3,750		
T1.6	Historic Downtown, Ava Gardner	\$3,750		
73 T1.28	Aquatic Center, Outlet Center	\$3,750		
T1.7	Outlet Center, Chamber, and decision on Lodging	\$3,750		
T1.8	Historic Downtown, Ava Gardner, Greenway	\$3,750		
T1.9	Outlet Center, Chamber, and decision on Lodging	\$3,750		
T1.10	Outlet Center, Aquatic Center, Ava Gardner	\$3,750		
T1.11	Outlet Center, Aquatic Center, Greenway	\$3,750		
T1.12	Historic Downtown, Ava Gardner, Outlet Center	\$3,750		
T1.13	Aquatic Center, Greenway, Community Park	\$3,750		
T1.14	Historic Downtown, Chamber, Outlet Center	\$3,750		
T1.15	Historic Downtown, Aquatic Center, Greenway	\$3,750		
T1.16	Outlet Center, Chamber, Historic Downtown	\$3,750		
T1.17	Historic Downtown, Aquatic Center, Greenway	\$3,750		
T1.18	Outlet Center, Chamber, Aquatic Center	\$3,750		
T1.19	Outlet Center, JCC, Paul Johnston Aud	\$3,750		
T1.20	Historic Downtown, Ava Gardner, Tourist Info	\$3,750		
T1.26	Historic Downtown, Ava Gardner, Outlet Center	\$3,750		
T1.27	Aquatic Center, Outlet Center, Chamber	\$3,750		

Smithfield Wayfinding Budget Proposal

T1.30	Historic Downtown, Ava Gardner, Outlet Center	\$3,750
T1.32	Historic Downtown, Ava Gardner, Outlet Center	\$3,750
	Phase I Estimated Budget	\$118,750

Downtown Smithfield Sign Program

G3.1	Downtown Monumental Gateway - Market Street, East at Rite Aid	\$7,600
G3.2	Downtown Monumental Gateway - Market St. West, Entering Downtown	\$7,600
T2.2	Greenway, Boat Ramp (change from Boat Access)	\$3,150
T2.3	Boat Ramp (change access), Tourism Info	\$3,150
T2.4	Greenway, Boat Ramp, Hastings House , (check arrows)	\$3,150
T2.6	Greenway, Boat Ramp, Hastings House	\$3,150
74 T2.15	Heritage Center, Courthouse, Tourism Info (location moved)	\$3,150
T2.16	Town Hall, Library, Ava Gardner Museum (location moved)	\$3,150
T2.17	Hastings House, Boat Ramp, Greenway	\$3,150
T2.1	Tourism Info, Courthouse, Ava Gardner Museum	\$3,150
	Phase I Estimated Budget	\$25,200

* Phase II would address additional monumental gateways and post and panel gateways from other entrances into Smithfield. The areas coming in from US 301 North and South, Buffalo Road, etc., would best be budgeted after the Durwood Stephenson extension is completed. Additional Phase II downtown signage will be addressed after effectiveness of Phase I is evaluated and the need for additional signage is discussed and proposed.



WAYFINDING SIGN SYSTEM ASSESSMENT & SCHEMATIC DESIGN OPTIONS SMITHFIELD, NORTH CAROLINA



WAYFINDING SIGN SYSTEM ASSESSMENT &
SCHEMATIC DESIGN OPTIONS
SMITHFIELD, NORTH CAROLINA



For:
JOHNSTON COUNTY VISITORS BUREAU

June 2014

JOHNSTON
COUNTY
VISITORS • BUREAU



FRAZIER ASSOCIATES

ARCHITECTURE ■ COMMUNITY DESIGN ■ WAYFINDING

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Senior Graphic Designer and
Wayfinding Project Manager

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APPENDIX - SEPARATE DOCUMENT

- URBAN WAYFINDING PLANNING AND IMPLEMENTATION MANUAL BY THE SIGNAGE FOUNDATION

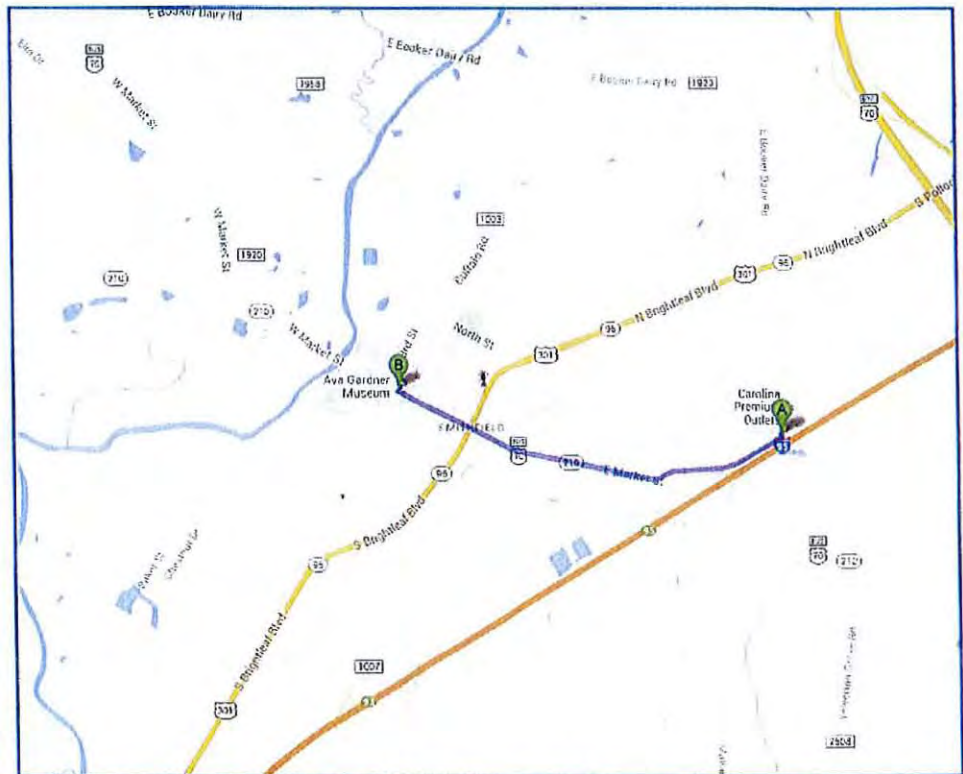
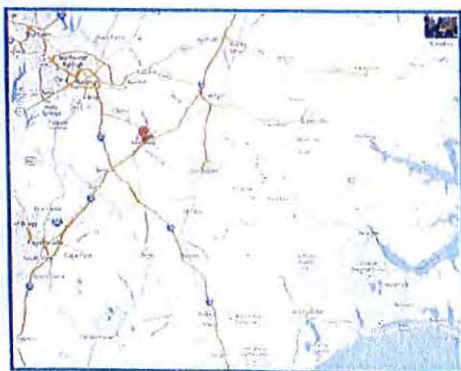
SMITHFIELD, NORTH CAROLINA WAYFINDING SIGN SYSTEM ASSESSMENT

INTRODUCTION I

Frazier Associates, as a part of the downtown wayfinding design process, conducted a preliminary community wayfinding sign system assessment in Smithfield, North Carolina, on February 25 and 26, 2014. The goals of the assessment were to:

- learn more about the community;
- evaluate existing signs;
- travel primary routes in the community;
- meet with the Smithfield wayfinding committee to learn more about sign needs; and
- learn about potential destinations and design parameters.

This study reports on and analyzes the findings. In addition, preliminary design options for a wayfinding system are included along with feedback on preferences from the Smithfield wayfinding committee.



Smithfield lies to the northwest of I-95 in eastern North Carolina and is approximately 30 minutes from Raleigh and less than two hours from the coast. It has two well marked exits off of I-95 with the key exit being 95. This exit accesses Carolina Premium Outlets, a significant regional visitor destination. Historic downtown Smithfield is just two miles from the outlets and is accessed by the same exit off of I-95 on business US 70/NC 210.

SMITHFIELD, NORTH CAROLINA WAYFINDING SIGN SYSTEM ASSESSMENT

WAYFINDING COMPONENTS AND ASSESSMENT

II

A. Wayfinding Defined

In short, a wayfinding sign system is a series of signs that welcome and orient visitors to key destinations in a community. It is also a part of a larger marketing and communication system that moves visitors “from website to on-site.” It starts with a community’s tourism websites and concludes when the visitor reaches their destination.

The components of a sign system for Smithfield will likely include a combination of elements that are described in this assessment summary. Accompanying these descriptions are images of current signs in Smithfield that fit the component description.

For Example...



This sample sign system for Harrisonburg, Virginia shows various wayfinding system components from gateway signs to trailblazers and kiosks to parking directional signs. It is used throughout this assessment as an example of components.

B. Highway Directional Signs

Highway directional signs are the large green, blue, and brown signs that appear on interstates and highways. This type of sign is specified in the *Manual on Uniform Traffic Control Devices* (MUTCD) published by the Federal Highway Administration and is used nation-wide.

The key destinations signed on I-95, besides gas, food and lodging logo signs, are the Ava Gardner Museum, Johnston Community College, Tourist Information and the Hospital. Historic downtown Smithfield and the Carolina Premium outlets are not featured on MUTCD signs however, the outlets are highly visible from I-95. Billboards are also heavily used to promote the outlets.



Sample MUTCD signs on I-95 north and south include Tourist Information, Ava Gardner Museum and the Community College. By default, directional signs to Ava Gardner Museum get visitors to historic downtown Smithfield.

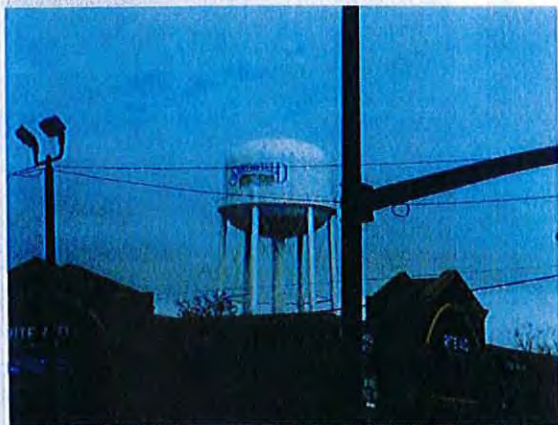


Site signs and billboards direct visitors to the outlets.

C. Gateway Signs

Gateway signs are the first custom-designed signs in a comprehensive wayfinding sign system. They welcome visitors and set the graphic image for the rest of the signs in the system.

Many types of gateway signs were noted in Smithfield including the logo on the water tower, custom brick gateway signs along US 70 and US 301 and standard MUTCD-style green entrance signs. The downtown also has its own gateway sign. Smithfield would benefit from a cohesive system of gateway signs located on major roads into the Town.



For Example...



The new post and panel gateway signs in Harrisonburg, Virginia begin to familiarize travelers with the signs in the wayfinding system.



II WAYFINDING COMPONENTS AND ASSESSMENT

D. Vehicular Trailblazer Signs

Vehicular trailblazer signs guide visitors to key destinations in a community. *Primary* trailblazers are generally placed on primary entrance corridors and direct visitors to two or three of the largest attractions. *Secondary* trailblazers guide visitors once they are within close proximity to a particular destination. Typically, trailblazer signs are placed immediately following the gateway signs and continue to occur at major decision nodes and intersections along key routes in the community.

Vehicular trailblazer signs are required to be designed and constructed to meet all traffic safety and readability requirements including features such as break-away posts and reflective lettering so the signs are readable at night. They also have to be placed in a manner that gives drivers ample time to read the signs and make decisions. The MUTCD manual is an important design guideline for achieving readability and proper sign placement.

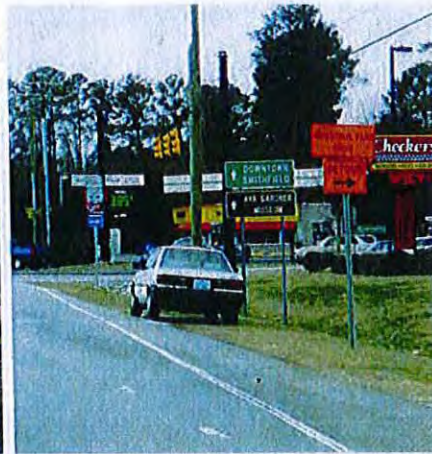
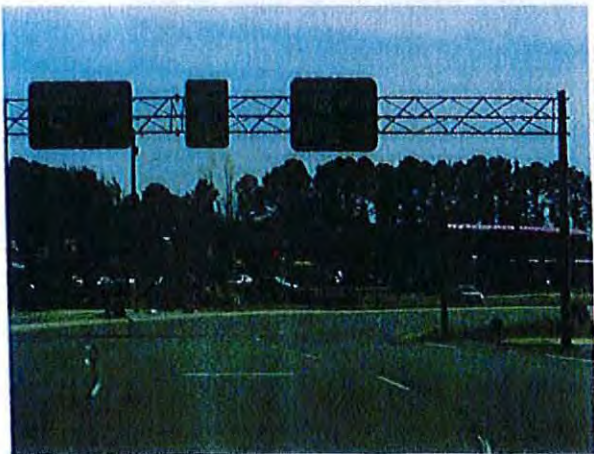
It is clear that Smithfield has many important visitor attractions community wide. Deciding which destinations warrant primary trailblazers and thus signage from all directions coming into town will be an important process. More importantly, however, is the opportunity to connect the key visitor attractions - primarily the outlets and the downtown. Noted in the surveys was the need to communicate distances to attractions on the signs. For instance, it is two miles from the outlets to downtown. Noting this distance on the signs may help to reassure visitors that they are going in the right direction.

Existing trailblazer sign types are designed using the MUTCD standard colors.

For Example...



This is a sample custom trailblazer sign designed for Harrisonburg. Typically, trailblazers list no more than three destinations and are designed for the size and speed of the road.



Existing trailblazers signs are minimal and



Many existing vehicular directional signs are faded and difficult to read (left). Others are obstructed by trees (center) or are mounted too low (center and above).

E. Banners

Banners are ideal for seasonal color, announcement of events, and a general celebratory feel for communities. They can also be used to guide motorists along major routes. Banners can be designed to coordinate with the overall wayfinding system.

During the site visit, banners were observed in the downtown (right and below right). Banners can be effectively used to blaze a trail to key destinations and could be an effective wayfinding component in Smithfield to blaze the trail from the outlets to downtown.



For Example...



In Harrisonburg, banners are used to blaze a trail along Main Street from James Madison University to the downtown, approximately one mile.



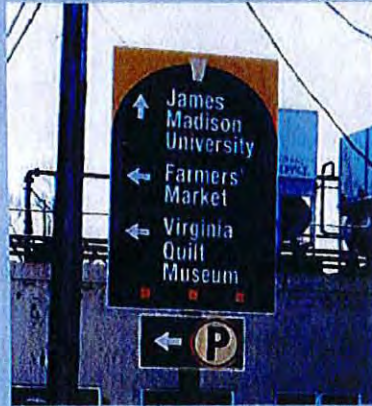
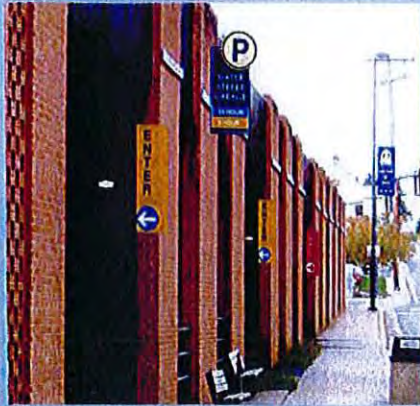
II WAYFINDING COMPONENTS AND ASSESSMENT

F. Parking Directional and Parking Lot Identification Signs

Once a visitor reaches a destination, clear directional signs to public parking become a critical part of a successful wayfinding sign system.

The only parking identification sign noted during the assessment is featured at right. Located in the downtown, this attractive sign incorporates the decorative metal frame used throughout the downtown area to identify individual businesses and historic sites and districts. Public parking signs should be incorporated into the custom wayfinding system to reassure visitors.

For Example...



Parking directional and parking lot identification signs are designed to coordinate with wayfinding signs in Harrisonburg, creating a seamless experience for the visitor.



G. Pedestrian Directional Signs/Information Kiosks

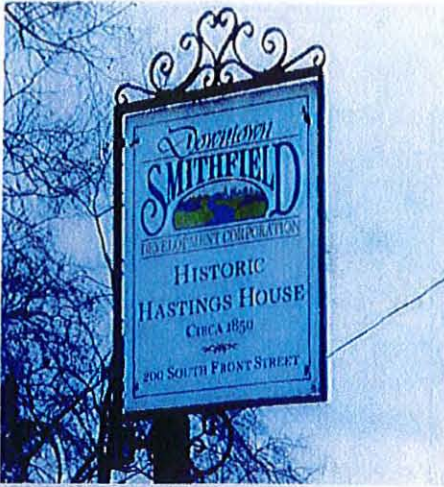
Once visitors are out of their cars, smaller, pedestrian-level wayfinding signs and/or kiosks provide more detailed information about destinations and the community in general.

Pedestrian trailblazer signs and kiosks were not observed during the site visit. A desire for this type of signage/information was strongly expressed in the surveys. Locations such as the outlets and the Ava Gardner Museum were suggested as potential locations. This kind of information is also useful at key parking locations for visitors.

For Example...



A new kiosk in the heart of downtown Harrisonburg provides more detailed information for the visitor.



H. Historical/Information Markers

Smithfield has a variety of historical and information markers. Historic sites and districts are identified with signs (top) using the decorative metal frame and post used to identify individual businesses in the downtown. The Smithfield logo is also used on these signs.

The greenway (middle) has its own signs and incorporate the Smithfield logo but uses a more contemporary mounting system.

Civil War Trail and North Carolina Historical Markers (bottom) are also found throughout town.

Integrating these important signs into a new wayfinding system should be given consideration during the design process.



I. Street Signs

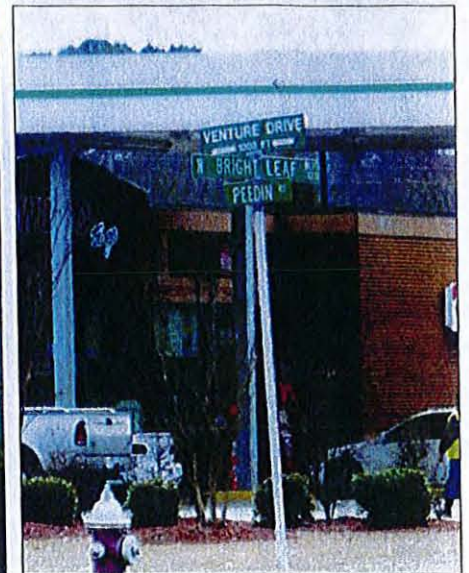
Street signs can reinforce the visual cues that the visitor is in a special district or area by using a distinctive color, logo, shape or font. Street signs can also be coordinated with the overall brand and wayfinding identity.

Custom street signs were not observed in Smithfield. Special districts and areas in Town would benefit from this type of identification.

For Example...



Many communities use street signs to enhance the identification of various districts through graphics, fonts or colors.



Whether in the historic downtown area or on commercial corridors, street signs in Smithfield are standard green MUTCD signs.

J. Site/Location Signs

A site sign identifies a public site such as a park, library, city hall, etc; and it is possible to tie these signs in with the wayfinding system.

Downtown Smithfield is unique with its distinctive downtown business identification signs that include a decorative metal frame and post. The Farmers Market identification sign adapted the current logo to reflect the use. The greenway also successfully adapted the logo and colors into a more contemporary design expression. These existing site signs would remain as components of a wayfinding system and new site identification signs would be adapted accordingly.

For Example...

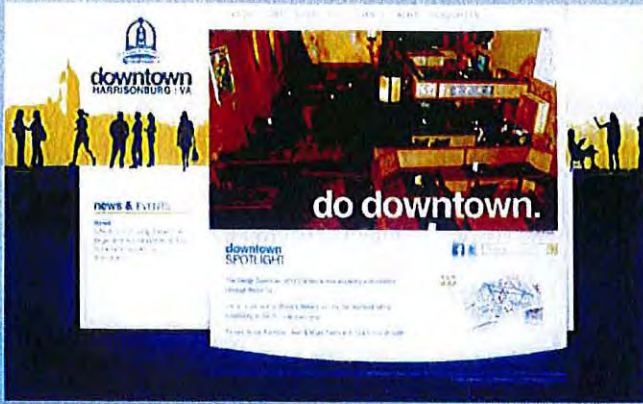


In Huntsville, Alabama, prototypical site and district signs (bottom) were designed to coordinate with the wayfinding gateway and trailblazer signs (top).



Sample existing site signs in Smithfield including downtown business signs (top), the Farmers Market sign (middle) and the greenway sign (bottom).

For Example...

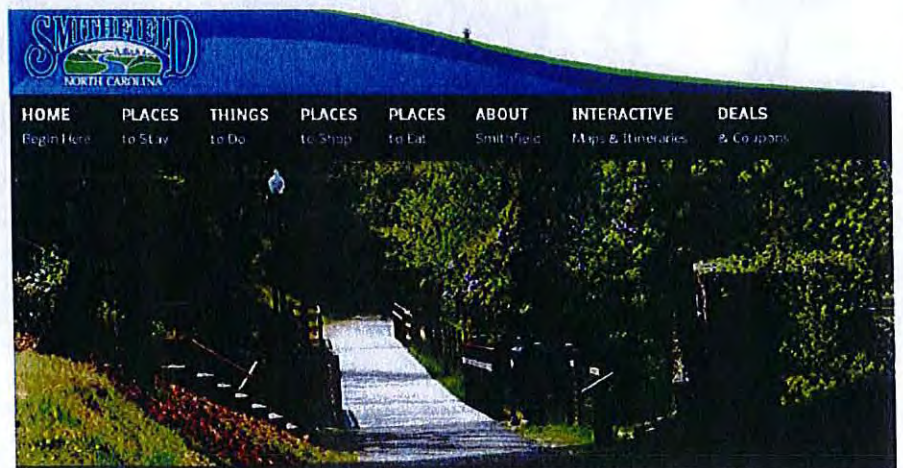


Harrisonburg is graphically coordinated from website to wayfinding signs.

K. Websites/Brochures/Maps

Ideally, websites and wayfinding sign systems should have graphics that relate to each other. Web and print graphics can be far more detailed and elaborate than signs while at the same time giving visitors a “seamless” graphic experience.

Smithfield currently coordinates its logo with its website and signs.



The Smithfield website (above) is well coordinated with the existing logo (top).

SMITHFIELD, NORTH CAROLINA WAYFINDING SIGN SYSTEM ASSESSMENT

COMMUNITY INTERVIEWS AND RESULTS III

During the February 2014 site visit, interviews were conducted with the wayfinding task group representing government staff, elected officials, business owners, and residents. After an overview of wayfinding in general and the Smithfield project in particular, a written survey was completed by the group. A facilitated discussion of their answers followed. Following this meeting, the survey was posted on Survey Monkey. What follows is a summary of the findings from all the surveys which totalled approximately 40.

Question 1: Destinations

Wayfinding signs systems on a vehicular level, are limited to key visitor destinations and three destinations per sign. In your opinion, what are the most important destinations in Smithfield that should be considered for these signs. Consider the following criteria:

- Destinations that receive a high number of visitors from outside the area;
- Destinations that are open to the public on a regular basis;
- Destinations that are open for a majority of the year;
- And destinations that give the community its distinct identity.

Survey Feedback: The following were identified as key destinations to be signed:

- Ava Gardner Museum (30)
- Outlets (26)
- Johnston County Community College and Paul Johnston Auditorium (18)
- Historic Downtown (15 votes plus 24 votes for individual sites not including the Ava Gardner Museum. The following are the individual sites garnering more than one vote.)
 - Heritage Center (6)
 - Neuse Little Theatre (6)
 - Library (5)
 - Visitors Center (5)
 - Howell Theatre (2)
- SRAC & Schools (14 + 5)
- Greenway (12)
- Hospital (8)

Question 2: Pedestrian Signs

Pedestrian level signage is more flexible in design and can include more content and destinations. The content can be fixed or a modular design that would allow for content to be easily updated. Kiosks can include key destinations as well as many other destinations such as dining, shopping, etc; can include a map that is keyed to a list of destinations and can also have electronically updatable information. With this in mind, do you consider pedestrian directional signs to be an important wayfinding component for Smithfield?

Survey Feedback: More than half of the respondents thought pedestrian signage would be beneficial and suggested locations such as downtown, the outlets, the aquatic center, Ava Garner Museum, etc.

Question 3: City Logo and Colors

Considering the existing logo for the City what is your expectation for how the icon and colors might be incorporated into a wayfinding system? Are there other colors or icons that you would like to see represented in the signs other than the current logo? Think about what you think best conveys the feel and/or atmosphere of your community.

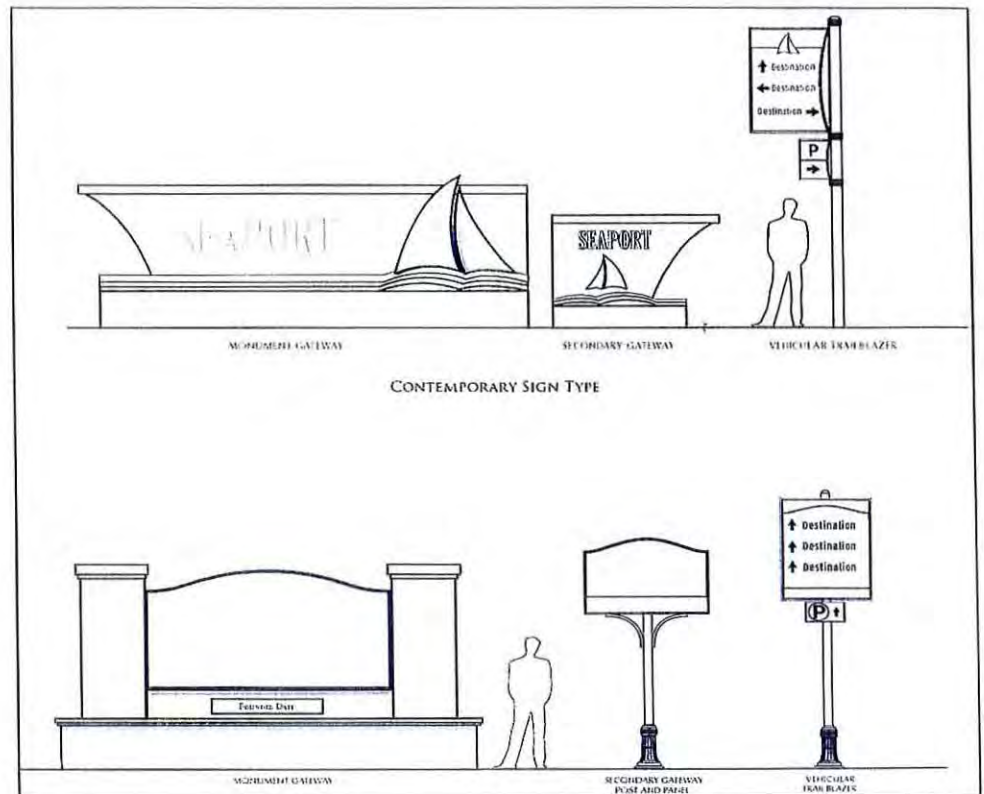
Survey Feedback: In general, using the current logo was preferred as it is recognizable and the colors are eye-catching. Suggestions for updating it included embracing the river history, combining traditional and contemporary and in general making a stronger statement about the community. A desire for color consistency county-wide was expressed.



Question 4: Traditional or Contemporary Approach?

In your opinion, which is more appropriate for Smithfield: a contemporary or traditional design approach?

Survey Feedback: While the majority of responses were for a traditional approach, there was a desire for a contemporary flair. In particular, many thought contemporary was appropriate for the Town as a whole but to maintain a traditional aesthetic in the historic downtown area.



Question 5: Challenges Visitors have Navigating Community

What, in your opinion, are the biggest challenges visitors have navigating your community that a wayfinding sign system might solve?

Survey Feedback: Given the current construction at Exit 95 off of I-95 there is poor signage getting visitors to the various destinations and there was considerable feedback on this issue. Beyond that immediate issue, one of the key results was the expressed need for better directional signs to various destinations that include distance, for instance from I-95 to downtown. Barriers such as the river and the railroad were also cited as challenges for visitors navigating the community. Sign clutter was also noted as an issue.

Question 6: Concerns about Implementing a Wayfinding System

What concerns or other ideas do you have about implementing a wayfinding sign system for Smithfield?

Survey Feedback: Concern was expressed about integrating the wayfinding system into future development, for instance along Buffalo Road. Funding a comprehensive system was another concern, along with coordination of the system with adjacent communities. Removing sign clutter, adding banners, and the desire that the system in general is an expression of the community looking to the future.

SMITHFIELD, NORTH CAROLINA WAYFINDING SIGN SYSTEM ASSESSMENT

SCHEMATIC DESIGN OPTIONS IV

Based on the information gathered in February during the site visit and through the written survey completed by the wayfinding group three schematic options were developed. The schematic options range from a more traditional design using the existing Smithfield logo to more contemporary designs using the same color scheme of the existing logo but modifying the logo to create visual interest in the sign.

Vehicular signage has a moving audience and therefore has a very limited time in order to attract the attention of the motorist and convey a message. The intent of modifying the logo in the gateway sign of the contemporary options was to create visual movement and interest thus attracting the attention of motorist.

The first three schematic design options were presented to the wayfinding task group followed by a written option survey and then an open discussion to determine a preferred option. Based on the feedback of this meeting, the asymmetrical design was the preferred option and was refined and resubmitted to the task group for review and comments. In addition to the preferred design, the task group wanted to see another option that used their logo intact but also had a contemporary flair to the design. Two more schematic designs were created using the requested criteria and submitted to the task group for their review and comments.

Following are the results of the first three schematic designs, each with a brief description for the basis of the design. Each of the design options is followed with the option survey summary from the task group for that particular design.

OPTION 1

- Reuses existing logo
- Reuses existing gateway brick base
- Symmetrical trailblazer signs
- Contemporary larger trailblazer sign for outside historic downtown
- Decorative traditional trailblazer sign for downtown
- Retains blue and green; background of signs is blue with green accents



OPTION 1

FRAZIER ASSOCIATES

SMITHFIELD WAYFINDING SIGN SYSTEM
SMITHFIELD, NORTH CAROLINA

OPTION 1: RANKING SUMMARY: Two participants did not rank option.

Does not reflect the character of Smithfield

Reflects the character of Smithfield

1 (1)

2 (1)

3 (1)

4 (3)

5 (0)

What I like about this option:

- Use of existing logo
- Re-use of existing gateway masonry base
- Like the look of downtown trailblazer signs
- Depth layers create
- Like change from contemporary to traditional
- Easy to read
- Nothing
- Simple but not dynamic

What I don't like about this option:

- Lack of green in downtown trailblazer sign
- Too many layers on gateway sign, find distracting
- Look generic-doesn't say anything more about Smithfield than the logo
- Diamond to simple; brickwork too similar to what we have
- Brick dated looking; to busy
- Prefer asymmetrical signs better

OPTION 2

- Reuses typeface from logo; eliminates illustration
- New design for brick base
- Asymmetrical trailblazer signs
- Contemporary larger trailblazer signs for outside historic downtown
- Decorative traditional trailblazer sign for downtown
- Retains blue and green; background of signs is green with blue accents



OPTION 2

OPTION 2: RANKING SUMMARY: **Two participants did not rank option.**

Does not reflect the character of Smithfield

Reflects the character of Smithfield

1 (1)

2 (1)

3 (3)

4 (0)

5 (1)

What I like about this option:

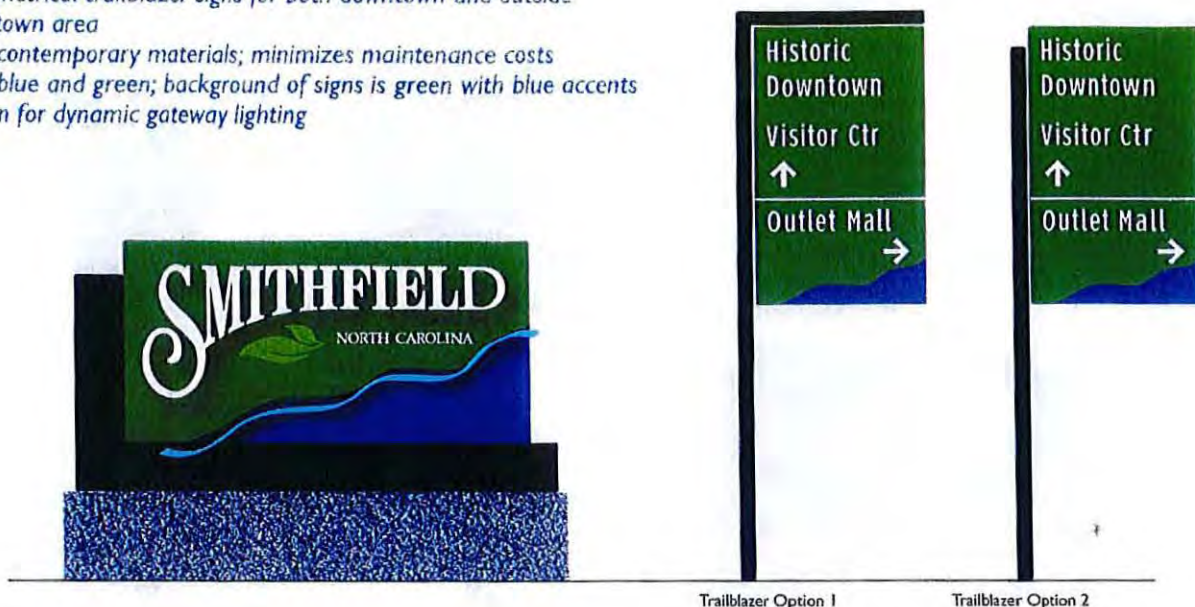
- Off-set arrows on side of trailblazer signs
- Good tie of old and new
- Asymmetry of trailblazer signs-gives interest

What I don't like about this option:

- The brick work
- Trailblazer signs look top heavy; off balanced
- White cornice; too simple
- Historic Downtown signs too close to what we have currently
- Doesn't say anything about us
- Doesn't use full logo
- Arrows stuck out to the side
- Too much going on; don't like blue band on trailblazer signs

OPTION 3

- Modifies existing logo for gateway sign only
- Uses asymmetrical gateway design
- Asymmetrical trailblazer signs for both downtown and outside downtown area
- Uses contemporary materials; minimizes maintenance costs
- Uses blue and green; background of signs is green with blue accents
- Option for dynamic gateway lighting



OPTION 3

OPTION 3: RANKING SUMMARY: **Two participants did not rank option.**

Does not reflect the character of Smithfield

1 (0)

2 (0)

3 (0)

4 (4)

5 (2)

Reflects the character of Smithfield

What I like about this option:

- Simplicity of the design
- Use of river in design; biggest assets
- Prefer historic downtown trailblazer sign
- Asymmetry
- Add lighter blue river wave to trailblazer signs; adds depth to trailblazer signs
- Everything; total update for community
- Granite base
- Logo stronger/river motion through sign; like adaptation for sign system
- Trailblazer option 2 (without bar at top)
- Use of tobacco leaf
- Contemporary, but not too modern

What I don't like about this option:

- Don't like the logo change
- No relationship to the existing downtown signs
- Concrete base; stone would add warmth and tie in to stone work in the downtown
- Trailblazer signs

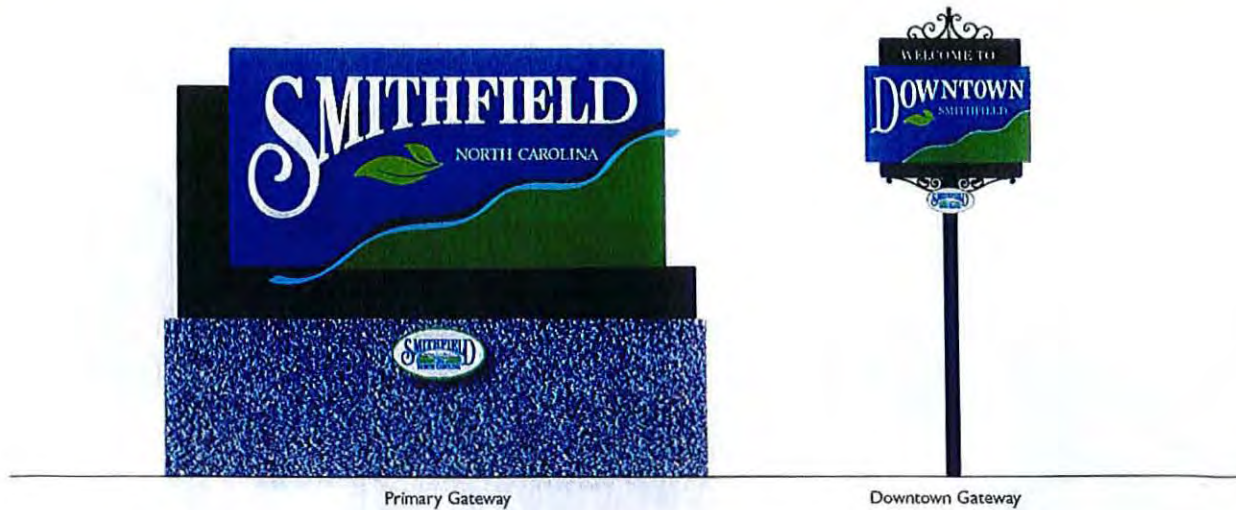
Based on the feedback from the schematic design presentation the preferred design was refined. Following is the refined designs and photosimulations of the signs in the context of the natural environment.



PREFERRED OPTION - BLUE



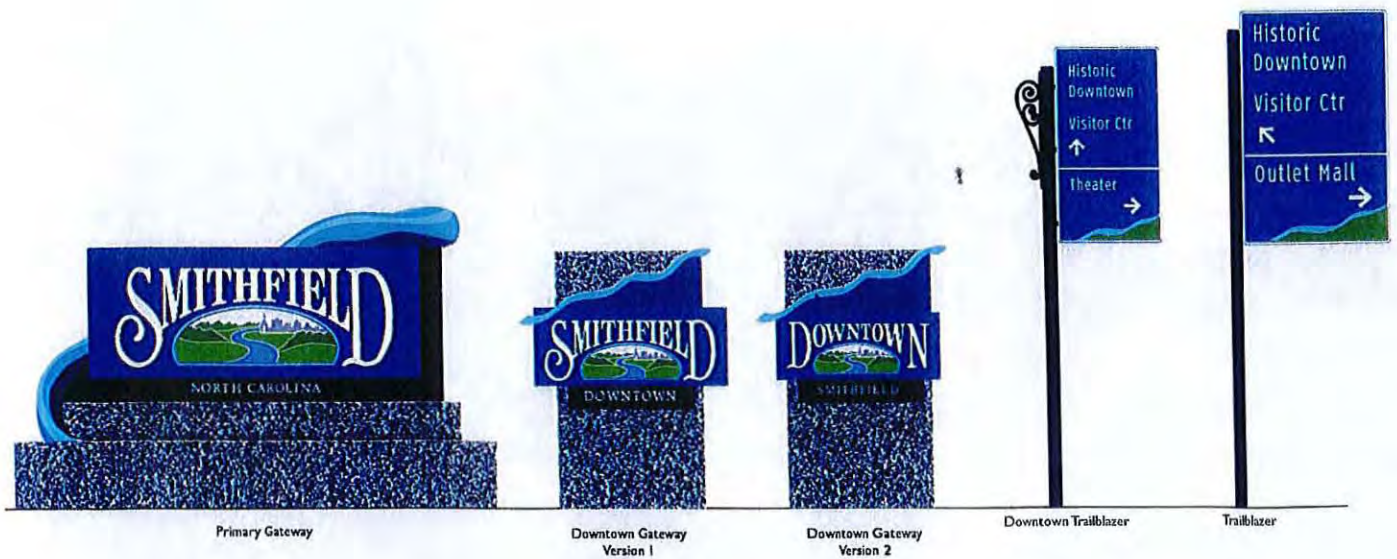
Photo simulation of the primary gateway sign.



PREFERRED OPTION - BLUE

This option of the primary and downtown gateways incorporates the Smithfield logo into the gateway design as a plaque.

Additional options were created using the Smithfield logo intact and incorporating it into the asymmetrical design. These design options were submitted to the task group and are currently under review.



BLUE OPTION - REVISED

The river element in this design creates a more contemporary asymmetrical gateway design that uses the Smithfield logo intact. The background color uses the blue to enhance the readability of the sign. The river element on the downtown gateway is simplified to economize the size of the sign.

SMITHFIELD, NORTH CAROLINA WAYFINDING SIGN SYSTEM ASSESSMENT

NEXT STEPS

V

If Smithfield chooses to move forward with designing and implementing a custom wayfinding sign system, these are the next steps in the process

1. Secure funding for design and implementation. A system will require design and construction documents. Coordination with NCDOT and public works will be required particularly in regard to signs in the NCDOT right-of-way. The cost of the design phase will be dependent on the scope of the system. Communities have used a variety of funding sources ranging from local taxes, tourism dollars, transportation enhancement grants, and local foundations to fund these projects. See accompanying document, Urban Wayfinding Planning and Implementation Manual regarding funding systems.
2. Set up a wayfinding task group; this group will help guide the project from design through implementation. The working group for this assessment would be a good group to move the project forward.
3. Decide destinations to be signed. Keep in mind that the more destinations to be signed, the more signs, and the more costly the system. Most trailblazer signs that are geared to motorists are limited to three destinations. In North Carolina, the NCDOT will allow four destinations in areas 25 mph or less. Other criteria to consider includes:
 - a. Visitor Count: Destinations/attractions that are the largest tourism traffic generators. These destinations/attractions can provide definition to the town due to their noteworthiness and name recognition outside of the region.
 - b. Hours/Season of Operation: Destinations that are open to the public, on a continuous basis, either year-round or during the normal operational season for the type of facility.
 - c. Historical Destinations: Most significant and region-defining cultural, historic, and civic assets.
 - d. Sign to an Area: Rather than individual business, office, or industry (example: shopping district, restaurants, warehouse district, etc.).
 - e. Budget for a Wayfinding Sign System: Prioritization of destinations/attractions based on allowable budget for fabricating, installing, and maintaining the sign system.
4. Develop a preferred design for the system and determine which wayfinding components the Town needs and can afford. Determine if the system will be installed in phases. (For instance, many communities will install gateway signs first with trailblazer signs being a later addition.)
5. Complete the construction intent documents including sign types, sign locations and content and phasing plan.
6. Secure NCDOT approvals for any signs in their right-of-way.
7. Bid out the sign system and proceed with fabrication and installation.
8. Enjoy all the new visitors who will find all of your great destinations!

Public Hearings



Request for City Council Action

Public Hearing Item: **Municipal Service District**
Date: 8/2/2016

Subject: Municipal Service District
Department: General Government
Presented by: Michael L. Scott, Town Manager & Bob Spence, Town Attorney
Presentation: Public Hearing

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 to solicit input from the residents and property owners as to the needs of the service district

Recommendation

N/A

Approved: City Manager City Attorney

Attachments:

1. NCGS Article 23 Municipal Service Districts
2. S.L. 2015-241 (pages 292-293)



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.** This is accomplished by conducting a public hearing.
- 2. Use a bid process to select the private entity that is contracting to provide services or undertake projects in the MSD.**
- 3. Hold a public hearing before entering into the contract.**
- 4. Require the contracting entity to report annually to the municipality.**
- 5. Specify the scope of the services to be provided by the private entity in the contract.**
- 6. Limit the contract to five years or less.**

After the public hearing, the Town will advertise a Request for Proposals (RFP) for Downtown Smithfield Municipal Service District Program Management Services. At the September 6, 2016 Council Meeting, staff will provide to the Council the request for proposals that were submitted along with a recommendation on which private entity is best suited to achieve the needs of the service district. At that time, the Council may also consider entering into a contract with the private agency of choice in accordance with NCGS 160A-536 (d)

The Downtown Smithfield Development Corporation has been partnering with the Town of Smithfield to provide services to the MSD since the Downtown Overlay Tax District was created on October 4, 2005.

Article 23.

Municipal Service Districts.

§ 160A-535. Title; effective date.

This Article may be cited as "The Municipal Service District Act of 1973," and is enacted pursuant to Article V, Sec. 2(4) of the Constitution of North Carolina, effective July 1, 1973. (1973, c. 655, s. 1.)

§ 160A-536. Purposes for which districts may be established.

(a) Purposes. - The city council of any city may define any number of service districts in order to finance, provide, or maintain for the districts one or more of the following services, facilities, or functions in addition to or to a greater extent than those financed, provided or maintained for the entire city:

- (1) Beach erosion control and flood and hurricane protection works.
- (1a) **(For applicability see note) Any service, facility, or function which the municipality may by law provide in the city, and including but not limited to placement of utility wiring underground, placement of period street lighting, placement of specially designed street signs and street furniture, landscaping, specialized street and sidewalk paving, and other appropriate improvements to the rights-of-way that generally preserve the character of an historic district; provided that this subdivision only applies to a service district which, at the time of its creation, had the same boundaries as an historic district created under Part 3A of Article 19 of this Chapter.**
- (2) **Downtown revitalization projects.**
- (2a) **Urban area revitalization projects.**
- (2b) Transit-oriented development projects.
- (3) Drainage projects.
- (3a) Sewage collection and disposal systems of all types, including septic tank systems or other on-site collection or disposal facilities or systems.
- (3b) (For applicability see note) Lighting at interstate highway interchange ramps.
- (4) Off-street parking facilities.
- (5) Watershed improvement projects, including but not limited to watershed improvement projects as defined in General Statutes Chapter 139; drainage projects, including but not limited to the drainage projects provided for by General Statutes Chapter 156; and water resources development projects, including but not limited to the federal water resources development projects provided for by General Statutes Chapter 143, Article 21.
- (6) Conversion of private residential streets to public streets as provided in subsection (e) of this section.

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

area. Examples of downtown revitalization projects include by way of illustration but not limitation all of the following:

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

(c) Urban Area Revitalization Defined. - As used in this section, the term "urban area revitalization projects" includes the provision within an urban area of any service or facility that may be provided in a downtown area as a downtown revitalization project under subdivision (a)(2) and subsection (b) of this section. As used in this section, the term "urban area" means an area that (i) is located within a city and (ii) meets one or more of the following conditions:

- (1) It is the central business district of the city.**
- (2) It consists primarily of existing or redeveloping concentrations of industrial, retail, wholesale, office, or significant employment-generating uses, or any combination of these uses.**
- (3) It is located in or along a major transportation corridor and does not include any residential parcels that are not, at their closest point, within 150 feet of the major transportation corridor right-of-way or any nonresidentially zoned parcels that are not, at their closest point, within 1,500 feet of the major transportation corridor right-of-way.**
- (4) It has as its center and focus a major concentration of public or institutional uses, such as airports, seaports, colleges or universities, hospitals and health care facilities, or governmental facilities.**

(c1) Transit-Oriented Development Defined. - As used in this section, the term "transit-oriented development" includes the provision within a public transit area of any service or facility listed in this subsection. A public transit area is an area within a one-fourth mile radius of any passenger stop or station located on a mass transit line. A mass transit line is a rail line along which a public transportation service operates or a busway or guideway dedicated to public transportation service. A busway is not a mass transit line if a majority of its length is also generally open to passenger cars and other private vehicles more than two days a week.

The following services and facilities are included in the definition of "transit-oriented development" if they are provided within a transit area:

- (1) Any service or facility that may be provided in a downtown area as a downtown revitalization project under subdivision (a)(2) and subsection (b) of this section.
- (2) Passenger stops and stations on a mass transit line.
- (3) Parking facilities and structures associated with passenger stops and stations on a mass transit line.
- (4) Any other service or facility, whether public or public-private, that the city may by law provide or participate in within the city, including retail, residential, and commercial facilities.

(d) **Contracts.** - A city may provide services, facilities, functions, or promotional and developmental activities in a service district with its own forces, through a contract with another governmental agency, **through a contract with a private agency**, or by any combination thereof. Any contracts entered into pursuant to this subsection shall comply with all of the following criteria:

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

(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.**

(e) **Converting Private Residential Streets to Public Streets.** - A city may establish a municipal service district for the purpose of converting private residential streets to public streets

if the conditions of this subsection are met. The property tax levied in a municipal service district created for this purpose may be used only to pay the costs related to the transfer of ownership of the streets, evaluation of the condition of the private streets, and the design and construction costs related to improving the private streets to meet public street standards as approved by the governing board. Notwithstanding G.S. 160A-542, the property tax rate in a district created for this purpose may not be in excess of thirty percent (30%) of the ad valorem tax rate in effect in the city in the fiscal year prior to the establishment of the district. After the private streets have been upgraded to meet public street standards and all costs have been recovered from the tax in the district, no further tax may be levied in the district, and the city council must abolish the municipal service district as provided by G.S. 160A-541.

Notwithstanding G.S. 160A-299, if a city abandons the streets and associated rights-of-way acquired pursuant to this subsection, the street-related common elements must be returned to the owners' association from which the city acquired them in a manner that makes the owners' association's holdings in common elements as they were prior to the establishment of the municipal service district.

For a city to create a municipal service district for the purpose of converting private residential streets to public streets, all of the following conditions must be met:

- (1) The private residential road must be nongated.
- (2) The city must receive a petition signed by at least sixty percent (60%) of the lot owners of the owners' association requesting the city to establish a municipal service district for the purpose of paying the costs related to converting private residential streets to public streets. The executive board of an owners' association for which the city has received a petition under this subsection may transfer street-related common elements to the city, notwithstanding the provisions of either the North Carolina Planned Community Act in Chapter 47F of the General Statutes or the North Carolina Condominium Act in Chapter 47C of the General Statutes, or related articles of declaration, deed covenants, or any other similar document recorded with the Register of Deeds.
- (3) The city must agree to accept the converted streets for perpetual public maintenance.
- (4) The city must meet one of the following requirements:
 - a. Located primarily in a county that has a population of 750,000 or more according to the most recent decennial federal census, and also located in an adjacent county with a population of 250,000 or more according to the most recent decennial federal census.
 - b. Located primarily in a county with a population of 250,000 or more according to the most recent decennial federal census, and also located in an adjacent county with a population of 750,000 or more according to the most recent decennial federal census. (1973, c. 655, s. 1; 1977, c. 775, ss. 1, 2; 1979, c. 595, s. 2; 1985, c. 580; 1987, c. 621, s. 1; 1999-224, s. 1; 1999-388, s. 1; 2004-151, s. 1; 2004-203, s. 5(m); 2009-385, s. 1; 2011-72, ss. 1, 2; 2011-322, s. 1; 2012-79, s. 1.11; 2015-241, s. 15.16B(a).)

§ 160A-537. Definition of service districts.

(a) Standards. - The city council of any city may by resolution define a service district upon finding that a proposed district is in need of one or more of the services, facilities, or functions listed in G.S. 160A-536 to a demonstrably greater extent than the remainder of the city.

(b) Report. - Before the public hearing required by subsection (c), the city council shall cause to be prepared a report containing:

- (1) A map of the proposed district, showing its proposed boundaries;
- (2) A statement showing that the proposed district meets the standards set out in subsection (a); and
- (3) A plan for providing in the district one or more of the services listed in G.S. 160A-536.

The report shall be available for public inspection in the office of the city clerk for at least four weeks before the date of the public hearing.

(c) Hearing and Notice. - The city council shall hold a public hearing before adopting any resolution defining a new service district under this section. Notice of the hearing shall state the date, hour, and place of the hearing and its subject, and shall include a map of the proposed district and a statement that the report required by subsection (b) is available for public inspection in the office of the city clerk. The notice shall be published at least once not less than one week before the date of the hearing. In addition, it shall be mailed at least four weeks before the date of the hearing by any class of U.S. mail which is fully prepaid to the owners as shown by the county tax records as of the preceding January 1 (and at the address shown thereon) of all property located within the proposed district. The person designated by the council to mail the notice shall certify to the council that the mailing has been completed and his certificate is conclusive in the absence of fraud.

(d) Effective Date. - Except as otherwise provided in this subsection, the resolution defining a service district shall take effect at the beginning of a fiscal year commencing after its passage, as determined by the city council. If the governing body in the resolution states that general obligation bonds or special obligation bonds are anticipated to be authorized for the project, it may make the resolution effective immediately upon its adoption or as otherwise provided in the resolution. However, no ad valorem tax may be levied for a partial fiscal year.

(e) In the case of a resolution defining a service district, which is adopted during the period beginning July 1, 1981, and ending July 31, 1981, and which district is for any purpose defined in G.S. 160A-536(1), the city council may make the resolution effective for the fiscal year beginning July 1, 1981. In any such case, the report under subsection (b) of this section need only have been available for public inspection for at least two weeks before the date of the public hearing, and the notice required by subsection (c) of this section need only have been mailed at least two weeks before the date of the hearing. (1973, c. 655, s. 1; 1981, c. 53, s. 1; c. 733, s. 1; 2006-162, s. 25; 2012-156, s. 4.)

§ 160A-538. Extension of service districts.

(a) Standards. - The city council may by resolution annex territory to any service district upon finding that:

- (1) The area to be annexed is contiguous to the district, with at least one eighth of the area's aggregate external boundary coincident with the existing boundary of the district;
- (2) That the area to be annexed requires the services of the district.

(b) Annexation by Petition. - The city council may also by resolution extend by annexation the boundaries of any service district when one hundred percent (100%) of the real property owners of the area to be annexed have petitioned the council for annexation to the service district.

(c) Report. - Before the public hearing required by subsection (d), the council shall cause to be prepared a report containing:

- (1) A map of the service district and the adjacent territory, showing the present and proposed boundaries of the district;
- (2) A statement showing that the area to be annexed meets the standards and requirements of subsections (a) or (b); and
- (3) A plan for extending services to the area to be annexed.

The report shall be available for public inspection in the office of the city clerk for at least two weeks before the date of the public hearing.

(d) Hearing and Notice. - The council shall hold a public hearing before adopting any resolution extending the boundaries of a service district. Notice of the hearing shall state the date, hour and place of the hearing and its subject, and shall include a statement that the report required by subsection (c) is available for inspection in the office of the city clerk. The notice shall be published at least once not less than one week before the date of the hearing. In addition, the notice shall be mailed at least four weeks before the date of the hearing to the owners as shown by the county tax records as of the preceding January 1 of all property located within the area to be annexed. The notice may be mailed by any class of U.S. mail which is fully prepaid. The person designated by the council to mail the notice shall certify to the council that the mailing has been completed, and his certificate shall be conclusive in the absence of fraud.

(e) Effective Date. - The resolution extending the boundaries of the district shall take effect at the beginning of a fiscal year commencing after its passage, as determined by the council.

(f) **(For applicability see note)** A service district which at the time of its creation had the same boundaries as an historic district created under Part 3A of Article 19 of this Chapter may only have its boundaries extended to include territory which has been added to the historic district. (1973, c. 655, s. 1; 1981, c. 53, s. 2; 1987, c. 621, s. 2.)

§ 160A-538.1. Reduction of service districts.

(a) Upon finding that there is no longer a need to include within a particular service district any certain tract or parcel of land, the city council may by resolution redefine a service district by removing therefrom any tract or parcel of land which it has determined need no longer be included in said district. The city council shall hold a public hearing before adopting a resolution removing any tract or parcel of land from a district. Notice of the hearing shall state the date, hour and place of the hearing, and its subject, and shall be published at least once not less than one week before the date of the hearing.

(b) The removal of any tract or parcel of land from any service district shall take effect at the end of a fiscal year following passage of the resolution, as determined by the city council.

(c) **(For applicability see note)** A service district which at the time of its creation had the same boundaries as an historic district created under Part 3A of Article 19 of this Chapter may only have its boundaries reduced to exclude territory which has been removed from the historic district. (1977, c. 775, s. 3; 1987, c. 621, s. 3.)

§ 160A-539. Consolidation of service districts.

(a) The city council may by resolution consolidate two or more service districts upon finding that:

- (1) The districts are contiguous or are in a continuous boundary; and
- (2) The services provided in each of the districts are substantially the same; or
- (3) If the services provided are lower for one of the districts, there is a need to increase those services for that district to the level of that enjoyed by the other districts.

(b) Report. - Before the public hearing required by subsection (c), the city council shall cause to be prepared a report containing:

- (1) A map of the districts to be consolidated;
- (2) A statement showing the proposed consolidation meets the standards of subsection (a); and
- (3) If necessary, a plan for increasing the services for one or more of the districts so that they are substantially the same throughout the consolidated district.

The report shall be available in the office of the city clerk for at least two weeks before the public hearing.

(c) Hearing and Notice. - The city council shall hold a public hearing before adopting any resolution consolidating service districts. Notice of the hearing shall state the date, hour, and place of the hearing and its subject, and shall include a statement that the report required by subsection (b) is available for inspection in the office of the city clerk. The notice shall be published at least once not less than one week before the date of the hearing. In addition, the notice shall be mailed at least four weeks before the hearing to the owners as shown by the county tax records as of the preceding January 1 of all property located within the consolidated district. The notice may be mailed by any class of U.S. mail which is fully prepaid. The person designated by the council to mail the notice shall certify to the council that the mailing has been completed, and his certificate shall be conclusive in the absence of fraud.

(d) Effective Date. - The consolidation of service districts shall take effect at the beginning of a fiscal year commencing after passage of the resolution of consolidation, as determined by the council. (1973, c. 655, s. 1; 1981, c. 53, s. 2.)

§ 160A-540. Required provision or maintenance of services.

(a) New District. - When a city defines a new service district, it shall provide, maintain, or let contracts for the services for which the residents of the district are being taxed within a reasonable time, not to exceed one year, after the effective date of the definition of the district.

(b) Extended District. - When a city annexes territory for a service district, it shall provide, maintain, or let contracts for the services provided or maintained throughout the district to the residents of the area annexed to the district within a reasonable time, not to exceed one year, after the effective date of the annexation.

(c) Consolidated District. - When a city consolidates two or more service districts, one of which has had provided or maintained a lower level of services, it shall increase the services within that district (or let contracts therefor) to a level comparable to those provided or maintained elsewhere in the consolidated district within a reasonable time, not to exceed one year, after the effective date of the consolidation. (1973, c. 655, s. 1.)

§ 160A-541. Abolition of service districts.

Upon finding that there is no longer a need for a particular service district, the city council may by resolution abolish that district. The council shall hold a public hearing before adopting a resolution abolishing a district. Notice of the hearing shall state the date, hour and place of the hearing, and its subject, and shall be published at least once not less than one week before the date of the hearing. The abolition of any service district shall take effect at the end of a fiscal year following passage of the resolution, as determined by the council. (1973, c. 655, s. 1.)

§ 160A-542. Taxes authorized; rate limitation.

(a) A city may levy property taxes within defined service districts in addition to those levied throughout the city, in order to finance, provide or maintain for the district services provided therein in addition to or to a greater extent than those financed, provided or maintained for the entire city. In addition, a city may allocate to a service district any other revenues whose use is not otherwise restricted by law.

(b) Property subject to taxation in a newly established district or in an area annexed to an existing district is that subject to taxation by the city as of the preceding January 1.

(c) Property taxes may not be levied within any district established pursuant to this Article in excess of a rate on each one hundred dollar (\$100.00) value of property subject to taxation which, when added to the rate levied city wide for purposes subject to the rate limitation, would exceed the rate limitation established in G.S. 160A-209(d), unless that portion of the rate in excess of this limitation is submitted to and approved by a majority of the qualified voters residing within the district. Any referendum held pursuant to this subsection shall be held and conducted as provided in G.S. 160A-209.

(d) **In setting the tax rate, the city council shall consider the current needs, as well as the long-range plans and goals for the service district. The city council shall set the tax rate so that there is no accumulation of excess funds beyond that necessary to meet current needs, fund long-range plans and goals, and maintain a reasonable fund balance. Moneys collected shall be used only for meeting the needs of the service district, as those needs are determined by the city council.**

(e) This Article does not impair the authority of a city to levy special assessments pursuant to Article 10 of this Chapter for works authorized by G.S. 160A-491, and may be used in addition to that authority. (1973, c. 655, s. 1; 2015-241, s. 15.16B(b).)

§ 160A-543. Bonds authorized.

A city may incur debt under general law to finance services, facilities or functions provided within a service district. If a proposed general obligation bond issue is required by law to be submitted to and approved by the voters of the city, and if the proceeds of the proposed bond issue are to be used in connection with a service that is or, if the bond issue is approved, will be provided only for one or more service districts or at a higher level in service districts than city wide, the proposed bond issue must be approved concurrently by a majority of those voting throughout the entire city and by a majority of the total of those voting in all of the affected or to be affected service districts. (1973, c. 655, s. 1; 2004-151, s. 4.)

§ 160A-544. Exclusion of personal property of public service corporations.

There shall be excluded from any service district and the provisions of this Article shall not apply to the personal property of any public service corporation as defined in G.S. 160A-243(c); provided that this section shall not apply to any service district in existence on January 1, 1977. (1977, c. 775, s. 4.)

Budget Code	Fund	Description
54600	5211	Utilities – Commission Staff
54600	5217	Utilities – Gas Pipelines
54600	5218	PUC Capacity Grant – ARRA
54600	5221	Utilities – Public Staff
64605	6431	Utility and Public Staff.

SECTION 15.15.(b) In realigning the certified budget for the funds described in subsection (a) of this section, the Utilities Commission and Public Staff shall prioritize eliminating unnecessary vacant positions and making line-item modifications that reflect anticipated agency requirements. The Utilities Commission and Public Staff shall not expend any funds unless they are appropriated in this act for fiscal year 2015-2016 and fiscal year 2016-2017.

UTILITY COMMISSION FEES AND CHARGES

SECTION 15.16A.(a) The Utilities Commission and Public Staff shall jointly review all fees and charges provided for in G.S. 62-300 to determine (i) whether the fees and charges are sufficient to cover the costs of processing the applications and filings required by G.S. 62-300 and (ii) whether new categories should be established to impose fees or charges on persons or entities who make applications or filings to the Utilities Commission but are not expressly included in any of the current categories listed in G.S. 62-300. The review may also include any other relevant matters related to fees and charges for applications and filings made to the Utilities Commission.

SECTION 15.16A.(b) By April 1, 2016, the Utilities Commission and Public Staff shall report their findings, including any recommendations on amending the fees and charges for applications and filings under G.S. 62-300, to the Joint Legislative Commission on Energy Policy, the chairs of the House of Representatives Appropriations Committee on Agriculture and Natural and Economic Resources and the Senate Appropriations Committee on Natural and Economic Resources, and the Fiscal Research Division.

MUNICIPAL SERVICE DISTRICTS/CONTRACTS WITH PRIVATE AGENCY/TAXES/STUDY

SECTION 15.16B.(a) G.S. 160A-536 reads as rewritten:
"§ 160A-536. Purposes for which districts may be established.

...
 (d) **Contracts.** – A city may provide services, facilities, functions, or promotional and developmental activities in a service district with its own forces, through a contract with another governmental agency, through a contract with a private agency, or by any combination thereof. Any contracts entered into pursuant to this ~~paragraph~~ subsection shall comply with all of the following criteria:

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

(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.

...."

SECTION 15.16B.(b) G.S. 160A-542 reads as rewritten:

"§ 160A-542. Taxes authorized; rate limitation.

(a) A city may levy property taxes within defined service districts in addition to those levied throughout the city, in order to finance, provide or maintain for the district services provided therein in addition to or to a greater extent than those financed, provided or maintained for the entire city. In addition, a city may allocate to a service district any other revenues whose use is not otherwise restricted by law.

(b) Property subject to taxation in a newly established district or in an area annexed to an existing district is that subject to taxation by the city as of the preceding January 1.

(c) Property taxes may not be levied within any district established pursuant to this Article in excess of a rate on each one hundred dollar (\$100.00) value of property subject to taxation which, when added to the rate levied city wide for purposes subject to the rate limitation, would exceed the rate limitation established in G.S. 160A-209(d), unless that portion of the rate in excess of this limitation is submitted to and approved by a majority of the qualified voters residing within the district. Any referendum held pursuant to this ~~paragraph~~ subsection shall be held and conducted as provided in G.S. 160A-209.

(d) In setting the tax rate, the city council shall consider the current needs, as well as the long-range plans and goals for the service district. The city council shall set the tax rate so that there is no accumulation of excess funds beyond that necessary to meet current needs, fund long-range plans and goals, and maintain a reasonable fund balance. Moneys collected shall be used only for meeting the needs of the service district, as those needs are determined by the city council.

(e) This Article does not impair the authority of a city to levy special assessments pursuant to Article 10 of this Chapter for works authorized by G.S. 160A-491, and may be used in addition to that authority."

SECTION 15.16B.(c) The Legislative Research Commission shall study the feasibility of authorizing property owners within a municipal service district to petition for removal from that municipal service district. The Legislative Research Commission may consider any issues relevant to this study. The Legislative Research Commission shall report its findings and recommendations, including any proposed legislation, to the 2016 Regular Session of the 2015 General Assembly.

SECTION 15.16B.(d) Subsection (a) of this section becomes effective October 1, 2015, and applies to contracts entered into on or after that date. Subsection (b) of this section is effective for taxes imposed for taxable years beginning on or after January 1, 2016. The remainder of this section is effective when this act becomes law.

NC BIOTECHNOLOGY CENTER

SECTION 15.17.(a) Of the funds appropriated in this act to the North Carolina Biotechnology Center (hereinafter "Center"), the sum of thirteen million six hundred thousand three hundred thirty-eight dollars (\$13,600,338) for each fiscal year in the 2015-2017 biennium shall be allocated as follows:

- (1) Job Creation: Ag Biotech Initiative, Economic and Industrial Development, and related activities – \$2,924,073;
- (2) Science and Commercialization: Science and Technology Development, Centers of Innovation, Business and Technology Development, Education and Training, and related activities – \$8,813,019; and
- (3) Center Operations: Administration, Professional and Technical Assistance and Oversight, Corporate Communications, Human Resource Management, Financial and Grant Administration, Legal, and Accounting – \$1,863,246.



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-16-05
Project Name: Canon Farm LLC
TAX ID number: 17K09005
Town Limits / ETJ: ETJ
Applicant: Canon Farm LLC
Owners: Meldiph, LLC
Agents: Beth Trahos
Neighborhood Meeting: none

PROJECT LOCATION: Southeast side of the intersection of Lee-Youngblood Road and Wilsons Mills Road.

REQUEST: The applicant is requesting a conditional use permit to construct and operate a solar farm.

SITE DATA:

Acreage: 30± acres portion of a 101.5 acre track of land
Present Zoning: R-20A (Residential-Agricultural)
Proposed Zoning: N/A
Existing Use / Previous: Agriculture / Wooded

DEVELOPMENT DATA:

Proposed Use: Fixed tilt, photovoltaic solar farm with electrical power inverters, electrical transformers, buried conduit, security fence and planted buffer yards. The propose facility will tie into Duke Energy power grid.

ENVIRONMENTAL: There are environmentally sensitive areas on the property considered for a Conditional Use Permit to include a jurisdictional stream. The development will be encouraged to limit its encroachment in these areas. The property is within the Watershed Protection Overlay District and within close proximity to the Neuse River Conservation Overlay District.

ADJACENT ZONING AND LAND USES:

North:	Zoning:	R-20A (Residential-Agriculture)
	Existing Use:	Residential & Agriculture
South:	Zoning:	R-20A (Residential-Agriculture)
	Existing Use:	Residential & Agriculture
East:	Zoning:	R-20A (Residential-Agriculture)
	Existing Use:	Woodlands
West:	Zoning:	R-20A (Residential-Agriculture)
	Existing Use:	Residential & Agriculture

STAFF ANALYSIS AND COMMENTARY: The proposed solar facility is considered a utility and permitted in all zoning districts with a Town of Smithfield Town Council approved Conditional Use Permit. The entire facility will be fenced and gated along with a fifty foot landscape buffer outside of the fence line. The property has approximately 400 feet of frontage on Wilson's Mills Road and access to the site will be from a private drive which will require an NCDOT approved driveway permit. A Johnston County 6 inch water main and Duke Energy Progress electric service is located within the right-of-way of Wilson's Mills Road. Gas and fiber optic services are all in close proximity of the array for the purpose of supporting residential / commercial growth.

- **Consistency with the Strategic Growth Plan**

The Strategic Growth Plan has identified this area as being suitable for low density residential and agricultural land uses. The Strategic Growth Plan has identified a commercial node on Wilson's Mills Road north of the subject property. A new commercial node has been created with the construction of the Durwood Stephenson Highway. Thus, the residential / commercial corridor should be reserved for future development as the comprehensive land use plan states.

- **Consistency with the Unified Development Code**

Public Utilities type uses are permitted in all zoning districts with an approved conditional use permit and will be subject to any reasonable condition that may be placed on the project.

- **Compatibility with Surrounding Land Uses**

The existing and surrounding land uses are low density residential and agricultural in nature. It is unlikely that negative impacts on existing farm uses will occur providing the site is properly buffered in accordance with the Town of Smithfield Unified Development Regulations. Existing residences will experience immediate aesthetic impacts due to the construction of the array. Future land uses will be hampered because of an industrial type use being located in a transportation corridor identified for future commercial and residential uses.

- **Signs**

Sign requirements will be minimal for the requested use.

OTHER:

FIRE PROTECTION: Wilson's Mills Fire District

SCHOOL IMPACTS: NA

PARKS AND RECREATION: NA

ACCESS/STREETS: 400 feet of road frontage along Wilson's Mills Road

WATER/SEWER PROVIDER: Johnston County 6 inch water line / Town of Smithfield gravity sewer main located approximately 3,000 feet southwest of the subject property.

ELECTRIC PROVIDER: Duke Energy Progress

Planning Department Recommendations:

The Planning Department recommends that **IF** the application is recommended for approval by the Planning Board, that the following conditions be placed on the project:

1. Provide a minimum 50 foot landscape buffer with required plant material and 100 foot buffer with required plant material were adjacent to residential homes.
 2. Install security fence with gate prior to operation of the facility.
 3. Secure an approved NCDOT driveway permit prior to construction of facility.
-

Planning Board Recommendations:

The Planning Board, at its June 2, 2016 meeting, unanimously voted to recommend denial of a conditional use permit request to construct and operate a solar farm on property located within an R-20A (Residential-Agricultural) zoning district.

Town Council Action Requested:

The Smithfield Town Council is requested to review the petition and make a decision in accordance with the finding of fact for a conditional use permit to allow for a solar farm on property located within an R-20A (Residential-Agricultural) zoning district.



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

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: Canon Farm, LLC Acreage of Property: 30± acres (project area)
 Parcel ID Number: 17K09005 Tax ID: 4279407
 Deed Book: 04573 Deed Page(s): 0446
 Address: 1948 Wilsons Mills Road, Smithfield, NC 27577
 Location: off Wilsons Mills Road southeast of the juncture of Lee-Youngblood Road with Wilsons Mills Road
 Existing Use: agricultural/woodland Proposed Use: Public Utility Substation/Switching Station (solar farm)
 Existing Zoning District: R-20A
 Requested Zoning District: n/a
 Is project within a Planned Development: Yes No
 Planned Development District (if applicable): n/a
 Is project within an Overlay District: Yes No
 Overlay District (if applicable): Water Supply Watershed Protection Overlay District (partial)

FOR OFFICE USE ONLY

File Number: 402-16-05 Date Received: 5/6/16 Amount Paid: \$300.00

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;

Please see attached.

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

Please see attached.

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

Please see attached.

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).

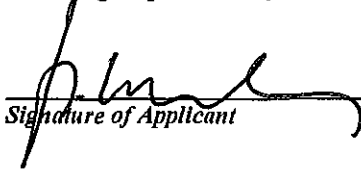
Please see attached.

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.

Canon Farm, LLC

Print Name



Signature of Applicant

5/2/16

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: Canon Farm, LLC Submittal Date: _____

OWNERS AUTHORIZATION

I hereby give CONSENT to Canon Farm, LLC (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 *Print Name* *Date*

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

[Signature] Markus Wilhelm 5/9/16
Signature of Owner/Applicant *Print Name* *Date*

FOR OFFICE USE ONLY

File Number: 107-16-05 Date Received: 5/6/16 Parcel ID Number: 17K09005

**CONDITIONAL USE PERMIT
APPLICATION FOR SOLAR FARM**

**IN RE: Canon Farm, LLC and Meldiph, LLC
Proposed Public Utility Substation/Switching Station (Solar Farm)
Johnston County PIN: 17K09005
Address: 1948 Wilsons Mills Road, Smithfield, North Carolina**

**STATEMENT OF JUSTIFICATION IN SUPPORT OF THE
CONDITIONAL USE PERMIT APPLICATION**

NOW COMES THE PETITIONER, by and through counsel of record, and respectfully requests approval of its application for a conditional use permit to operate a Solar Farm. In support of this request, Petitioner provides the following information:

I. Introduction

Canon Farm, LLC, a subsidiary of Strata Solar, LLC proposes to construct a Public Utility/Substation/Switching Station (“Solar Farm”) on 30± acres of a larger tract of land owned by Meldiph, LLC located in the southeast quadrant of the intersection of Lee-Youngblood and Wilsons Mills Roads. The portion of the property where the Solar Farm will be located is cleared and the balance of the property is wooded. The property is currently zoned Residential-Agricultural District (“R-20A”) with the Water Supply Watershed Overlay District on a portion of the property. Adjacent and nearby properties are utilized for homes, farmland, and woodlands.

A Solar Farm is permitted in the R-20A zoning district under the use category “Public Utility/Substation/Switching Station” with a conditional use permit approved by the Town Council. The application, including this brief, site plan, and draft decommissioning plan submitted contemporaneously with the application form, is complete and complies with the requirements of the Town of Smithfield Unified Development Ordinance (“UDO”).

The Solar Farm will contain rows of Photovoltaic (PV) cells mounted on posts set in the ground individually. The posts are set individually in an effort to minimize the amount of grading on site. These rows of PV cells are referred to as “solar arrays.” The solar arrays will be fixed in place facing south in order to receive the maximum amount of solar energy. This configuration contains no moving parts. The power generated from the solar farm will be connected to the power grid for use by consumers.

II. Statement in Support of Application

This Conditional Use Permit application for a Solar Farm meets all the general standards for approval as required under the UDO. Detailed information is provided about each requirement below.

A. 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 Solar Farm will not materially endanger the public health or safety. The site will generate almost no traffic. The solar farm will not be staffed daily; employees are expected to visit the property periodically to check and maintain the equipment, mow the grass and make repairs.

The proposed solar farm will meet requirements of the Water Supply Watershed Overlay District. The proposed Solar Farm will protect against soil erosion and sedimentation. Care is taken to minimize grading on the site by individually setting poles to support the solar cells. The areas beneath the solar panels will be planted with grass to stabilize the site. During construction, erosion control measures will be maintained in accordance with the state and local regulations. The site will comply with state and local stormwater regulations.

As there will be no employees on site, there is no need for utilities. State environmental buffers will be maintained and respected.

The proposed solar farm will consume practically no town or county services: no seats in schools or on school buses, virtually no refuse or recycling needs, no special police protection, no demand for water from depleted aquifers and no sewage disposal. Further, there is no light pollution or emissions of any kind.

B. The use meets all required conditions and specifications.

The proposed Solar Farm meets all height requirements. As such, no system, equipment or solar arrays will exceed 25 feet in height excluding electrical transmission lines and utility poles. Power transmission lines will be located underground to the extent practical.

The proposed Solar Farm meets all landscape and fencing requirements. Setbacks will be at least fifty feet (50') from street right-of-way and all external property boundaries. The active portion of the site containing equipment will be enclosed and secured by a fence. It will be accessible by emergency officials 24/7 via a gated entrance. Extensive tree cover/vegetation exists along the rear of the proposed Solar Farm site and will remain as shown on the site plan. Where existing vegetation does not meet code standards, a plant materials meeting code requirements will be installed.

As noted on the accompanying site plan, no lighting is proposed for this site. The only sound occurs during daylight hours with the quiet hum of electrical transformers, inverters, and

substation delivering solar power to the power grid. At night, when the sun is not available, there is no energy being created and no noise on the site.

The proposed Project is designed to conform to- and will be installed in compliance with all building and electrical codes set forth by the state and local governments. All solar system components will have a UL listing and anti-reflective coating(s). Individual arrays/solar panels will be designed and located to prevent glare toward any inhabited buildings and street rights-of-way.

C. 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.

The proposed use will not adversely affect the use or any physical attribute of adjoining or abutting properties, nor will it or injure the value of adjoining or abutting properties. Solar farms are quiet. The solar arrays have no moving parts. The only sound occurs during daylight hours with the quiet hum of electrical transformers, inverters and substation delivering solar power to the power grid. Similar facilities are located in neighborhoods to deliver power to homes. At night there is no energy being created and no noise on the site. Employees visit the periodically generating fewer vehicles trips than the average home. Solar panels are designed to absorb light, rather than reflect it.

Solar energy is a public necessity. Demand for electricity has increased in recent years, and our society is dependent upon conventional sources of power such as coal, gas, and nuclear energy. Conventional sources of electricity are expensive, finite resources that require significant environmental disruption and public safety risk to maintain or extract. Solar energy is a clean, inexpensive, unlimited resource with little environmental impact.

D. 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 16A-382(b).

The proposed Solar Farm will be in harmony with the residential and agricultural land use pattern that exists in the area today. Solar farms make good neighbors: they are quiet and they do not create dust or odor as other permitted uses can.

The proposed Solar Farm is consistent with the Comprehensive Growth Management Plan for the Town of Smithfield ("Land Use Plan"). The Land Use Plan designates the site as Open Space/ Low Density Residential. Solar farms are low intensity land uses that are compatible with low density residential, designed and constructed in an environmentally friendly fashion, and do not need public utilities.

Further, a goal of the Plan is to optimize resources. The proposed Solar Farm embodies this goal. The proposed Project is non-obtrusive, environmentally friendly, and advances the public necessity of adopting renewable sourcing of electricity. Issuance of a conditional use permit for the proposed Project demonstrates the Town's commitment to sustainable growth.

The proposed Solar Farm meets all locational criteria, and is consistent with the Town of Smithfield's Growth Management Plan.

**Canon Farm, LLC
Decommissioning Plan
Canon Farm Solar Electric Power Plant
Wilson's Mill Rd, Smithfield, NC**

As required by Town of Smithfield, NC as a condition of a Conditional Use Permit to construct the Canon Farm Solar Electric Power Plant on Wilson's Mill Rd., (the Facility), Canon Farm, LLC submits this Decommissioning Plan.

Decommissioning will occur as a result of any of the following conditions:

1. The useful life of the farm expires and the land lease is not renewed. Useful life with original equipment is approximately 30 years, however equipment may be replaced to extend the useful life.
2. The Facility ceases to produce energy on a continuous basis for twelve months, unless substantial evidence is provided to the Zoning Administrator to maintain and reinstate the operation of the Facility.

The Facility Owner will perform the following to decommission the project:

1. Immediately notify the Town of Smithfield in writing upon cessation of operation.
2. Remove all equipment, conduits, structures, fencing, and foundations to a depth of at least three feet below grade.
3. Remove all graveled areas and access roads unless the owner of leased real estate requests in writing for it to stay in place.
4. Restore the land to a condition reasonably similar to its condition before solar generation facility development.
5. Revegetate any cleared areas with warm season grasses that are native to the region unless requested in writing by the owner of the real estate to not revegetate due to plans for agricultural planting.

The owner shall be responsible for the decommissioning of the facility within twelve months from the date the applicant ceases use of the facility or the facility becomes obsolete.

The Facility Owner will provide the Town Administrator and the Register of Deeds with an updated signed decommissioning plan within 30 days of change in ownership.

This plan may be modified from time to time and a copy of any modified plans will be provided to the Town Administrator and filed with the Register of Deeds by the party responsible for decommissioning.

Signed:

Facility Owner:

Canon Farm, LLC _____
Jackson Naftel, Director of Development

Adjacent Property Owners of
CUP-16-05

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
17K09005	169500-62-8888	MELDIPH LLC	2123 WILLOW HILL LN	CLAYTON	NC	27520
14075014	169520-81-9389	DOUG AND JANE MOE REV TRUST	13 ARNOLD PALMER	SAN ANTONIO	TX	78257-1722
14075019	169520-91-2747	JONES, CALLIE S	2270 BUFFALO RD	SMITHFIELD	NC	27577-0000
17Q99007	169500-43-6729	COX, ALVIN E	1839 WILSONS MILLS RD	SMITHFIELD	NC	27577-7668
17K09007B	169500-44-7423	KEEN, PAMELA ROSE	1853 WILSON'S MILLS ROAD	SMITHFIELD	NC	27577-0000
17K09007	169500-44-7030	KEEN, REBECCA WHITLEY LIFE ESTATE	1853 WILSONS MILLS RD	SMITHFIELD	NC	27577-0000
17K09005B	169500-53-0709	STEPHENSON, WILLIAM EDWARD II	1824 WILSONS MILLS RD	SMITHFIELD	NC	27577-7667
17K09007C	169500-43-7808	KEEN, REBECCA WHITLEY LIFE ESTATE	1853 WILSONS MILLS RD	SMITHFIELD	NC	27577-0000
14075013	169520-80-0490	LEE, WILLIAM FRANK	P O BOX 148	SMITHFIELD	NC	27577-0148
17K09007D	169500-44-7133	WHITLEY, ELLEN MARIE	1899 WILSONS MILLS ROAD	SMITHFIELD	NC	27577-7668
17K09005A	169500-54-2368	BYRD, ELAINE	P O BOX 1015	SMITHFIELD	NC	27577-1015
17K09004C	169500-74-6294	PARTNERSHIP	2080 WILSONS MILLS RD	SMITHFIELD	NC	27577-7657
17K09004A	169500-63-8719	SPRING MEADOW FARMS OF JO CO	2080 WILSONS MILLS RD	SMITHFIELD	NC	27577-7657
17K09008	169519-61-0427	PARTNERSHIP	101 E JOHNSTON ST	SMITHFIELD	NC	27577-4559
17K09007A	169500-34-9404	KEEN, TERRY M	PO BOX 943	SELMA	NC	27576-0943



PLANNING DEPARTMENT

Paul C. Embler, Jr., Director

Notice Of Public Hearing

Notice is hereby given that a public hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, August 2, 2016 at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following request:

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.

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



PLANNING DEPARTMENT

Paul C. Embler, Jr., Director

Notice Of Public Hearing

Notice is hereby given that a public hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, August 2, 2016 at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following request:

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.

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

Run "Legal Ad" in the Smithfield Herald on 7/20/16 and 7/27/16

Financial Report



Staff Report

**Financial
Report:**

Financial summaries and charts for the year end (June 30, 2016) are not included in this month's agenda packet. Unlike the other eleven months in the year, expenses invoiced and revenues received after June 30th, but for the prior year, are continually applied back to the month of June. Therefore, the year-end numbers at June 30, 2016 are reported in the annual audit report.

Department Reports



FINANCE DEPARTMENTAL REPORT FOR JUNE, 2016

SUMMARY OF ACTIVITIES:

Daily Collections/Property Taxes/Other.....	\$2,584,409
Franchise Tax.....	289,893
Sales & Use Tax.....	209,672
Powel Bill.....	0
Total Revenue	\$3,083,974

Expenditures: General, Water, Electric and Firemen’s Fund..... \$3,079,585

FINANCE:

- Compiled and submitted monthly retirement report on 6/30/2016
- Issued 15 purchase orders
- Processed 671 vendor invoices for payment and issued 425 accounts payable checks
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll taxes on 6/3/2016 and 6/17/2016
- Issued 1 new privilege licenses (new law change in effect 7/1/2015)
- 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.
- Processed 23 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$32,824 (EMS = \$6,544; SRAC = \$9,110; Utility= \$16,743; and Other = \$427).
- Invoiced five (5) grave openings for a total of \$3,500

FINANCE DIRECTOR

- Met with Auditors for initial on-site visit on June 1, 2016
- Met with ACI Worldwide for online bill pay demo on June 3, 2016
- Attended on-site FLSA webinar on June 6, 2016
- Attended Town Council regular meeting on June 7, 2016
- Attended Department Head Staff meeting on June 7, 2016
- Attended special Town Council meeting on June 20, 2016 to consider adopting budget
- Prepared Year-End Budget amendments and list of encumbrances for the June 20, special council meeting
- Held Finance Dept. Staff meeting on June 16, 2016
- Prepared and requested loan draw from Four Oaks Bank of \$95,199 on June 16, 2016
- Assisted First Citizens Bank with lockbox drillings on June 23, 2016
- Invoiced Smithfield Housing Authority for resource officer(s)

Finance Department totals for June 2016

Meter Reading

Actual Meters Read	9,991	
Meters Loaded to Hand Held	10,245	
Meter Tech Service Hours	0	\$0.00

Billing/Collections

Bills Mailed	6,087	\$2,184,191.99	
Area Lights Billed	935	\$34,457.53	
JoCo Wholesale water	28,590,000	\$42,894.00	
Load Mgmt AC credit	496	-\$4,960.00	
Load Mgmt water heater credit	614	-\$3,750.00	
Adjustments	76	\$6,284.03	
Delinquent Accts/Late Fees	1,316	\$12,463.64	
NSF - Utility Only	22	\$5,791.94	
Refund Checks Issued	23	\$4,056.10	
Door Hangers	204		
Disconnect for non-pay	49		
Reconnect for payment received	39		
Bank Drafts	718	\$334,486.72	
Lockbox	1,070	\$654,995.54	
ECO Payment Totals			
	IVR-phone	171	
	On-Line (website)	631	\$163,382.97 BOTH
Cash Window Transactions/Payments	4,012	\$1,228,276.98	
Accts collected from Debt setoff	0	\$205.21 EMS	
	0	\$51.28 SRAC	
	0	\$75.20 Utility	
Accts submitted to Debt Setoff	0	\$0.00 Utility	
	0	\$0.00 SRAC	

Service Orders

Requested Orders	224	
Completed Orders	224	
	Terminated Accounts	97
	Meters Rechecked	19
	New Turn on Accounts	98
Meter Tamper / Meter Missing	0	\$0.00

Phone Call Usage

CSR - Elaine		Duration
Inbound	312	6:09:20
Outbound	67	1:48:26

CSR/Collections - Audrey

Inbound	166	3:37:24
Outbound	114	2:06:52
Collections - Cash Window#2		
Inbound	51	1:19:51
Outbound	9	0:06:39
Switch Board Operator x1101		
Inbound	318	2:59:30
Outbound	37	1:30:26
Total Town (Trunk Lines)		
Inbound	2,467	71:14:40
Outbound	1,079	47:57:12



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

	June	Calendar Year to date
Town Council		
Rezoning	0	1
Conditional Use	0	5
Ordinance Amendment	0	0
Major Subdivisions	0	0
Annexations	0	0
Special Events	3	11
Planning Board		
Rezoning	0	1
Condition Use	0	4
Ordinance Amendment	0	0
Subdivisions	0	0
Annexations	0	0
Board of Adjustment		
Variance	0	2
Admin Appeal	0	0
Historic Properties Commission		
Certificate of Appropriateness	0	0
Historic Landmarks	0	0



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Permit Issued for June 2016

		Permit Fees	Permits Issued
Site Plan	<u>Major Site Plan</u>	287.50	2
Site Plan	<u>Minor Site Plan</u>	<u>200.00</u>	<u>5</u>
Zoning	Land Use	1,900.00	19
Zoning	Sign	300.00	6
	Total:	2,687.50	32
	Fiscal YTD Total:	18337.5	228

SP16-000026	Site Plan	Minor Site Plan	SFD addition	511 North Fourth Street
Z16-000076	Zoning	Land Use	TNT Fireworks	1299 North BRIGHTLEAF Boulevard
Z16-000077	Zoning	Land Use	Restoration Family Services	714 WILKINS Street
Z16-000078	Zoning	Land Use	N-Finite Wireless LLC	1025 INDUSTRIAL PARK Drive
Z16-000079	Zoning	Land Use	RMG Gastroenterology	712 WILKINS Street
SP16-000027	Site Plan	Minor Site Plan	SFD Addition	507 South Vermont Street
SP16-000028	Site Plan	Major Site Plan	Parking Lot Addition	303 CANTERBURY Road
SP16-000029	Site Plan	Minor Site Plan	Crazy Taco	911 South Fifth Street
Z16-000007	Zoning	Land Use	Metro PCC telephone	819 North BRIGHTLEAF Boulevard
Z16-000080	Zoning	Land Use	Verizon Wireless	110 South Fifth Street
Z16-000081	Zoning	Land Use	Cary Out Pizza	817A South Brightleaf Boulevard
Z16-000082	Zoning	Land Use	Primos Pizza	3300 US 70 BUS Highway W
Z16-000083	Zoning	Sign	Primos Pizza	3300 US 70 BUS Highway W
Z16-000084	Zoning	Land Use	A Caring Heart Case Management , Inc	18 Noble Street
Z16-000086	Zoning	Land Use	Compare Foods Up-fit	836 South THIRD Street
Z16-000087	Zoning	Land Use	Fantastic Sams Hair Salon	1285 North BRIGHTLEAF Boulevard
Z16-000085	Zoning	Land Use	TNT Fireworks	1025 INDUSTRIAL PARK Drive
SP16-000030	Site Plan	Minor Site Plan	SFD Addition	67 BROOKWOOD Drive
Z16-000088	Zoning	Land Use	NC License Bureau	3207 South BRIGHTLEAF Boulevard
Z16-000089	Zoning	Sign	Johnston Medical Mall	514 North BRIGHTLEAF Boulevard
Z16-000090	Zoning	Land Use	Tammy Worley Bailbonds	111 North Second Avenue
SP16-000031	Site Plan	Minor Site Plan	Lake Park Villas Lots 25 - 29	Lakepark Circle
Z16-000091	Zoning	Land Use	Johnston County Building Industry Assoc	257 NC 210 Highway
Z16-000092	Zoning	Land Use	Honey Mama's Bakery	1111 BOOKER DAIRY Road
Z16-000093	Zoning	Land Use	Little Creek Labs Accessory Building	445 LITTLE CREEK CHURCH Road
Z16-000094	Zoning	Sign	Carolina Fish Fry	728 North BRIGHTLEAF Boulevard
Z16-000095	Zoning	Sign	Johnston County Home Builders Assoc	257 NC 210 Highway
Z16-000096	Zoning	Sign	Cricket Wireless	1225 Outlet Center Dr Drive
Z16-000097	Zoning	Land Use	Seva Beauty Salon	1299 North BRIGHTLEAF Boulevard
Z16-000098	Zoning	Land Use	OSBORNE REALTY COMPANY LLC	115 North SECOND Street
Z16-000099	Zoning	Sign	Xtra Mile Motors	528A West MARKET Street



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CODE COMPLIANCE MONTHLY REPORT 2016

	Jun-16	Calendar Year To date
Written Violations	170	832
Resolved Violations	164	821
On Site Meetings	145	685
Temporary Signs Violations	117	804
Temporary Signs Removed	117	804
Comdemned Structures Removed	0	4
Community Volunteers	20	210
Families Helped By Helping Hand Volunteers	n/a	50
ADA Compliant Ramps Built By Volunteers	0	16



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING June 30,2016**

I. STATISTICAL SECTION

Month Ending June 30,2016	June-16	June -15	Total 2016	Total 2015	YTD Difference
Calls For Service	1809	2022	10194	10990	-796
Incident Reports Completed	174	187	1154	1004	150
Cases Closed	142	201	997	1109	-112
Accident Reports	76	62	438	430	8
Arrest Reports	142	125	818	726	92
Burglaries Reported	14	12	79	47	32
Drug Charges	66	33	218	181	37
DWI Charges	9	11	59	53	6
Citations Issued	240	240	1367	1601	-234
Speeding	50	61	326	394	-68
No Operator License	41	57	280	392	-112
Registration Violations	31	21	97	202	-105

II. PERSONNEL UPDATE

Two police officer vacancies remain within the department. One officer has been hired and will begin training. One officer has resigned for a federal job. One officer remains on light duty due to an off duty injury. Chief's Position is currently vacant.

III. MISCELLANEOUS

Mandatory in-service training was continued in June. The department is still looking for property the police substation. The two new K-9 SUVs are in operation and we are still working on preparing the three new patrol cars for service. Officer Brandon Smith worked with a handicapped individual to allow him to wash patrol cars at the police department with his assistance. The Chief and Lt. O'Branovich attended a meeting at JCC with City Manager to discuss the Police Substation and Eva Ennis Pool with the residents in District 1.

REPORTED UCR OFFENSES FOR THE MONTH OF JUNE 2016

PART I CRIMES	June	June	Percent		Year-To-Date		Percent	
	2015	2016	+/-	Changed	2015	2016	+/-	Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	1	0	-1	-100%	3	4	1	33%
ROBBERY	2	0	-2	-100%	7	6	-1	-14%
Commercial	0	0	0	N.C.	0	0	0	N.C.
Individual	2	0	-2	-100%	7	6	-1	-14%
ASSAULT	6	2	-4	-67%	30	27	-3	-10%
* VIOLENT *	9	2	-7	-78%	40	37	-3	-8%
BURGLARY	12	14	2	17%	46	76	30	65%
Residential	10	5	-5	-50%	36	35	-1	-3%
Non-Resident.	0	1	1	N.C.	5	13	8	160%
Commercial	2	8	6	300%	5	28	23	460%
LARCENY	43	50	7	16%	267	317	50	19%
AUTO THEFT	2	3	1	50%	8	14	6	75%
ARSON	1	0	-1	-100%	0	2	2	N.C.
* PROPERTY *	58	67	9	16%	321	409	88	27%
PART I TOTAL:	67	69	2	3%	361	446	85	24%
PART II CRIMES								
Drug	29	38	9	31%	164	252	88	54%
Assault Simple	12	8	-4	-33%	97	80	-17	-18%
Forgery/Counterfeit	3	3	0	0%	16	24	8	50%
Fraud	12	9	-3	-25%	65	44	-21	-32%
Embezzlement	0	4	4	N.C.	6	13	7	117%
Stolen Property	1	2	1	100%	6	9	3	50%
Vandalism	7	9	2	29%	36	49	13	36%
Weapons	5	1	-4	-80%	16	14	-2	-13%
Prostitution	0	0	0	N.C.	0	1	1	N.C.
All Other Sex Offens	0	1	1	N.C.	6	3	-3	-50%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	4	2	-2	-50%
D. W. I.	11	8	-3	-27%	51	54	3	6%
Liquor Law Violation	2	1	-1	-50%	8	3	-5	-63%
Disorderly Conduct	0	1	1	N.C.	6	6	0	0%
Obscenity	0	0	0	N.C.	2	1	-1	-50%
Kidnap	0	0	0	N.C.	0	2	2	N.C.
All Other Offenses	13	3	-10	-77%	41	40	-1	-2%
PART II TOTAL:	95	88	-7	-7%	524	597	73	14%
GRAND TOTAL:	162	157	-5	-3%	885	1043	158	18%

N.C. = Not Calculable

(r_month1)

Page: 1



Town of Smithfield
Fire Department
 June, 2016

I. Statistical Section

Responded to	2016 June	2015 June	2016 YTD	2015 YTD
Total Structure Fires Dispatched	4	6	44	44
Confirmed Structure Fires (Our District)	0	1	7	6
Confirmed Structure Fires (Other Districts)	2	1	6	6
EMS/Rescue Calls	139	104	825	672
Vehicle Fires	3	2	8	11
Motor Vehicle Accidents	19	18	94	80
Fire Alarms (Actual)	7	9	54	35
Fire Alarms (False)	6	9	47	64
Misc./Other Calls	20	17	137	108
Mutual Aid (Received)	5	5	53	38
Mutual Aid (Given)	5	2	36	28
Overlapping Calls (Calls at the same time)	23	15	159	109
TOTAL EMERGENCY RESPONSES	198 +20%	165	1209 +19%	1014

* Denotes breakdown of calls *

	April	YTD
Fire Inspections/Compliance Inspections	27	145
Public Fire Education Programs	2	11
Children in Attendance	2	685
Adults in Attendance	3	153
Plans Review Construction/Renovation Projects	2	8
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	10	58
Re-Inspections	25	67

II. Major Revenues

	April	YTD
Inspections	\$2,100.00	\$8,375.00
False Alarms	\$1,375.00	\$3,250.00
Fire Recovery USA	\$0.00	\$10,057.00
EMS Debt Setoff	\$205.21	\$6,543.79

Major Expenses for the Month:

III. Personnel Update:

- The Fire Dept. hired Joel A. Wharton to fill the vacant firefighter position.

IV. Narrative of monthly departmental activities:

- Fire Dept. personnel participated in the DOT Neuse River Bridge dedication to Deputy Paul C. West.
- 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
June 30, 2016**



218 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

440.92 tons of household waste collected

138 tons of yard waste collected

12.38 tons of recycling collected

54 Animal Control work orders completed

21 Cats transported to Animal Shelter

13 Dogs transported to Animal Shelter

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
June 30, 2016



I. Statistical Section

- 6 _____ Burials
- 9 _____ Works Orders – Buildings & Facilities Division
- 5 _____ Work Orders – Grounds Division
- 23 _____ Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$0.00
Riverside Ext Cemetery Lot Sales:	\$0.00
Grave Opening Fees:	\$4,200.00
Total Revenue:	\$4,200.00

III. Major Expenses for the Month:

\$8,027 to Hinton Construction for concrete work on S Third Street between Johnston and Market. \$2,710.32 to Swift Creek nursery for trees and planting materials.

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 "Dealing with Heat Stress".

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
June 30, 2016



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 6 - Work Orders – 13.31Tons of Asphalt was placed in 3 utility cuts, 3 gator areas and 3 overlay.
- c. 1 - Work Order – 20 Linear Feet Drainage Pipe installed.
- d. 2 - Work Orders - 300 Linear Feet of ditches were cleaned
- e. 19 - Work Orders – 1,112.50lbs. of Cold Patch was used for 19 Potholes.
- f. 54 - Work Orders were completed regarding Animal Control related issues. 21 Cats and 13 Dogs were transported to the Animal Control Shelter.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

\$1,919.92 to Bullock Brothers for weed eater purchases.

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 "Dealing with Heat Stress".

**Town of Smithfield
Public Works Department
June 2016 Drainage Report**

Location: Aspen Drive and Dogwood.
Starting Date: 6/1/2016
Completion Date: 6/1/2016
Description: Repaired separation in drain line near catch basin for positive drainage.
Man-hours: 9.75hrs.
Equipment: 402 pickup plus hand tools.
Materials: One yard of 3000psi concrete.

Location: 102 Phillips Street.
Starting Date: 6/1/2016
Completion Date: 6/1/2016
Description: Repaired separation in drain line for positive drainage.
Man-hours: 3.75hrs.
Equipment: 402 pickup plus hand tools.
Materials: One yard of 3000psi concrete.

Location: Intersection of East Street and North Ave.
Starting Date: 6/2/2016
Completion Date: 6/2/2016
Description: Cut out and replaced 3 large areas of roadway due to pothole damage.
Man-hours: 22.5hrs.
Equipment: 420 Cat backhoe, 405 dump truck & 406 flatbed.
Materials: 7.21 tons of asphalt.

Location: 500BLK of Caswell Street.
Starting Date: 6/3/2016
Completion Date: 6/3/2016
Description: Graded 300LF of ditch banks and cleaned 500LF of drain line with jet truck for positive drainage.
Man-hours: 24hrs.
Equipment: 420 Cat backhoe, 405 dump truck and jet truck.
Materials: N/A

Location: 9 Cedar Drive.
Starting Date: 6/1/2016
Completion Date: 6/6/2016
Description: Used drain camera to film drainage system, replaced 8ft section of 18inch drain line, cleaned 420LF of storm drain line and cut back 400LF of right of way.
Man-hours: 21hrs.
Equipment: Selma's drain camera, 420 Cat backhoe, 405 dump truck, Jet truck and tractor with bush hog.
Materials: 20ft section of 18inch HDPE drain line plus fittings, 14.77 tons of 57 stone and 4 yards of fill dirt.

Location: Hood and Crescent, 221-231 Hood Street, Vermont and Hood, Daughtry Street, 735 N Equity, 500BLK of Holt Street, North Street and N 10th.
Starting Date: 6/7/2016
Completion Date: 6/21/2016
Description: Repaired 19 potholes.
Man-hours: 12.75hrs.
Equipment: 402 pickup plus hand tools.
Materials: 22.25 bags of Perma Patch asphalt.

Location: Aspen Drive.
Starting Date: 6/8/2016
Completion Date: 6/8/2016
Description: Cleaned 800LF of storm drain line with jet truck.
Man-hours: 4.5hrs.
Equipment: Jet truck.
Materials: N/A

Location: 604 D Martin Luther King Drive.
Starting Date: 6/9/2016
Completion Date: 6/9/2016
Description: Repaired drain line separation near catch basin area.
Man-hours: 2hrs.
Equipment: 402 pickup plus hand tools.
Materials: Four 80lbs. bags of concrete.

Location: 912 Second Ave.
Starting Date: 6/9/2016
Completion Date: 6/9/2016
Description: Filled in low shoulder area for positive drainage.
Man-hours: 6hrs.
Equipment: 420 Cat backhoe.
Materials: 2 yards of 57 stone and 2 yards of fill dirt.

Location: 719 SBL, 404 NBL, 822 Ward, 414 SBL, 401 S 7th, 309SBL, West Street vacant lot.
Starting Date: 6/6/2016
Completion Date: 6/10/2016
Description: Cut 7 nuisance lots for planning department.
Man-hours: 49.25hrs.
Equipment: Bobcat tractor with bushog, Scag mowers, weed eaters plus hand tools.
Materials: N/A

Location: Spring Branch between 2nd and Kitty Park.
Starting Date: 6/13/2016
Completion Date: 6/14/2016
Description: Cut back vegetation and removed obstructions for positive drainage.
Man-hours: 16hrs.
Equipment: 420 Cat backhoe, tractor with bush hog.
Materials: N/A

Location: Hastings House.
Starting Date: 6/20/2016
Completion Date: 6/20/2016
Description: Installed 2 pallets of centipede sod.
Man-hours: 15hrs.
Equipment: 402 and 900 pickup plus hand tools.
Materials: 2 pallets of sod.

Location: 12 Redding CT.
Starting Date: 6/21/2016
Completion Date: 6/21/2016
Description: Repaired sinkhole near catch basin in side yard for positive drainage.
Man-hours: 3hrs.
Equipment: 420 Cat backhoe, bobcat tractor.
Materials: One 80lbs. bag of concrete and 4 yards of topsoil.

Location: 513 S 5th Street, 212 S 2nd Street, 818-911-920 Second Ave.
Starting Date: 6/24/2016
Completion Date: 6/24/2016
Description: Repaired 3 utility cuts and 3 overlays.
Man-hours: 15hrs.
Equipment: 420 Cat backhoe, 405 dump truck & 406 flatbed.
Materials: 6.10 tons of asphalt.

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
June 30, 2016**



I. Statistical Section

4 Preventive Maintenances

7 North Carolina Inspections

30 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. Sandy Altman with Wellness Works Johnston Health conducted the Public Works safety meeting on "Dealing with Heat Stress".

Town of Smithfield
Public Works Sanitation Division
Monthly Report
June 30, 2016



I. Statistical Section

The Division collected from approximately 4100 homes, 4 times during the month

- a. Sanitation forces completed 50 work orders
- b. Sanitation forces collected 440.92 tons of household waste
- c. Sanitation forces disposed of 69 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 1.12 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 3.66 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 5.28 tons of recyclable plastic
- h. Recycled 2,000 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 15,320 lbs. of plastics & glass (co-mingle) from the Convenient Site Center
- k. Recycled 223 gals. of used motor oil

II. Major Revenues

- a. Received \$41.43 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0.00
- c. Sold 2,080 lbs. of shredder steel for \$109.20 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,464.00 for disposal of yard waste and debris. Deacon Jones was paid \$63,484.90 for the purchase of a 2016 Ford F550 Truck. NCDMV was paid \$1,910.55 for title application, taxes and tags. White's Tire Service was paid \$1,460 for tires for the trucks.

IV. Personnel Update:

Due to the lack of man power a temporary employee was hired to help out the sanitation crew.

V. Narrative of monthly departmental activities:

The department worked closely with Parks & Recreation and Downtown Development on providing traffic control devices and event containers for Special events held at the Parks. Sandy Altman with Wellness Works Johnston Health conducted the Public Works safety meeting on "Dealing with Heat Stress".



SMITHFIELD PARKS AND RECREATION / SRAC

MONTHLY REPORT
JUNE, 2016

PROGRAMS AND EVENTS

	<u>JUNE 2016</u>	<u>JUNE 2015</u>
PARKS AND RECREATION AND SRAC PROGRAMS AND EVENTS	40	42
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	7193	7327
SRAC MEMBERSHIPS	2620	2535
SRAC MEMBER VISITS	7528	6817
SRAC DAY PASSES	2596	1988
SRAC FACILITY RENTALS	54	60
PARKS FACILITY RENTALS	39	32

BUDGET INFORMATION

	<u>JUNE 2016</u>	<u>JUNE 2015</u>
PARKS AND RECREATION EXPENDITURES (YTD)	88.87%	88.50%
SRAC EXPENDITURES (YTD)	90.10%	94.50%
SRAC REVENUES COLLECTED (BASED ON EXPECTED REVENUES)	101.25%	90.00%

HIGHLIGHTS

HOSTED KIDS AT PLAY SPORTS CAMP AT SMITH COLLINS PARKS WITH 24 PARTICIPANTS

HOSTED THE SJBA INVITATIONAL BASEBALL TOURNAMENT WITH 48 TEAMS
(576 PLAYERS AND 1800 SPECTATORS)

HELD 5 SPORTS CAMPS (BASKETBALL (48), FOOTBALL (16), TENNIS (10), BASEBALL (15), VOLLEYBALL (26))



- **Statistical Section**

- Electric CP Demand 26,499 Kw relative to May's demand of 21,658 Kw.
- Electric System Reliability for was 99.0456%, with one recorded outage; relative to May's 99.9892%.
- Raw water treated on a daily average was 3.147 MG relative to 2.577 MG for May; with maximum demand of 3.730 MG relative to May's 3.308 MG.
- Total finished water to the system was 75.622 MG relative to May's 70.632 MG. Average daily for the month was 2.439 MG relative to May's 2.278 MG. Daily maximum was 3.128 MG (June 13th) relative to May's 3.019 MG. Daily minimum was 2.048 MG (June 6th), relative to May's 1.859 MG.

- **Miscellaneous Revenues**

- Electrical sales were \$774,604 relative to May's sales of \$1,278,793
- Water sales were \$71,886 relative to May's \$110,352
- Sewer sales were \$92,036 relative to May's \$237,207
- Johnston County Water purchases were \$44,710 for 29.807 MG relative to May's \$42,885 for 28.590 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$1,152,863 relative to May's \$983,287
- Johnston County sewer charge was \$124,725 for 42.215 MG relative to May's \$183,742 for 61.441 MG.

- **Personnel Changes –**

- Justin Cameron was promoted into Pump Station mechanic. This leaves an opening for a Utility Lineman.
- Danny Pacheco left employment as Water Plant Chemist on June 3, 2016.



**Town of Smithfield
Electric Department
Monthly Report
June, 2016**

I. Statistical Section

- Street Lights repaired -30
- Area Lights repaired -16
- Service calls - 49
- Underground Electric Locates -71
- Poles changed out or installed -5
- Underground Services Installed/Repaired -1

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- Utility Dept. had a Safety meeting on Fire Extinguisher Training

V. Miscellaneous Activities:

- Continuing Conversion work on Wilson St., Stevens St., & Holding St.
- Up-graded 3 phase line on Brogden Rd. at Railroad Tracks.
- Started cutting Right-of-Way along Power Line & Water/Sewer ROW.



WATER & SEWER

JUNE 2016 MONTHLY REPORT

● DISCONNECT WATER	5
● RECONNECT WATER	5
● TEMPORARY METER SET	2
● DISCOLORED WATER CALLS	3
● LOW PRESSURE CALLS	3
● NEW SERVICE INSTALLS	0
● LEAK DETECTION	12
● METER CHECKS	6
● METER REPAIRS	13
● WATER MAIN REPAIRS	2
● STREET CUTS	3
● REPLACE EXISTING METERS	5
● INSTALL NEW METERS	0
● FIRE HYDRANTS REPAIRED	1
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	12
● CLEANOUTS INSTALLED	3
● SEWER MAIN CLEANED	6,754LF
● SERVICE LATERALS CLEANED	715LF
● SERVICE CALLS	122

- LOCATES 74
- 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

- REPLACE THE SANITARY SEWER AND ALL OF THE SERVICE ON WILSON ST. FROM FIRST ST TO VERMONT ST.
- ALSO HAD TO REPAVE ENTIRE STREET DUE TO POOR SOIL STABILITY

PERSONEL UPDATES

- JUSTIN CAMERON WAS INTERVIEWED AND PROMOTED TO LIFT STATION MECHANIC
- HAVE ONE POSITION OPEN AND RUNNING FOR UTILITY MECHANIC

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	06/02/16	3.4	15	5310	10	North Street	6/9/16	4	15	15930	
Computer Drive	06/02/16	3.4	15	5310	10	West Street	6/9/16	3.5	15	17620	50
Castle Drive	06/02/16	3.4	15	5310	10	Regency Drive	6/9/16	2	15	19500	60
Parkway Drive	06/08/16	1.2	15	15930	40	Randers Court	6/1/16	4	15	15930	40
Garner Drive	06/02/16	3.4	15	7965		Noble Street	6/13/16	3.5	15	15840	
Hwy 210 LIFT ST.	06/02/16	3.4	15	7965		Fieldale Dr#1(L)	6/13/16	2	15	15930	40
Skyland Drive	06/02/16	3.4	15	5310	10	Fieldale Dr#2(R)	6/13/16	2	15	15930	40
Braford Street	06/13/16	3.4	15	7965		Heather Court	6/1/16	4	15	7965	40
Kellie Drive	06/13/16	3.4	15	7965		Reeding Place	6/1/16	4	15	7965	40
Edgewater	06/13/16	3.2	15	7965		East Street	6/19/16	3.4	15	15930	40
Edgecombe	06/13/16	3.2	15	159480	40	Smith Street	6/9/16	4	15	15930	
Valley Wood	06/13/16	2.4	15	15930	40	Wellons Street	6/9/16	3.4	15	15930	40
Creek Wood	06/13/16	2.4	15	15930		Kay Drive	6/13/16	2.5	15	9750	15
White Oak Drive	06/13/16	2.6	15	5310	10	Huntington Place	6/15/16	2.5	15	10095	
Brookwood Drive	06/13/16	3	15	5655	5	N. Lakeside Drive	6/15/16	2	15	9435	15
Runnymede Place	06/02/16	1	15	5310	10	Cypress Point	6/9/16	1.6	15	8715	12
Nottingham Place	06/02/16	1.2	15	5310	10	Quail Run	6/15/16	2.5	15	10095	
Heritage Drive	06/13/16	2	15	5310	10	British Court	6/15/16	2.5	15	11550	
Noble Plaza #1	06/02/16	1	15	5310	10	Tyler Street	6/15/16	2.5	15	19500	60
Noble Plaza #2	06/02/16	1	15	5310	10	Yeiverton Road	6/2/16	3	15	15930	40
Pincrest Street	06/02/16	1	15	5310	10	Ava Gardner	6/13/16	1	60	95980	
S. Sussex Drive	06/02/16	1.2	15	7965		Waddell Drive	6/13/16	2.5	15	5310	10
Elm Drive	06/02/16	3.4	15	5310	10	Henly Place	6/13/16	2.6	15	8715	12
Braford Street	06/13/16	3.4	15	7965		Birch Street	6/13/16	2.7	15	8715	12
Coor Farm Supply	06/13/16	2	15	5080		Pine Street	6/13/16	2.6	15	9750	15
Old Goldsboro Rd.	06/13/16	2	15	10620		Oak Drive	6/2/16	2.1	15	9430	14
Hillcrest Drive	06/02/16	4	15	10620	10	Cedar Drive	6/2/16	1.5	15	5310	10
Eason Street	06/02/16	3.4	15	15930	40	Aspen Drive	6/2/16	1.4	15	8715	12
Magnolia circle	06/02/16	3.3	15	7965		Furlonge Street	6/13/16	3	15	8715	12
Rainbow Drive	06/02/16	3.8	15	19500	60	Golden Corral	6/2/16	3	15	10080	16
Rainbow Circle	06/02/16	3.9	15	19500	60	Holland Drive	6/13/16	3	15	9750	15
Moonbeam Circle	06/02/16	3.6	15	19500	60	Davis Street	6/13/16	3	15	8715	12
Ray Drive	06/09/16	3.4	15	31860	40	Caroline Ave.	6/13/16	3	15	5310	10
Will Drive	06/09/16	3.9	15	31860	40	Johnston Street	6/13/16	3.5	15	7965	15
Michael Lane	06/09/16	4	15	7965	40	Ryans	6/13/16	1	60	63720	
Ward Street	06/09/16	4	15	15930	40						



MONTHLY WATER LOSS REPORT

JUNE 2016

$\frac{3}{4}$ " LINE- $\frac{1}{8}$ " HOLE-5 DAYS

$\frac{3}{4}$ " LINE – $\frac{1}{16}$ "HOLE -1 DAYS

$\frac{3}{4}$ " LINE- $\frac{1}{8}$ "HOLE-4 DAYS

$\frac{3}{4}$ "LINE- $\frac{1}{4}$ " HOLE-1 HR

(4) $\frac{5}{8}$ " METER LEAKING AT WASHER

$\frac{3}{4}$ "LINE- $\frac{1}{8}$ "HOLE – FIVE DAYS

**Town of Smithfield
Water Treatment Plant**

All figures are in MGD.

**Jun-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	3.00	23.0	2.840	2.490	0.1100	2.380	83.80
2	3.00	22.5	2.700	2.460	0.1080	2.352	87.11
3	3.00	23.0	2.960	2.460	0.1100	2.350	79.39
4	3.00	24.0	3.050	2.510	0.1050	2.405	78.85
5	3.00	24.0	3.050	2.250	0.1060	2.144	70.30
6	3.00	22.0	2.790	2.150	0.1020	2.048	73.41
7	3.00	22.0	2.790	2.310	0.1100	2.200	78.85
8	3.00	22.0	3.210	2.530	0.1100	2.420	75.39
9	3.50	23.0	3.320	2.570	0.1080	2.464	74.22
10	3.25	22.5	3.070	2.710	0.1090	2.601	84.72
11	3.25	24.0	3.260	2.880	0.1120	2.768	84.91
12	3.25	24.0	3.250	3.030	0.1160	2.914	89.66
13	3.50	24.0	3.490	3.240	0.1120	3.128	89.83
14	3.25	24.0	3.270	2.810	0.1090	2.701	82.60
15	3.50	21.5	3.550	2.960	0.1100	2.850	80.28
16	3.25	21.0	3.240	2.350	0.1040	2.246	69.32
17	3.25	23.5	3.260	2.520	0.1100	2.410	73.93
18	3.00	24.0	3.050	2.500	0.1070	2.393	78.46
19	3.00	24.0	3.090	2.760	0.1080	2.652	85.83
20	3.00	24.0	3.070	2.800	0.1090	2.691	87.85
21	3.00	23.0	2.900	2.550	0.1060	2.444	84.28
22	3.50	23.0	3.360	2.810	0.1100	2.700	80.36
23	4.00	24.0	3.730	3.190	0.1400	3.050	81.77
24	3.50	22.0	3.530	2.560	0.1020	2.458	69.63
25	3.50	21.0	3.240	2.630	0.1070	2.523	77.87
26	3.50	20.5	3.000	2.590	0.1070	2.483	82.77
27	3.50	23.0	3.340	2.820	0.1090	2.711	81.17
28	3.50	23.0	3.330	2.580	0.1070	2.473	74.26
29	3.50	20.0	2.880	2.550	0.1050	2.445	84.90
30	3.20	21.0	2.790	2.320	0.1020	2.218	79.50
31						0.000	#DIV/0!
Total	97.70	682.5	94.410	78.890	3.268	75.622	80.10
Avg	3.26	22.8	3.147	2.630	0.109	2.439	
Max	4.00	24.0	3.730	3.240	0.140	3.128	
Min	3.00	20.0	2.700	2.150	0.102	0.000	

