



Mayor

Andy Moore

Mayor Pro-Tem

Emery Ashley

Council Members

J. Perry Harris

Marlon Lee

Travis Scott

Roger Wood

Stephen Rabil

John Dunn

Town Attorney

Robert Spence, Jr.

Town Manager

Michael Scott, Town Manager

Finance Director

Greg Siler

Town Clerk

Shannan Williams

Town Council

Agenda

Packet

Meeting Date: Tuesday, October 4th, 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 OCTOBER 4, 2016
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

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Presentations:

- 1. Proclamation – Recognizing Robert Worsham’s dedicated service to the Appearance Commission**
(Mayor – M. Andy Moore) See attached information.....1
- 2. Administering Oath of Office to new Chief of Police – Robert Keith Powell**
(Mayor – M. Andy Moore) See attached information.....3
- 3. Administering Oath of Office to new Police Officer – William Faircloth**
(Mayor – M. Andy Moore) See attached information.....7
- 4. Recognition of Police Officer Jordan Jeffery for obtaining the Advanced Law Enforcement Certification from the North Carolina Education and Training Standards Commission.**
(Chief of Police – R. Keith Powell) See attached information.....9

Public Hearings:

- 1. CUP-16-07 Jorge Cuevas:** The applicant is requesting a conditional use permit to construct and operate a storage building sales lot on property located within a B-3 (Business) zoning district. The property considered for approval is located on the south side of NC HWY 210 approximately 490 west of its intersection with West Market Street and further identified as Johnston county Tax ID# 15076019.
(Planning Director – Paul Emblar) See attached information.....11

- 2. **CUP-16-08 Brent Wiggs:** The applicant is requesting a conditional use permit to operate a commercial dog kennel on property located within an R-20A (Residential-Agricultural) zoning district. The property considered for approval is located on the south side of Little Creek Church Road approximately 1,400 feet east of its intersection with Rock Pillar Road. The property is further identified as Johnston County Tax ID#15J08009A.
(Planning Director – Paul Emblar) See attached information.....35

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Consent Agenda Items:

- 1. **Approval of Minutes:** September 6, 2016 – Regular Meeting.....59
September 6, 2016 – Closed Session (Under Separate Cover)
- 2. **Special Event: Downtown Smithfield Wine Walk** – The applicant, the Downtown Smithfield Development Corporation, is seeking approval to conduct its annual not for profit Wine Walk to be held on November 18, 2016 from 5:00 pm – 9:00 pm in the Downtown area.
(Planning Director – Paul Emblar) See attached information.....77
- 3. **Special Event: Christmas Tree Lighting** – The applicant, the Downtown Smithfield Development Corporation, is seeking approval to conduct an annual event to be held on December 1, 2016 from 5:00 pm until 9:00 pm on North 3rd Street.
(Planning Director – Paul Emblar) See attached information.....81
- 4. **Special Event: Touch A Truck (Revised)** – The Junior Women’s League of Smithfield, Inc. gained approval by the Town Council in August to hold this event. Due to the positive response they have received, they are now requesting to close Johnston Street between Second and Third Streets. The time from 8:00 am – 4:00 pm has not changed.
(Planning Director – Paul Emblar) See attached information.....83
- 5. **Special Event: Annual Martin Luther King, Jr. Parade (Revised)** – The applicant, Rachel Ayers on behalf of the Johnston County Branch of the NAACP, is seeking approval to change the time of this annual event from 7:00 pm to 6:00 pm.
(Planning Director – Paul Emblar) See attached information.....85
- 6. **Consideration and Approval to amend the J. B. George Agreement**
(Town Clerk – Shannan Williams) See attached information.....89
- 7. **Consideration and Approval of various Budget Amendments.** These amendments are to bring forward encumbered amounts from FY 2015-2016
(Finance Director – Greg Siler) See attached information.....115

8. Advisory Board/ Committee Appointments

- a. **Daniel Sanders** has submitted an application for consideration to be reappointed to serve a fourth term on the Planning Board.
- b. **Stephen Upton** has submitted an application for consideration to be reappointed to serve a fourth term on the Planning Board.
- c. **Eddie Foy** has submitted an application for consideration to be reappointed to serve a fifth term on the Planning Board.
- d. **Jackie Bryant** has submitted an application for consideration to be reappointed to serve a second term on Parks and Recreation Advisory Commission.
(Town Clerk – Shannan Williams) See attached information.....121

9. New Hire Report

(Human Resources Director/ PIO – Tim Kerigan) See attached information.....131

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- 1. **2017 Town Council Meeting Schedule**
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- 2. **Replacement of Existing Financial Software and Billing Software**
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- 3. **Consideration and approval for Outlet Center Drive Drainage Ditch Repairs**
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- 4. **Consideration and Approval for Greenway Repairs**
(Town Engineer – Bill Dreitzler) See attached information.....223
- 5. **Acceptance of Asset Inventory and Assessment (AIA) Grant in the amount of \$150,000 from NC Department of Environmental Quality related to Water**
(Ted Credle – Public Utilities Director) See attached information.....225
- 6. **Acceptance of Asset Inventory and Assessment (AIA) Grant in the amount of \$150,000 from NC Department of Environmental Quality related to Sewer**
(Ted Credle – Public Utilities Director) See attached information.....236

Councilmember’s Comments

Town Manager’s Report

- Financial Report (See attached information).....246
- Department Reports (See attached information).....250
- Manager’s Report (Will be provided at the meeting)

Adjourn

Presentations

PROCLAMATION
*In Honor of Robert Worsham's
Dedicated Service to the Town of Smithfield's
Appearance Commission*

WHEREAS, Robert Worsham served on the Appearance Commission for over nine years; and

WHEREAS, Robert Worsham recently resigned from the Appearance Commission and the Town of Smithfield would like to recognize his dedicated service; and

WHEREAS, during his tenure, Robert Worsham served as both the Chairman and the Vice- Chairman of the Appearance Commission; and

WHEREAS, Mr. Worsham volunteered countless hours to ensure that beautification efforts in the Town of Smithfield would continue for the betterment of the entire community; and

WHEREAS, Mr. Worsham was instrumental in spearheading the East Smithfield Beautification Project and the US Highway 70 West Beautification Project; along with countless other project; and

WHEREAS, the Town of Smithfield would like to express our sincere appreciation for Robert Worsham's many years of dedicated service.

NOW, THEREFORE, I, M. Andy Moore., Mayor of the Town of Smithfield along with the members of the Town Council, express our sincere appreciation to Robert Worsham for his distinguished service to the Town of Smithfield.



M. Andy Moore, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Smithfield on this Sixth day of October in the year of our Lord Two Thousand Sixteen.



Request for City Council Action

Presentation Item	Administering Oath of Office to Chief of Police
Date:	10/04/2016

Subject: Police Chief Swear In
Department: Police Department
Presented by: Mayor Andy Moore
Presentation: Swear In Ceremony

Issue Statement:

Robert "Keith" Powell has been promoted from the Interim Police Chief Position to fill the vacant Police Chief Position. Chief Powell will be sworn in by the Mayor as the Town's new Police Chief.

Financial Impact:

The New Police Chief will be paid an annual salary of \$78,896.48. This is within the salary range for this position and was budgeted during the FY 2016-17 budget process.

Action Needed:

Complete swear in process.

Recommendation:

Complete Swear In Process.

Approved: City Manager City Attorney



Staff Report

**Presentation
Item:** **Administering
Oath of Office
to Chief of
Police**

Effective Monday, October 03, 2016, Robert Keith Powell will be promoted to the rank of Police Chief with the Smithfield Police Department. "Keith" Powell has been a dedicated member of the Smithfield Police Department since March of 1994. In January of 1997, he was appointed as the department's Housing Officer and worked with the Housing Department as a community police officer and liaison between the two agencies. In February of 2002, he was promoted to the rank of Sergeant. This was followed by a promotion to Lieutenant in December of 2004 and a reassignment to the Lieutenant in charge the Investigative Team in March of 2006. In February of 2011, he was appointed to the Patrol Commander position supervising the entire patrol team within the Smithfield Police Department. In March of 2015, he was appointed to the Support Services Captain position, followed by the Interim Police Chief position in May of 2016. Chief Powell has attained the Advanced Law Enforcement Certification from the North Carolina Law Enforcement Training and Standards Commission and Holds a Bachelor's Degree from North Carolina Wesleyan College. Chief Powell is also a graduate of the 230th FBI National Academy Class in Quantico, Virginia.

The Smithfield Police Department is honored to be able to make such an announcement regarding one of its long term, dedicated police officers. Please join me in congratulating him on this much deserved promotion.



OATH OF OFFICE

CHIEF OF POLICE

SMITHFIELD POLICE DEPARTMENT

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

Robert Keith Powell

Date

*Oath administered this the
4th day of October, 2016*

M. Andy Moore, Mayor





Request for City Council Action

Presentation Item: Police Dept. - Oath of Office
Date: 10/04/2016

Subject: Police Swear In
Department: Police Department
Presented by: Chief of Police R.K. Powell
Presentation: Yes

Issue Statement

The police department has hired one new officer to fill an existing vacancy within the police department. William Faircloth was hired to fill this position. Officer Faircloth has been assigned to "D" Team. Officer Faircloth comes to us from the Wilson County Sheriff's office with two years experience in law enforcement.

Financial Impact

None

Action Needed

Administer Oath of Office to William Faircloth and welcome him to the Smithfield Community.

Recommendation

Mayor Moore to administer Oath Office to new Police Officer William Faircloth and welcome him to the Smithfield Community.

Approved: City Manager City Attorney

Attachments: None



Staff Report

Presentation
Item:

Police
Dept.
- Oath
of
Office

OATH OF OFFICE SMITHFIELD POLICE DEPARTMENT

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

William Faircloth

Date

Oath administered this the
4th day of October, 2016

(Seal)

M. Andy Moore, Mayor



Request for City Council Action

Presentation Item: Police Dept. Advance Certificate
Date: 10/04/2016

Subject: Advance Certificate Presentation
Department: Police Department
Presented by: Interim Chief R.K. Powell
Presentation: Yes

Issue Statement

Officer Jordan Jeffery has received his Advanced Law Enforcement Certificate from the North Carolina Education and Training and Standards Commission. Officer Jeffery joins thirteen (13) other members of the Smithfield Police Department that have received this specific recognition. Officer Jeffery has been with the department for 5 years. Officer Jeffery has been a field training officer, worked patrol and is currently the School Resource Officer for the Neuse Charter School.

Financial Impact

None

Action Needed

Presentation of Advanced Certificate.

Recommendation

Mayor Moore to present Officer Jeffery with his Advance Law Enforcement Certificate.

Approved: City Manager City Attorney

Attachments: None

Public Hearings

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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-16-07
Project Name: Jorge Cuevas storage building sales
TAX ID number: 15076019
Town Limits/ETJ: Town Limits
Applicant: Jorge Cuevas
Owners: Same
Agents: N/A

PROJECT LOCATION: South side of NC HWY 210 approximately 490 feet west of its intersection with West Market Street.

REQUEST: The applicant is requesting a conditional use permit to construct and operate a storage building sales lot on property located within a B-3 (Highway Entrance Business) zoning district.

SITE DATA:

Acreage: 1.22 acres
Present Zoning: B-3 (Highway Entrance Business)
Proposed Zoning: N/A
Existing Use / Previous: vacant / undeveloped

DEVELOPMENT DATA:

Proposed Use: Storage building sales

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

ADJACENT ZONING AND LAND USES:

North: Zoning: OI(Office Institutional)
 Existing Use: Sunset Memorial Park

South: Zoning: R-20A (Residential-Agricultural)

Existing Use: Fearrellgas

East: Zoning: B-3 (Highway Entrance Business)
Existing Use: Landmark Auto, Inc

West: Zoning: B-3 (Highway Entrance Business)
Existing Use: Single Family Dwelling

STAFF ANALYSIS AND COMMENTARY:

The applicant is requesting a conditional use permit to construct and operate a sales lot for the retail sales of storage sheds, barns, playhouses, garages, greenhouses, gazebos and other small buildings. The applicant has submitted a site plan indicating a single point of access from NC Highway 210. A paved parking lot with 17 parking spaces is proposed as well as a 20' x 20' block building. Other improvements to the site include a standard ADA accessible sidewalk adjacent to the public right-of-way of NC Highway 210, a standard 15' planted street yard and planted transition yards between the proposed and existing commercial uses. A storm water retention pond is not required at this time and parking lot lighting is not proposed at this time.

There is a fifty foot building setback along this portion of the NC Highway 210 corridor and is identified on the plan. The applicant is informed that storage buildings and others items for sale shall not be permitted between the building setback line and the right-of-way of NC Highway 210 or in any designated parking area. The applicant is requesting a conditional use permit to allow for retail sales only and no manufacturing will be conducted on the property.

- **Consistency with the Strategic Growth Plan**

The proposed retail establishment is consistent with the recommendations of the Comprehensive Growth Management Plan which calls for commercial uses near the intersection of NC Highway 210 and West Market Street.

- **Consistency with the Unified Development Code**

Retails sales is a permitted use within the B-3 (Highway Entrance Business) zoning district with a valid conditional use permit. The applicant has submitted a site plan showing all required site improvements to include paved parking and landscaping. Construction and final site inspections will be required prior to issuance of a valid zoning permit and conducting of business at this location.

- **Compatibility with Surrounding Land Uses**

Retail sales of storage building at this location should not pose a compatibility issue with surrounding land uses to include Farrell Gas and Landmark Auto providing that buildings for sale no not encroach into the 50 building setback along NC Highway 210 and street yard landscaping is installed and maintained in accordance with the Town of Smithfield Unified Development Ordinance.

- **Signs**

Signs shall be permitted in accordance with the Town of Smithfield Unified Development

Ordinance which will allow one free standing ground sign and one wall sign mounted on the building.

OTHER:

FIRE PROTECTION: Town of Smithfield
SCHOOL IMPACTS: NA
PARKS AND RECREATION: NA
ACCESS/STREETS: A single 30' driveway accessing NC Highway 210
WATER/SEWER PROVIDER: Town of Smithfield
ELECTRIC PROVIDER: Duke Progress Energy

Planning Department Recommendations:

The Planning Department recommends approval of the proposed storage building sales lot with the following conditions of approval

1. Storage buildings and all other items for display and sale are to be no closer than 50 feet to the public right-of way of NC Highway 210.
 2. Storage buildings and all other items for display and sale shall not be placed in the parking lot.
 3. No manufacturing or construction of items for display and sale shall occur on the site.
-

Planning Board Recommendation:

The Planning Board, at its September 1, 2016 meeting unanimously voted to recommend approval of the conditional use permit to allow for outdoor sales of storage buildings with the following conditions of approval;

1. Storage buildings and all other items for display and sale are to be no closer than 50 feet to the public right-of way of NC Highway 210.
 2. Storage buildings and all other items for display and sale shall not be placed in the parking lot.
 3. No manufacturing or construction of items for display and sale shall occur on the site.
-

Town Council Action Requested:

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

Planning Board Report for
CUP-16-07
George Cuevas

(Excerpt from draft minutes)

CUP-16-07 Jorge Cuevas:

Mr. Embler stated the applicant is requesting a conditional use permit to construct and operate a storage building sales lot on property located within a B-3 (Business) zoning district. The property considered for approval is located on the south side of NC HWY 210 approximately 490 feet west of its intersection with West Market Street and further identified as Johnston County Tax ID# 15076019.

Mr. Embler stated there does not appear to be any environmentally sensitive areas on the property considered for a conditional use permit to include flood plains or designated wetlands. The applicant is requesting a conditional use permit to construct and operate a sales lot for the retail sales of storage sheds, barns, playhouses, garages, greenhouses, gazebos, and other small buildings. The applicant has submitted a site plan indicating a single point of access from NC Highway 210. A paved parking lot with 17 parking spaces is proposed as well as a 20' x 20' block building. Other improvements to the site include a standard ADA accessible sidewalk adjacent to the public right-of-way of NC Highway 210, a standard 15' planted street yard and planted transition yard between the proposed and existing commercial uses. A storm water retention pond is not required at this time and parking lot lighting is not proposed at this time.

Mr. Embler stated there is a fifty foot building setback along this portion of the NC Highway 210 corridor and is identified on the plan. The applicant is informed that storage buildings and other items for sale shall not be permitted between the building setback line and the right-of-way of NC Highway 210 or in any designated parking area. The applicant is requesting a conditional use permit to allow for retail sales only and no manufacturing will be conducted on the property. The proposed retail establishment is consistent with the recommendations of the Comprehensive Growth Management Plan which calls for commercial uses near the intersection of NC Highway 210 and West Market Street. Retail sales are a permitted use within the B-3 (Highway Entrance Business) zoning district with a valid conditional use permit. The applicant has submitted a site plan showing all required site improvements to include paved parking and landscaping. Construction and final site inspections will be required prior to issuance of a valid zoning permit and conducting of business at this location.

Mr. Embler stated retail sales of storage buildings at this location should not pose a compatibility issue with surrounding land uses to include Farrell Gas and Landmark Auto providing that buildings for sale do not encroach into the 50 feet building setback along NC Highway 210 and street yard landscaping is installed and maintained in accordance with the Town of Smithfield Unified Development Ordinance. Signs shall be permitted in accordance with the Town of Smithfield UDO which will allow one free standing ground sign and one wall

sign mounted on the building. Town of Smithfield will provide fire protection as well as water/sewer. Duke Progress Energy will provide electric.

The Planning Department recommends approval of the proposed building sales lot with the following conditions of approval:

1. Storage buildings and all other items for display and sale are to be no closer than 50 feet from the public right-of-way of NC Highway 210.
2. Storage buildings and all other items for display and sale shall not be placed in the parking lot.
3. No manufacturing or construction of items for display and sale shall occur on the site.

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

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

Teresa Daughtry asked if there was a proposed sidewalk.

Mr. Embler stated sidewalks are the responsibility of the current land owner.

Daniel Sanders asked if the driveway will be paved.

Mr. Embler stated that it would.

Daniel Sanders asked how many units are allowed on the lot.

Mr. Embler stated a limit has not been set.

Daniel Sanders asked if there should be a widening of Highway 210.

Mr. Embler stated no, that's why the setback is 50 feet.

Being no further questions, Mr. Upton closed the public meeting for CUP-16-07.

Teresa Daughtry made a motion, seconded by Ashley Spain, to move to the Finding of Fact.

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

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

The proposed storage building sales lot at this location will not materially endanger the public where shown because the site has adequate parking available and layout of the site facilitates safe movement of automobiles and pedestrian traffic with little additional congestion.

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

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

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

The proposed storage building sales lot at this location will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses providing that the storage building and other items for display and sale are located on the property in a safe and orderly manner and that no manufacturing and construction of storage buildings and accessories occur on the site.

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

The proposed storage building sales lot at this location will not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development proving all minimum development standards are met to include parking, landscaping, and building setbacks.

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

Teresa Daughtry made a motion, seconded by Ashley Spain to recommend approval of the conditional use permit request to allow for the construction and operation of a storage building sales lot on property located within a B-3 (Business) zoning district. (Unanimous)

Duly adopted this the 1st day of September 2016.

Mr. Steve Upton, Planning Board Vice Chairman

ATTEST

Mark E. Helmer, AICP, CZO
Senior Planner

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

Application Number: CUP-16-07 **Name:** Cuevas outdoor display and sales of storage buildings

Request: Applicant seeks a CUP for outdoor display and sales of storage buildings.

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

1. Finding One of Four:

Circle One

A. Approval:

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

The proposed storage building sales lot at this location will not materially endanger the public were shown because the site has adequate parking available and layout of the site facilitates safe movement of automobiles and pedestrian traffic with little additional congestion.

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

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

The proposed storage building sales lot at this location may endanger the public were shown if storage buildings are placed with in the 50 foot building setback or buildings are placed to close together and cause emergency access to the site to be compromised.

Finding Two of Four:

Circle One

A. Approval:

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

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

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

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

The proposed storage building sales lot does not conform to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances because the plan fails to show where the temporary buildings will be located on the property.

3. Finding Three of Four:

CHIEF CLERK

A. **Approval:**

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

The proposed storage building sales lot at this location will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses providing that the storage building and other items for display and sale are located on the property in a safe and orderly manner and that no manufacturing and construction of storage building and accessories occur on the site.

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

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

The proposed storage building sales lot at this location will be detrimental to the adjacent land uses due to increased traffic and noise generated by activities associated with storage building sales lot if manufacturing and construction of storage building and accessories occur on the site.

4. Finding Four of Four:

Circle One

A. **Approval:**

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

The proposed storage building sales lot at this location will not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development proving all minimum development standards are met to include parking, landscaping and building setbacks.

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

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

The proposed storage building sales at this location will adversely affect the adopted plans and policies of the Town of Smithfield, and violate the character of existing standards for development if storage building sales occur without minimum development standards being met to include paved parking.

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

Motion to Approve: *Based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Conditional Use Permit Application # CUP-16-07*

Motion to Deny: *Based upon failure to meet all of the above four stated findings and for reasons stated therein, I move to deny Conditional Use Permit Application # CUP-16-07 for the following stated reason:*

5. Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council, Conditional Use Permit application number CUP-16-07 is hereby:

_____ approved upon acceptance and conformity with the following conditions; or,

_____ denied for the noted reasons.

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

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk



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

CONDITIONAL USE PERMIT APPLICATION

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

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

SITE INFORMATION:

Name of Project: Jorge D. Cuevas Acreage of Property: 1.22 Acres
Parcel ID Number: 15076019 Tax ID: _____
Deed Book: 4346 Deed Page(s): 203
Address: _____
Location: SMITHFIELD NC 27577

Existing Use: Vacant - Undeveloped Proposed Use: Outdoor Sales
Existing Zoning District: B-3 of storage buildings.

Requested Zoning District _____

Is project within a Planned Development: Yes No

Planned Development District (if applicable): _____

Is project within an Overlay District: Yes No

Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: CUP-16-07 Date Received: 8/5/16 Amount Paid: \$300.00

OWNER INFORMATION:

Name: Jorge Daniel Cuevas
Mailing Address: 190 WABER CT, SMITHFIELD NC 27577
Phone Number: 919 464 6476 Fax: _____
Email Address: jdecabildo@hotmail.com

APPLICANT INFORMATION:

Applicant: Jorge D. Cuevas
Mailing Address: 190 WABER CT SMITHFIELD NC 27577
Phone Number: 919 464 6476 Fax: _____
Contact Person: Jorge D. Cuevas
Email Address: jdecabildo@hotmail.com

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

The following items must accompany a Conditional Use Permit application. This information is required to be present on all plans, except where otherwise noted:

- All required plans *(please see the plan requirements checklist).*
- A signed and sealed traffic impact analysis.
- Verification of wastewater allocation *(granted or requested).*
- Driveway permits *(Town of Smithfield or NCDOT encroachment with associated documentation).*
- Other applicable documentation: _____

STATEMENT OF JUSTIFICATION

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

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;
No, because it's outdoor sale and we are no using or doing any kind of activity other than displaying storages buildings that have been built.

2. That the use meets all required conditions and specifications;
The use meets all required specifications and is a permitted use. and ~~is~~ The B-3 ZONED DISTRICT.


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
That the use will not adversely affect the use or any physical attribute because the site will be built to current development standart with pave parking and required landscaping.

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

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.

George D. Cuevas
Print Name


Signature of Applicant

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: Building sales Submittal Date: _____

OWNERS AUTHORIZATION

I hereby give CONSENT to JORGE DANIEL CUEVAS (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] JORGE DANIEL CUEVAS _____
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] JORGE DANIEL CUEVAS 8/5/14
Signature of Owner/Applicant *Print Name* *Date*

FOR OFFICE USE ONLY

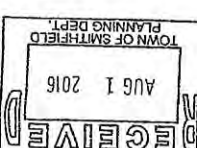
File Number: CV-16-07 Date Received: 8/5/14 Parcel ID Number: 15076019

OWNER N/F JORGE DANIEL CUEVAS		TOWNSHIP SMITHFIELD	COUNTRY JOHNSTON	STATE NC
TOWN OF SMITHFIELD				
SURVEYED BY R MORRISON				
DRAWN BY CINDA MOORE				
DATE SURVEYED 3-16-2016		SCALE 1"=40'		
DRAWING NO. 16-059				

JIMMY BARBOUR SURVEYING, PA
 JIMMY C. BARBOUR, PLS., CSI
 C-3109
 213 S. SECOND STREET
 P. O. BOX 28
 SMITHFIELD, N.C. 27577
 919 989-6642 919-989-3013
 919 989-6643 FAX



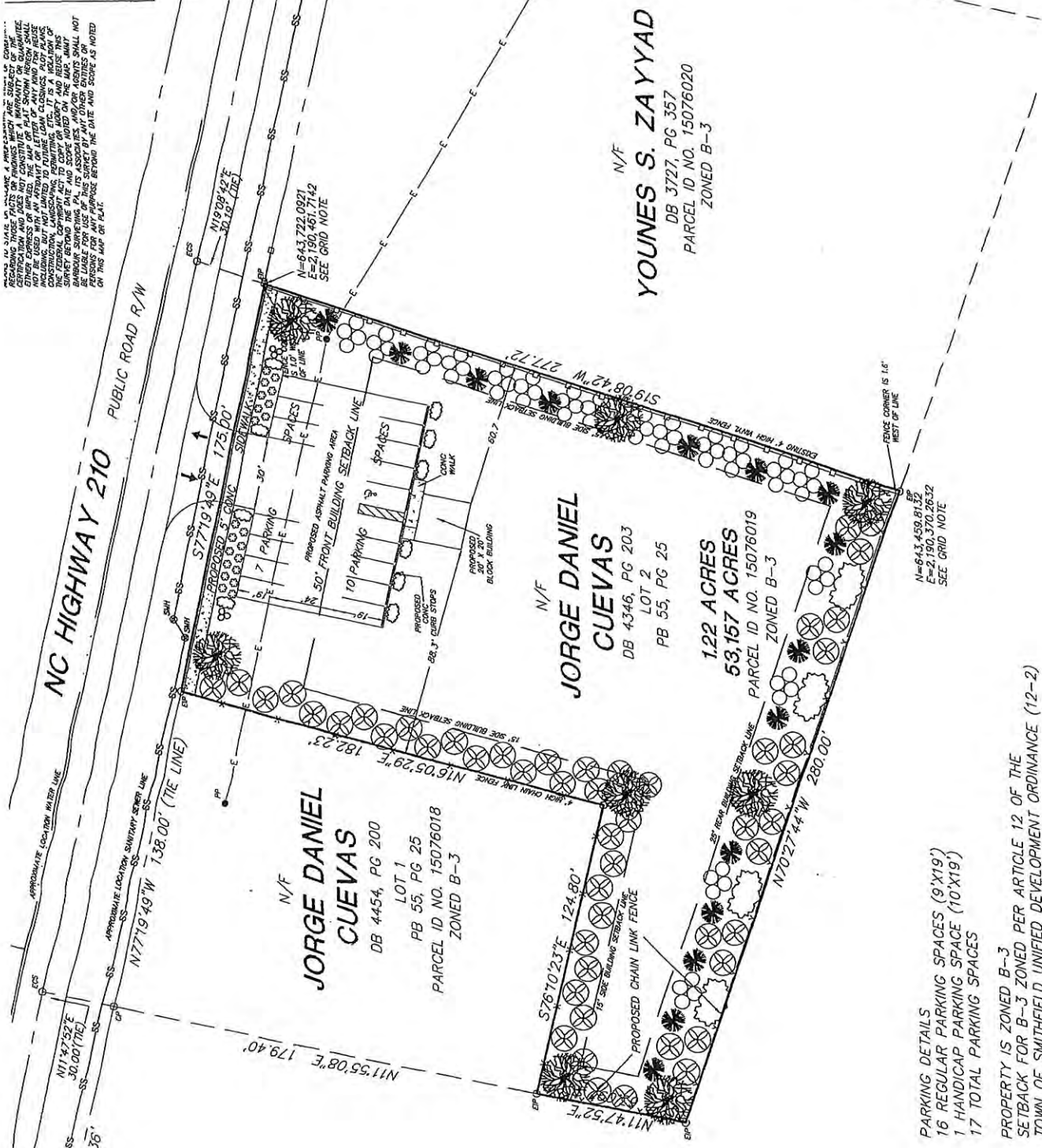
JORGE DANIEL CUEVAS
 PRELIMINARY SITE PLAN FOR



RECEIVED
 AUG 1 2016
 TOWN OF SMITHFIELD
 PLANNING DEPT.

©COPYRIGHT JIMMY BARBOUR

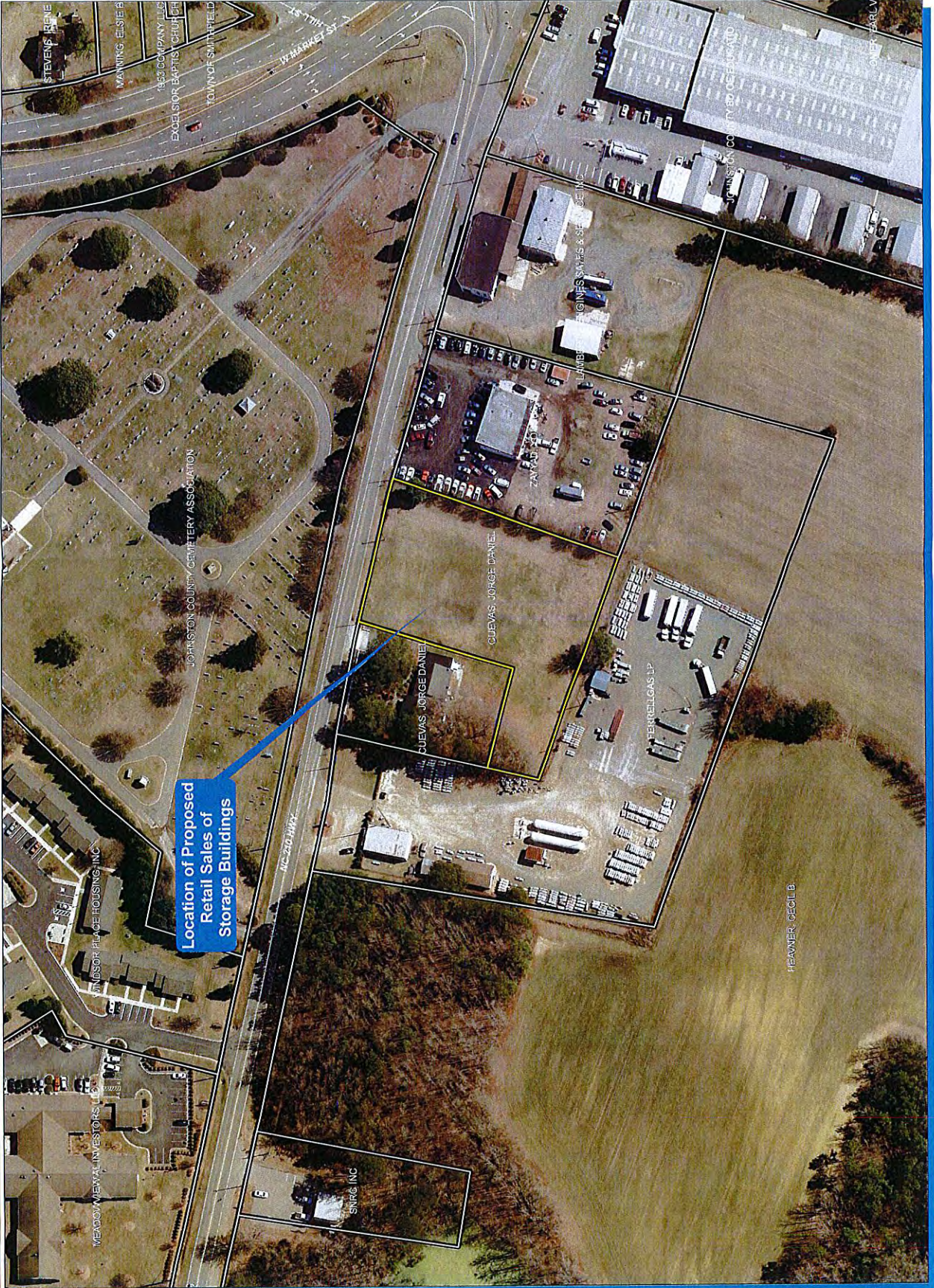
ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES
 AREA BY COORDINATE METHOD.
 GRAPHIC SCALE 1"=40'
 0 40 80 120



BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR NORTH CAROLINA. THE MAP OR PLAN OF ANY RESUBDIVISION SHALL BE LIMITED TO THE DATE AND SCOPE NOTED ON THE MAP. ANY SURVEY BEYOND THE DATE AND SCOPE NOTED ON THE MAP SHALL NOT BE LIABLE TO THE SURVEYOR. THE SURVEYOR ASSUMES ALL OTHER DISTANCES OR BEARINGS FOR ANY PURPOSE BEYOND THE DATE AND SCOPE AS NOTED ON THIS MAP OR PLAN.

- PARKING DETAILS**
- 16 REGULAR PARKING SPACES (9'X19')
 - 1 HANDICAP PARKING SPACE (10'X19')
 - 17 TOTAL PARKING SPACES
- PROPERTY IS ZONED B-3
 SETBACK FOR B-3 ZONED PER ARTICLE 12 OF THE
 TOWN OF SMITHFIELD UNIFIED DEVELOPMENT ORDINANCE (12-2)

100 Block of NC 210 Highway



Project Name:
Jorge Cuevas
Outdoor Sales

Proposed Use:
Outdoor Sales of
Storage Buildings

File Number:
CUP-16-07

Property Owner:
Jorge Cuevas

Applicant:
Jorge Cuevas

Location:
NC 210 Hwy

Tax ID#
15076016

Zoning District:
B-3 (Business
Entrance Highway)

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

1 inch = 50 feet

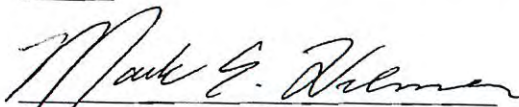




PLANNING DEPARTMENT
Paul C. Embler, Jr., Director

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, CUP-16-07, were notified by First Class Mail on 9-22-16.



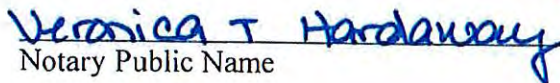
Signature

Johnston County, North Carolina

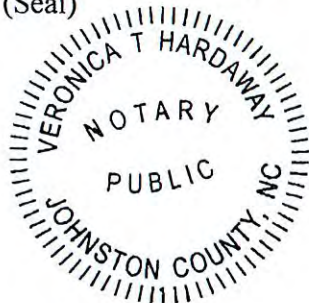
I, Veronica Hardaway, Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

22nd day of September, 2016


Notary Public Signature


Notary Public Name

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



Adjacent Property Owners of
CUP-16-07

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15077011B	169413-04-4077	JOHNSTON COUNTY CEMETERY ASSOCIATION				00000-0000
15076018	169413-03-1611	CUEVAS, JORGE DANIEL	190 WABER CT	SMITHFIELD	NC	27577-7238
15076020	169413-03-5506	ZAYYAD, YOUNES S	173 PATRICIA DRIVE	SMITHFIELD	NC	27577-0000
15076019	169413-03-2556	CUEVAS, JORGE DANIEL	190 WABER CT	SMITHFIELD	NC	27577-7238
15076017	169413-03-2259	FERRELLGAS LP	ONE LIBERTY PLAZA	LIBERTY	MO	64068-0000



PLANNING DEPARTMENT

Paul C. Embler, Jr., Director

Notice Of Public Hearings

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, October 4, 2016 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

CUP-16-07 Jorge Cuevas: The applicant is requesting a conditional use permit to construct and operate a storage building sales lot on property located within a B-3 (Business) zoning district. The property considered for approval is located on the south side of NC HWY 210 approximately 490 west of its intersection with West Market Street and further identified as Johnston county Tax ID# 15076019.

CUP-16-08 Brent Wiggs: The applicant is requesting a conditional use permit to operate a commercial dog kennel on property located within an R-20A (Residential-Agricultural) zoning district. The property considered for approval is located on the south side of Little Creek Church Road approximately 1,400 feet east of its intersection with Rock Pillar Road. The property is further identified as Johnston County Tax ID#15J08009A.

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.



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-16-08
Project Name: Little Creek Labs
TAX ID number: 15J08009A
Town Limits/ETJ: ETJ
Applicant: W. Brent Wiggs
Owners: Same
Agents: N/A

PROJECT LOCATION: South side of Little Creek Church Road approximately 1,400 feet east of its intersection with Rock Pillar Road.

REQUEST: The applicant is requesting a conditional use permit to expand an existing commercial dog kennel on property located within a R-20A (Residential-Agricultural) zoning district

SITE DATA:

Acreage: 5.89 acres
Present Zoning: R-20A (Residential - Agricultural)
Proposed Zoning: N/A
Existing Use / Previous: Single family dwelling / various outbuildings

DEVELOPMENT DATA:

Proposed Use: Expansion of an existing commercial dog kennel with outdoor runs

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

ADJACENT ZONING AND LAND USES:

North:	Zoning:	R-20A (Residential - Agricultural)
	Existing Use:	single family dwelling
South:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	woodlands
East:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	farm pasture
West:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	woodland

STAFF ANALYSIS AND COMMENTARY:

The applicant is requesting a conditional use permit to expand an existing commercial dog kennel on a 5.89 acre parcel of land located within an R-20A zoning district. The applicant has submitted a site plan indicating a 1,800 square foot commercial kennel building behind an existing single family dwelling. The site plan indicating the location of the kennel structure was approved by staff with the condition that a valid conditional use permit is issued by the Smithfield Town Council prior to occupying the structure. Since site plan approval was granted, Johnston county Building Inspections has inspected the facility and has identified structural issues that must be corrected prior to issuance of a certificate of occupancy. The applicant has hired Wayne R. Dashfield, P.E. which has certified to the necessary corrections needed in order to satisfy the commercial building code.

The building as constructed does meet the building setbacks of the R-20A zoning district and adequate parking exists on the site. The expansion of the existing dog kennel should not pose compatibility issues with the surround land uses given the rural setting of the area. The next closest single family dwelling is approximately 370 feet to the north. If a conditional use permit is issued, the applicant can moved towards securing a certificate of occupancy and begin commercial operations in the new building.

- **Consistency with the Strategic Growth Plan**

The proposed expansion on an existing commercial dog kennel can be considered consistent with the recommendations of the Comprehensive Growth Management Plan which calls low density residential development and agricultural endeavors near the intersection of Little Creek Church Road and NC 70 Business Highway West.

- **Consistency with the Unified Development Code**

Commercial dog kennels or expansion of an existing commercial dog kennel are a permitted use within the R-20A (Residential - Agricultural) zoning district with a valid conditional use permit. The applicant has submitted a site plan showing all required site improvements. Final site inspections will be required prior to issuance of a valid zoning permit and conducting of business at this location.

- **Compatibility with Surrounding Land Uses**

A commercial dog kennel at this location should not pose compatibility issues with the surrounding land uses given the rural nature of the area. The closest neighboring residential home is approximately 370 feet to the north and on the other side of Little Creek Church Road

- **Signs**

Signs shall be permitted in accordance with the Town of Smithfield Unified Development Ordinance which will allow one free standing ground sign and one wall sign mounted on the building.

OTHER:

FIRE PROTECTION: Wilson's Mills

SCHOOL IMPACTS: NA

PARKS AND RECREATION: NA

ACCESS/STREETS: Existing residential driveway accessing Little Creek Church Road

WATER/SEWER PROVIDER: Johnston County

ELECTRIC PROVIDER: Duke Progress Energy

Planning Department Recommendations:

The Planning Department recommends approval of the proposed expansion of an existing commercial dog kennel with the following condition of approval;

1. All dog kennel structures shall meet current building and fire codes prior to occupying the facility.
-

Planning Board Recommendation:

The Planning Board, at its September 1, 2016 meeting unanimously voted to recommend approval of the conditional use permit to allow for an expansion of an existing commercial dog kennel with the following conditions of approval;

1. All dog kennel structures shall meet current building and fire codes prior to occupying the facility.
-

Town Council Action Requested:

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

Planning Board Report for
CUP-16-08
Brent Wiggs

(Excerpt from draft minutes)

CUP-16-08 Brent Wiggs:

Mr. Embler stated the applicant is requesting a conditional use permit to operate a commercial dog kennel on property located within an R-20A (Residential-Agricultural) zoning district. The property considered for approval is located on the south side of Little Creek Church Road approximately 1,400 feet east of its intersection with Rock Pillar Road. The property is further identified as Johnston County Tax ID# 15J08009A.

Mr. Embler stated the proposed use is an expansion of an existing commercial dog kennel with outdoor runs. There does not appear to be any environmentally sensitive areas on the property considered for a conditional use permit to include flood plains or designated wetlands. The applicant is requesting a conditional use permit to expand an existing commercial dog kennel on a 5.89 acre parcel of land located within an R-20A zoning district. The applicant has submitted a site plan indicating a 1,800 square foot commercial kennel building behind an existing single family dwelling. The site plan indicating the location of the kennel structure was approved by staff with the condition that a valid conditional use permit is issued by the Smithfield Town Council prior to occupying the structure. Since site plan approval was granted, Johnston County Building Inspections has inspected the facility and has identified structural issues that must be corrected prior to issuance of a certificate of occupancy. The applicant has hired Wayne R. Dashfield, P.E. which has certified to the necessary corrections needed in order to satisfy the commercial building code.

Mr. Embler stated the building as constructed meets the building setbacks of the R-20A zoning district and adequate parking exists on the site. The expansion of the existing dog kennel should not pose compatibility issues with the surrounding land uses given the rural setting of the area. The next closest single family dwelling is approximately 370 feet to the north. If a conditional use permit is issued, the applicant can moved towards securing a certificate of occupancy and begin commercial operations in the new building. The proposed expansion on an existing commercial dog kennel can be considered consistent with the recommendations of the Comprehensive Growth Management Plan which calls low density residential development and agricultural endeavors near the intersection of Little Creek Church Road and NC 70 Business Highway West.

Mr. Embler stated commercial dog kennels or expansions of an existing commercial dog kennels are a permitted use within the R-20A (Residential-Agricultural) zoning district with a valid conditional use permit. The applicant has submitted a site plan showing all required site improvements. Final site inspections will be required prior to issuance of a valid zoning permit and conducting of business at this location. A commercial dog kennel at this location should

not pose compatibility issues with the surrounding land uses given the rural nature of the area. The closest neighboring residential home is approximately 370 feet to the north and on the other side of Little Creek Church Road.

Mr. Embler stated signs shall be permitted in accordance with the Town of Smithfield Unified Development Ordinance which will allow one free standing ground sign and one wall sign mounted on the building. Fire protection will be provided by Wilson's Mills, water/sewer will be provided by Johnston County, and electric will be provided by Duke Progress Energy.

The Planning Department recommends approval of the proposed expansion of an existing commercial dog kennel with the following conditions of approval:

- 1. That all dog kennel structures meet current building and fire codes prior to occupying the facility.**

The Planning Board is requested to review the petition for an expansion to an existing commercial dog kennel on property located within an R-20A (Residential-Agricultural) zoning district and make a recommendation to Town Council in accordance with the finding of fact for a conditional use permit.

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

Daniel Sanders asked if there are any surrounding neighbors.

Mr. Embler stated the closest neighbor is approximately 370 feet away.

Robert Moore, 440 Little Creek Church Road, stated he is the neighbor to the proposed site and approves how the kennel is presently running.

Daniel Sanders asked what the maximum height is for fencing.

Brent Wiggs, 445 Little Creek Church Road, stated he is the owner of the kennels. He stated he has been in this business for approximately 7 years. He stated the fence height is 5 feet.

Gerald Joyner asked how many dogs can be kept at one time.

Brent Wiggs stated he has roughly 14 dogs at one time, but the kennels can house up to 22 dogs.

Being no further questions, Mr. Upton closed the public meeting for CUP-16-08.

Jack Matthews made a motion, seconded by Ashley Spain, to move to the Finding of Fact.

The Planning Board shall recommend and the Town Council of the Town of Smithfield shall decide the matter of this Conditional Use Permit Application by motion and vote on each of the

following four findings of fact. Any motion to find against the application must be supported by statement of specific reason or conclusions reached in support of the motion.

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

The proposed expansion of the existing commercial dog kennel at this location will not materially endanger the public where shown because the site has adequate parking available and layout of the site facilitates safe movement of automobiles and pedestrian traffic with little additional congestion.

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

The proposed expansion of the existing commercial dog kennel at this location conforms to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances. Commercial dog kennels are a permitted use within the R-20A with no additional supplemental standards required by the current UDO.

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

The proposed expansion of the existing commercial dog kennel at this location will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses. The adjacent land uses include agricultural and woodlands. The nearest neighbor is approximately 380 feet to the north of the proposed commercial dog kennel.

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

The proposed expansion of the existing commercial dog kennel 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 building setbacks.

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

Jack Matthews made a motion, seconded by Ashley Spain to recommend approval of the conditional use permit to allow for the expansion an existing commercial dog kennel on property located within an R-20A (Residential-Agricultural) zoning district. (Unanimous)

Duly adopted this the 1st day of September 2016.

Mr. Steve Upton, Planning Board Vice Chairman

ATTEST

Mark E. Helmer, AICP, CZO
Senior Planner

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

Application Number: CUP-16-08 **Name:** Little Creek Labs

Request: Applicant seeks a CUP for a commercial dog kennel with a 1,800 square foot structure with outdoor dog runs.

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

1. Finding One of Four:

Circle One

A. Approval:

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

The proposed expansion of the existing commercial dog kennel at this location will not materially endanger the public were shown because the site has adequate parking available and layout of the site facilitates safe movement of automobiles and pedestrian traffic with little additional congestion.

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

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

The proposed expansion of the existing commercial dog kennel at this location may endanger the public were shown if all structures are not found to be safe and not constructed to meet all applicable building and fire codes.

Finding Two of Four:

Circle One

A. Approval:

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

The proposed expansion of the existing commercial dog kennel at this location conforms to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances. Commercial dog kennels are a permitted use within the R-20A with no additional supplemental standards required by the current Unified Development Ordinance.

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

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

The proposed expansion of the existing commercial dog kennel does not conform to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances because the plan fails to show all existing structures on the property to include the existing kennel and single family dwelling.

3. Finding Three of Four:

CIRC 010

A. **Approval:**

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

The proposed expansion of the existing commercial dog kennel at this location will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses. The adjacent land uses include agricultural and woodlands. The nearest neighbor is approximately 380 to the north of the proposed commercial dog kennel.

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

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

The proposed commercial dog kennel at this location will be detrimental to the adjacent land uses due to increased traffic and noise generated by activities associated with a commercial dog kennel.

4. Finding Four of Four:

Circle One

A. **Approval:**

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

The proposed expansion of the existing commercial dog kennel 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 building setbacks.

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

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

The proposed commercial dog kennel at this location will adversely affect the adopted plans and policies of the Town of Smithfield, and violate the character of existing standards for development if the applicant fails to secure a valid certificate of occupancy prior to operations in the new kennel facility.

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

Motion to Approve: *Based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Conditional Use Permit Application # CUP-16-08*

Motion to Deny: *Based upon failure to meet all of the above four stated findings and for reasons stated therein, I move to deny Conditional Use Permit Application # CUP-16-08 for the following stated reason:*

5. Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council, Conditional Use Permit application number CUP-16-08 is hereby:

_____ approved upon acceptance and conformity with the following conditions; or,

_____ denied for the noted reasons.

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

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk



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

CONDITIONAL USE PERMIT APPLICATION

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

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

SITE INFORMATION:

Name of Project: Kenel facility Acreage of Property: ~~0.80~~ 6.28
 Parcel ID Number: 15J08009A Tax ID: _____
 Deed Book: _____ Deed Page(s): _____
 Address: 445 Little Creek Church Rd. Clayton, NC 27520
 Location: _____

Existing Use: Residential / Kenel Proposed Use: Expansion of Kenel
 Existing Zoning District: R-20A
 Requested Zoning District: _____
 Is project within a Planned Development: Yes No
 Planned Development District (if applicable): _____
 Is project within an Overlay District: Yes No
 Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: CUP-16-08 Date Received: 8/5/14 Amount Paid: \$300.00

OWNER INFORMATION:

Name: Brent Wiggs
Mailing Address: 445 Little Creek Church Rd. Clayton, NC 27520
Phone Number: 919-202-9369 Fax: _____
Email Address: info@littlecreeklabs.com

APPLICANT INFORMATION:

Applicant: Brent Wiggs - Little Creek Labs
Mailing Address: 445 Little Creek Church Rd. Clayton, NC 27520
Phone Number: 919-202-9369 Fax: _____
Contact Person: Brent Wiggs
Email Address: info@littlecreeklabs.com

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

The following items must accompany a Conditional Use Permit application. This information is required to be present on all plans, except where otherwise noted:

- All required plans (please see the plan requirements checklist).
- A signed and sealed traffic impact analysis.
- Verification of wastewater allocation (granted or requested).
- Driveway permits (Town of Smithfield or NCDOT encroachment with associated documentation).
- Other applicable documentation: _____

STATEMENT OF JUSTIFICATION

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

I own Little Creek Labs in the Smithfield/Clayton area. My business is growing tremendously and I'm in need of expansion. The new kennel facility that I'm having built will meet these needs. It will accompany all of my dogs & puppies. It will also be a neat & clean environment for them as well as a nice facility for future clients to visit!

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;
because it is set well off the road and towards the back of my property. My closest neighbor is across the road and about 400 ft from the new kennel.
2. That the use meets all required conditions and specifications;
because it has been built by plan and I have obtained all permits pertaining to this job.
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
because the building is nowhere near any boundaries of adjoining properties. I have no neighbors beside me and the kennel is around 53ft off the property line.
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).
It has been built to required specifications. The building/kennel is of no threat or danger to the public whatsoever. As stated above, all necessary permits have been issued.

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.

William Brent Wiggs
Print Name


Signature of Applicant

8-3-16
Date

LEGEND

CO SEPTIC CLEAN OUT
 EIP EXISTING IRON PIPE
 PP POWER POLE
 EX EXISTING
 R/W RIGHT-OF-WAY
 C CENTERLINE
 WM WATER METER

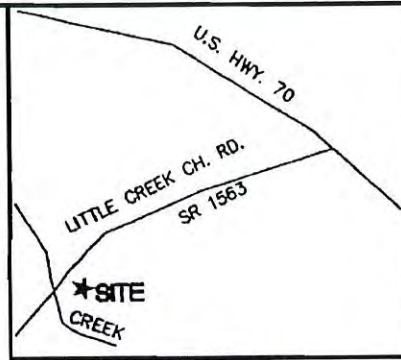
AREA COMPUTED BY COORDINATE METHOD

REF: BEING A SURVEY AND MAP OF A PORTION OF THE PROPERTY SHOWN AND DESCRIBED IN D.B. 4711, PG. 58 OF THE JOHNSTON COUNTY REGISTER OF DEEDS
 TAX ID #15J08009A

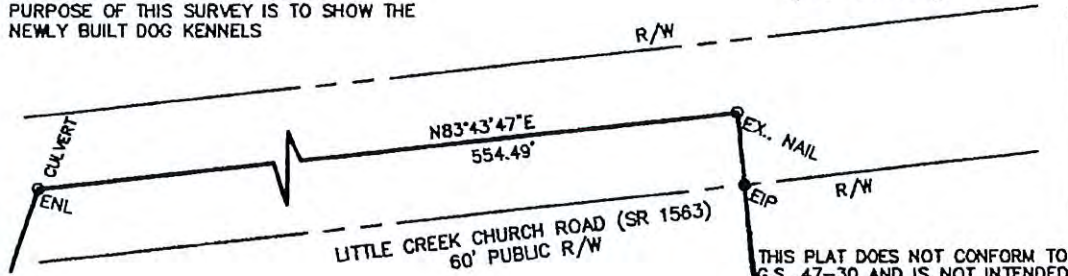
ADDRESS: 445 LITTLE CREEK CHURCH RD.
 CLAYTON, NC 27520

NOTE: ENTIRE PARCEL NOT SURVEYED
 PURPOSE OF THIS SURVEY IS TO SHOW THE NEWLY BUILT DOG KENNELS

PLAT NORTH (P.B. 87, PG. 471)



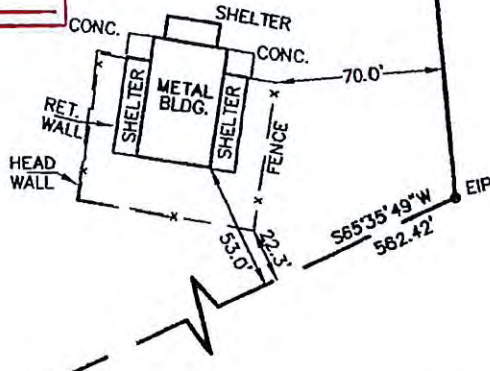
VICINITY MAP
 (NO SCALE)



TAX #15J08009A
 WILLIAM BRENT WIGGS
 6.28 ACRES INCLUDING R/W

**TOWN OF SMITHFIELD
 PLAN APPROVED**

By: *Mark G. Johnson*
 Date: *6/22/16*



I, ADRIAN J. BALL III, CERTIFY THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 13TH DAY OF JUNE, A. D., 2016.

A. J. Ball III
 ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687



**PARTIAL ASBUILT FOR
 WILLIAM BRENT WIGGS**

JERRY BALL LAND SURVEYING, P.C.
 205 S. POLLOCK ST.
 SMITHFIELD, N. C. 27576
 (919) 965-0077

WILSON MILL'S TOWNSHIP JOHNSTON COUNTY
 NORTH CAROLINA
 SCALE: 1" = 60' DATE: 06-13-16

Wayne R. Dashfield, PE

421-B South Bright Leaf Blvd. Smithfield, NC 27577

(919) 934-0961

Fax (919) 934-0967

August 11, 2016

Johnston County Inspections
Smithfield, NC 27677

Re: 3RD Party Inspection of 50'x 30' Metal Building

Mr. William Wiggs
445 Little Creek Church Road
Clayton, NC 27520

Dear Sir or Madam:

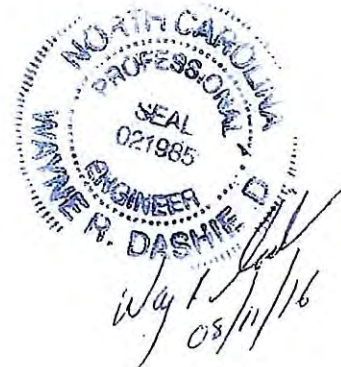
On April 19, 2016 I made an on-site inspection of the 1800 SF enclosed metal building with 10'x30' lean-to on each side at Mr. Wiggs request. The purpose of this visit was to verify that the building was designed and constructed to the current 2012 North Carolina Building Code and all its amendments (100 MPH wind Loads and 10 PSF Ground Snow Loads). I was given a set of plans that showed the requirements for construction.

On August 10, 2016 Mr. Wiggs informed me that he would need a design proposal for the anchoring system for the metal building. My design will compose of adding concrete anchors to each of the framing tube columns. This will involve cutting the existing concrete and boring a 16" diameter by 36" deep hole by each column and will be filled with concrete. I will submit the sealed plans for approval by the Johnston County Inspection.

If can be of any more assistance, please feel free to contact me.

Yours truly,

Wayne R. Dashfield, PE



400 Block of Little Creek Church Road



Project Name:
Little Creek Labs

Proposed Use:
Kennel Facility

File Number:
CUP-16-08

Property Owner:
W. Brent Wiggs

Applicant:
W. Brent Wiggs

Location:
Little Creek
Church Road

Tax ID#
15J08009A

Zoning District:
R-20A (Residential-
Agricultural)

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

1 inch = 50 feet

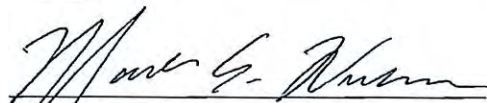




PLANNING DEPARTMENT
Paul C. Embler, Jr., Director

ADJOINING PROPERTY OWNERS CERTIFICATION

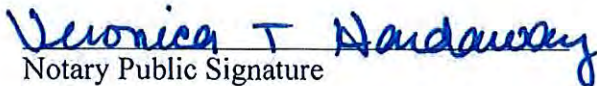
I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, CUP-16-08, were notified by First Class Mail on 9-22-16.

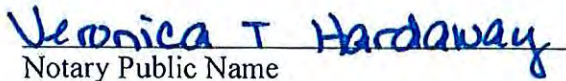

Signature

Johnston County, North Carolina

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

22nd day of September, 2016


Notary Public Signature


Notary Public Name

My Commission expires on 1-14-18



Adjacent Property Owners of
CUP-16-08

TAG	PIN	NAME1	ADDRESS1	CITY	STATE
15J08009B	167500-99-2181	KORNEGAY, BARBARA ROSS	118 WHITLEY STREET	MOUNT OLIVE	NC
15J08009	167500-99-0087	MOORE, ROBERT J	440 LITTLE CREEK CHURCH RD	CLAYTON	NC
15J08009A	167500-98-0725	WIGGS, WILLIAM BRENT	445 LITTLE CREEK CHURCH ROAD	CLAYTON	NC
15J08010P	167500-88-5001	VENERO, JAMES R	120 NOLAN CIRCLE	CLAYTON	NC
15J08021D	167500-88-5552	CRUZ, CARMEN	2323 NW 107TH AVENUE	SUNRISE	FL
15J08009G	168505-09-5521	ANN U WOOD REVOCABLE TRUST	286 LITTLE CREEK CHURCH RD	CLAYTON	NC
15J08009H	167500-98-6376	WARRICK, SUE U	145 LITTLE CREEK CHURCH ROAD	CLAYTON	NC
17I07003D	167500-88-3915	NICHOLS, FRED LEE	1185 COOPER BRANCH	CLAYTON	NC



PLANNING DEPARTMENT

Paul C. Embler, Jr., Director

Notice Of Public Hearings

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, October 4, 2016 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

CUP-16-07 Jorge Cuevas: The applicant is requesting a conditional use permit to construct and operate a storage building sales lot on property located within a B-3 (Business) zoning district. The property considered for approval is located on the south side of NC HWY 210 approximately 490 west of its intersection with West Market Street and further identified as Johnston county Tax ID# 15076019.

CUP-16-08 Brent Wiggs: The applicant is requesting a conditional use permit to operate a commercial dog kennel on property located within an R-20A (Residential-Agricultural) zoning district. The property considered for approval is located on the south side of Little Creek Church Road approximately 1,400 feet east of its intersection with Rock Pillar Road. The property is further identified as Johnston County Tax ID#15J08009A.

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 9/21/16 and 9/28/16

Consent Agenda Items

The Smithfield Town Council met in regular session on Tuesday, September 6, 2016 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Administrative Staff Present

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

Present:

Bob Spence, Town Attorney

Administrative Staff Absent

Shannan Williams, Town Clerk

The invocation was given by Councilman Scott followed by the Pledge of Allegiance led by the following members of Girl Scout Troop 614: Madeline Smith, Valerie Smith, Mataya Grimes, Juana Garcia, Brianna Faircloth, Jennifer Orringer, Katelyn Hill, Katlin VanRoekel and Elizabeth Applebaum

APPROVAL OF AGENDA:

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to approve the agenda with the following amendments:

- Move Consent Agenda Item #8: *Consideration and Approval of an agreement with Corporate Impressions Landscapes, Inc. in the amount of \$26,800 for the fence installation on Outlet Center Drive to Business item #8*
- Move Consent Agenda Item #13: *Consideration and Approval of a service agreement with Corporate Impressions Landscapes, Inc. in the amount of \$14,400 for the installation of the landscape screening in the Smithfield Crossings area adjacent to the Pine Acres Subdivision to Business Item #9.*
- Add a Closed Session pursuant to NCGS 143-318.11 (a) (3), (4) & (6)
- Correction to the agenda – Consent Agenda Item 4 – date should be October 29 not the 31st.

Unanimously approved.

Mayor Moore recognized special guest Rick Horner a candidate for the NC Senate representing Smithfield. Mayor Moore expressed his appreciation to Mr. Horner for being in attendance at the Council meeting.

PRESENTATIONS:

1. Administering Oath of Office to new Police Officer – Kaleb Smith

Mayor M. Andy Moore administered the Oath of Office to new Police Officer Kaleb Smith and welcomed him to the Town of Smithfield.

2. Appearance Commission Annual Report

Chairperson Peggy Scott presented the Appearance Commission's Annual Report to the Council. Mrs. Scott explained that it had been a very busy and exciting year. She informed the Council that Robert Worsham retired from the Appearance Commission after serving over 9 years. She expressed her appreciation to all the members of the Appearance Commission for their service.

(Attached by reference and made a part of these official minutes is a copy of the Appearance Commission's Annual Report)

PUBLIC HEARINGS:

Deputy Town Clerk Veronica Hardaway administered affirmations to those that wished to offer testimony during the Public Hearings.

1. Conditional Use Permit request by Car Service of Four Oaks (CUP-16-06)

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

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

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the September 6, 2016 agenda packet.

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

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

Mayor Moore asked if the applicant was in agreement with the testimony provided by Mr. Embler. The applicant, Aleksandar Trajanovski, responded he was in agreement with the testimony offered by Mr. Embler.

Mayor Moore asked if there were any comments/questions from those that had been duly affirmed to offer testimony. There were none.

Mayor Moore asked if there were any questions from Council. There were none.

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

The Written Finding of Facts

Town Council of the Town of Smithfield decided the matter of the Conditional Use Permit Application by motion and vote on each of the following four findings of fact.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, 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 automobile sales lot at this location will not materially endanger the public were shown because the site has adequate parking available and layout of the site facilitates safe movement of automobiles and pedestrian traffic with little additional congestion.

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

- **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 automobile sales lot at this location will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses providing no more than 10 automobile sales for sale are on the lot at any given time.

- **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 automobile sales lot at this location will not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development proving all minimum development standards are met.

Record of Decision: Approval of Conditional Use Permit Application # CUP-16-06

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Harris, 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-16-06 with the Planning Department's recommendation that all parking spaces used for the sale of automobile sales are paved and that the use is limited to a maximum of ten automobiles for sale at any given time. Unanimously approved.

2. Rezoning Request by Genesis Living Inc. (RZ-16-02)

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

Planning Director Paul Embler addressed the Council on a request by Genesis Living, Inc. The applicant was requesting to rezone one tract of land totaling approximately 9.45 acres from the R-8 CUD (Residential-Conditional Use) zoning district to the R-8 (Residential) and RHO (Rowhouse Overlay) zoning districts. The property considered for rezoning classification is located on the southwest side of Barbour Road approximately 780 feet northeast of its intersection with Laurel Drive. The property is further identified as Johnston County Tax ID#4340665.

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the September 6, 2016 agenda packet.

The Planning Board at its September 1, 2016 unanimously voted to recommend approval of the rezoning Request.

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

Mayor Moore asked if the applicant was in agreement with the testimony provided by Mr. Embler. The applicant, Glenn Weeks, responded he was in agreement with the testimony offered by Mr. Embler.

Mayor Moore asked if there were any comments/questions from those that had been duly affirmed to offer testimony. There were none

Mayor Moore asked if there were any questions from Council.

Councilman Scott questioned if the applicant could address the conditions of the roads at the property and if it was the intent that these roads be inspected before they are accepted by the Town. Mr. Weeks responded that the roads would be constructed at the Town's standard.

Councilman Scott questioned if any adjacent property owners had expressed concerns about the proposed project. Mr. Embler responded that one gentlemen attended the Planning Board meeting, but made no comment until after the meeting adjourned

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

The Written Approval Criteria

Article 13 Section 13-17 of the Town of Smithfield Unified Development Ordinance requires all applications for a zoning map amendment to address the following eight findings.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Harris, to vote in the affirmative to all the below Approval Criteria. Unanimously approved

- **Finding one of eight: approved**

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

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

The rezoning request to change the existing residential zoning with a conditional use district to a residential zoning with a row house overlay zoning district is consistent with the

recommendations of the Future Land Use Plan which calls for moderate density residential uses.

- **Finding Two of Eight: Approved**

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

The rezoning will allow for single family housing which is similar to and compatible with development patterns in the surrounding area. The rezoning petition is compatible with established neighborhood patterns of the surrounding area. This area contains some of the most developable residential properties located within the Town of Smithfield city limits due to prior medium density residential development on nearby properties.

- **Finding Three of Eight: Approved**

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

The rezoning will result in a product that meets the current market demand in this area. The rezoning request from the R-8 CUD residential business zoning districts to an R-8 RHO zoning district is consistent with historical trends suggesting that residential development will continue to occur along Barbour Road to the west.

- **Finding Four of Eight: Approved**

The rezoning request is in the community interest.

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

- **Finding Five of Eight: Approved**

The request does not constitute "Spot Zoning"

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

- **Finding Six of Eight**

Present regulations deny or restrict the economic use of the property

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

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

- **Finding Seven of Eight**

The availability of public services allows consideration of this rezoning request

The current public services available are suitable for this rezoning. In addition to public water and sewer being available to the site, the property is served with electricity by Duke Energy. CenturyLink and Time Warner also serve the area with phone and cable respectively.

- **Finding Eight of Eight**

Physical characteristics of the site prohibit development under present regulations

The streets and utility infrastructure has been constructed. The rezoning will allow for a feasible development strategy. There are no physical restraints to the area considered for rezoning such as wetlands, stream buffers, potential flood hazard areas and storm water that would outright prohibit development of the property. There is no limiting geological and hydrological formation that would prohibit development (rock outcrops, lakes, etc.).

Record of Decision: Approval of Rezoning Petition # RZ-16-02

Councilman Wood made a motion, seconded by Councilman Harris, based upon satisfactory compliance with the above stated eight findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative moved to approve the Rezoning Petition RZ-16-02. Unanimously approved.

3. Conditional Use Permit request by Genesis Living Inc. (CUP-16-09)

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

Planning Director Paul Embler addressed the Council on a request by Genesis Living Inc. The applicant was requesting a conditional use permit to construct a 44 rowhouse subdivision development on approximately 9.45 acre tract on land located within an the R-8 (Residential) and RHO (Rowhouse Overlay) zoning districts. The property considered for a conditional use permit is located on the southwest side of Barbour Road approximately 780 feet northeast of its intersection with Laurel Drive. The property is further identified as Johnston County Tax ID#4340665. Staff is requesting that the following conditions be considered with this request: reducing side yard setback from 6 ft to 5 ft, reduce landscape buffer from 15ft to 7.5ft with landscaping and screen fencing, allow direct entry to parking spaces from Public Street at recreational amenity, and reduce the right of way requirement from 50ft to 40ft. Mr. Embler explained that all the properties will have garage access from the rear by way of designated alleyway.

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the September 6, 2016 agenda packet.

The Planning Board at its September 1, 2016 unanimously voted to recommend approval of the conditional use permit request with the Planning Department's recommendations.

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

Mayor Moore asked if the applicant was in agreement with the testimony provided by Mr. Embler. The applicant, Glenn Weeks, responded he was in agreement with the testimony offered by Mr. Embler.

Mayor Moore asked if there were any comments/questions from those that had been duly affirmed to offer testimony. There were none

Mayor Moore asked if there were any questions from Council.

Councilman Harris asked for an explanation on allowing direct entry to parking spaces from Public Street at recreational amenity. Mr. Embler responded that the ordinance does not allow for to enter straight from a public street into a parking space but it can be allowed with Council approval.

Mayor Pro-Tem Ashley questioned if a homeowner's association would be considered to assist with the parking at the recreation amenity. Mr. Embler responded that the HOA will maintain parking, the recreation area and landscaping.

Mayor Pro-Tem Ashley questioned if the roads would be tested before being accepted by the Town. Public Works Director Lenny Branch responded that core testing would be completed. The applicant responded that he would ensure that the roads are to the Town's standards.

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

The Written Finding of Facts

Town Council of the Town of Smithfield decided the matter of the Conditional Use Permit Application by motion and vote on each of the following four findings of fact.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, 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 request for conditional use will not endanger the public health, safety, or general welfare for the reason that the 44 lot RHO subdivision will have less impact than the currently approved 25 lot 50 unit duplex subdivision.

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

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

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

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Harris, based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to recommend approval of Conditional Use Permit Application # CUP-16-09 with the following conditions: reduction in the side yard setback from 6 ft. to 5 ft., reduce landscape buffer from 15ft to 7.5ft with landscaping and screen fencing, allow direct entry to parking spaces from Public Street at recreational amenity, and reduce the right of way requirement from 50ft to 40ft. Unanimously approved.

4. Municipal Service District – In accordance with NCGS G.S. 160A-536(d) – Authorization to enter into a contract with Downtown Smithfield Development Corporation to provide services in the MSD

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

Town Manager Michael Scott addressed the Council on consideration to enter into a contract for services within the Municipal Service District. Michael Scott explained that based on a recent legislature change, the Town had to hold a public hearing prior to entering into any agreement with an agent to offer assistance to the municipal service district. He further explained that Requests for Proposals were solicited and only one was received by the Downtown Smithfield Development Corporation.

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

Councilman Harris made a motion, seconded by Councilman Rabil, to approve the contract with the Downtown Smithfield Development Corporation to provide services in the Municipal Service District. Unanimously approved.

(Attached by reference and made a part of these official minutes – Downtown Smithfield Development Corporation Contract.)

CITIZENS' COMMENTS:

- Sonny Howard of Woodlawn Drive explained to the Council that he has worked with every Parks and Recreation Director that has ever been employed by the Town of Smithfield. Mr. Howard explained that the Town of Smithfield has an excellent Parks and Recreation Department. He petitioned the Council to come together and to be proud of what the Town of Smithfield has to offer.
- Earl Merritt of 2 Lakeview Place addressed the Council on his support for the Town's Parks and Recreation Department. Mr. Merritt explained that before he retired as the Director of Social Services, his office often used and worked with the Parks and Recreation Department. He stated he was quite shocked by the Salvation Army's allegations. He further stated that the Town of Smithfield has the best Parks and Recreation Department.
- Dr. Gettys Cowen Jr. President of the Johnston County Branch of the NAACP expressed his concerns on the Eva Ennis Pool. He explained that his children used the pool in the 1970s and 1980s because it was the only pool that was available to Smithfield. He stated that he was saddened that it has been neglected over the years and asked that the Council consider funding repairs to the pool.

CONSENT AGENDA:

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

1. Approved the following Minutes:
 - August 2, 2016 – Regular Meeting
 - August 2, 2016 – Closed Session
2. Special Event – Race for Lace: The applicant, the Smithfield Police Department, gained approval to conduct a 5k race to be held on November 12, 2016 from 8:00 am until 2:00 pm at the Community Park and the Buffalo Creek Greenway.
3. Special Event – Praise in the Park – The applicant, Kiwana Avery of Youthful Praise, gained approval to conduct a not for profit event to be held on October 22, 2016 from 3:00 pm until 6:00 pm at Smith Collins Park.
4. Special Event – Smithfield Halloween House: The applicant, Christian Callaway-Shipley, gained approval to conduct an event to be held on October 29, 2016 from the hours of 5pm – 8pm at 208 East Davis Street. This event was approved as an annual event.
5. Career Ladder Promotion – Police Department: Approved the promotion of a Police Officer I to the rank of Police Officer II and a Police Officer II to the rank of Master Police Officer.
6. Approved Resolution # 591 (18-2016) Authorizing the disposition of certain surplus property and auctioning of that property by the electronic auction service of GovDeals.com

**TOWN OF Smithfield RESOLUTION # 591 (18-2016)
 Authorizing the Sale of Certain
 Personal Property at Public Auction**

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

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

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

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

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

2. The Town Manager or his designee is authorized to receive, on behalf of the Town Council, bids via public electronic auction for the purchase of the described property.
3. The public electronic auction will be held beginning no earlier than September 16, 2016.

4. The Town Council further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by GovDeals Inc. The property for sale can be viewed at www.govdeals.com. Citizens wanting to bid on property may do so at www.govdeals.com. The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; All items will be sold for cash or certified check only; Payment must be received for all items sold before they may be removed from the premises; All items sold must be paid for and removed from the site of the sale within 5 business days of the sale, or they will be subject to resale.
5. The Town Clerk shall cause a notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), available on the Town of Smithfield website www.smithfield-nc.com
6. The highest bid, if it complies with the terms of the sale, may be accepted by the Finance Director or his designee and the sale consummated.
7. Bid award and contract approval with Eberhart Construction in the amount of \$52,000 for the installation of the second sludge press at the Water Plant
(Attached by reference and made a part of these official minutes is a copy of the approved contract with Eberhart Construction)
8. Approval of an agreement Worxtime in the amount of \$3,500 for Health Care Reporting
(Attached by reference and made a part of these official minutes is a copy of the approved agreement with Worxtime.)
9. Bid award and contract approval with TAP Construction in the amount of \$11,650 for the demolition of the house located at 116 South Fifth Street
(Attached by reference and made a part of these official minutes is a copy of the approved agreement with TAP Construction)
10. Approved the salary increase for the Fire Chief due to the successful completion of the probationary period
11. approval to remit payment to Triangle J Council of Governments for FY 2016-2017 annual dues in the amount of \$4,312
12. New Hire Report

Position	Department	Budget Line	Rate of Pay
Water Plant Operator III	PU – Water Plant	30-7200-0200	\$15.938/hr (\$33,151.04/yr)
Utility Line Mechanic	PU – Water/Sewer	30-7220-0200	\$12.464/hr (\$25,925.95/yr)
Police Officer I	Police	10-5100-0200	\$15.58/hr (\$34,836.88/yr)
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$8.25/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$15.00/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$15.00/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$17.50/hr

Unanimously approved.

BUSINESS ITEMS:

1. Economic Development Update from the Smithfield Economic Development Advisory Committee

Chairperson Mike Fleming provided the Council with an update on the Smithfield Economic Development Advisory Committee. Mr. Fleming explained that he met with Mayor Moore and Councilman Harris to determine what this committee could do to help stimulate economic development. The committee of twelve members from the business community has been reviewing the 2014 Strategic Plan to identify 2- 3 critical aspects of the plan that could be implemented. The committee decided that it would concentrate on visioning and branding, redevelopment of residential and commercial properties and growth corridors due to the expansion and jobs that would be created at the pharmaceutical companies in Clayton. Mr. Fleming also explained that several of the committee members attended a meeting with City officials in Morganton, North Carolina. He stated that this meeting was very informative.

Mayor Moore expressed his appreciation to Mr. Fleming and the members of the committee. Mr. Fleming thanked the Council for budgeting funds that could solely be used for economic development efforts.

2. Economic Development Information Update

Economic Development Liaison Tim Kerigan informed the members of the Council that recently a group traveled to Covington, Georgia to learn what other communities are doing to stimulate growth and economic development. He explained that the knowledge gained from that trip was invaluable. Mr. Kerigan further explained that he and Rocky Lane met with the Smithfield Economic Development Advisory Committee and others in the community to gain ideas the needs of the Town. Mr. Kerigan explained that he and Mr. Lane are trying to determine what can be done immediately. Mr. Kerigan stated that the Town needs to tell its story and sell its story.

Mayor Pro-Tem Ashley explained that there are pockets of neighborhood for potential improvements. That we should try to encourage homeownership with grant or incentives for redevelopment.

Mayor Moore explained that there are more incentives for business redevelopment than residential redevelopment. He called on Mr. Horner to consider law changes to assist with residential redevelopment.

3. Update on the Booker Dairy Road Project

Planning Director Paul Embler provided an update to the on the Booker Dairy Road Project. Mr. Embler explained that the planning and approval of the Booker Dairy Road Extension Improvements started in the late 1990's. The public hearings for the project where held by NCDOT in 2000-01 to receive public comment. NCDOT planning was finalized around 2005 and within a few years the design survey and environmental work began on the project. Early in the Obama administration funding was found for Phase I Booker Dairy Road Extension through the TIGER program. Approximately 21 million dollars was designated for the construction. When bids were received the low bidder was awarded the contract at approximately 14 million dollars. Work was completed several years ago for the Phase I roadway improvements and the highway was dedicated as the Durwood Stephenson Highway, honoring Mr. Stephenson's years of faithful service to Smithfield and NCDOT. Shortly after the completion of Phase 1, NCDOT began planning Phase 2 improvements. When the SECU was constructed as well as the subdivision associated with Kellie Drive and the construction of the Neuse Charter School the Town worked with NCDOT in obtaining right of way reservations as well as lane improvements to facilitate Phase 2 construction.

The proposed Phase 2 construction improvements begin at Booker Dairy Road and extend to US 301 (North Brightleaf Blvd) tying in at the present location of Ava Gardner Blvd. The roadway cross section starting at Buffalo Road and extending to White Oak Drive/Bradford Street will be a four lane curbed and gutter roadway with a curb and gutter concrete/grass median to the White Oak/Bradford intersection. From just east of the intersection of White Oak Drive and Bradford Street to US 301

(North Brightleaf Blvd) the roadway will be a partial controlled access four lane road with paved shoulders with sideline swales that has a curbed and guttered grass median.

Four breaks in the right of way are proposed for future roadway connections, two on the north side of the road and two on the south side of the road, with the intent of right-in and right-out intersections at all breaks in the right of way. According to the plans provided by NCDOT there are no breaks in the median or turn lanes to allow for left turns in and out of the proposed four breaks in the right of way. NCDOT has indicated that one of the breaks in right of way will also be allowed a median break in the future. At the time the median break is requested NCDOT will require that the cost of the median break and associated turn lanes be a developer born cost.

NCDOT proposes new signals at Kellie Drive (across from SSS), the new intersection of the old Booker Dairy Road and the new Booker Dairy Road Extension and the intersection with US 301 (North Brightleaf Blvd). Under separate NCDOT projects Kellie Drive is proposed to be extended to Buffalo Road to a location approximately one half mile north of the SECU to provide another means of access and egress to the Charter School and to SSS. The Johnston County Schools will construct a new entrance to SSS opposite of Kellie Drive.

Bids will be let in January 2018 and construction should be completed by July 2019.

Councilman Scott stated that this was the first time the Council had been given on this plan. He also added that no sidewalks are included in the plan. Mr. Embler responded that if the Town wants to pay for the sidewalks then NCDOT will include them in the project.

Councilman Harris stated that there appears to be limited access to the properties and limited access could present a problem. Mr. Embler responded that the E & F property has full access and the Howell property will have 4 breaks: 2 on the north side and 2 on the south. Only one will be a median break.

Councilman Harris also questioned why the plan could not be moved more towards the old Golden Corral Building instead of taking the property owned by Mr. Ragsdale. He stated that this should be discussed with NCDOT. Mr. Embler responded that according to the NCDOT the hearings were in 2000 and 2001 and that was the time to discuss any necessary changes to the project.

Mayor Moore asked for more simplified drawings on the project. He suggested that someone on Council work with staff as a liaison so that the Council can be informed. Councilman Scott would work with staff and Councilman Rabil will serve as an alternate. Mayor Moore reminded the Council that this project was discussed during the budget session because of the relocating of utility lines.

4. Consideration and approval of an online bill pay contract with Official Payments Corporation

Finance Director Greg Siler addressed the Council on a request to enter into an agreement with Official Online Payments for online utility bill pay. Mr. Siler explained that the last contract fell apart. NCO/EGS Online Bill Pay two year agreement with the Town expired on September 3, 2016. While a new online bill pay provider was sought to replace NCO/EGS, a renewal agreement was reached instead and approved at the August 2, 2016 board meeting. Although approved by Council the agreement was never finalized due to a misunderstanding of the contract terms. Therefore, consideration for a replacement provider, Official Payments Corp., is being proposed.

In the search for a new online bill pay provider, eight companies were considered including our current online provider NCO/EGS. Official Payments Corporation had the second best offer with a pricing model tied to the type of payment as opposed to a flat charge for all payments. As can be seen on the attached pricing comparison sheet the charge for paying by check is 50 cents, \$3.00 by debit card and \$4.50 by credit card. This gives customers greater incentive to pay by check or by debit card. Note: NCO/EGS has agreed to extend their current agreement, amending or adding the \$3.00 fee per transaction until cancelled by the Town, but no later than November 30, 2016.

Councilman Harris made a motion, seconded by Councilman Dunn, to approve the request. Councilman Harris, Councilman Dunn, Mayor Pro-Tem Ashley, Councilman Lee and Councilman Rabil voted in favor of the motion. Councilman Scott and Councilman Wood voted against the motion. Motion passed 5 to 2.

5. Approval to update the Parks and Recreation Master Plan

Parks and Recreation Director Gary Johnson addressed the Council on consideration to update the Master Plan by contracting with Recreation and Resource Services (RRS). Mr. Johnson explained that the cost of updating the current Master Plan would be \$5,000. Those fees can be split into two fiscal years with \$2,500 being absorbed into this year's budget and \$2,500 budgeted into the 17/18 fiscal year budget. A good park system does not happen randomly, but rather requires a series of orderly steps. It responds to the interests of all citizens it serves. Smithfield's most recent park planning efforts date back to 2009. The Master Plan is generally recognized as current for five years after it is adopted. As interests change and the Town grows, it is important to update the plan regularly to plan and provide the optimum opportunities possible as it serves as a guide for the future. A Master Plan is also a very integral part of applying for grants as a current plan is usually required in the grant writing process.

As part of the Master Plan, stakeholders are engaged, existing parks are inventoried for existing and future updates and priorities are recommended for both existing and future development of recreation facilities, greenways and parks, including criteria and rationale used for such recommendations.

Councilman Harris questioned if this was an approved budget item. Mr. Johnson explained the \$2500 required for this fiscal year could be absorbed therefore additional funds would not be required.

Councilman Harris made a motion, seconded by Councilman Wood, to approve a contract allowing Recreation and Resource Services (RRS) to update the Parks and Recreation Master Plan for a total amount of \$5,000. \$2500 would be paid in the current fiscal year and \$2500 would be paid in FY 2017-2018. Unanimously approved.

6. Approval to apply for the North Carolina Connect Grant

Parks and Recreation Director Gary Johnson addressed the Council on a request to apply for a grant administered through the NC Division of Parks and Recreation & NC Parks and Recreation Trust Fund in the amount of \$160,000 to further the goal of completing the Inclusion Playground and Miracle League Field in Smithfield. Mr. Johnson explained the Connect NC Bond package, approved in March of this year, included a one-time funding of \$3 million for parks and recreation grants to benefit children and/or veterans with disabilities. Local governments, including some public authorities, are eligible to apply for the matching grants. The program is administered through the NC Division of Parks and Recreation and the NC Parks and Recreation Trust Fund. The matching grants can be used to build special facilities or adapt existing facilities that meet unique needs of children and/or veterans with physical and development disabilities. The grant requires a 1 to 4 match or 1 dollar of local funds to every 4 dollars of grant funds. Matching dollars would be a \$30,000 expense to the Town of Smithfield with the Partnership to Build a Miracle organization funding the remaining \$10,000 of the matching amount. The town currently holds \$139,000 in restricted funds derived from developments that have paid the Town approximately 15% of their land value, in lieu of creating park/recreation space within the new development. This money is restricted to land acquisition or equipment infrastructure for parks. Using \$30,000 of this money would be an approved use of these funds.

The Partnership for Children and the Miracle Leagues of Johnston County along with a PARTF grant secured by the Town of Smithfield is currently seeking bids for the construction of the first phase of an Inclusion Playground and Miracle League Field. Although this facility will be unique to the county and region, due to rising costs of construction, certain portions had to be cut to meet budget. With the opportunity this grant would provide, the proposed playground, adaptive baseball field and amenities could be completed as originally planned. In addition to that, the DAV which is housed in the Jones

House on Buffalo Road that is a part of the Smithfield Community Park property could be connected with a connector sidewalk of some sorts. Options discussed have been Outdoor Fitness Stations that are handicap accessible and other opportunities that could be used by the Disabled Veterans as well as other citizens all inclusively. This is a unique and one-time opportunity to expand and enhance an already outstanding park project. The Parks and Recreation Advisory Board unanimously voted to ask the council for funds to match the grant along with The Partnership to Build a Miracle. The Grant Deadline is December 1, 2016.

Chris Key of Miracle League of Johnston County explained that all three agencies have been working on this project for 4 years. Mr. Key explained that due to the total cost of this project, it was agreed that the project would be split into phases with phase one beginning soon. If awarded, this grant could assist with phase 2 of the project.

Councilman Harris questioned if the Miracle League had a financial report. Mr. Key responded that the funds for this project are being maintained by the Partnership for Children. Mr. Harris explained that he was concerned that the Friends of the Park had committed to donating funds to help secure the grant, but that organization has an obligation to the debt service of the SRAC which it has not met. Mr. Harris asked for financial reports from the Miracle League and from the Friends of the Park.

Mayor Pro-Tem Ashley questioned the maintenance and lifespan of the equipment. Mr. Key explained that the Pour and Play surface has a 20 – 25 year life span and the structures an estimated 20 years. Mr. Key further explained that as part of the agreement with the Town, the Miracle League and Partnership for Children would maintain the inclusion park for the first 20 years with the Town only providing grounds maintenance.

Councilman Rabil questioned if Johnston County had provided any funds for this project. Mr. Key responded that \$100,000 was given by Johnston County.

Councilman Scott stated that based on information that was given to him only 30% of Smithfield residents will use the parks. Councilman Scott explained that he did not want the citizens to be responsible for a park that they would not utilize. Mr. Key responded that 60% -70% of the funds raised for the inclusion park have been donated by businesses and individuals outside of Smithfield

Jane Allen, mother of Timothy Allen, explained that the inclusion park is not only for children will disabilities. This park would be used by many others.

Mayor Pro-Tem Ashley made a motion seconded by Councilman Dunn, to authorize the Parks and Recreation Department to apply for the NC Connect Grant. Unanimously approved.

7. Consideration and Approval for the Purchase of AMI Meters with Nexgrid

Public Utilities Director Ted Credle addressed the Council on a request to purchase AMI meters with Nexgrid. Mr. Credle explained the Council approved the purchase of the first round of Meters (~400) to be installed in the Town for both water and electric service as a part of the approved budget for the present fiscal year (2016-2017), the acquisition and installation of Advanced Metering Infrastructure (AMI) meters throughout the Town was approved by Town Council. Mr. Credle further explained that this would be the first order of meters and number just over 400. These new meters would be installed in the downtown area, just north of Market Street and will act as the forerunner of more substantial installations in the coming years. After a secondary purchase the Town should have around 600 meters installed.

Councilman Scott expressed his concerns about the request. He explained that the billing software should be updated before the meters are installed. Mr. Credle responded that the meters would provide accuracy, reduce meter readers and give staff the ability to connect and disconnect utility services remotely. Mr. Credle explained that he had visited Benson to gain knowledge of their installation of the AMI meters. Benson has been successful with these meters.

Councilman Harris made a motion, seconded by Councilman Dunn, to approve the request. Councilman Harris, Councilman Dunn, Mayor Pro-Tem Ashley, Councilman Lee, Councilman Wood and Councilman Rabil voted in favor of the motion. Councilman Scott voted against the motion. Motion passed 6 to 1.

8. Consideration and Approval of an agreement with Corporate Impressions Landscapes, Inc. in the amount of \$26,800 for the fence installation on Outlet Center Drive

Town Engineer Bill Drietzler addressed the Council on consideration to approve and agreement with Corporate Impressions Landscape for the fence installation on Outlet Center Drive. Mr. Drietzler explained that he became involved with this project on February 16th when he met with some of the concerned citizens of Pine Acres. On February 29th, he submitted his recommendation and cost estimate to Interim Town Manager Jim Freeman. To continue moving the project forward, a committee of Mayor Pro-Tem Ashley, Councilman Harris, Mr. Drietzler, Interim Town Manager Jim Freeman, Code Compliance Officer Brent Reck and residents Tony Nixon and Rodney Byrd was formed. The first committee meeting was held on April 11th whereby the committee agreed that the best buffer between Outlet Center Drive and the Pine Acres subdivision was a 400 foot long, 6 foot high solid vinyl fence behind the curb line between the two development cuts. Further, a 50 foot landscape buffer would be constructed along the property line amongst the wooded area. The committee agreed that the fencing and the landscape would solve the lighting and sound concerns that the property owners experienced. Mr. Drietzler submitted the committee's recommendation to the Interim Manager on April 20th with a cost estimate of \$55,000 for the fencing and the landscape buffer. The next step was to meet with the property owner to ascertain if he was agreeable to the plan and to also try to obtain an easement that would allow the fencing to be installed seven feet off the curb line to accommodate future sidewalks. Mr. Drietzler met with the property owner on June 15th and although he seemed agreeable, he explained that he would have to discuss this with his business partner. On July 29th, Mr. Drietzler and Town Manager Michael Scott met with the property owner again to try and obtain the easement, but the property owner, Ed Etheridge, explained that he was unsure that his business partner was agreeable.

Mayor Pro-Tem Ashley explained that since it seemed the easement would not be obtained by the property owner, the committee voted via email on August 8th to move forward with the 6 ft high screen wall in the right of way and the landscape buffer. Everyone responded in the affirmative to move forward with the project. Mr. Drietzler explained that the fencing should be installed in the coming weeks and the landscaping would follow in late October to ensure that the plant material would survive. Mr. Ashley further explained that delays in the project were caused by the property owner not the committee.

Councilman Harris made a motion, seconded by Councilman Wood, to approve a contract with Corporate Impressions Landscapes, Inc. to install fencing between Curb and Right of Way between Pine Acres Subdivision and Outlet Center Drive in the amount of \$26,800. Unanimously approved.

9. Consideration and Approval of a service agreement with Corporate Impression Landscapes, Inc. in the amount of 14,400 for installation of the landscape screening in the Smithfield Crossings area adjacent to the Pine Acres Subdivision

As part of the Smithfield Crossings Project, a commitment was made to add a visual buffer in the right-of-way on Outlet Center Drive between the north curb and Pine Acres Subdivision. This portion of the project was delayed while a committee researched the best alternative to meet the needs of the residents of Pine Acres and the Town's economic development needs in this area. It was hoped that an easement would be afforded between the property owner and the Town to allow for a sidewalk to be placed later between two developable lots between Outlet Center Drive and Pine Acres Subdivision. This easement was not approved by the property owner, so Town Staff and the aforementioned committee is requesting to move forward with planting of 90 plants to create a vegetative buffer that will be 900' long and 50'wide in the right-of-way. A sketch is provided. Cost of the project is \$14,400.00

Councilman Harris made a motion, seconded by Councilman Wood, to enter into a contract with Corporate Impressions Landscapes, Inc. to provide and install approximately 90 plants between the north curb of Outlet Center Drive and Pine Acres Subdivision north of the installed fencing buffer in the amount of \$14,400. Unanimously approved.

Councilmembers Comments:

- Councilman Wood expressed his appreciation to all that traveled to Morganton and to Covington. Mr. Wood addressed the negative media that the Town has been experiencing stating that it was time for the Town to have some positivity. He apologized to the SRAC and Parks and Recreation staff for the recent incident involving the Salvation Army.
- Councilman Harris explained that the City of Morganton has a Communications Director and he basically is the Town reporter. He stated that the Council should consider hiring a communications director in the future. Mr. Harris also addressed the Smithfield Crossings Roundabout and questioned if it could be removed and look at alternative designs to the roadway. Town Manager Michael Scott informed the Council that he and Mr. Drietzler attended a CAMPO meeting to address the concerns about the Crossings. He will keep the Council informed.

Town Manager's Report:

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

- The Crossroads Project has been officially closed out.
- JCC Basketball games at the SRAC - Johnston Community College would like to use the SRAC for basketball games. The Parks and Recreation Advisory Board met on August 30th to discuss the rental agreement with JCC. The advisory board unanimously approved moving forward with the agreement. JCC utilizing the facility will not negatively impact any of the current operations. This will be reviewed after the first season has ended.
- Venture Drive – Preparation is underway to be certain all pre-construction issues are addressed prior to beginning the actual road work. Bill Drietzler has recommended we inspect our storm sewers under the roadway near the collection ponds. We are proceeding with this recommendation.
- Crosswalks in the Downtown Area – The Public Works Department is working with NCDOT to get the crosswalks painted in the downtown area on Market Street. This is a project that was started in July. Staff continues to work with NCDOT to get these completed, though a timeline is uncertain.
- Hurricane Hermine was primarily a rain event for Smithfield. All town departments were prepared for emergency operations, though none were needed. While the Town did experience an electrical spark on Friday, our citizens and business partners using Town power did not suffer any electrical interruptions. The Town did not receive any calls of excess flooding.
- New fire truck - The new fire truck/engine that is in the current budget for purchase has entered the construction phase. The new truck is anticipated to be delivered in March of 2017.
- ISO Inspection - The fire department continues to prepare for the Insurance Services Office (ISO) inspection which will begin on October 10, 2016. All new positions in the fire department are expected to be filled prior to the start of this inspection.
- Halloween- Trick or Treat for 2016 is scheduled for Monday, October 31st from 5pm to 8 pm.

• 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)

Councilman Rabil made a motion, seconded by Councilman Dunn, 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:

Councilman Harris made a motion, seconded by Councilman Dunn, to reconvene in open session. Unanimously approved at 10:17pm.

Adjourn

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

The meeting adjourned at approximately 11:00 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk



Request for City Council Action

**Consent
Agenda
Item:** Special
Event
Date: 9/6/16

Subject: Special Event Downtown Smithfield Wine Walk

Department: Planning

Presented by: Paul Embler

Presentation: n/a

Issue Statement The DSDC is requesting permission to conduct a non-profit special event with more than 100 people in attendance.

Financial Impact The event will have some positive financial impact for downtown since it will be hosted by local businesses. There will be no direct cost for the Town of Smithfield.

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

Recommendation The planning staff recommends approval. This is an event that has been sponsored by the DSDC in the past and is supported by the downtown merchants.

Approved: City Manager City Attorney

Attachments: Temporary Use Permit Application



Staff Report

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

The Downtown Smithfield Wine Walk is a wine tasting event where participants, who have paid and had their identification and age verified, visit Downtown Smithfield businesses and taste different wines. Alcohol is to be consumed inside the business. The Wine Walk has grown tremendously since its inception, and attendance for 2015 was more than twice the 2014 event with 466 participants. The event has been very positive for Downtown Smithfield businesses with the Wine Walk increasing awareness of the businesses downtown, but also generating sales and leads for those businesses.

The event will be held on November 18, 2016 from 5 pm until 9 pm. There will be no amplified sound nor is there any anticipation for security. There will not be any Town property utilized for the event except that sidewalks will be utilized by participants going from business to business.



Town of Smithfield's Planning Department
 P.O. Box 761 or
 350 East Market Street
 Smithfield, NC 27577
 Effective: January 2008

Temporary Use Permit Application

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

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

TYPE OF EVENT

PERMIT FEE \$50.

- | | |
|--|---|
| <input type="checkbox"/> Expansion or replacement of existing facilities | <input type="checkbox"/> Construction Trailer |
| <input type="checkbox"/> Sale of agricultural products grown off-site | <input type="checkbox"/> Real estate sales office or model home |
| <input type="checkbox"/> Sale of fireworks | <input type="checkbox"/> Sale of non-agricultural products, except fireworks |
| <input checked="" type="checkbox"/> Special event, over 100 people in attendance | <input checked="" type="checkbox"/> Not-for-profit event, over 100 people in attendance |
| <input type="checkbox"/> Athletic event on streets, greenways | <input checked="" type="checkbox"/> Town recognized event <u>DSDC event</u> |
| <input type="checkbox"/> Other (please describe) _____ | <input type="checkbox"/> Live Band / Concert _____ |

<u>Downtown Smithfield Wine Walk</u> Name of Event	<u>Downtown Smithfield</u> Location of Event (exact street address)
---	--

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

Address 200 S. Front Street Smithfield, NC Zip 27577

Day phone (919) 934-0007 Mobile phone (919) 796-2099

Event set-up/start time/date 5pm, November 18, 2016 Event clean-up/end date/time 9pm, Nov. 18, 2016

Sound amplification hours n/a Will food or goods be sold? _____

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

Private agency name & phone, if applicable: _____

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

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 [Signature] 8/5/2016
 Applicant's name (print) Signature Date

PLEASE RETURN THIS PERMIT TO INSPECTIONS AND PERMIT DEPARTMENT WITH \$50.00 FEE.

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

Reviewing Planner: _____ Date: _____
 (Note: See attached letter)

Paul Embler

From: Sarah Edwards <DSDCSarah@aol.com>
Sent: Monday, August 08, 2016 10:37 AM
To: Paul Embler
Subject: Wine Walk and Christmas Tree Lighting

Paul,

Please see below for descriptions of the events. Please let me know if you have any questions or need anything else.

Best,
Sarah

The Downtown Smithfield Wine Walk is a wine tasting event where participants, who have paid and had their identification and age verified, visit Downtown Smithfield businesses and taste different wines. Alcohol is to be consumed inside the businesses. The Wine Walk has grown tremendously since its inception, and attendance for 2015 was more than twice the 2014 event with 466 participants. The event has been very positive for Downtown Smithfield businesses, with the Wine Walk increasing awareness of the businesses downtown, but also generating sales and leads for those businesses.

The Smithfield Christmas Tree Lighting, co-hosted by the Downtown Smithfield Development Corporation and Smithfield Parks & Recreation Department, will be an event with fun for the entire family. We have made requests to all Smithfield schools asking for their choruses, bands, dance groups, etc. to perform, along with other community groups. We will have cookie decorating, activities for children, and Santa Claus will light the Town's Christmas tree, and then visit with children in his workshop. For this event, we request that a portion of the 100 block of N. Third Street be closed (from Market Street to the parking lot behind the Public Library of Johnston County and Smithfield).

--

Sarah Edwards
Executive Director
Downtown Smithfield Development Corporation
200 South Front Street
Smithfield, North Carolina 27577
919.934.0887
DSDCSarah@aol.com
www.downtownsmithfield.com



This email has been checked for viruses by Avast antivirus software.

www.avast.com



Request for City Council Action

Consent
Agenda
Item: Special
Event
Date: 9/6/16

Subject: Special Event Smithfield Christmas Tree Lighting
Department: Planning
Presented by: Paul Embler
Presentation: n/a

Issue Statement The DSDC is requesting permission to conduct the annual Christmas tree lighting which will be a non-profit special event with more than 100 people in attendance. The event will require a street closing on North Third Street for approximately four hours.

Financial Impact The event will have some positive financial impact for downtown since it will be hosted by the DSDC. There will be no direct cost for the Town of Smithfield other than Public Works closing of the Street with barricades.

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

Recommendation The planning staff recommends approval. This is an event that has been sponsored by the DSDC in the past and is supported by the downtown merchants.

Approved: City Manager City Attorney

Attachments: Temporary Use Permit Application



Staff Report

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

The Smithfield Christmas Tree Lighting, co-hosted by the DSDC and the Smithfield Parks and Recreation Department, will be an event with fun for the entire family. Requests to all Smithfield Schools asking for choruses, bands, dance groups, etc. to perform, along with other community groups. There will be cookie decorating, activities for children and Santa Claus will light the Town's Christmas tree, and then visit with the children in his workshop. For the event, it is requested that a portion of 100 block of North Third Street be closed (from Market Street to the parking lot behind the public Library of Johnston County and Smithfield).

The event will take place between the hours of 5 pm and 9 pm on 12/1/16. Amplified sound will be utilized between the hours of 7 pm and 8:30 pm. There will be no food or drink. There is no anticipated need for security. The event will be held within the public right of way including the associated streets and sidewalks.

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



Request for City Council Action

**Consent
Agenda
Item:** **Special
Event**
Date: 10/4/2016

Subject: Touch a Truck Event Revision
Department: Planning and Zoning
Presented by: Michael Scott
Presentation: See attached

Issue Statement

During the August 2, 2016 Council Meeting the Council approved this event sponsored by the Junior Women's League of Smithfield to be held November 12, 2016 from 8:00 am to 4:00 pm. The event was approved to be held in the 200 block of South 3rd Street. Due to increased support and involvement, the sponsor is requesting to close the 200 block of Johnston Street in addition to the 200 block of South 3rd Street.

Financial Impact

None

Action Needed

Approve additional Street Closure of 200 block of Johnston Street.

Recommendation

Approve revision as requested.

Approved: City Manager City Attorney

Attachments:

Staff Report



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 was previously approved to be held on the 200 block of South Third Street but is now requested to also include the 200 block of Johnston Street. The event will require street closings.

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.



Request for City Council Action

**Consent
Agenda
Item:** Special
Event
Date: 10/4/2016

Subject: Martin Luther King Jr Parade Revision
Department: Planning and Zoning
Presented by: Michael Scott & Paul Embler
Presentation: See attached

Issue Statement

During the September 1, 2015 Council Meeting the Council approved this parade as an annual event. The petitioner is requesting to amend the previously approved times by one hour, starting the parade at 6:00 pm, as opposed to the previously approved 7:00 pm. This will also require approval for the parade to begin staging at 5:00 pm.

Financial Impact

Police Department Overtime to manage traffic and security for the parade.

Action Needed

Approve revisions as stated for parade.

Recommendation

Approve revision as requested, approving the event as an annual event.

Approved: City Manager City Attorney

Attachments:

Staff Report



Staff Report

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

The petitioner is requesting the approval of an annual march to honor and remember the late Dr. Martin Luther King. The parade is proposed to begin at 6:00 pm on January 13, 2017. Future parades will take place on the Friday prior to the Federal Martin Luther King Jr. Holiday. Staging for the parade is proposed to begin at approximately 5:00 pm with the parade lasting approximately one hour and completely finished by 8:00 pm. There will be a number of units in the parade including floats, vehicles and bands. The proposed route will be the same as the Town Christmas parade. Staging will be on South Sixth Street with the parade route exiting from Sixth Street onto Market Street and proceeding west on Market Street exiting onto South Second Street.

There is anticipated need for security and traffic control by the Police Department. The route of the march will require street closure as well as traffic control by the Police Department. Traffic will be rerouted in the same manner as it is for the Christmas Parade. Barricades and cones will be provided by the Public Works Department.

The route and time of the proposed parade will also require approval from NCDOT.

Food will not be sold. No fireworks will be allowed. Pets will not be allowed.

If approved the event the petitioner will work with town planning staff in future years to coordinate the event with the Police Department and Public Works.



NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

JOHNSTON COUNTY BRANCH

P.O. BOX 2547

SMITHFIELD, NC 27577

Dr. Gettys Cohen, Jr., President

Mrs. Joann Foster, Secretary

August 26, 2016

Dear Mr. Emblar,

The NAACP-Johnston County Branch duly request that the event (Martin Luther King, Jr. Parade) be placed on your calendar for January 13, 2017.

Please place on your calendar as an annual event.

Sincerely,

Mrs. Rachel Ayers

Mrs. Rachel Ayers
Parade Director

Gettys

Dr. Gettys Cohen, Jr., D. D. S.
Branch President

Rachael Ayers has requested that the event's start time be changed to 6pm.



Request for City Council Action

**Consent
Agenda
Item:** Amendment
to the JB
George
Agreement
Date: 10/4/2016

Subject: Amendment to the JB George Agreement
Department: General Government
Presented by: Shannan Williams
Presentation: Consent Agenda

Issue Statement

Mr. James George has requested that the October 6, 2015 J. B. George Endowment Agreement be amended.

Financial Impact

N/A

Action Needed

The Town Council is asked to consider amending the J.B. George Endowment Agreement

Recommendation

N/A

Approved: City Manager City Attorney

Attachments: J. B. George Endowment Agreement – October 6, 2015
Proposed J. B. George Endowment Agreement



Staff Report

**Consent
Agenda
Item** **Amendment
to the JB
George
Agreement**

Mr. James P. George has requested that the J.B. George Endowment Agreement be amended from the previous agreement dated October 6, 2015. The agreement for consideration by the Town Council contains several additions and/or changes to the prior agreement. In August 2016, Mr. George met with members of the Appearance Commission and staff to discuss changes to the agreement that would be beneficial for all parties. The amended agreement is a result of those discussions.

J.B. GEORGE ENDOWMENT AGREEMENT

As of January 1, 2013

Amended October 6, 2015

THIS ENDOWMENT AGREEMENT supersedes the Agreement between James P. George (Donor) and The Year Round Garden Club of Smithfield, North Carolina as recorded in Book 1191 Page 53 of the Johnston County Registry, and its successor the "Appearance Commission" of the Town of Smithfield. It also **supersedes** the Agreement between James P. George and the Town of Smithfield dated January 3, 2006 as recorded in Book 3047 Page 307-314 of the Johnston County Registry and The Agreement between the same principals dated January 1, 2007 as recorded in Book 3266 Page 91-99 of the Johnston County Registry. It also **supersedes** the Agreement in Book 3952 Page 418-428. The donor wished to transfer the principal endowment of one hundred and seven thousand and eight hundred seventy seven dollars and 83 cents (\$107,877.83) as of June 30, 2012 to a new endowment fund and agreement which the Smithfield Appearance Commission shall administer. This endowment is created in honor of Josephine Barefoot George, mother of the donor. All persons and organizations making contribution to this endowment fund and those who administer it shall be bound by the terms of this Agreement.

Terms of Agreement:

1. **Name of Fund:** The endowment fund hereby created shall be known as the Josephine B. George Beautification Fund here after referred to as the J.B. George Fund or Fund.
2. **Investment and Expenditure of Principal and Interest:** It is the intend and purpose of the parties to this Agreement that the principal of one hundred and seven thousand and eight hundred and seventy seven dollars and 83 cents (\$107,877.83) as of June 30, 2012 and subsequent additions will be maintained in perpetuity as a permanent endowment fund. The income from said principal is to be used to support projects undertaken by and at the direction of the Appearance Commission, consistent with the provisions of this Agreement. Only The Town of Smithfield shall be responsible for the investment of the funds, the security of the funds, and disbursement of the funds from endowment.
3. **Purpose and uses of the Funds:** The Fund is to be used to support beautification projects undertaken by **individuals (first priority)**, civic clubs, non-profit organizations, (including churches), Appearance Commission or its successor, and the Town of Smithfield to beautify "**neighborhoods**" and other public places in the Town of Smithfield. To that end, ONLY the Appearance Commission or its successor or the Town can ONLY expend the ANNUAL income (interest, dividends, earnings) from the endowment principal during any given fiscal year toward approved projects in that fiscal year. Any income for any reason that is not either spent or encumbered by the end of the fiscal year in which it is earned shall be added to the principal endowment to ensure growth of the Fund, to account for inflation and to assure that the income earnings are being **spent annually**. The term "encumbered" shall mean that a purchase order has been issued prior to June 1st of the fiscal year and that the bill is rendered for payment by June 30th. The term "fiscal year" shall mean the Town of Smithfield's fiscal year. This Fund is "an ADDITION, not to supplant any other funds or Town expenditures". The Endowment Fund is NOT to be spent!

SCANNED

Initials

[Handwritten signatures and initials]

4. **Types of Projects:** The type of project on which the interest income may be expended in this Agreement is as follows:

a. Planting of trees, shrubs, bushes, flowers, vines, vegetable gardens, flower gardens and grass lawns. Also this includes "seed money" for establishing a town NURSERY for an inventory of trees, shrubs, bushes, flowers and grasses. These funds cannot be used for regular pruning, watering, and other necessary maintenance for the nursery. The cost of labor, materials, transportation and other site preparation expenses (including cutting down trees and grinding up their stumps for replacement only of another tree). Completion photos are **mandatory**.

b. Funds may also be expended for **OUTDOOR** hanging baskets and their contents, benches, seating, shrubs, flower planters, sculptures, statues, special lighting, special audio, clocks, rock gardens, water gardens or pools, relief stations (privies) including pet refuse stations, fountains, large concrete planters, ornamental street signs, murals (including reliefs) decorative sidewalks or street treatments, hanging street banners, U.S. flags {Stars & Stripes} (BUT not any U.S. flags for U.S. Hwy. 70 Business or U.S. Hwy. 301 Brightleaf Boulevard), "Welcome to Smithfield" town limit signs, information signs, directional signs, and commemorative plaques with base in town parks only. Completion photos are **mandatory**.

c. The cost of inserts in town mailings and newspaper ads will be a legitimate expense to the J.B. George Fund.

d. Any items **NOT LISTED** in the above three (3) sections (a, b, and c) are **FORBIDDEN** as a qualified expense.

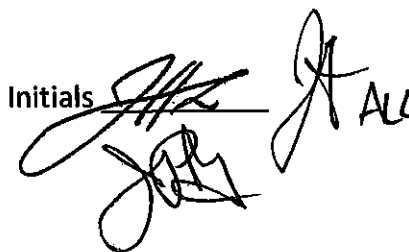
e. All projects must be within the public rights-of-way, or public poverty within the contiguous municipal boundaries of the Town of Smithfield.

f. Any party utilizing these funds for projects will be responsible for property damages, misfeasance, misappropriation of funds and/or property that shall not hold the Town of Smithfield liable for such actions.

g. If the recipient of the funds is any party other than the Town of Smithfield, then that individual or group will be responsible for the maintenance of the project upon completion. This includes regular pruning, watering, and other necessary actions to maintain the project in its original condition. The Appearance Commission OR Town is responsible to verify that the expenditure of the funds is in accordance with the approved project application.

h. These funds cannot be used for salaries of town employees. The Town of Smithfield is to assume responsibility for future repairs and maintenance to infrastructure items (item b.) that are installed under this agreement from the Town's own general operations budget.

Initials

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5. The Appearance Commission, Town of Smithfield, civic organizations, non-profit organizations and individual town citizens (first priority) shall have a right to request funding for a specific project by a specified deadline date by application form. (See Exhibit A).

6. In view of the fact that the Appearance Commission has the **plenary authority** to disperse these funds---**ONLY** the Appearance Commission can approve projects or expenditures from this Fund. NEITHER the Town Council, Mayor, Town Manager, nor town department supervisors nor anyone else may approve projects or expenditures. If the Appearance Commission has been dissolved, then **ONLY** the Mayor can approve projects and expenditures. The Town Council may **reject** any projects. All parties **must** request projects through the same application process to the Appearance Commission. The Appearance Commission and Town **MUST** make a "good faith effort" at least annually to notify the town citizens, civic, and non-profit organizations of the availability of these funds including but not limited to:

a. The Town **MUST** post on its Internet Web site an **application form** which can be downloaded or printed. (See Exhibit A). Also the "**purpose and use of funds**" and "**type of projects**" items **4a, 4b** and **locations**. Also a telephone number to secure an application by U.S. mail. (See Exhibit B).

b. The Town **MUST** place the **first sentence** in item **4a** at least four (**4**) times annually in April in the local newspaper [The Herald or its successor]. (See Exhibit C) **{Legal Notice}**.

c. The deadline for individuals, civic, and non-profit organizations SHALL preferably be July 1st, but at the latest---the First Appearance Commission meeting of the new fiscal year! The Town and Appearance Commission must submit applications at or after the First Appearance Commission meeting of the new fiscal year.

d. The cost of the town insert mailings and newspaper ads WILL BE a legitimate expense to the J.B. George Fund.

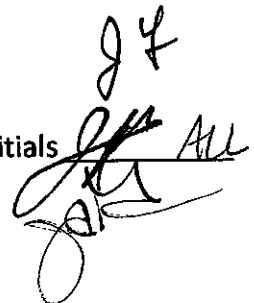
e. This agreement **MUST** be posted in its entirety (including exhibits) on the Town Web site. **{Legal Notice}**.

7. The Appearance Commission may make funds available to the applicants set forth in paragraph 5 by any of the following methods:

- a. Direct grants; or
- b. Reimbursement of expenditures after completion of projects, or
- c. Matching funds for projects

8. All expenditures must comply with state and town laws, ordinances and regulations. The Appearance Commission or Town is responsible to verify that the expenditure of the funds is in accordance with the approved project application.

Initials

Handwritten initials and signatures. At the top right, the initials 'JF' are written. Below them, there are several overlapping signatures and initials, including what appears to be 'AJL' and 'AJL' written twice, and a large, stylized signature that looks like 'JF' or 'AJL'.

9. The Appearance Commission may:
 - a. Set monetary limits;
 - b. Request necessary data, such as site plans, description, cost estimates, photos, and time schedule as part of the application process;
 - c. Specify live plant types;
 - d. Specify shape, size, colors, materials, etc. of non-plant projects

10. A copy of this Agreement, Town Community Appearance Commission Ordinance, and the Appearance Commission By-Laws shall be given to each Appearance Commission member and new members as they join the Commission.

11. Within ninety (90) days from the end of the Town's fiscal year, the Appearance Commission/Mayor **SHALL issue** a detailed **annual** summary of the income, projects, the sponsors, expenditures, and beginning & remaining balance including income that reverts back to the principal of the J.B. George Fund for that Fiscal year just ended. This **annual report** (See Exhibit D) shall also contain mandatory photos. The annual report of the Appearance Commission, a public document under N.C. General Statute 132-1 shall be given to the Town Manager and Town Council and posted on the Town's Internet Web site. The J.B. George Fund shall also be included in the annual financial statements and audit of the Town of Smithfield. Copies of all reports shall be made available to the public upon request. In the event that the Appearance Commission is unable to furnish an annual report, the Town Manager or his designate shall do so.

12. This Agreement may be amended in part or in total with the agreement of the Appearance Commission, the Town Council and the Donor.

13. This Agreement **WILL NOT** be printed nor posted on the town web site in any other language than **ENGLISH** by the Town of Smithfield, the Town Appearance Commission or any of its employees or members.

14. The parties to this Agreement hereby acknowledge that the lawful residents of the Town of Smithfield, collectively and individually, are its intended beneficiaries and that the provisions of this Agreement are to be interpreted to that end. Any lawful resident of the Town of Smithfield shall have standing to enforce the Parties' compliance with the provisions of this Agreement.

15. (a) Upon the willingness or inability of the Appearance Commission and/or the Town to administer the Fund in accordance with this Agreement, the Town may assign this Agreement, and the Fund itself, to any legal entity within Johnston County with a demonstrated commitment to preserving and enhancing the beauty of the Town of Smithfield, another municipality in Johnston County and/or Johnston County in a manner consistent with the types of projects authorized in this Agreement.

(b) Upon the failure of the Appearance Commission and/or the Town to administer the Fund in accordance with this Agreement or to assign it in accordance with this

Initials

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Agreement or to assign it in accordance with subsection (a) of this paragraph, the Donor or his designee(s) shall have the discretion to require the Town to assign this Agreement, and the Fund itself, to any legal entity of the Donor or his designee(s)' choosing within Johnston County with a demonstrated commitment to preserving the enhancing the beauty of the Town of Smithfield, another municipality in Johnston County, and/or Johnston County itself in a manner consistent with this Agreement. The Town shall make such assignment within ninety (90) days of notice from the Donor or his designee(s).

(c) In the event the Town fails to assign this Agreement pursuant to subsection (b) of this paragraph, this Agreement shall be dissolved without further action by the Donor or his designee(s) and the Fund shall automatically revert back to the Donor or his designee(s) in its entirety, provided, however, that any expenditures duly approved pursuant to the terms of this Agreement as of the date one day prior to the Town's receipt of notice under subsection (b) of this paragraph shall be funded in accordance with the provisions of this Agreement. In the event of dissolution of this Agreement under this subsection (c), The Town shall pay the monies in Fund to the Donor or his designee(s) within (30) days of dissolution.


16. The Town of Smithfield shall reimburse the J.B. George Beautification Fund for any misappropriations or expenditures of this Fund not approved in accordance with the provisions of this Agreement.

17. Public or private funds can be used to match or supplement The Appearance Commission's projects.

18. If any part of this Agreement is found to be null and void by the judicial system then the other sections shall remain Legally binding upon the parties.

19. The documents that make up this Agreement consist of the following:

- (a) The terms and conditions as contain herein;
- (b) Exhibit A Application Form (pages 7 & 8);
- (c) Exhibit B Purpose and Uses of the Fund to be posted on the Town Web site (page 9);
- (d) Exhibit C Public Notice to be placed in the local newspaper 4 times annually in April (page 10);
- (e) Exhibit D the Annual Report given to the Town Manager, Mayor, and Town Council and posted in the APPEARANCE COMMISSION archive page on the Town's Web site (page 11).

Initials  AL

IN TESTIMONY WHERE OF, said parties of the first part have hereunto set their hands and seals the day and year first above written.

By the First Party

11/06/15 James P. George
James P. George (Donor)

And By Parties of the Second Part:

John H. Lampe
John H. Lampe II, Town Mayor

10/7/15

Jim Freeman
Jim Freeman, Interim Town Manager

10/12/15

Anita Liverman 11/06/2015
Anita Liverman, Appearance Commission Chairperson

Attested by:

Shannan Williams
Shannan Williams, Town Clerk



Initials JH JF AL
JL

Exhibit A
APPLICATION FORM (by U.S. mail and Town Web site)
NOTICE: Deadline for this application is **JULY 1st!!!**

1. **ALL** projects must be within the public right-of-way, or public property within the contiguous municipal boundaries of the Town of Smithfield.
2. Any party utilizing these funds for projects will be **responsible** for property damages, misfeasance and misappropriation of funds and/or property and shall not hold the Town of Smithfield liable for such actions.
3. If the recipient of the fund is someone other than the Town of Smithfield, that individual or group will be responsible for the **maintenance** of the project upon completion. This includes regular pruning, watering, and other necessary actions to maintain the project in its original condition.

This application must be accompanied by:

1. A sketch plan which illustrates the nature of your request.
2. A cost estimate of the project.
3. A list of planting materials and other materials that will be used in accomplishing the project. Please list live plant types, their size, shape and color.
4. The addresses of all property involved in the proposed project(s). Have the effected property owners been contacted and made aware of the project. Yes No
5. Type of Grant requested: Direct Grant; Reimbursement;
 Matching Funds
6. Do you propose to attach items to Utility Poles? Yes No
7. If yes to item 6, have you gotten written permission from the appropriate Utility?
 Yes No

If yes, please attach a copy of the Joint Use Pole Agreement granting permission to attach to the Utility Pole(s). The contact person for the local utilities are as follows:
Town of Smithfield—Director of Utilities 919-934-2798
Century Link—Local Engineer 919-553-0361
Progress Energy—Local Engineer 919-965-1541

Signature of Applicant/Contact Person

Date

Telephone Number

Email Address

Initials

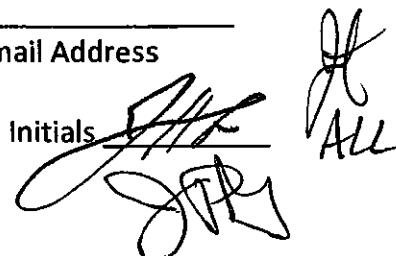
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Exhibit A (Continued)

TO BE COMPLETED BY THE TOWN OF SMITHFIELD

Date received by the Town and/or Appearance Commission _____,

Request Number _____,

Approved _____; Denied _____; Needs more information _____

Comments:

Chairperson or Secretary
Appearance Commission

Date

Initials  AU

Exhibit B

NOTICE: This information must be posted verbatim on the Town Web site.

This information sheet is to be included with an application.

Purpose and uses of the Funds:

The Fund is to be used to support beautification projects undertaken by **individuals (first priority)**, civic clubs, non-profit organizations (including churches), Appearance Commission, and the Town of Smithfield to beautify "**neighborhoods**" and other public places in the Town of Smithfield.

Types of Projects:

a. Planting of trees, shrubs, bushes, flowers, vines, vegetable gardens, flower gardens and grass lawns. The cost of labor, materials and transportation and other site preparation expenses (including cutting down trees and grinding up its stumps for replacement only of another tree). Completion photos are mandatory.

b. Funds may also be expended for **OUTDOOR** hanging baskets and their contents, benches, seating, shrubs, flower planters, sculpture, statues, special lighting, special audio, clocks, rock gardens, water gardens or pools, relief stations (privies), including pet refuse stations, fountains, large concrete planters, ornamental street signs, murals (including reliefs), decorative sidewalks or street treatments, hanging street banners, and U.S. flags (BUT not any U.S. flags on U.S. Hwy 70 and U.S. Hwy 301 Boulevard), "Welcome to Smithfield" town limit entrance signs, information signs, directional signs and commemorative plaques with base in town parks only. Completion photos are mandatory.

Location of Projects:

ALL projects must be within the public right-of-way, or public property within the contiguous municipal boundaries of the Town of Smithfield.

Call 919-934-2116 Ext. 1114 for information and an application by U.S. Mail.

Initials

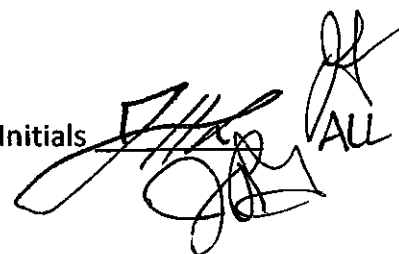
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Exhibit C

This Public Notice must be placed in the local newspaper four (4) times annually in
APRIL

NOTICE TO SMITHFIELD CITIZENS

You may make application for the Josephine B. George Beautification funding for this year. This involves planting trees, shrubs, bushes, flowers, vines, vegetable gardens, etc. Call 934-2116, ext 1114 for information and application. Deadline for filing is July 1st. (Cut and Save this notice)

OR

NOTICE

Smithfield Citizens may make application for the Josephine B. George Beautification Fund for this year. This involves planting trees, shrubs, bushes, flowers, vegetable gardens, etc. Call 934-2116, ext. 1114 for more information and an application. Deadline for filing is July 1st
Cut & Save this!

Initials

Handwritten initials and signatures. One signature is written over the word 'Initials'. To the right, there are two more signatures, one of which includes the letters 'ALL' written below it.

Exhibit D
ANNUAL REPORT

The Annual Report to the Town Manager, Mayor and Town Council MUST contain the following information:

There was advertising in the Herald; applications received; projects & the amount; the beginning Endowment Balance; Interest income for the year; Expenditures; reverts, the ending balance at the close of the fiscal year; photos & posting on the Town Web site.

FORMAT

Mayor and Town Council
Town Manager

Dear Councilmen,

This ANNUAL REPORT is to inform you of action taken by the Appearance Commission regarding the J.B. George Beautification Endowment Fund for the fiscal year July 1, 2____ to June 30, ____.

The Town has advertised in the HERALD four times in April about the availability of beautification funds. YES _____ NO _____

There were no applications by individuals, etc. Neither the Appearance Commission, not the Town of Smithfield submitted any project applications. **(OR)**

There were two applications XYZ Garden Club and the Downtown Club.

The beginning Endowment balance on July 1, 2____ was \$_____.

There were no expenditures/disbursements during the year. **(OR)**

There was expenditures of \$_____ for _____ TREES on 3rd Street, etc.

Unspent Interest Reverted to Fund Principal _____.

The ending Endowment Balance on June 30, 2____ was \$_____.

This Annual Report includes photos will be posted on the APPEARANCE COMMISSION page on the Town's Web site with photos.

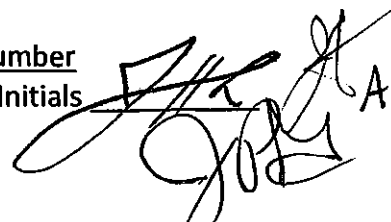
If you need any more information please contact me.

Sincerely,

\s\

Appearance Commission Chairperson or Town Staff member & Telephone Number

Initials

Handwritten signature and initials in black ink, appearing to be 'J. B. George' and 'J. B. George'.

North Carolina, Johnston County

I, Melissa H Wilder, a Notary Public, do hereby certify that Shannan L. Williams personally come before me this day and acknowledged that she is the Town Clerk of the Town of Smithfield, a North Carolina municipal corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by her as its clerk.

Witness my hand and official seal, the 6 day of November, 2015

Melissa H Wilder

, Notary Public

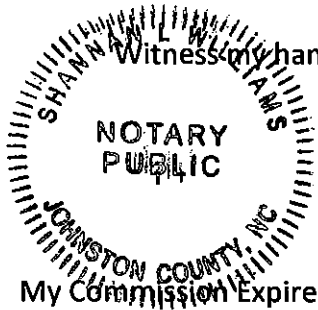


My Commission Expires: August 6, 2018

North Carolina, Johnston County

I, Shannan L. Williams, a Notary Public, certify that James P. George, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 6th day of November, 2015.



Shannan Williams

Shannan L. Williams, Notary Public

My Commission Expires: May 20, 2017

Initials JR JAL

J.B. GEORGE ENDOWMENT AGREEMENT

As of January 1, 2013

Amended October 6, 2015

Amended October 4, 2016

THIS ENDOWMENT AGREEMENT supersedes the Agreement between James P. George (Donor) and The Year Round Garden Club of Smithfield, North Carolina as recorded in Book 1191 Page 53 of the Johnston County Registry, and its successor the "Appearance Commission" of the Town of Smithfield. It also **supersedes** the Agreement between James P. George and the Town of Smithfield dated January 3, 2006 as recorded in Book 3047 Page 307-314 of the Johnston County Registry and The Agreement between the same principals dated January 1, 2007 as recorded in Book 3266 Page 91-99 of the Johnston County Registry. It also **supersedes** the Agreement in Book 3952 Page 418-428. The donor wished to transfer the principal endowment of one hundred and seven thousand and eight hundred seventy seven dollars and 83 cents (\$107,877.83) as of June 30, 2012 to a new endowment fund and agreement which the Smithfield Appearance Commission shall administer. This endowment is created in honor of Josephine Barefoot George, mother of the donor. All persons and organizations making contribution to this endowment fund and those who administer it shall be bound by the terms of this Agreement.

Terms of Agreement:

1. **Name of Fund:** The endowment fund hereby created shall be known as the Josephine B. George Beautification Fund here after referred to as the J.B. George Fund or Fund.
2. **Investment and Expenditure of Principal and Interest:** It is the intend and purpose of the parties to this Agreement that the principal of one hundred and seven thousand and eight hundred and seventy seven dollars and 83 cents (\$107,877.83) as of June 30, 2012 and subsequent additions will be maintained in perpetuity as a permanent endowment fund. The income from said principal is to be used to support projects undertaken by and at the direction of the Appearance Commission, consistent with the provisions of this Agreement. Only The Town of Smithfield **shall be** responsible for the investment of the funds, the security of the funds, and disbursement of the funds from endowment.
3. **Purpose and uses of the Funds:** The Fund is to be used to support beautification projects undertaken by **individuals (first priority)**, civic clubs, non-profit organizations, (including churches), Appearance Commission or its successor, and the Town of Smithfield to beautify "neighborhoods" and other public places in the Town of Smithfield. ~~To that end, ONLY the Appearance Commission or its successor or the Town can ONLY expend the ANNUAL income (interest, dividends, earnings) from the endowment principal during any given fiscal year toward approved projects in that fiscal year. Any income for any reason that is not either spent or encumbered by the end of the fiscal year in which it is earned shall be added to the principal endowment to ensure growth of the Fund, to account for inflation and to assure that the income earnings are being spent annually. The term "encumbered" shall mean that a purchase order has been issued prior to June 1st of the fiscal year and that the bill is rendered for payment by June 30th. The term "fiscal year" shall mean the Town of Smithfield's fiscal year.~~ Any income that is not spent by the end of the fiscal year CAN be **carried over** to the following fiscal year(s) for future projects. The term "fiscal year" shall mean the Town of Smithfield's **fiscal year**. This Fund is "an ADDITION, not to supplant any other funds or Town expenditures". The Endowment Fund is NOT to be spent!

Initials _____

4. **Types of Projects:** The type of project on which the interest income may be expended in this Agreement is as follows:

- a. Planting of trees, shrubs, bushes, flowers, vines, vegetable gardens, flower gardens and grass lawns. **Also** This includes “seed money” for establishing a town NURSERY for an inventory of trees, shrubs, bushes, flowers and grasses. These funds cannot be used for regular pruning, watering, and other necessary maintenance for the nursery **but does include mulch and the additional plant material for the nursery.** The cost of labor, materials, transportation and other site preparation expenses (including cutting down trees and grinding up their stumps for replacement only of another tree). **Completion photos are mandatory.** **If possible, provide photos of completed projects.**
- b. Funds may also be expended for **OUTDOOR** hanging baskets and their contents, benches, seating, shrubs, flower planters, sculptures, statues, special lighting, special audio, clocks, rock gardens, water gardens or pools, relief stations (privies) including pet refuse stations, fountains, large concrete planters, ornamental street signs, murals (including reliefs) decorative sidewalks or street treatments, hanging street banners, U.S. flags {Stars & Stripes} (BUT not any U.S. flags for U.S. Hwy. 70 Business or U.S. Hwy. 301 Brightleaf Boulevard), “Welcome to Smithfield” town limit signs, information signs, directional signs, and commemorative plaques with base in town parks only. **Completion photos are mandatory.** **If possible, provide photos of completed projects.**
- c. The cost of inserts in town mailings and newspaper ads will be a legitimate expense to the J.B. George Fund.
- d. Any items **NOT LISTED** in the above three (3) sections (a, b, and c) are **FORBIDDEN** as a qualified expense.
- e. All projects must be within the public rights-of-way, or public ~~poverty~~ **(property)** within the contiguous municipal boundaries of the Town of Smithfield.
- f. Any party utilizing these funds for projects will be responsible for property damages, misfeasance, misappropriation of funds and/or property that shall not hold the Town of Smithfield liable for such actions.
- g. If the recipient of the funds is any party other than the Town of Smithfield, then that individual or group will be responsible for the maintenance of the project upon completion. This includes regular pruning, watering, and other necessary actions to maintain the project in its original condition. The Appearance Commission OR Town is responsible to verify that the expenditure of the funds is in accordance with the approved project application.
- h. These funds cannot be used for salaries of town employees. The Town of Smithfield is to assume responsibility for future repairs and maintenance to infrastructure items (item b.) that are installed under this agreement from the Town’s own general operations budget.

Initials _____

5. The Appearance Commission, Town of Smithfield, civic organizations, non-profit organizations and individual town citizens (**first priority**) shall have a **right to request** funding for a specific project by a specified deadline date by application form. (See Exhibit A).

6. In view of the fact that the Appearance Commission has the **plenary authority** to disperse these funds---**ONLY** the Appearance Commission can approve projects or expenditures from this Fund. **NEITHER** the Town Council, Mayor, Town Manager, nor town department supervisors nor anyone else may approve projects or expenditures. If the Appearance Commission has been dissolved, then **ONLY** the **Mayor** **Town Manager** can approve projects and expenditures. The Town Council may **reject** any projects. All parties **must** request projects through the same application process to the Appearance Commission. The Appearance Commission and Town **MUST** make a "good faith effort" at least annually to notify the town citizens, civic, and non-profit organizations of the availability of these funds including but not limited to:
 - a. The Town **MUST** post on its Internet Web site an **application** form which can be downloaded or printed. (See Exhibit A). Also the "**purpose and use of funds**" and "**type of projects**" items **4a**, **4b** and **locations**. Also a telephone number to secure an application by U.S. mail. (See Exhibit B).

 - b. The Town **MUST** place the **first sentence** in item 4a (**2"x3" block ad**) at least **four (4) times** (**one time**) **annually in April** in the local newspaper [The Herald or its successor] **In addition to the** newspaper, the Town will publish the ad on the Town's **social media sites, the Town website and in the newsletter.** (See Exhibit C) {Legal Notice}.

 - c. The deadline for individuals, civic, and non-profit organizations SHALL preferably be July 1st, but at the latest--the First Appearance Commission meeting of the new fiscal year! **~~The Town and Appearance Commission must submit applications at or after the First Appearance Commission meeting of the new fiscal year.~~** At that time, applications would be considered. If no applications are received, the funds would revert back to the Appearance Commission to be used at their discretion and in accordance with this agreement.

 - d. The cost of the town insert mailings and newspaper ads **WILL BE** a legitimate expense to the J.B. George Fund.

 - e. This agreement **MUST** be posted in its entirety (including exhibits) on the Town Web site. (**Legal Notice**).

7. The Appearance Commission may make funds available to the applicants set forth in paragraph 5 by any of the following methods:
 - a. Direct grants; or
 - b. Reimbursement of expenditures after completion of projects, or
 - c. Matching funds for projects

8. All expenditures must comply with state and town laws, ordinances and regulations. The Appearance Commission or Town is responsible to verify that the expenditure of the funds is in accordance with the approved project application.

9. The Appearance Commission may:
 - a. Set monetary limits;
 - b. Request necessary data, such as site plans, description, cost estimates, photos, and time schedule as part of the application process;
 - c. Specify live plant types;
 - d. Specify shape, size, colors, materials, etc. of non-plant projects
10. ~~A copy of this Agreement, Town Community Appearance Commission Ordinance, and the Appearance Commission By-Laws shall be given to each Appearance Commission member and new members as they join the Commission.~~
11. Within ninety (90) days from the end of the Town's fiscal year, the Appearance Commission/Mayor **SHALL issue** a detailed **annual** summary of the income, projects, the sponsors, expenditures, and beginning & remaining balance including income that reverts back to the principal of the J.B. George Fund for that Fiscal year just ended. This **annual report** (See Exhibit D) shall **may** also contain **mandatory** photos. The annual report of the Appearance Commission, a public document under N.C. General Statute 132-1 shall be given to the Town Manager and Town Council and posted on the Town's Internet Web site. The J.B. George Fund shall also be included in the annual financial statements and audit of the Town of Smithfield. Copies of all reports shall be made available to the public upon request. In the event that the Appearance Commission is unable to furnish an annual report, the Town Manager or his designate shall do so.
12. This Agreement may be amended in part or in total with the agreement of the Appearance Commission, the Town Council and the Donor.
13. This Agreement WILL NOT be printed nor posted on the town web site in any other language than **ENGLISH** by the Town of Smithfield, the Town Appearance Commission or any of its employees or members.
14. The parties to this Agreement hereby acknowledge that the lawful residents of the Town of Smithfield, collectively and individually, are its intended beneficiaries and that the provisions of this Agreement are to be interpreted to that end. Any lawful resident of the Town of Smithfield shall have standing to enforce the Parties' compliance with the provisions of this Agreement.
15. (a) Upon the willingness or inability of the Appearance Commission and/or the Town to administer the Fund in accordance with this Agreement, the Town may assign this Agreement, and the Fund itself, to any legal entity within Johnston County with a demonstrated commitment to preserving and enhancing the beauty of the Town of Smithfield, another municipality in Johnston County and/or Johnston County in a manner consistent with the types of projects authorized in this Agreement.

(b) Upon the failure of the Appearance Commission and/or the Town to administer the Fund in accordance with this Agreement or to assign it in accordance with this

Agreement or to assign it in accordance with subsection (a) of this paragraph, the Donor or his designee(s) shall have the discretion to require the Town to assign this Agreement, and the Fund itself, to any legal entity of the Donor or his designee(s)' choosing within Johnston County with a demonstrated commitment to preserving the enhancing the beauty of the Town of Smithfield, another municipality in Johnston County, and/or Johnston County itself in a manner consistent with this Agreement. The Town shall make such assignment within ninety (90) days of notice from the Donor or his designee(s).

(c) In the event the Town fails to assign this Agreement pursuant to subsection (b) of this paragraph, this Agreement shall be dissolved without further action by the Donor of his designee(s) and the Fund shall automatically revert back to the Donor or his designee(s) in its entirety, provided, however, that any expenditures duly approved pursuant to the terms of this Agreement as of the date one day prior to the Town's receipt of notice under subsection (b) of this paragraph shall be funded in accordance with the provisions of this Agreement. In the event of dissolution of this Agreement under this subsection (c), The Town shall pay the monies in Fund to the Donor or his designee(s) within (30) days of dissolution.

16. The Town of Smithfield shall reimburse the J.B. George Beautification Fund for any misappropriations or expenditures of this Fund not approved in accordance with the provisions of this Agreement.
17. Public or private funds can be used to match or supplement The Appearance Commission's projects.
18. If any part of this Agreement is found to be null and void by the judicial system then the other sections shall remain Legally binding upon the parties.
19. The documents that make up this Agreement consist of the following:
 - (a) The terms and conditions as contain herein;
 - (b) Exhibit A Application Form (pages 7 & 8);
 - (c) Exhibit B Purpose and Uses of the Fund to be posted on the Town Web site (page 9);
 - (d) Exhibit C Public Notice (2"x3" block ad) is to be placed in the local newspaper ~~four~~ one time annually in April. In addition to the newspaper, the Town will publish the ad on the Town's social media sites, the Town website and in the newsletter (page 10.);
 - (e) Exhibit D the Annual Report given to the Town Manager, Mayor, and Town Council and posted in the APPEARANCE COMMISSION archive page on the Town's Web site (page 11).

IN TESTIMONY WHERE OF, said parties of the first part have hereunto set their hands and seals the day and year first above written.



By the First Party

____/____/____

James P. George (Donor)

Picture taken February 15, 1990

And By Parties of the Second Part:

M. Andy Moore, Town Mayor

____/____/____

Michael L. Scott, Town Manager

____/____/____

Peggy Scott, Appearance Commission Chairperson

____/____/____

Attested by:

Shannan Williams, Town Clerk

(SEAL)

Initials _____

Exhibit A
APPLICATION FORM (by U.S. mail and Town Web site)
NOTICE: Deadline for this application is JULY 1st!!!

1. **ALL** projects must be within the public right-of-way, or public property within the contiguous municipal boundaries of the Town of Smithfield.
2. Any party utilizing these funds for projects will **be responsible** for property damages, misfeasance and misappropriation of funds and/or property and shall not hold the Town of Smithfield liable for such actions.
3. If the recipient of the fund is someone other than the Town of Smithfield, that individual or group will be responsible for the **maintenance** of the project upon completion. This includes regular pruning, watering, and other necessary actions to maintain the project in its original condition.

This application must be accompanied by:

1. A sketch plan which illustrates the nature of your request.
2. A cost estimate of the project.
3. A list of planting materials and other materials that will be used in accomplishing the project. Please list live plant types, their size, shape and color.
4. The addresses of all property involved in the proposed project(s). Have the effected property owners been contacted and made aware of the project. Yes No
5. Type of Grant requested: Direct Grant; Reimbursement;
 Matching Funds
6. Do you propose to attach items to Utility Poles? Yes No
7. If yes to item 6, have you gotten written permission from the appropriate Utility?
 Yes No

If yes, please attach a copy of the Joint Use Pole Agreement granting permission to attach to the Utility Pole(s). The contact person for the local utilities are as follows:

Town of Smithfield—Director of Utilities 919-934-2798
Century Link—Local Engineer 919-553-0361
Progress Energy—Local Engineer 919-965-1541

Signature of Applicant/Contact Person

Date

Telephone Number

Email Address

Initials _____

Exhibit A (Continued)

TO BE COMPLETED BY THE TOWN OF SMITHFIELD

Date received by the Town and/or Appearance Commission _____

Request Number _____,

Approved _____; Denied _____; Needs more information _____

Comments:

Chairperson or Secretary
Appearance Commission

Date

Initials _____

Exhibit B

NOTICE: This information must be posted verbatim on the Town Web site.

This information sheet is to be included with an application.

Purpose and uses of the Funds:

The Fund is to be used to support beautification projects undertaken by **individuals (first priority)**, civic clubs, non-profit organizations (including churches), Appearance Commission, and the Town of Smithfield to beautify “**neighborhoods**” and other public places in the Town of Smithfield.

Types of Projects:

a. Planting of trees, shrubs, bushes, flowers, vines, vegetable gardens, flower gardens and grass lawns. Also, this includes seed money for establishing a town NURSERY for an inventory of trees, shrubs, bushes, flowers and grasses. These funds cannot be used for regular pruning, watering, and other necessary maintenance for the nursery but does include mulch and the additional plant material for the nursery. The cost of labor, materials, transportation and other site preparation expenses (including cutting down trees and grinding up their stumps for replacement only of another tree) are permitted. If possible, provide photos of completed projects.

b. Funds may also be expended for **OUTDOOR** hanging baskets and their contents, benches, seating, shrubs, flower planters, sculpture, statues, special lighting, special audio, clocks, rock gardens, water gardens or pools, relief stations (privies), including pet refuse stations, fountains, large concrete planters, ornamental street signs, murals (including reliefs), decorative sidewalks or street treatments, hanging street banners, and U.S. flags (BUT not any U.S. flags on U.S. Hwy 70 and U.S. Hwy 301 Boulevard), “Welcome to Smithfield” town limit entrance signs, information signs, directional signs and commemorative plaques with base in town parks only. ~~Completion photos are mandatory.~~ If possible, provide photos of completed projects.

Location of Projects:

ALL projects must be within the public right-of-way, or public property within the contiguous municipal boundaries of the Town of Smithfield.

Call 919-934-2116 Ext. ~~1114~~ 1168 or 1108 for information and an application by U.S. Mail.

Exhibit C

This Public Notice must be placed in the local newspaper ~~four (4) times~~ one time annually in APRIL— a 2"x3" block ad is required

NOTICE TO SMITHFIELD CITIZENS

~~You may make application for the Josephine B. George Beautification funding for this year. This involves planting trees, shrubs, bushes, flowers, vines, vegetable gardens, etc. Call 934-2116, ext 1114 for information and application. Deadline for filing is July 1st. (Cut and Save this notice)~~

OR

NOTICE

Smithfield Citizens, Civic Clubs and nonprofit organizations may make application for the Josephine B. George Beautification Fund for this year. This involves planting trees, shrubs, bushes, flowers, vegetable gardens, etc. Call 934-2116, ext. ~~1114~~ 1168 or 1108 for more information and an application. Deadline for filing is July 1st
Cut & Save this!

Initials _____

Exhibit D

ANNUAL REPORT

The Annual Report to the Town Manager, Mayor and Town Council MUST contain the following information:

There was advertising in the Herald; applications received; projects & the amount; the beginning Endowment Balance; Interest income for the year; Expenditures; reverts, the ending balance at the close of the fiscal year; photos & posting on the Town Web site.

FORMAT

Mayor and Town Council
Town Manager

Dear Councilmen,

This ANNUAL REPORT is to inform you of action taken by the Appearance Commission regarding the J.B. George Beautification Endowment Fund for the fiscal year July 1, 2____ to June 30, ____.

The Town has advertised in the HERALD ~~four~~ **one** times in April about the availability of beautification funds. YES _____ NO _____

There were no applications by individuals, etc. Neither the Appearance Commission, not the Town of Smithfield submitted any project applications. **(OR)**

There were two applications XYZ Garden Club and the Downtown Club.

The beginning Endowment balance on July 1, 2____ was \$_____.

There were no expenditures/disbursements during the year. **(OR)**

There was expenditures of \$_____ for _____ TREES on 3rd Street, etc.

Unspent Interest Reverted to Fund Principal _____.

The ending Endowment Balance on June 30, 2____ was \$_____.

This Annual Report includes photos will be posted on the APPEARANCE COMMISSION page on the Town's Web site with photos.

If you need any more information please contact me.

Sincerely,

\s\

Appearance Commission Chairperson or Town Staff member & Telephone Number

North Carolina, Johnston County

I, _____, a Notary Public, do hereby certify that Shannan L. Williams personally come before me this day and acknowledged that she is the Town Clerk of the Town of Smithfield, a North Carolina municipal corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by her as its clerk.

Witness my hand and official seal, the _____ day of _____, _____

, Notary Public

My Commission Expires: _____

North Carolina, Johnston County

I, Shannan L. Williams, a Notary Public, certify that James P. George, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, _____.

Shannan L. Williams, Notary Public

My Commission Expires: May 20, 2017

Initials _____



Request for City Council Action

**Consent
Agenda
Item:** Budget
Amendments
Date: 10/4/2016

Subject: To Bring Forward the Amounts Encumbered from the 2015-2016 Budget Year in the General and Electric Fund.

Department: Finance
Presented by: Greg Siler
Presentation:

Issue Statement: Several budgeted line items in the General and Electric Fund for 2015-2016 were delayed for various reasons and need to be brought forward to the current year.

Financial Impact: As indicated by each amendment for a total of \$60,118 in the General Fund and \$47,000 in the Electric Fund

Action Needed: Board Approval on Attachment C

Recommendation: Council Approval

Approved: City Manager City Attorney

Attachments: 1. Year End Approved Purchase Encumbrances for 2015-2016 (Attachment A)
2. Year End Approved Purchase Order Encumbrances for 2015-2016 (Attachment B)
3. Encumbrances Actually Brought Forward (Attachment C)



Staff Report

**Consent
Agenda
Item:** **Budget
Amendments**

On June 20, 2016, Council granted approval to carry over funds from the 2015-2016 budget year for ongoing projects and/or items ordered through purchase orders that had not been completed or delivered (see attachment A and B). In summary, the General Fund was approved to encumber \$73,501; the Water/Sewer Fund was approved for \$54,194; and the Electric Fund was approved for \$48,524. The actual amount needed in each Fund decreased as some purchases were completed. Only \$60,118 of the \$73,501 approved for the General Fund is needed; Zero in the Water/Sewer Fund is needed; and \$47,000 of the \$48,524 approved for the Electric Fund is needed.

EXHIBIT A

ENCUMBRANCES FROM 2015-2016 TO 2016-2017

GENERAL FUND

10-5300-7400	Fire - Capital Outlay (Fire Hoses)	3,233
10-6200-7400	Parks and Rec - Capital Outlay (Family Life Center)	<u>27,000</u>
		<u>\$ 30,233</u>

ELECTRIC FUND

31-7230-3504	Electric - ESA-BAYWA Solar	48,524
		<u>\$ 48,524</u>

APPROVED: _____
M Andy Moore, Mayor

VERIFIED: _____
Shannan Williams, Town Clerk

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

EXHIBIT B

GENERAL FUND

10-4110-5712	NonDept - Walter Schmidlin	S.H.A.R.P. Reimbursement	20153212	\$2,000.00
10-4110-5712	NonDept - Walter Schmidlin	S.H.A.R.P. Reimbursement	20164055	\$2,000.00
10-4110-5717	Non-Departmental - Web Design	Web Design (Final Installment)	20164226	\$3,847.50
10-5100-3500	Police - Uniforms	Bullet Proof Vest	20164646	\$625.00
10-5100-3500	Police - Uniforms	Bullet Proof Vest	20164699	\$643.95
10-5100-7400	Police - Capital Outlay	Center Consoles for (3) vehicles	20164711	\$2,306.34
10-5100-7400	Police - Capital Outlay	Equipment Installation on (3) new vehicles	20164715	\$2,190.00
10-5100-7400	Police - Capital Outlay	(2) Cargo Storage Boxes for K-9 vehicles	20164720	\$733.14
10-5300-3501	Fire - Service Contracts	Chief Dan Leadership	20164520	\$1,387.75
10-5500-7400	Appearance - Capital Outlay	Christmas Decorations	20164718	\$9,868.40
10-5600-3601	Appearance - Miscellaneous	Meadow Brook Street Survey	20164193	\$1,500.00
10-6200-1700	Recreation - Equipment & Repair	Alarm Kits for SRAC	20164689	\$3,755.00
10-6200-3300	Recreation - Supplies/Operations	Clay Mix for Community Park Ballfields	20164726	\$1,602.00
10-6200-3700	Recreation - Community Park	Clay Mix for Community Park Ballfields	20164726	\$990.00
10-6200-7400	Recreation - Capital Outlay	Topsoil for Community Park Grading	20164680	\$2,520.00
10-6200-7400	Recreation - Capital Outlay	Scoreboard for Smith Collins	20164681	\$4,319.40
10-6200-7400	Recreation - Capital Outlay	Window for Civitan Press Box	20164683	\$1,897.70
10-6200-7400	Recreation - Capital Outlay	Clay Mix for Smith Collins & Civitan Ballfields	20164726	\$972.00
10-6220-3300	Aquatic Center - Supplies/Operations	Kiefer Swim Products	20164692	\$110.00
				<u>\$43,268.18</u>

WATER FUND

30-7200-3501	Water Plant - Capital Outlay	Rebuild Raw Water Pump	20164406	\$20,419.69
30-7220-7400	Water/Sewer - Capital Outlay	Bypass on Pump Stations	20164642	\$33,774.50
				<u>\$54,194.19</u>

APPROVED: _____ M. Andy Moore, Mayor

VERIFIED: _____ Shannan Williams, Town Clerk

BUDGET AMENDMENTS
October, 2016
Attachment C

1. Revenue					
10-3990-000 Fund Balance Appropriation		\$ 700,000	\$ 60,118	\$ 760,118	
Expenditure					
10-4110-5712 Non Departmental - S.H.A.R.P.E. Reimbursement		\$ 6,000	\$ 4,000	\$ 10,000	
10-5100-7400 Police-Capital Outlay (2 K9 Cargo Storage Boxes)		154,500	733	155,233	
10-5300-3501 Fire - Service Contracts (Chief Dan Leadership)		1,000	1,016	2,016	
10-5300-7400 Fire - Capital Outlay (Fire Hoses)		21,229	3,233	24,462	
10-5500-7400 Gen Serv.-Capital Outlay (Christmas Decorations)		28,000	9,868	37,868	
10-6200-1700 Pks and Rec - Equipmt & Repair(SRAC Alarm Kits)		39,000	3,755	42,755	
10-6200-3300 Pks and Rec - Supplies (Clay Mix for Ball Park)		80,000	1,602	81,602	
10-6200-3700 Pks and Rec - Com Park (Clay Mix for Ball Pk)		1,000	990	1,990	
10-6200-7400 Pks and Rec - Capital (Topsoil for Community Pk)		91,450	2,520	93,970	
10-6200-7400 Pks and Rec - Capital (Scoreboard for Smith Col)		93,970	4,319	98,289	
10-6200-7400 Pks and Rec - Capital (Clay Mix for Smith Collins)		98,289	972	99,261	
10-6200-7400 Pks and Rec - Capital Outlay (Family Life Center)		99,261	27,000	126,261	
10-6220-3300 Aquatics Center - Supplies (Kiefer Swim Products)		32,500	110	32,610	
		<u>\$ 746,199</u>	<u>\$ 60,118</u>	<u>\$ 806,317</u>	

To bring forward encumbrances from the 2015-2016 General Fund Budget to FY16-17

2. Revenue				
31-3970-0700 Fund Balance Appropriation		\$ -	\$ 47,463	\$ 47,463
Expenditures				
31-7230-3504 Electric - ESA/BAYWA Solar		\$ -	\$ 47,463	\$ 47,463

To bring forward encumbrances from the 2015-2016 Water/Sewer Fund Budget to FY16-17

APPROVED: _____

VERIFIED: _____
 Shannan Williams, Town Clerk



Request for City Council Action

Consent **Advisory**
Agenda **Board**
Item: **Appointments**
Date: 10/4/2016

Subject: Advisory Board Appointments
Department: General Government
Presented by: Shannan Williams
Presentation: Consent Agenda

Issue Statement

Terms for five advisory board members will expire on October 31, 2017. Of these, four board members are requesting to be reappointed to their respective boards.

Financial Impact

N/A

Action Needed

The Town Council is asked to consider and approve the reappointments of Daniels Sanders, Stephen Upton and Eddie Foye to the Planning Board and the reappointment of Jackie Bryant to the Parks and Recreation Advisory Commission

Recommendation

N/A

Approved: City Manager City Attorney

Attachments:

- Daniel Sanders – Planning Board Application
- Stephen Upton – Planning Board Application
- Eddie Foye – Planning Board Application
- Jackie Bryant – Parks and Recreation Advisory Commission Application



Staff Report

Consent Agenda Item
Advisory Board Appointments

Current Board vacancies are as follows:

Appearance Commission – 3 positions

Board of Adjustments

- In-Town Member – 1 position

Historic Properties – 2 positions

Library Board of Trustees – 0 positions

Parks and Recreation Advisory Commission

- 2 In-Town Member
- 2 High School student positions (2 year term)

Planning Board

- ETJ Alternate – 1 position

Board Appointments/Reappointment

1. Daniel Sanders has submitted an application for consideration to be reappointed to a fourth term on the Planning Board
2. Steven Upton has submitted an application for consideration to be reappointed to a fourth term on the Planning Board.
3. Eddie Foye has submitted an application for consideration to be reappointed to a fifth term on the Planning Board.
4. Jackie Bryant has submitted an application for consideration to be appointed to a second term on the Parks and Recreation Advisory Committee.



Town of Smithfield
Board, Commission, or Committee
Application

Name: SANDERS DANIEL L.

Home Address: 215^(Last) Heath^(First) AVE^(MI) Smithfield NC

Business Name & Address: _____

Telephone Numbers: 919-934-5077 (Home) _____ (Business) 919-464-6739 (Mobile)

Please check the Board(s) that you wish to serve on:

9	Appearance Commission	9	Parks/Recreation Advisory Commission
9	Board of Adjustment In Town Resident	<input checked="" type="checkbox"/> 9	Planning Board In-Town Resident
9	Board of Adjustment ETJ Member	9	Planning Board ETJ Resident
9	Historic Properties Commission	9	Other: _____
9	Library Board of Directors		_____

Interests & Skills: PLANNING BOARD IN TOWN RESIDENT

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 4 5 6

Recent Job Experiences: JCATS

Civic or Service Organization Experience: NACCP, PLANNING BOARD
PARK / RECREATION ADVISORY

Town Boards previously served on and year(s) served: PLANNING BOARD

Please list any other Boards/Commissions/Committees on which you currently serve: ---

Why are you interested in serving on this Board/Commission/Committee? To serve
community

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

9 Yes 9 No If yes, please explain disposition: NO

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Smithfield Town Council? 9 Yes 9 No If yes, please explain: _____

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate and if necessary. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Council Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee, it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee. Further, I have received a copy of the Policy adopted 03-04-2008 and understand its contents.

Printed Name: Daniel L Sanders

Signature: Daniel L. Sanders Date: _____

Return completed for to:
Shannan Williams
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.williams@smithfield-nc.com

**Applicants are required to be a resident of the Town of Smithfield for In-Town positions
and within the Town's ETJ for ETJ positions**



Town of Smithfield
Board, Commission, or Committee
Application

Name: Upton Steve (Stephen) Richard
Home Address: (Last) 1203 Vermont (First) St Smithfield (MI) NC 27577
Business Name & Address: 231 Market St - Smithfield NC 27577
Telephone Numbers: (Home) (Business) (Mobile)

Please check the Board(s) that you wish to serve on:

- 9 Appearance Commission
9 Board of Adjustment In Town Resident
9 Board of Adjustment ETJ Member
9 Historic Properties Commission
9 Library Board of Directors
9 Parks/Recreation Advisory Commission
9 Planning Board In-Town Resident
9 Planning Board ETJ Resident
9 Other: presently on Board of Adjustments

Interests & Skills: - Serving Town of Smithfield in my capacity -

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 4 5 6

Recent Job Experiences: 30 yrs - owner Lumber - Building Supply
25 yrs - printing

Civic or Service Organization Experience: 1) Pres. of Smithfield Jaycees
2) Pres. of United Fund - D. City
3) member - Bd of Adjustments - T. of Smithfield

Town Boards previously served on and year(s) served: Planning Board - 2 terms
Board - Adjustments - 1 term (present)
(1970's) - 1 term

Please list any other Boards/Commissions/Committees on which you currently serve: 1) Board of Adjustments - T of Smithfield NC

Why are you interested in serving on this Board/Commission/Committee? I continue serve to
Town of Smithfield. see that responsibilities of this
BOARD ARE MAINTAINED & CARRIED OUT -

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

9 Yes 9 No If yes, please explain disposition: _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Smithfield Town Council? 9 Yes No If yes, please explain: _____

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate and if necessary. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Council Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee, it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee. Further, I have received a copy of the Policy adopted 03-04-2008 and understand its contents.

Printed Name: STEPHEN (STEVE) RICHARD UPTON

Signature:  Date: _____

Return completed for to:
Shannan Williams
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.williams@smithfield-nc.com

**Applicants are required to be a resident of the Town of Smithfield for In-Town positions
and within the Town's ETJ for ETJ positions**



Town of Smithfield
Board, Commission, or Committee
Application

Name: FOY (Last) EDDIE (First)
Home Address: 714 S. FIRST ST SMITHFIELD, NC 27577
Business Name & Address:
Telephone Numbers: (Home) (Mobile) (Email)

Please check the Board(s) that you wish to serve on:

- Appearance Commission
Board of Adjustment In Town Resident
Board of Adjustment ETJ Member
Historic Properties Commission
Library Board of Directors
Parks/Recreation Advisory Commission
Planning Board In-Town Resident (checked)
Planning Board ETJ Resident
Other:

Interests & Skills:

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 4 5 6

Recent Job Experiences:

Civic or Service Organization Experience:

Town Boards previously served on and year(s) served:

Please list any other Boards/Commissions/Committees on which you currently serve:

Why are you interested in serving on this Board/Commission/Committee? I HAVE BEEN A MEMBER FOR OVER 10 YRS. AND WISH TO CONTINUE.

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes No If yes, please explain disposition: _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Smithfield Town Council? Yes No If yes, please explain: _____

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate and if necessary. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Council Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee, it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Town Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Printed Name: EDDIE FOY
Signature: Eddie Foy Date: 9/14/16

Return completed for to:
Shannan Williams
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.williams@smithfield-nc.com

Applicants are required to be a resident of the Town of Smithfield for In-Town positions and within the Town's ETJ for ETJ positions



Town of Smithfield
Board, Commission, or Committee
Application

Name: Bryant (Last) Jackie (First) R (MI)

Home Address: 109 Barbour Rd

Business Name & Address:

Telephone Numbers: (Home) (Mobile) (Email)

Please check the Board(s) that you wish to serve on:

- Appearance Commission
Board of Adjustment In Town Resident
Board of Adjustment ETJ Member
Historic Properties Commission
Library Board of Directors
Parks/Recreation Advisory Commission
Planning Board In-Town Resident
Planning Board ETJ Resident
Other:

Interests & Skills: interest youth, coach sports

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 4 5 6

Recent Job Experiences: Retired Disable

Civic or Service Organization Experience: N/A

Town Boards previously served on and year(s) served: Parks/Rec. Advisory Commission

Please list any other Boards/Commissions/Committees on which you currently serve: N/A

Why are you interested in serving on this Board/Commission/Committee? to be an active participant of our community

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes No If yes, please explain disposition: _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Smithfield Town Council? Yes No If yes, please explain: _____

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate and if necessary. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Council Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee, it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Town Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Printed Name: Jackie R Bryant

Signature: Jackie R. Bryant

Date: 9-8-16

Return completed for to:
Shannan Williams
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.williams@smithfield-nc.com

Applicants are required to be a resident of the Town of Smithfield for In-Town positions and within the Town's ETJ for ETJ positions



Staff Report

Consent **New**
Agenda **Hire**
Item: **Report**

Date of Meeting: **October 04, 2016** **Date Prepared:** **September 26, 2016**

Staff Work By: **Tim Kerigan, HR Director**

Background

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

Action Requested

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

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
IT Specialist	General Government	10-4100-0200	\$23.077/hr (\$48,000.16/yr)
	PU - Electric	31-7230-0200	<i>(1/3 from each)</i>
	PU – Water / Sewer	30-7220-0200	
Mechanic/Operator I	PU – Water Plant	30-7200-0200	\$17.308/hr (\$36,000.64/yr)
Training Chief	Fire Department	10-5300-0200	\$26.041/hr (\$54,165.28/yr)
Operator I	PU- Water Plant	30-7200-0200	(\$15.938/hr (\$33,151.04/yr)
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$9.00/hr
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$18.00/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$15.00/hr
P/T Scorekeeper	P&R – Recreation	10-6200-0210	\$8.00/hr

Business Items



Request for City Council Action

**2017
Town
Council
Meeting
Schedule**
Date: 10/4/2016

Subject: 2017 Town Council Meeting Schedule

Department: General Government

Presented by: Shannan Williams, Town Clerk

Presentation: Business Item

Issue Statement

Each year the Council is asked to review the next year's Town Council meeting schedule and determine if there are any regularly scheduled meetings that conflict with either a holiday or election day. In 2017, the July meeting will be affected by a holiday and the November meeting will be affected by election day.

Financial Impact

N/A

Action Needed

It is requested that the Town Council consider alternate dates for the July 4, 2017 Town Council Meeting due to it being a holiday and an alternate date for the November 7, 2017 due to it being Election Day with Municipal elections being held.

Recommendation

Consider conducting the July 4th meeting on July 11th and the November 7th meeting on November 14th or alternate dates deemed best by the Council.

Approved: City Manager City Attorney

Attachments: 2017 Calendar



Staff Report

**2017
Business Town
Agenda Council
Item: Meeting
Schedule**

Article II Section 2-46 of the Town of Smithfield's Code of Ordinances states that a regular meeting of the Town Council shall be held at the Town Hall on the first Tuesday of each month unless the date conflicts with a Town observed holiday or election day, in which event, the meeting will be schedule for the following Tuesday or as such time as may be prescribed.

In 2017 (see attached calendar), there will be two monthly meetings that will be affected. The Independence Day Holiday will fall on the regularly scheduled meeting date of the first Tuesday in July, July 4, 2017 and Election Day will fall on the regularly scheduled meeting date of the first Tuesday in November, November 7, 2017.

It is requested that Council review the 2017 regular meeting schedule and determine alternate dates for the July and November meetings and any other meeting the Council feels would be beneficial to change.

2017

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

 Denotes Town Council Meetings
 Denotes Town Observed Holidays



Request for City Council Action

Business **Financial**
Agenda **& Billing**
Item: **Software**
Date: **10/04/2016**

Subject: Replacement of Existing Financial and Billing System
Software with Tyler Technologies Incode

Department: Finance

Presented by: Greg Siler

Presentation: Business Items

Issue Statement: The Finance Department desires to bring its accounting software into the 21st century. Currently a DOS (Disk Operating System) base financial and billing system that is 25+ years old is being used. By today's standards DOS is barely an operating system. It doesn't integrate with much of today's technology. Technical support for the software is limited and scheduled to end in 18-24 months.

Financial Impact: Total implementation cost is estimated at \$198,141 (includes 15% or \$17,473 contingency on non-licenses cost) with annual maintenance and hosting cost of \$34,648. Because implementation isn't scheduled to start until midyear, only \$57,500 is needed this fiscal year. The same amount is budgeted under General Fund Capital Projects 46-4200-7400.

Action Needed: Agreement Approval

Recommendation: Authorize Town Manager to approve agreement with Official Tyler Technologies

Approved: City Manager City Attorney

Attachments:

1. Tyler Technologies Agreement
2. Hosting Services Agreement with ElectriCities (EC)
3. Pricing Quote Estimates
4. Pricing Differences between EC Hosted and Tyler Hosted



Staff Report

**Business Financial
Agenda & Billing
Item: Software**

ElectriCities aided in the selection the Integrate Local Government Software, or Incode, from Tyler Technologies ("Tyler") as a preferred software solution available to all ElectriCities' Members. This relationship with Tyler will provide software discounts and affordable hosting to those Members who choose to license Incode. Incode was selected through a rigorous process and emerged as an affordable, best-in-class solution for municipalities.

Tyler's Incode product was identified through a joint ElectriCities and Member selection process in which I, as Smithfield's Finance Director took part. In 2014 several Members expressed interest in selecting new Utility Billing and Financial software systems. The objective of the process was to identify an affordable, best-in-class product that meets the needs of small to mid-sized municipalities. The vetting process included product demonstrations, price quotes, pro forma cost analyses, and vendor reference investigation. At the conclusion of the process, Incode proved to be the superior product that provided the most value for the price point.

Through our partnership with Tyler, Members will receive a 15% discount on licensing and programming costs associated with Incode. In addition, ElectriCities is offering affordable hosting of the system, eliminating the need for costly servers and maintenance of these systems for Members. Finally, utilization of Incode, along with the other preferred technology products, will provide Members the benefits of a broad local user group. Participating Members will be able to share experiences with other Members who use Incode, and they will have the benefit of having direct access to Tyler in recommending product improvements or with customer service.

TYLER SOFTWARE
HOSTING SERVICES AGREEMENT

THIS TYLER SOFTWARE HOSTING SERVICES AGREEMENT (the “**Agreement**”) is made effective the _____ day of _____, _____ (the “Effective Date”), by and between ELECTRICITIES OF NORTH CAROLINA, INC., a joint municipal assistance agency organized and existing under North Carolina law (“**ElectriCities**”), and the Town of Smithfield, a municipal corporation under North Carolina law (the “**Hosted City**”).

RECITALS

A. ElectriCities is authorized by the General Statutes of North Carolina to provide aid and assistance to municipalities in connection with, among other things, the operation of their electric distribution systems; and

B. Pursuant to a Services Agreement, dated as of 23 day of March, 2016, between ElectriCities and Tyler Technologies, Inc., a Delaware corporation (“Tyler”), ElectriCities is authorized to provide implementation-related, hosting and other services related to Tyler’s proprietary software, which consists of, among other items, billing and accounting systems (the “Tyler Software”) to members of ElectriCities that have executed a License and Services Agreement with Tyler (the “License”).

C. The Hosted City has executed a License for Tyler Software and other required third party products and desires that ElectriCities provide hosting services (“**Hosting Services**”) to the Hosted City to assist it in utilizing the Tyler Software in connection with the operation of its electric system.

D. ElectriCities desires to provide the Hosted Services to the Hosted City pursuant to the terms and conditions of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties as follows:

1. Facilities, Equipment and Services. During the term of this Agreement, ElectriCities shall provide and furnish to the Hosted City the Hosting Services described on Exhibit A attached hereto. Additional services may be included under this Agreement only upon the written agreement of the parties, which shall be in the form of by an amendment to this Agreement.

2. Hosted City Support Responsibilities. The Hosted City acknowledges that it must supply or otherwise be responsible for certain matters in order to properly utilize the Hosting Services. The Hosted City agrees to be responsible for those items as set forth in Exhibit A attached hereto and as otherwise specified in this Agreement. The Hosted City also agrees to cooperate with ElectriCities and take such action(s) as shall be reasonably necessary to effectuate the provision by ElectriCities of the Hosting Services.

3. Term. The initial term of this Agreement shall begin upon written notification by ElectriCities to the Hosted City that the hosting environment is available for the Hosting City to use and shall continue for three (3) years thereafter (the “**Initial Term**”). The Initial Term shall be renewed automatically for successive one (1) year renewal periods (each a “**Renewal Term**”) unless one party terminates this Agreement as provided in Section 6 hereof or notifies the other party in writing, no later than ninety (90) days prior to the end of the then current term, that it does not desire to continue to renew this Agreement, in which case this Agreement shall terminate at the end of the then current term.

4. Fees. In consideration of the Hosting Services provided by ElectriCities to the Hosted City, the Hosted City shall pay ElectriCities the one time Setup and License Fees and the Monthly Hosting Service Fees set forth on Exhibit B attached hereto and made a part hereof.

5. Allocation of Costs and Expenses.

a. Notwithstanding the provisions of any other agreements between ElectriCities and the Hosted City or anything herein to the contrary, the Hosted City shall reimburse ElectriCities for all costs and expenses incurred by ElectriCities in providing Hosting Services, subject to the allocations set forth in subsection b. of this Section 5.

b.	Software Licenses (operating systems, Citrix, third party)	100%
	Annual third party license maintenance and vendor support:	100%
	Annual ElectriCities Infrastructure (datacenter, database, system admin, etc.):	Prorated ¹
	based on number of Members receiving Services	
	Annual escalation rates for third party software and ElectriCities infrastructure ²	

c. In addition to the foregoing, and to the extent not paid pursuant to Sections 4 and 5 above, the Hosted City shall reimburse ElectriCities for (i) its pro rata share of all costs and expenses (internal and external) of providing the Hosting Services which are deemed by ElectriCities to be system wide costs and expenses, and (ii) all costs and expenses ElectriCities deemed to be specific to the Hosted City.

d. ElectriCities shall invoice the Hosted City for fees and the reimbursement of costs and expenses monthly, and payment shall be due within fifteen (15) days after the date of the invoice. A copy of each invoice shall be sent to the Hosted City as a separate invoice or may, at the Hosted City's request, be added by North Carolina Municipal Power Agency 1 ("Power Agency") to the Hosted City's monthly power bill rendered by Power Agency pursuant to the Supplemental Power Sales Agreement between the Hosted City and Power Agency.

6. Termination. Notwithstanding anything herein to the contrary, the parties shall have the right to terminate this Agreement as follows:

(i) ElectriCities shall have the right to terminate this Agreement if the Hosted City fails to pay amounts due hereunder within ten (10) days after written notice is given by ElectriCities of such failure;

(ii) Either ElectriCities or the Hosted City shall have the right to terminate this Agreement if the other party is in default hereunder (other than a payment default as set forth in subsection (i), above), and the party in default fails to cure the default within thirty (30) days after written notice thereof is given by the non-defaulting party.

Expiration or other termination of this Agreement shall not affect any liability of the parties accruing prior to such termination. Upon expiration or other termination of this Agreement for any reason, ElectriCities shall, upon the Hosted City's request, use its good faith efforts to cooperate and assist the Hosted City in

¹ Based on the number of Members receiving hosting services.

² As set forth on Exhibit B.

its efforts, if any, to effectuate an orderly and efficient transition so that the Hosting Services, or services similar thereto, can be provided by the Hosted City or by a third party selected by the Hosted City.

7. Information and Data.

(a) The Hosted City hereby reserves, and shall retain, all right, title and interest in and to the information and data that it provides to Electricities relating to its customers, its electric system and its operations provided by the Hosted City (collectively, the “**Hosted City Information**”). Upon expiration or other termination of this Agreement for any reason, Electricities shall return to the Hosted City all of the Hosted City Information, and all other data, information and materials owned or provided by the Hosted City to be used in connection with the Hosted City Tyler Software System. The parties will use their good faith efforts to see that such information and data is returned to the Hosted City or, at the Hosted City’s expense, a third party selected by the Hosted City, in a manner reasonably calculated to permit its continued use of the Hosted City Tyler Software.

(b) Hosted City is solely responsible for ensuring the accuracy, quality, integrity, reliability and appropriateness of the Hosted City Information. Subject to the terms and conditions of the Agreement, Hosted City grants to Electricities a non-exclusive license to access the Hosted City Information for the purpose of performing the Hosting Services. Access to the Hosted City Information shall only be by Electricities employees and/or subcontractors whose job functions requires access. Electricities may not access the Hosted City Information for any purpose other than performing Hosting Services without the express written consent of the Hosted City. If requested by the Hosted City, Electricities will provide a copy of the then current Hosted City Information to the Hosted City, at the Hosted City’s expense, by way of a database export file or equivalent. Access to Hosted City Information by any outside party is prohibited except in accordance with the terms of this Agreement. Upon request by Electricities, the Hosted City may choose to provide or allow access to the Hosted City Information for use by Electricities for rate studies and other reasonable business purposes.

8. Hosted City Information and Privacy Policy of Hosted City. The Hosted City covenants that the:

a. The Hosted City Information is owned exclusively by the Hosted City and the Hosted City has full right and title to provide the Hosted City Information to Electricities;

b. The Hosted City Information is subject to a privacy policy of the Hosted City effective as of the Effective Date pursuant to which the Hosted City has its customers consent to collect, use and store the Hosted City Information and to authorize Electricities to collect, use and store the Hosted City Information in accordance with this Agreement and provide the Hosted City Information to third-party subcontractors of Electricities;

c. The Hosted City is in compliance with and will continue to comply with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in connection with the Hosted City Information collected, used, transferred or disclosed pursuant to this Agreement; and

d. The Hosted City will not provide Electricities with information or data of any kind for which Electricities either has no need or does not have the right to store under the terms of this Agreement.

9. Confidentiality.

a. Duty Owed to the Hosted City - Except for Hosted City Information in the public domain, unless such Hosted City Information enters into the public domain by disclosure or other acts of the Hosted City or through the fault of the Hosted City, ElectriCities agrees, to the fullest extent permitted by law:

- i. to maintain Hosted City Information as confidential;
- ii. not to disclose or release Hosted City Information except as required by law or regulation;
- iii. not to disclose or release Hosted City Information to any third person without the prior written consent of the Hosted City, except for authorized employees or agents of ElectriCities;
- iv. to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to Hosted City Information under the direction or control of, or in any contractual privity with, ElectriCities, not disclose or use, directly or indirectly, for any purpose other than for performing the Hosting Services during or after the term of this Agreement, any Hosted City Information, without first obtaining the written consent of the Hosted City; and
- v. to use Hosted City Information only in performing the Hosting Services.

b. Duty Owed in Relation to Hosted City Information – In addition to any other restrictions on the ElectriCities use of the Hosted City Information, the confidentiality obligations above apply except to the extent that both parties agree that the Hosted City Information may be subject to privacy laws providing for the owners of the Hosted City Information to review such Hosted City Information or to challenge the collection and storage of the Hosted City Information. Hosted City shall indemnify and reimburse ElectriCities in relation to all fees (including all reasonable legal fees) and other disbursements paid by ElectriCities to comply with such requests, whether by an individual or a governmental body, or to challenge such requests at either ElectriCities or Hosted City’s request.

c. Public Records – Notwithstanding the foregoing, both parties acknowledge and agree that the Hosted City Information and this Agreement may be subject to Chapter 132, Public Records, of the General Statutes of North Carolina which requires that certain information of a subdivision of the State of North Carolina be made available to the public upon proper request and that, to the extent that the Hosted City Information and/or this Agreement are subject to Chapter 132, that ElectriCities may comply with the provisions of Chapter 132 notwithstanding anything in this Agreement to the contrary.

10. Warranties and Disclaimers. During the term of this Agreement, ElectriCities shall provide the Services to the Hosted City in an economical, efficient, safe, adequate and reliable fashion in accordance with Usual Utility Practice. EXCEPT AS SET FORTH ABOVE, ELECTRICITIES MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, CONCERNING THE HOSTING SERVICES OR THE RESULTS OF THE OPERATION OF THE HOSTED CITY’S TYLER SOFTWARE OR OTHER OPERATIONS. “Usual Utility Practice” shall mean, at a particular time, any of the practices, methods and acts which, in the objective exercise of reasonable judgment in light of the facts and circumstances (including, but not limited to, the practices, methods, and acts engaged in or approved by a significant portion of the municipal electric industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reliability and safety. Usual Utility Practice is not intended to

be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a number of possible practices, methods or acts.

11. Limitation of Liability.

a. NO PARTY HERETO SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE HOSTING SERVICES. THE TOTAL LIABILITY OF ELECTRICITIES TO THE HOSTED CITY OR ANYONE ELSE RESULTING FROM OR RELATED TO THIS AGREEMENT SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE SUM OF THE AMOUNT PAID BY THE HOSTED CITY TO ELECTRICITIES UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

b. THE HOSTED CITY ACKNOWLEDGES THAT IT SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL HOSTED CITY INFORMATION PROVIDED TO ELECTRICITIES OR ENTERED INTO THE HOSTED CITY'S TYLER SOFTWARE SYSTEM BY ITS EMPLOYEES AND AGENTS, AND ELECTRICITIES SHALL HAVE NO LIABILITY OF ANY KIND TO THE HOSTED CITY AS A RESULT OF REPORTS, OR OTHER ITEMS GENERATED, CREATED, OR PRODUCED IN RELIANCE ON THE ACCURACY OR TIMELINESS OF SUCH HOSTED CITY INFORMATION. THE HOSTED CITY FURTHER ACKNOWLEDGES THAT ELECTRICITIES SHALL HAVE NO LIABILITY OF ANY KIND TO THE HOSTED CITY, ITS EMPLOYEES, OR THIRD PARTIES AS A RESULT OF THE HOSTED CITY'S FAILURE TO PROVIDE NECESSARY, ACCURATE AND TIMELY DATA, THE ABSENCE OF WHICH PREVENTS ELECTRICITIES FROM PROVIDING HOSTING SERVICES.

c. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT TYLER SHALL HAVE NO REPSONSIBILITY FOR, OR LIABILITY TO, EITHER PARTY HERETO FOR THE PERFORMANCE OF THE HOSTING SERVICES BY ELECTRICITIES OR RELATED TO THE CONNECTIVITY OF THE HOSTED CITY TO THE ELECTRICITIES DATA CENTER.

12. Compliance with Laws and Third Party Software Licenses.

a. The parties agree to comply with all federal, state and local laws, rules, regulations, and/or ordinances applicable to the Hosting Services. ElectriCities will obtain all appropriate licenses and permits, if any, necessary to perform the Hosting Services and shall maintain such licenses and permits at all times during the term herein and As otherwise required by law.

b. ElectriCities warrants, represents and certifies to the Hosted City that, as of the Effective Date, it is not included on a list of persons engaged in investment activities in Iran created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Article 6E, Chapter 147 of the General Statutes of North Carolina, as amended, and that it will not utilize the services of any subcontractor that is listed on such list in connection with its duties and obligations under this Agreement.

13. Access, Safety and Regulations. The Hosted City shall permit ElectriCities and Tyler access to its facilities and data reasonably necessary to perform the Hosting Services. At all times as either Party, Tyler or their respective employees or agents are on the premises of the other Party, they shall observe the rules and regulations of such other Party and shall maintain such identification as shall be reasonably requested.

14. Books and Records. ElectriCities shall maintain its books and records to support all work performed pursuant to this Agreement and all items billed to the Hosted City and shall retain all such books and records for a period of three (3) years following the expiration or other termination of this Agreement. The Hosted City, at its sole cost and expense, may review all such books, records and other documentation related to the Hosted City Tyler Software during ElectriCities' normal business hours.

15. Indemnity.

a. To the fullest extent permitted by applicable law, ElectriCities agrees to indemnify, defend, and hold harmless the Hosted City against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof) to which the Hosted City may become subject under any federal or state law or other statutory law or at common law or otherwise, caused by or arising from negligent or intentional acts, errors or omissions of ElectriCities in performing its obligations under this Agreement; provided, however, that ElectriCities shall not be required to indemnify the Hosted City in the event that any such loss, damage, expense, liability or claim is the direct result of (i) negligence on the part of the Hosted City or its council members, employees, agents or attorneys, or (ii) negligence on the part of Tyler. For purposes of the foregoing provision, ElectriCities shall not be deemed to be an agent of the Hosted City if it is operating the Hosted City's electric or other utility system(s) pursuant to an operating agreement. The indemnity provided under this paragraph will extend upon the same terms and conditions to the mayor, council members, employees, agents, and attorneys of the Hosted City ("**Hosted City Indemnified Party**"). Such indemnity also extends, without limitation, to any and all expenses whatsoever reasonably incurred by a Hosted City Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any loss, damage, expense, liability or claim referred to in this paragraph (or action in respect thereof), whether or not resulting in any liability. The indemnity will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is effected with the written consent of the ElectriCities. Neither the mayor, council members, agents, employees nor attorneys of the Hosted City shall be personally liable for the performance of any of the Hosted City's obligations to ElectriCities under this Agreement.

b. To the fullest extent permitted by applicable law, the Hosted City agrees to indemnify, defend and hold harmless ElectriCities against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof) to which ElectriCities may become subject under any federal or state law or other statutory law or at common law or otherwise, caused by or arising from negligent or intentional acts, errors or omissions of the Hosted City in performing its obligations under this Agreement; provided, however, that the Hosted City shall not be required to indemnify ElectriCities in the event that any such loss, damage, expense, liability or claim is the direct result of (i) negligence on the part of ElectriCities, or its officers, commissioners, directors, members, employees, agents or attorneys, or (ii) negligence on the part of Tyler. The indemnity provided under this paragraph will extend upon the same terms and conditions to each officer, commissioner, director, member, employee, agent or attorney of ElectriCities ("**ElectriCities Indemnified Party**"). Such indemnity will also extend, without limitation, to any and all expenses whatsoever reasonably incurred by an ElectriCities Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any loss, damage, expense, liability or claim referred to in this paragraph (or action in respect thereof), whether or not resulting in any liability. This indemnity will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is effected with the written consent of the Hosted City. Neither the officers, commissioners, directors, members, employees, agents nor attorneys of ElectriCities shall be personally liable for the performance of any of ElectriCities' obligations under this Agreement.

c. To the fullest extent permitted by applicable law, each of ElectriCities and the Hosted City agrees to indemnify, defend and hold harmless Tyler against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof) to which Tyler may become subject under any federal or state law or other statutory law or at common law or otherwise, caused by or arising from negligent or intentional acts, errors or omissions of ElectriCities or the Hosted City, as the case may be, in performing their respective obligations under this Agreement; provided, however, that ElectriCities and the Hosted City shall not be required to indemnify Tyler in the event that any such loss, damage, expense, liability or claim is the direct result of (i) negligence on the part of Tyler, or its officers, commissioners, directors, members, employees, agents or attorneys, or (ii) negligence on the part of Tyler. The indemnity provided under this paragraph will extend upon the same terms and conditions to each officer, commissioner, director, member, employee, agent or attorney of Tyler ("**Tyler Indemnified Party**"). Such indemnity will also extend, without limitation, to any and all expenses whatsoever reasonably incurred by a Tyler Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any loss, damage, expense, liability or claim referred to in this paragraph (or action in respect thereof), whether or not resulting in any liability. This indemnity will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is effected with the written consent of the ElectriCities and the Hosted City. Neither the officers, commissioners, directors, members, employees, agents nor attorneys of Tyler shall be personally liable for the performance of any of Tyler's obligations under this Agreement, if any.

16. Relationship of the Parties. Nothing herein contained shall be deemed or construed to create a partnership or joint venture among or between the parties hereto. No party shall have the power or right to bind or act for any other party. ElectriCities shall be providing all Hosting Services hereunder as an independent contractor and ElectriCities shall have the sole control over ElectriCities personnel and the exclusive authority to direct their activity. Each party shall pay all salaries, compensation, and other benefits of its own personnel, if any, and the other parties shall have no responsibility whatsoever for the same. Each party shall keep in full force and effect all required worker's compensation insurance on its personnel, shall be responsible for all social security and unemployment compensation payments and benefits, and shall be responsible for all withholding taxes due and becoming due upon the compensation of said personnel. Each party shall designate a representative with authority to make decisions regarding the Hosting Services.

17. Conflicts of Interest. The parties hereto expressly acknowledge that nothing in this Agreement shall preclude ElectriCities from engaging in any other operations or activities, governmental or proprietary, including, without limitation, providing computer, administrative and other services for other municipalities so long as engaging in such other operations and activities do not preclude ElectriCities from providing the Hosting Services, and that engaging in such other operations or activities shall not constitute a violation of any of the terms or provisions of this Agreement or any duties or obligations, if any, ElectriCities may have to the Hosted City. The Hosted City shall not be entitled to any of the compensation or other rights or benefits generated by ElectriCities from such operations or activities.

18. Exclusivity. This Agreement shall not to be construed as granting ElectriCities sole or exclusive right to provide any type of computer services to the Hosted City, other than the Hosting Services, including, without limitation, customer information and financial system services, and the Hosted City hereby expressly reserves the right to contract with any other party for such services, as it deems necessary and appropriate.

19. Further Assurances. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the purposes and provisions of this Agreement.

20. Force Majeure. Except for the payment of the fees due hereunder, performance hereunder shall be extended for a period of time equal to the delay caused by or resulting from an act of God, war, civil disruption, casualty, telephone or electric service interruptions or malfunctions, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or causes beyond the control of such party so long as the party incurring the delay diligently attempts to renew performance notwithstanding the reasons for the delay.

21. Waiver. The failure of a party to enforce at any time any of the provisions of this Agreement, to require at any time performance by any other party of any of the provisions hereof, or to resort to any remedy or to exercise one or more remedies, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every of such provision.

22. Assignment. No party may assign this Agreement, or any rights or interests hereunder, nor subcontract any of the Hosting Services, without the prior written consent of the other parties, which consent shall not be withheld unreasonably.

23. Notice. Any notice permitted or required by this Agreement to be given to a party shall be in writing and addressed to such party at the following address and transmitted via United States mail, nationally recognized overnight courier service, facsimile or email.

If to ElectriCities:

ElectriCities of North Carolina, Inc.
1427 Meadow Wood Blvd.
Raleigh, NC 27604

Attn: _____

If to the Hosted City:

_____, NC _____

Attn: _____

The parties may designate a different individual or address by notice in writing delivered in accordance herewith. Any notice given hereunder shall be deemed given when delivered by hand or via email, one (1) day after being transmitted by overnight courier or facsimile or three (3) days after being deposited in the United States mail, postage prepaid, certified mail (return receipt requested).

24. Severability. If any provision of this Agreement, or portion thereof, shall be determined to be void or unenforceable by any court of competent jurisdiction, such determination shall not affect any other provision of this Agreement, or portion thereof, all of which other provisions and portions thereof shall remain in full force and effect. If any provision of this Agreement, or portion thereof, is capable of two interpretations, one of which would render the provision, or portion thereof, void and the

other of which would render the provision, or portion thereof, valid, the provision, or portion thereof, shall have the meaning which renders it valid.

25. Survivorship. Where any covenants, indemnities or other provision contained in this Agreement, by their context or otherwise, evidences the intent of the parties that such provision should survive the expiration or other termination of this Agreement, the provision shall survive the expiration or other termination of this Agreement, including, without limitation, the provisions of Sections 9, 11 and 19 hereof.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law.

27. Headings. The section headings provided herein are for convenience only and are not intended to define or limit the contents of the provisions of the paragraphs herein.

28. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and this Agreement may not be modified except by a writing executed by the parties hereto. All recitals, exhibits, and schedules to this Agreement are hereby incorporated in this Agreement by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in each case by authority of their respective governing bodies duly given, all to be effective the day and year first above written.

ELECTRICITIES OF NORTH CAROLINA, INC.

BY: _____

Title: _____

HOSTED CITY

BY: _____

Authorized Representative: _____

BY: _____

Authorized Representative: _____

EXHIBIT A

TYLER SOFTWARE HOSTING SERVICES

1. Hosting Services

Hosting Services means the provision of an environment that will enable the Hosted City to securely access and use the Hosted City Tyler Software System. Hosting Services include the provision of secure access for the Hosted City's users and storage of data entered and maintained by the Hosted City's users through use of the Hosted City Tyler Software System. The servers will be hosted by ElectriCities at its data center (the "Data Center") Hosting Services include system administration, data storage, database management, data archival, operating system, operating system installation, hardware installation, server management, required third party software and technical troubleshooting, backups and offsite disaster recovery. The Data Center is equipped with commercial grade power, air conditioning, fire suppression system and redundant systems as deemed appropriate by ElectriCities.

- a. ElectriCities will install and implement Data Center hardware; provide access for Tyler to provide Tyler Software upgrades, maintenance releases and patches deemed necessary by the Tyler for reliability or by the Hosted City's requirements. Upon receipt of the Hosted City's approval, ElectriCities will provide access to Tyler for any major upgrades and maintenance to the Tyler Software with the Hosted City and Tyler.
- b. Tyler is responsible for capacity planning and data archival. ElectriCities will monitor the Hosted City Tyler Software System for capacity planning issues and notify the Hosted City when significant changes occur from initial implementation design. Should the Hosted City significantly change its business practices or its Hosting Services needs grow beyond the growth expectations planned as of the Effective Date and require additional computing resources, the Hosted City will pay reasonable additional charges for incremental additional computing resources.
- c. Business process review and/or other professional services may be provided upon request by the Hosted City at an agreed upon hourly rate. Requests are to be made to ElectriCities' management for review and approval.

2. Hosted City Environment for Tyler Incode System

ElectriCities will provide the Hosted City with recommendations for its local environment to connect to the Data Center and Hosted City Tyler Software System. The Hosted City is responsible for the quality of the connection. The Hosted City is expected to provide a firewall on its premises to meet ElectriCities specifications and establish a Virtual Private Network (VPN) Internet connection. A redundant connection is recommended. Computer, printer and other peripheral equipment requirements will be specified by Tyler. Computer, printer and other peripheral equipment hardware will be supplied by the Hosted City.

3. Service Levels

- a. Planned maintenance outages are normally scheduled twice each month with advance notification or as necessary. Unplanned outages will be managed with frequent customer

communications and estimated restoration time. Other scheduled outages will be mutually agreed upon by the Hosted City and Electricities and confirmed via e-mail. Backups run after normal business hours Monday – Friday, excluding Electricities holidays, and may slow performance during this time. Special processing needs of the Hosted City must be coordinated with Electricities Data Center.

- b. Electricities’ Data Center staff is available 8 AM to 5 PM EST/EDT Monday – Friday, excluding Electricities holidays. The Electricities IT Help Desk can be contacted for software access problems that occur outside the foregoing hours.
- c. Priority Management: Support requests are assigned a priority level depending on the impact on the Hosted City’s business. Electricities will use reasonable efforts to achieve timely resolution of problems in cooperation with Tyler. The following chart reflects the incident tracking priority levels of Tyler. Electricities’ role is highlighted in **bold**. The time frames reflect dependencies on Tyler.

Priority Level	Characteristics of Support Incident	DESCRIPTION
1 Critical	Support incident that causes (a) complete application failure or application unavailability ; (b) application failure or application unavailability in one or more of the Hosted City’s remote location ; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of notice of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day thereafter. Tyler’s responsibility for lost or corrupted data is limited to assisting the Hosted City in restoring its last available database (in cooperation with Electricities). Electricities will respond in one (1) business hour of receipt of notice of the support incident if related to application unavailability.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user; or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of notice of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days thereafter. Tyler’s responsibility for loss or corrupted data is limited to assisting the Hosted City in restoring its last available database (in cooperation with Electricities).
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of notice of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure during the next scheduled maintenance outage or service pack. Tyler’s responsibility for lost or corrupted data is limited to assisting the Hosted City in restoring its last available database (in cooperation with Electricities). For operational issues e.g.,

Priority Level	Characteristics of Support Incident	DESCRIPTION
	user or for which there is an existing circumvention procedure.	backups not working, ElectriCities will use its best effort to resolve the issue in 48 hours.
4 Non Critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of notice of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release of Tyler Software. For routine issues, such as new equipment setup, ElectriCities will use its efforts to respond within 5 business days thereafter.

4. Hosted City Responsibilities

- a. The Hosted City is responsible for utilization of the Hosted City Tyler Software to support its utility operations.
- b. Application setups, including user security administration, rates, accounts and system controls.
- c. Testing and quality assurance for application setups, modifications, patches, upgrades and interfaces to third party systems.
- d. Hosted City infrastructure to support the Hosted City Tyler Software, including redundant VPN tunnels, firewalls, routers, switches, PCs and printers. Hosted City to notify ElectriCities of changes to hardware supporting Tyler Software.
- e. Managing the costs and resources associated with data outputs, and ensuring the data security for sensitive output.
- f. Supporting the Hosted City staff in using the Hosted City Tyler Software and assessing the local technical infrastructure used to access the Hosted City Tyler Software. ElectriCities will provide the technical support for the Hosted City Tyler Software hosted infrastructure. Although access is provided through a secure VPN, the Hosted City is responsible for user authentication and maintaining the security of its local environment.
- g. Reporting application issues to Tyler.

5. Change Management

- a. ElectriCities and the Hosted City agree to follow a mutually agreed upon change process to schedule and implement any non-routine changes that could potentially impact any of the Hosted City Tyler Software Hosting Services, including, but is not limited to, changes to the Hosted City Tyler Software system or a third party application, new application modules or interface requirements, large planned changes in processing volume or changes in the municipal technical environment that could affect application connectivity (e.g. network reconfigurations, movement of network equipment, planned network/power outages, changes in hardware).
- b. Maintenance upgrades and implementation of new versions of the Hosted City Tyler Software will be coordinated on a schedule agreeable to ElectriCities, the Hosted City and Tyler.

- c. If either party causes or requests proposed changes to the Hosting Services and/or the related services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to amend this Agreement in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Hosted City and of Electricities applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to schedule and/or fees to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid for, and timelines governing, the Hosting Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

6. Security

- a. The Hosted City and Electricities agree that they must work together to implement best security practices to protect the privacy and information of the Hosted City customers and employees.
- b. The Hosted City is responsible for implementing data and cyber security measures, including access control measures to reduce unauthorized access to customer information, application level user security setup and maintenance.

7. Business Continuity

- a. In the event any of the Hosted City data has been lost or damaged due to an act or omission of Tyler or its subcontractors, or due to a defect in the Hosted City Tyler Software (a "Disaster"), Electricities will use its best efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the Recovery Point Objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of a Disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which the Hosted City data may be lost, measured in relation to a Disaster declared by Electricities.
- b. In the event Electricities declares a Disaster, the Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time after Electricities declares a Disaster, within which the Hosted City's access to the Tyler Software must be restored.
- c. Electricities will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Electricities will provide the Hosted City with a written or electronic record of the actions taken by Electricities in the event that any unauthorized access to the Hosted City database(s) is detected as a result of Electricities' security protocols. Electricities will undertake a security audit, on terms and timing to be mutually agreed to by the parties, at the Hosted City's written request and at the Hosted City's cost. The Hosted City may not attempt to bypass or subvert security

restrictions in the environments related to the Tyler Incode Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of the Electricities' network and systems (hosted or otherwise) is prohibited without the prior written approval of the Electricities IT Security Officer.

- d. Electricities tests the Disaster recovery plan on an annual basis. Electricities' standard test is not client-specific. Should the Hosted City request a client-specific Disaster recovery test, Electricities will work with the Hosted City to schedule and execute such a test on a mutually agreeable schedule and for an additional fee.
- e. Electricities will be responsible for importing back-up and verifying that the Hosted City can log-in. The Hosted City will be responsible for running reports and testing critical processes to verify the returned data.

EXHIBIT B

ELECTRICITIES TYLER SOFTWARE HOSTING FEES

Hosting Service for Smithfield Tyler Software	
One Time Setup and License Fees	
Description	Cost
Windows Application Server (Production)	\$900
Windows Application Server (Test)	\$900
Print Server	\$900
Asset Management Server	\$900
Total Hosting Setup Costs	\$3,600

MONTHLY HOSTING SERVICE FEES

Hosting Service for Smithfield Tyler Incode	
Costs based on 20 users	
Description	Budget Estimate
The Following Costs are Prorated Based on Number of Users:	
Citrix Licensing	\$222
VMware licensing	\$55
Computing	\$60
Bandwidth	\$50
Backup and Recovery	\$120
Storage (Application & Ancillary Servers)	\$150
Co-Location Disaster Recovery	\$170
Infrastructure Administration Service (Based on average 2 hours/mo.)*	\$200
Total Monthly Hosting Service Cost	\$1,027 / month

*Administration hours over 24 per year will be charged at \$100/hour.

Note: Electricities Monthly Hosting Service cost will escalate at the rate of 5% annually.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Town of Smithfield.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“ElectriCities of NC, Inc.”** means a joint municipal assistance agency organized and existing under Chapter 159B of the General Statutes of North Carolina, with offices at 1427 Meadow Wood Blvd., Raleigh, NC, 27604, and which has entered into a Services Agreement with Tyler dated March 23, 2016.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.



- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Community Forum”** means an online mass collaboration tool that allows participants access to blogs, forums, best practices, a knowledge base, and wiki.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties. Nothing in this provision shall be construed to prevent Electricities of NC, Inc. from providing hosting services or any other services or from receiving documentation normally provided by Tyler for Client if and as authorized by Tyler.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any



required or requested technical assistance from us associated with such transfer.

- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement, attached hereto as Exhibit C.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will finalize that documentation with you prior to execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of



scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you or, as applicable if and as authorized by Tyler, your designated hosting service provider agree to provide us with mutually agreed upon and reasonable remote access to hosted Tyler applications and databases as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You or, as applicable if and as authorized by Tyler, your designated hosting service provider further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.



SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).



2. Invoice Disputes. If you believe any invoice is in error or any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so, provided such notice of intent to suspend delivery of all or a portion of such services is not issued prior to the due date of such payment in accordance with Tyler's Invoicing and Payment Policy.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or do not create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to us paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This Section H(1) provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.



- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products, discounted by 15% and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products, discounted by 15% and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional

purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the

party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:



- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Support Call Process |
| Exhibit D | Web Services – Hosted Application Terms |
| Exhibit E | Statement of Work |

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Smithfield

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

Town of Smithfield
350 East Market Street
Smithfield, NC 27577
Attention: Greg Siler





Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.





Prepared for:
Mr. Greg Siler
Town of Smithfield, NC
 350 E. Market St.
 Smithfield, NC 27577
 (919) 934-2116 Ext. 1106
 greg.siler@smithfield-nc.com

Contract ID: **2016-0158**
 Issue Date: **06/20/16**
 Sales Rep: **Blake Reynolds**

Tyler Related Products and Services

Description	QTY	License Fees	Hours	Services	Investment	Annual
Incode Financial Management Suite						
Core Financials (GL, Budget Prep, Bank Recon, AP, Express, CellSense, Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures (qty 2))		\$14,995	100	\$12,500	\$27,495	\$3,749
Purchasing		\$4,785	28	\$3,500	\$8,285	\$1,196
Fixed Assets		\$1,675	16	\$2,000	\$3,675	\$419
Incode Personnel Management Suite						
Personnel Management		\$8,850	116	\$14,500	\$23,350	\$2,213
Employee Self Service (ESS) (Employee Portal)			24	\$3,000	\$3,000	
ESS Time & Attendance (# of FTE Employees)	#		24	\$3,000	\$3,000	\$3,828
Incode Customer Relationship Management Suite						
Utility CIS System (Electric & Water) (Collections, Tax Lien Process & Import, Utility Payment Import, One Automated Meter-Reading Interface)		\$14,995	184	\$23,000	\$37,995	\$3,749
Third Party Printing Interface		\$3,500	4	\$500	\$4,000	\$875
Cashiering (Support Credit/Debit Cards via ETS, PCI Compliant, Cash Collection Interface, Cashiering Receipt Import)		\$3,000	44	\$5,500	\$8,500	\$750
Content Management Suite						
Tyler Content Manager Standard Edition (TCM SE)		\$5,000	32	\$4,000	\$9,000	\$1,250
Subtotal		\$56,800	572	\$71,500	\$128,300	\$18,028

Conversion Services

Description	Fee	Hours	Services	Investment
Financial Applications	\$2,500	8	\$1,000	\$3,500
Personnel Management/Payroll	\$2,000	8	\$1,000	\$3,000
Utility Billing	\$5,500	16	\$2,000	\$7,500
Subtotal	\$10,000	32	\$4,000	\$14,000

Professional Services

Description	Fee	Hours	Services	Investment
Project Management			\$1,500	\$1,500
Subtotal			\$1,500	\$1,500

Tyler Hosted Applications

Description	Services	Investment	Annual
Online Applications			
Utility Billing Online (# of Accounts 4,000)	\$800	\$800	\$1,920
Notifications			
Incode Notifications for Utility Billing			
Continuing Education			
Tyler U		\$1,750	\$1,750
Subtotal	\$800		\$3,670

Tyler Network Services/Hardware/Third Party

Description	Fee	Hours	Services	Investment	Annual
Hardware					
Cashiering Hardware	\$3,200		\$150	\$3,350	\$626
Subtotal	\$3,200		\$150	\$3,350	\$626

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$56,800	\$14,200
Recurring Solution Fee		\$7,498
Total Tyler Network Services/HW/Third Party	\$3,200	\$626
Total Tyler Services	\$87,950	
Electricities Preferred Client Software Discount 15%	(\$8,520)	
Summary Total	\$139,430	\$22,324
Contract Total	\$161,754	

Estimated Travel Expense:
 Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.





Prepared for:
Mr. Greg Siler
Town of Smithfield, NC

Tyler Conversion Services (NOTE: See Conversion Summary Documentation or SOW for Details on Scope)

Description	QTY	Fee	Hours	Services	Investment
Financial Applications		\$2,500	8	\$1,000	\$3,500
General Ledger		\$1,000		\$0	
- Chart of Accounts - Additional Fee for Historical Views					
Legacy/Historical Views		\$0	4	\$500	
Accounts Payable		\$1,000		\$0	
- Vendor Master Only - Additional Fee for Historical Views					
Legacy/Historical Views		\$500	4	\$500	
Personnel/Payroll Applications		\$2,000	8	\$1,000	\$3,000
Personnel Management/Payroll		\$2,000	4	\$500	
- Employee Master, Deductions/Taxes, Retirement, Current Leave Totals, Current Direct Deposit - Additional Fee for Historical Views					
Legacy/Historical Views		\$0	4	\$500	
Utility Billing		\$5,500	16	\$2,000	\$7,500
Utility - CIS - Additional Fee for Historical Views		\$5,500	12	\$1,500	
- Contacts/Properties/Accounts					
- Service meter info - meter inventory					
- Transaction/Consumption/Read History (2 Years)					
- Metered services (1 metered service)					
- Non-Metered service (up to 2 services)					
Legacy/Historical Views		\$0	4	\$500	
Subtotal					\$14,000





Prepared for:
Mr. Greg Siler
Town of Smithfield, NC

Tyler Notifications

Description

Incode Notification for Utility Billing (\$0.10 per call) Active Accounts 4,000

-Customer Notification by Phone

• Call Late Notices

• Call Late Notices

• General Notifications

- Call Lists automatically generated

- Account updated after call

- Custom message for each call type

- Call Message can be English or Spanish

- Generate reports based on call results

Note: The Utility will be billed at the rate specified above for all calls made.
The Utility will be billed quarterly by Tyler Technologies for calls conducted.





Prepared for:
Mr. Greg Siler
Town of Smithfield, NC

Hardware and System Software

Description	QTY	Price	Annual	Source
Cashiering/Cash Collection				
<i>All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper</i>				
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	2	2,100	406	Tyler - 12 mos warranty
Media Plus Automated Cash Drawer -Black NEW (INCODE)	2	400	80	Tyler - 12 mos warranty
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	2	700	140	Tyler - 12 mos warranty
		One Time Fees	Recurring Fees	
		Hardware & System Software	3,200	626
		Hardware Installation Services	150	
		Hardware & System Software Subtotal	3,350	\$626





Prepared for:
Mr. Greg Siler
Town of Smithfield, NC

Tyler University

Description	Annual
Tyler U	\$1,750
<ul style="list-style-type: none">- E-learning courses available for all employees during the subscription period- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention- Available 24/7- New courses created continually	
<p>Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org</p>	





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the



applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 ABA: 121000248
 Account: 4124302472
 Beneficiary: Tyler Technologies, Inc. – Operating





Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations.



Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.





Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice, as long as such written notice to suspend maintenance and support services is not issued prior to the due date of the Invoice and such due date conforms to Tyler's Invoicing and Payment Policy. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and



3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.





Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Hosted Applications.** We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. **Web Services:** Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. **Utility Billing On-Line:** Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
2. **Term.** We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. **Nature of Website.** We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. **Data Procurement.** You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.



5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit E
Statement of Work



Statement of Work

Software and Implementation Services

Prepared for:

Town of Smithfield, North Carolina
Mr. Greg Siler
350 East Market Street
Smithfield, NC 27577

Prepared by:

Blake Reynolds
5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.
www.tylertech.com

DATE

06/16/2016

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Statement of Work

Town of Smithfield, North Carolina

Statement of Work

Thursday, June 16, 2016

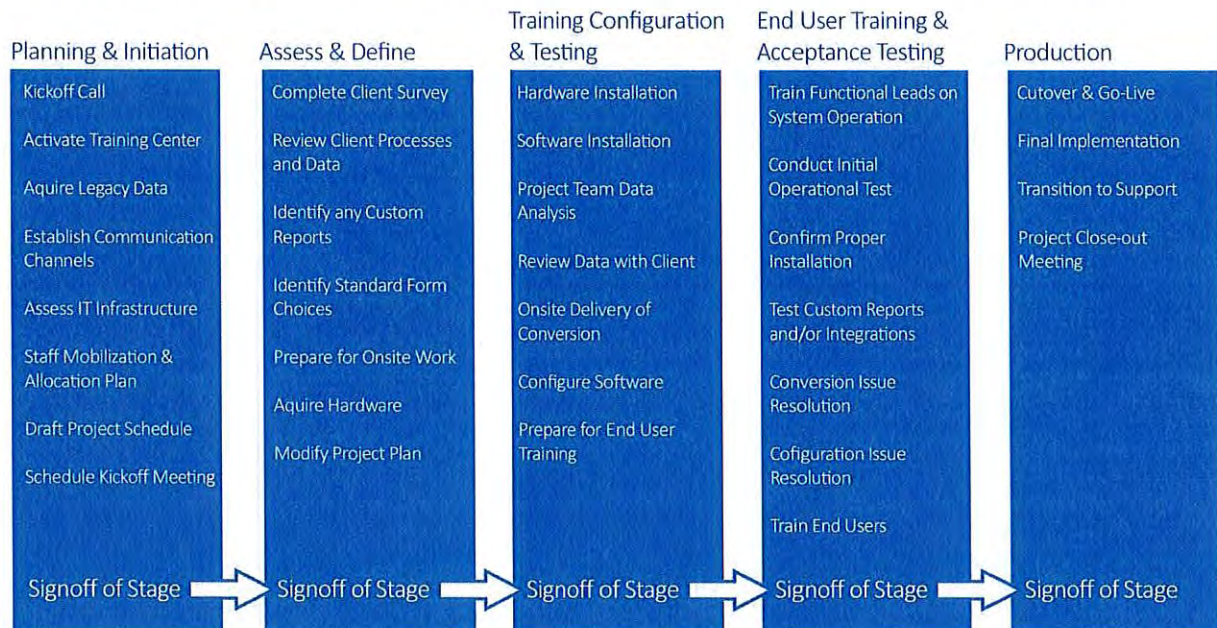
Project Scope & Summary

Capitalized terms not defined in this Statement of Work shall have the meanings ascribed to them in the License and Services Agreement (the "Agreement").

The licensed Tyler Software, including standard interfaces, as well the in-scope services are itemized in the Investment Summary. It is important for the Client to read the portion of the attachment related to each interface purchased to understand its full functionality.

Implementation Stages

Tyler provides a well defined multi-stage roadmap, which can be applied to a single phase projector, or to projects with simple phases. For multi-phase projects, the stages are repeated as necessary.



Each Implementation Stage, as described above, is designed to provide a point at which a full review and assessment of the Stage objectives for completeness. When a Stage is complete, a Work-Acknowledgement Form (see (Sample) Work Acknowledgement Form attached herein) is completed and signed by the Client signifying acceptance of that Stage and the beginning of the next Stage. Each Implementation Stage is dependent on the results of the previous Implementation Stage and, therefore, each Implementation Stage cannot begin until the previous Stage is completed and approved.

Data Conversion

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system.

The Conversion section of this Statement of Work provides detailed information on in-scope data conversion, if any.

Invoicing And Client Signoffs

Tyler invoicing and payment terms are detailed in the Invoicing and Payment Policy. In addition to its payment obligations, Client is also responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

Key Project Assumptions

- Client and Tyler shall review their respective responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler for work to be completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software as of the Effective Date. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available on the Effective Date. After go-live, the Client is responsible for installing newer releases of Tyler software. Release notes are provided by Tyler for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
 - help.tyleru.com
 - tyleru.com
 - tylertech.com
 - tylercommunity.tylertech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler Software in both support/testing and production environments.

- Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

Out Of Scope

The Tyler Software is licensed as COTS (commercial off the shelf) software. Any custom development, such as changes to source code, additional interface development, legacy or other imports are not within the scope of this Statement of Work.

- **Custom Programming** - The Tyler Software will be implemented “off the shelf” without customization, except as purchased and then detailed in the Customizations section of this Statement of Work. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase of the Production Stage.
 - **Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.
 - **Custom interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an Application Programming Interface (“API”), or a web service.
 - **Custom Reports** – Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports.
- **Resource hours that extend scope** – (Additional hours must be approved through a Change Order.)
- **Any undocumented requirements** – Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- **Post System Acknowledgement Configuration** – System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or



create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

Risk / Mitigation Strategy

Unavailability/Incompatibility of Project Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances, such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the project member. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler staff for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little

substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.

Client understands that the foregoing risks are inherent in the performance of the parties' respective duties and obligations under the Agreement and this Statement of Work.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

Knowledge Transfer - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion

of the Production Stage, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.

Dedicated Client Participation – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Statement of Work. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

Acknowledgement Process – Acknowledgment must be based on criteria. The objectives and tasks of each Stage of a project provide the basic criteria by which to judge acceptance of a Stage is by the Client. Within each Stage, additional criteria will be developed by team members on which to judge acceptance of future Stages. For example, user acceptance testing will be based on criteria developed in earlier stages.

As Stages or steps within a Stage are completed, Tyler shall provide the Client with a Work Acknowledgement Form (see the (Sample) Work Acknowledgement Form attached to this SOW) to formalize receipt. Execution of the Work Acknowledgment Form by the appropriate Client representative, and delivery to Tyler shall constitute completion and acceptance of the Stage. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed Stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acknowledgement Form (see the sample attached herein) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

Managing Project Scope - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of this Statement of Work must be submitted in advance and signed by project representatives before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

Future Amendments To Scope

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements will be provided for in an amendment to the initial Agreement.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:



- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

The parties may agree to share project management tasks between the Tyler Project team and the Client Project Manager/Representatives.

Staffing

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill sets and other soft skills of resources deemed compatible to the success of the project.

Project Schedule

Upon execution of the Agreement, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler Software. Tyler source code is not accessible (unless through the requirements of an escrow agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license from this third party report writer. Tyler does not provide training or assistance on the creation of such third party reports and recommends such functions be reserved for the System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-Provided Documentation

Over the course of the 5 Stage implementation lifecycle, the Tyler project team will provide Stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-Provided Documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning Stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW Attachments Listing

Statement of Work

Attachment A. Work Acknowledgement Form

Attachment B. Change Order Form

Attachment C. System Requirements

Attachment D. Conversion

Attachment A. Work Acknowledgement Form

Town of Smithfield, North Carolina

Statement of Work

THURSDAY, JUNE 16, 2016

Attachment B. Change Order Form

Town of Smithfield, North Carolina

Statement of Work

THURSDAY, JUNE 16, 2016

Change Order Form

Client: _____ Date: _____

Generated By: _____

Authorized By: _____

Change Overview:

--

Narrative Description of Change:

--

Impact of Change:

Schedule Impact:

Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Attachment C. System Requirements

Town of Smithfield, North Carolina

Statement of Work

THURSDAY, JUNE 16, 2016

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. The Client is required to complete the automated process and submit results to the assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment, log in to <http://check.tylertech.com>

Enter your email address and the password "Tyler".

Select the product purchased to begin your site assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Attachment D. Conversion

Town of Smithfield, North Carolina

Statement of Work

THURSDAY, JUNE 16, 2016

Financial Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Financial Suite. This is not a complete description; for a complete description, please refer to the Tyler Technologies Financial Data Conversion Specification document available upon request.

Client Responsibilities

- Data must be in Tyler's Standard Data Layouts or formats approved by Tyler
- Provide data definitions
- Provide matching reports
- Provide screen shots
- Review conversion prior to go-live

Data Conversion

Each area of the financial conversion has different options depending on the level of data to be converted. Each option has a different cost associated with it. Certain options cannot be converted unless other options are purchased. Full dependencies are detailed in the Financial Data Conversion Specification document.

General Ledger

Standard Conversion Includes:

- Fund and account lists
- Summarized history for current fiscal year plus two prior fiscal years
- Budgets and budget adjustments for current fiscal year plus two prior fiscal years

Additional Options:

- Additional summarized history and budgets (fee per fiscal year)
- Transaction history stored in Historical Legacy Views
- Transaction history (fee per fiscal year)
-

Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact
- 1099 balances provided by client for current year

Additional Options:

- Vendor notes and additional contacts
- Detailed history stored in Historical Legacy Views

- Detailed vendor invoice history, payable items and distribution (fee per fiscal year)
- Additional vendor sets (fee per set)

Personnel Management (Payroll and Human Resources)

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, standard dates (i.e., hire, birth, leave, termination), standard phones (i.e., work, home, cell), direct deposit, position, retirement, deductions and taxes
- Current year leave balances
- Current year detailed employee pay history such as paycheck, earnings, earning distribution, deductions and taxes OR current year quarterly summarized history

Additional Options:

- Dependent details, additional contacts, notes, additional dates (e.g., anniversaries, seniority), additional phones (e.g., spouse, fax)
- Direct deposit detailed history
- Additional payroll set (fee per set)
- Additional detailed employee pay history stored in Historical Legacy Views
- Additional years of employee pay history (fee per year)
- Human Resources data such as certifications, discipline, education, grievances, reviews, photos, training, and workers compensation (custom quote)

Project Accounting

Standard Conversion Includes:

- Open Projects, project accounts and project notes
- Open project account budgets
- Open project account detail

Inventory

Standard Conversion Includes:

- Inventory items, item locations and item vendors

Applications not converted

- Work Orders
- Bank Reconciliation
- Fixed Assets
- Employee Self Services/Time & Attendance
- Purchase Order

Custom Conversion Services

The following are a few examples of items that are not included in the standard conversion and can be addressed through custom conversion services:

- Combining/splitting of GL account numbers
- Converting records with counts lower than 50 for Personnel Management, 100 for Fixed Assets and 250 for all other modules
- Cross referencing beyond Tyler Technologies' defined standardized codes
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler's Standard Data Layouts your data will need to be provided in one of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files (pipe "|" delimited is preferred)
- Excel spreadsheets – with flat data, not grouped like a report

The screen shots and matching reports need to be provided to Tyler Technologies at the same time as the data. To ensure the reports accurately represent the data, staff should exit the software prior to pulling the data and restrict processing of any transactions until after the reports have been generated. If the reports don't accurately represent the data an additional data pull may be required, which could result in a delay in the schedule.

It is important to understand that the conversion will not "rehabilitate" old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

CRM Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies CRM Suite. This is not a complete description; for a complete description, please refer to the Tyler Technologies CRM Data Conversion Specification document available upon request.

Client Responsibilities

Data in Tyler's Standard Data Layouts or approved formats

Provide data definitions

Provide matching reports

Provide screen shots

Review conversion prior to go-live

Data Conversion

Each area of the CRM conversion has different options depending on the level of data to be converted. Each option has a different cost associated with it. Certain options cannot be converted unless other options are purchased. Full dependencies are detailed in the CRM Data Conversion Specification document.

Accounts Receivable

Standard Conversion Includes:

Accounts Receivable master information, contacts and addresses

Summarized current account balance into one invoice transaction

Comments and notes

Additional Options:

Detailed transaction history

Building Permits

Standard Conversion Includes:

Permit master information, contacts and properties

Comments and notes

Additional Options:

Contractors (converted into memos)

Inspections (converted into memos)

Detailed transaction history

Business Licenses

Standard Conversion Includes:

License master information, contacts and properties

Comments and notes

Current year fee codes with zero balances

Additional Options:

Detailed transaction history

Cemetery

Standard Conversion Includes:

Cemetery/Plot master information, contacts

Comments and notes

Sales Tax

Standard Conversion Includes:

Sales Tax master information, contacts and properties

Comments and notes

One default tax return record for each account

Applications not converted

Standard Conversion Includes:

Special Assessments

Call Centers

Custom Conversion Services

The following are a few examples of items that are not included in the standard conversion and can be addressed through custom conversion services:

Converting records with counts lower than 250 for all modules

Cross referencing beyond Tyler Technologies' defined standardized codes

Running more than 3 standard conversions

Data cleaning; including but not limited to name clean-up and data fixes

Converting from multiple sources of data

Tyler Technologies assisting in data extraction from your existing system

Tyler Technologies defining file layouts if not provided

Changing configuration after sign-off

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler's Standard Data Layouts your data will need to be provided in one of the following formats:

Microsoft SQL Server database

Microsoft Access database

Delimited ASCII text files (pipe "|" delimited is preferred)

Excel spreadsheets – with flat data, not grouped like a report

The screen shots and matching reports need to be provided to Tyler Technologies at the same time as the data. To ensure the reports accurately represent the data, staff should exit the software prior to pulling the data and restrict processing of any transactions until after the reports have been generated. If the reports don't accurately represent the data an additional data pull may be required, which could result in a delay in the schedule.

It is important to understand that the conversion will not "rehabilitate" old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

CRM Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies CRM Suite. This is not a complete description; for a complete description, please refer to the Tyler Technologies CRM Data Conversion Specification document available upon request.

Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports
- Provide screen shots
- Review conversion prior to go-live

Data Conversion

Each area of the CRM conversion has different options depending on the level of data to be converted. Each option has a different cost associated with it. Certain options cannot be converted unless other options are purchased. Full dependencies are detailed in the CRM Data Conversion Specification document.

Accounts Receivable

Standard Conversion Includes:

- Accounts Receivable master information, contacts and addresses
- Summarized current account balance into one invoice transaction
- Comments and notes

Additional Options:

- Detailed transaction history

Building Permits

Standard Conversion Includes:

- Permit master information, contacts and properties
- Comments and notes

Additional Options:

- Contractors (converted into memos)
- Inspections (converted into memos)
- Detailed transaction history

Business Licenses

Standard Conversion Includes:

- License master information, contacts and properties
- Comments and notes
- Current year fee codes with zero balances

Additional Options:

- Detailed transaction history

Cemetery

Standard Conversion Includes:

- Cemetery/Plot master information, contacts
- Comments and notes

Sales Tax

Standard Conversion Includes:

- Sales Tax master information, contacts and properties
- Comments and notes
- One default tax return record for each account

Applications not converted

Standard Conversion Includes:

- Special Assessments
- Call Centers

Custom Conversion Services

The following are a few examples of items that are not included in the standard conversion and can be addressed through custom conversion services:

- Converting records with counts lower than 250 for all modules
- Cross referencing beyond Tyler Technologies' defined standardized codes
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler's Standard Data Layouts your data will need to be provided in one of the following formats:

- Microsoft SQL Server database
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It is important to understand that the conversion will not "rehabilitate" old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

Smithfield Tyler Tech Incode CIS and FINS Pricing Estimate

Item		ElectriCities Hosted
Licenses		
Financial Applications		\$21,455
Personnel/Payroll Applications		\$8,850
Utility Billing Application		\$21,495
Document Mgmt, Printing, Reporting		\$5,000
Discount		-\$8,520
Total		\$48,280
Professional Services		
Financial	Core Financials	\$12,500
	Purchasing	\$3,500
	Fixed Assets	\$2,000
HR	Personnel Mgmt	\$14,500
	Employee Self Service	\$3,000
	Time & Attendance	\$3,000
CIS	Utility CIS	\$23,000
	Third Party Printing Interface	\$500
	Cashiering	\$5,500
Output Director/Content Mgr		\$4,000
Project Mgmt		\$1,500
15% Contingency		\$10,725
Total		\$83,725
Data Conversion		
Financial Applications		\$3,500
Personnel/Payroll Applications		\$3,000
Utility Billing Application		\$7,500
15% Contingency		\$2,100
Total		\$16,100
Other Costs		
Vendor Travel		\$27,638
Consultant Costs		\$10,000
Environment Costs (PCs, Printers)		\$3,350
Online Bill Pay Portal		\$800
ElectriCities Server Setup Cost		\$3,600
15% Contingency		\$4,648
Total		\$50,036
Annual Costs		
Tyler Tech Costs		\$18,028
Utility Billing Online		\$1,920
Tyler U		\$1,750
Cash Collection Hardware		\$626
EC Hosting, Support, Failover/DR		\$12,324
Total		\$34,648

Implementation Cost	\$198,141
15% Contingency	Included Above
Total Implementation Cost	\$198,141
Total Annual Costs	\$34,648
10 Year Cost of Ownership	\$633,940

***Note - pricing above is a budgetary estimate.**

Smithfield Tyler Tech Incode CIS and FINS Pricing Estimate		
Item	ElectriCities Hosted	Tyler Hosted
Licenses		
Financial Applications	\$21,455	\$0
Personnel/Payroll Applications	\$8,850	\$0
Utility Billing Application	\$21,495	\$0
Document Mgmt, Printing, Reporting	\$5,000	\$0
Discount	-\$8,520	\$0
Total	\$48,280	\$0
Professional Services		
Core Financials	\$12,500	\$12,500
Purchasing	\$3,500	\$3,500
Fixed Assets	\$2,000	\$2,000
Financial Consulting Services	\$0	\$0
Personnel Mgmt	\$14,500	\$14,500
Employee Self Service	\$3,000	\$3,000
Time & Attendance	\$3,000	\$3,000
Personnel Mgmt Consulting Services	\$0	\$0
Utility CIS	\$23,000	\$23,000
Third Party Printing Interface	\$500	\$500
Cashiering	\$5,500	\$5,500
Output Director/Content Mgr	\$4,000	\$4,000
Project Mgmt	\$1,500	\$1,500
15% Contingency	\$10,725	\$10,725
Total	\$83,725	\$83,725
Data Conversion		
Financial Applications	\$3,500	\$3,500
Personnel/Payroll Applications	\$3,000	\$3,000
Utility Billing Application	\$7,500	\$7,500
15% Contingency	\$2,100	\$2,100
Total	\$16,100	\$16,100
Other Costs		
Vendor Travel	\$27,638	\$27,638
Consultant Costs	\$10,000	\$10,000
Environment Costs (PCs, Printers)	\$3,350	\$3,350
Online Bill Pay Portal Setup	\$800	\$800
ElectriCities Server Setup Cost	\$3,600	
15% Contingency	\$4,648	\$4,648
Total	\$50,036	\$46,436
Annual Costs		
Tyler Tech Costs	\$18,028	\$29,300
User Fees (10 users)	\$0	\$11,520
Customer Portal Hosting	\$1,920	\$1,920
Tyler U	\$1,750	\$1,750
Cash Collection Hardware	\$626	\$626
EC Hosting, Support, Failover/DR	\$12,324	-

	Total	\$34,648	\$45,116
	Implementation Cost	\$198,141	\$146,261
Total Implementation Cost		\$198,141	\$146,261
Total Annual Costs		\$34,648	\$45,116
10 Year Cost of Ownership		\$633,940	\$713,725



Request for City Council Action

**Business
Agenda
Item:** Outlet
Center
Drive
Drainage
Date: 10/4/2016

Subject: Outlet Center Drive Ditch Drainage Improvement
Department: Planning and Zoning
Presented by: Bill Dreitzler and Mike Scott
Presentation: See attached

Issue Statement

As part of the Smithfield Crossings project and the construction of properties on businesses along South Equity Drive, a drainage problem developed that has negatively impacted businesses in this area. A remedy has been engineered and informal bids were solicited to complete this project. Repairs may require a temporary lane closure during this time however a total road closure is not anticipated. It is recommended the Town contract with JP Edwards, Inc. to complete this construction.

Financial Impact

\$29,940.00 from the Smithfield Crossings Budget. This approved budget included up to an \$860,000 General Fund Balance transfer. The \$29,940 expenditure for this project will be paid from this previous allocation.

Action Needed

Approve entering into a contract with JP Edwards for \$29,940 for drainage improvements along Outlet Center Drive, between North and South Equity.

Recommendation

Approve entering into a contract with JP Edwards for \$29,940 for drainage improvements along Outlet Center Drive, between North and South Equity.

Approved: City Manager City Attorney

Attachments:

JP Edwards Proposal
Pacos Proposal
Staff Report



Staff Report

**Business
Agenda
Item:** **Outlet
Center
Drive
Drainage**

The proposed drainage improvements for the area directly in front of the Texas Steakhouse include the installation of a 3-foot wide concrete valley gutter within the existing ditch line of Outlet Center Drive. The proposed valley gutter will run the length of the frontage with Texas Steakhouse. In addition, the valley gutter will run on the north side of Outlet Center Drive from South Equity to North Equity. The scope also includes a small section of valley gutter along both South Equity and North Equity. I am in concurrence with staff that the proposed valley gutter section will improve the drainage issues in front of Texas Steakhouse. I have received quotes from two contractors, JP Edwards, Inc. and Pacos Construction Company, Inc. These quotes are attached for reference. A third contractor, Hinton Construction was contacted but did not submit a quote. Please consider:

JP Edwards, Inc.:	\$29,940.00
Pacos Construction:	\$29,078.00

Review of the Pacos Construction Co., Inc. quote includes two conditions that could potentially increase the cost. First, any required undercut and stone placement is an additional cost at \$55/CY. Given that the project area is along an existing ditch bottom, it is likely some additional undercut will be required. Secondly, the quote is based on 840 LF of valley gutter. My field measurement yields a project length of 870 LF. The additional 30 LF increases the Pacos Quote to \$29,992.50, and this does not include the potential for additional undercut cost. Based on my evaluation of the cost proposals, I am recommending award of the project to JP Edwards, Inc. in the amount of \$29,940.00. The JP Edwards proposal does not include conditions making it the likely low cost alternative. In addition, the ditch line includes multiple existing utilities that must be worked around, and JP Edwards knowledge of the site and the existing conditions will be valuable. If you have any questions, please contact me at your convenience.

Bill D

PACOS CONSTRUCTION CO., INC.

GENERAL CONTRACTOR

P.O. BOX 576 • HOLLY SPRINGS, NORTH CAROLINA 27540
P.O. BOX 213 • 852 MAIN ST. • DUNKIRK, NEW YORK 14048

TEL (919) 577-0538 FAX (919) 577-0548
TEL (716) 366-4171 FAX (716) 366-4173

May 24, 2016

Mr. William Dreitzler, PE
DM2 Engineering, PLLC
211 East Quailwood Drive
Fuquay Varina, NC 27526

Re: Proposal for Concrete Drainage Gutter
Outlet Center Drive, Smithfield, NC

Mr. Dreitzler,

We propose to furnish all labor and material to install approximately 840 lineal feet of 3' wide X 4" thick of 3000 PSI concrete gutter in existing ditch line. Area to be excavated to proper depth and a 6" of 57 stone to be placed beneath concrete gutter, grade and seed disturbed area. Access to area of work will be through existing business parking areas. Traffic control will be provided as necessary to facilitate installation of gutter where not accessible through parking areas.

Quote is based on 840 LF and shall be measured in place and adjusted accordingly.

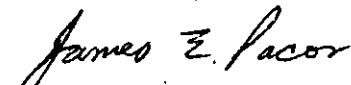
Mobilization	1 LS	\$ 2,000.00
840 LF of Concrete Gutter @ \$30.45/LF =		25,578.00
Traffic Control	1 LS	<u>1,500.00</u>
TOTAL		\$29,078.00

Additional Item if Required
Undercut and stone placement @ \$55.00/ CY

No permits, fees or testing are included in this proposal.

Thank You for the opportunity to quote this project.

Submitted by,


James E. Pacos
President

J.P. EDWARDS, INC.
GRADING & UTILITY CONTRACTOR
PO BOX 2307 SMITHFIELD, NC 27577
919 934 0518

5/11/16

To: Town of Smithfield

Subject: Pour Valley Gutter on Industrial Drive

The Following is the Scope of Work to be Performed

Item 1: Front of Texas Steak House

- A. Excavate for 6" of #57 Stone & 4" of Concrete
- B. Furnish & Place #57 Stone
- C. Furnish & Pour 3' Valley Gutter

Total \$11,350.00

Item 2: Front of Starbucks to Next Intersection (562 lf)

- A. Excavate for 6" #57 Stone & 4" Concrete
- B. Furnish & Place #57 Stone
- C. Furnish & Pour 3' Valley Gutter

Total \$18,590.00



Request for City Council Action

**Business
Agenda
Item:** Greenway
River
Bank
Repair
Date: 10/4/2016

Subject: Greenway River Bank Repair
Department: Planning and Zoning
Presented by: Bill Dreitzler and Mike Scott
Presentation: See attached

Issue Statement

The Neuse River Bank was previously eroded due to storm water and flooding. This erosion has extended up onto the Greenway path, forcing the Town to reinforce and back-fill the river bank to maintain use of its Greenway path. Estimated cost of repairs is \$50,000.

Financial Impact

Estimated \$50,000 to be allocated from General Fund Contingency to complete repairs.

Action Needed

Approve contractor to complete repairs.

Recommendation

Approve entering into a contract with contractor to complete Greenway Repairs.

Approved: City Manager City Attorney

Attachments:

Staff Report



Staff Report

**Business
Agenda
Item:** **Greenway
River
Bank
Repair**

After several phone discussions with Todd St. John, P.E., Kimley Horn, some minor revisions were made to the engineering design for the Neuse River Bank Temporary Emergency Stabilization project. Sealed, revised plans were received within the next few days. The revisions were generally related to the project "notes" and centered on value engineering to reduce cost. A key area of cost savings was to provide slope stability assessment based on actual field conditions as repair is underway. It was anticipated this approach will save the Town the cost of hiring a geotechnical consultant.

Informal proposals were solicited from six contractors to make these repairs. At the time of this report, only one proposal has been received. It is anticipated an additional proposal will be received prior to October 4, 2016. An updated action form and copies of received proposals will be provided prior to the October 4, 2016 Council Meeting.



Request for City Council Action

Business Agenda Item: Acceptance of NCDEQ CWSRF AIA Water Grant
Date: 10/4/16

Subject: Acceptance of NCDEQ CWSRF AIA Water Grant

Department: Public Utilities

Presented by: Ted Credle

Presentation: Yes

Issue Statement

The Council is asked to approve a resolution, accepting the North Carolina Division of Environmental Quality (NCDEQ) Clean Water State Revolving Fund (CWSRF) Asset Inventory and Assessment (AIA) grant; approve the appropriation of \$165,000 from the Water/Sewer Fund fund balance to create a budgetary line item "AIA Water" for the duration of this project; approve the transfer of \$15,000 from the "Digitized Mapping" Capital project to the Water/Sewer Fund fund balance; and authorize the Town Manager to execute any related contracts, not to exceed the project budget of \$165,000.

Financial Impact

The creation of the new project will have a temporary impact of encumbering additional funds from the Water/Sewer Fund fund balance; however, the funds will be reimbursed through the AIA grant. Once the "AIA Water" project is complete, the funds will be returned to the Water/Sewer Fund.

Overall, there will be no net impact to the Water/Sewer Fund funds, or the budget.

Action Needed

Approve the resolution to accept the AIA grant, approve the appropriation of funds, approve the transfer of funds, and authorize the Town Manager to execute the related contracts, not to exceed the project budget of \$165,000.

Recommendation

Staff recommends Council to approve the resolution, approve the monetary transfers, and authorize the Town manager, as stated, above.

Approved: City Manager City Attorney

Attachments:

- Passed Council Resolution form April 2016
- Copy of intent to award (AIA grant) from NCDEQ
- Scoping Letter, presented to NCDEQ, concerning scope & schedule of project
- Grant Offer from the NCDEQ



Staff Report

**Business
Agenda
Item:**

As part of the approved Capital Improvement Plan for the Town of Smithfield, a project titled "Digitized Mapping" was approved as part of the Water/Sewer Fund budget for the current fiscal year. The intent of this project was to physically locate the Town's Utility Infrastructure and incorporate the infrastructure into the Town's official Map. This accurate location will enhance the Town service by reducing service response time. Another by-product of this project is to assist in the NCDEQ and federal "scoring" processes for future grants and low-interest loans.

To assist in this endeavor, the Town applied for the North Carolina Division of Environmental Quality (NCDEQ) Clean Water State Revolving Fund (CWSRF) Asset Inventory and Assessment (AIA) grant last April. In June, we received word that the Town of Smithfield was selected and our application was approved. This approval means the Town will receive funds of \$150,000 to carry out Asset Inventory and Assessment for the water infrastructure in the Town.

Per the original application, the NCDEQ asked for a scoping document to outline both the intent of the project and the general schedule. This was provided to the NCDEQ and is attached, herein.

Part of the approved selection, the Town must pass a resolution by the governing body, accepting the grant offer. This acceptance implies the Town will use the funds for the purposes outlined in the scoping document.

Additionally, to make it easier to track funds spent on this "AIA Water" project, staff is requesting the creation of a budgetary line item. Transferring \$165,000 into a separate line item, so the use of project related funds can be tracked easily. This will also provide a line item that will make reimbursement deposits from eh NCDEQ easier to track, should this project be audited. Funds for the creation of this "AIA Water" project item will come from both the Water/Sewer Fund fund balance and a transfer from the capital project "Digitized Mapping". Once the project is finished the line item balance will be transferred back into the Water/Sewer Fund, resulting in no net fiduciary loss.

Lastly, to execute this project, staff is asking the Council to authorize the Town Manager to execute any contracts with selected contractors, to perform the work intended by the project scope, not to exceed the project limit of \$165,000.

The transfer of funds from the sources to create the new "AIA Water" project:

<i>Project</i>	Current Budget	Inc./Dec.	Revised Budget
AIA Water Project	\$0	\$165,000	\$165,000
Digitized Mapping (30-7220-7400)	\$50,000	(\$15,000)	\$35,000
Water/Sewer Fund		(\$150,000)	

**RESOLUTION BY GOVERNING BODY OF APPLICANT
WATER ASSET INVENTORY AND ASSESSMENT**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of Asset Inventory and Assessment projects for water and sewer systems, and

WHEREAS, The Town of Smithfield has need for and intends to develop an asset management plan for its water system described as the *Town of Smithfield Water Asset Management Plan*, and

WHEREAS, The Town of Smithfield intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL FOR THE TOWN OF SMITHFIELD:

That Town of Smithfield, the **Applicant**, will arrange financing for all remaining costs of the project, including matching funds, if approved for a State grant award.

That M. Andy Moore, Mayor, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the development of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 3rd day of May, 2016 at the Town Hall Council Chambers in Smithfield, North Carolina.



(Signature of Chief Executive Officer)

M. Andy Moore, Mayor
(Name and Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk of the Town Council does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the 3rd day of May, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of May, 2016.


(Signature of Recording Officer)



Shannan Williams, Town Clerk

(Name and Title of Recording Officer)



PAT MCCRORY

Governor

DONALD R. VAN DER VAART

Secretary

KIM H. COLSON

Director

August 1, 2016

Honorable M. Andy Moore, Mayor
Town of Smithfield
350 E. Market Street
Smithfield, NC 27577

SUBJECT: Asset Inventory and Assessment Grant
Letter of Intent to Fund
Water Asset Inventory and Assessment
April 2016 Application Cycle
Project No. H-AIA-D-16-0018

Dear Mayor Moore:


The Division of Water Infrastructure has reviewed your application to the Asset Inventory and Assessment grant program, and the State Water Infrastructure Authority has approved your project as eligible to receive a grant. The total grant amount will be \$150,000 with a required match of 10%. A grant fee of 1.5% will be invoiced with the grant offer.

The first milestone is the submittal of a preliminary project scope and schedule by August 31, 2016. Once we receive this information, we will contact you to arrange a meeting to define the eligible project scope, determine the milestones for project deliverables and establish an estimated schedule for grant disbursements.

Please note that work conducted prior to the scoping meeting may later be determined to be ineligible, so please contact us if you desire to proceed before the meeting. Some items included in the application may not be eligible for funding.

We look forward to working with you on this project. If you have questions, please contact Amy Simes, PE, Senior Program Manager at 919-707-9192.

Sincerely,


Kim H. Colson, P.E.

CC: Mr. Carl Scharfe, PE, The Wooten Company, Raleigh
Amy Simes, PE
Mark Hubbard, PE
AIA File



**THE
WOOTEN
COMPANY**

ENGINEERING

PLANNING

ARCHITECTURE

August 24, 2016

Amy Simes, PE
Senior Project Manager
NC DEQ/Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC, 27699-1611

RE: Town of Smithfield AIA Water Grant Preliminary Project Scope

Dear Ms. Simes:

On behalf of the Town of Smithfield, The Wooten Company is submitting this Preliminary Project Scope letter. This letter outlines the scope and schedule for the grant project as required in DWI's Letter of Intent to Fund (August 1, 2016). The elements of the scope are based on the grant application submitted on April 29, 2016. The primary elements of the grant scope are GIS Field Mapping, Water System Modeling, Equipment Purchase (chlorine analyzers), and Capital Improvements Plan Update. The items are described below and a preliminary schedule and budget for each element is also provided. The Town will contribute a 10% funding match (\$15,000). There is also a 1.5% administration fee paid to DWI (\$2,250). Thus the total project budget available for work to be performed is \$162,750 (\$165,000 - \$2,250).

GIS Mapping (valves and verification of hydrants)

As described in the grant application, the Town is moving from a paper/CADD based system of sewer mapping to a GIS based system. The Town has laid the foundation for this system by hiring the necessary staff and obtaining the necessary GIS software/hardware to move into the new inventory and assessment platform.

A primary need for the Town is to GIS survey the location of water distribution system valves and create a GIS water system map. Currently the spatial location of all the valves and ability to operate valves in the system are not completely known. It is important for operating staff to know the location of all valves in case of main breaks, etc. Survey of the valves will also identify situations where valves may need to be added (and this can be included in the Town's CIP). The Town Fire Department has GIS surveyed the hydrants.

The Town would use a portion of the grant money to GIS survey the valves in the existing water system (mainline and hydrant valves). A

120 North Boylan Avenue
Raleigh NC 27603-1423

919.828.0531
fax 919.834.3589



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120 North Boylan Avenue
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fax 919.834.3589

portion of the grant money would also be used to spot check the existing hydrant locations to make sure the valves and existing hydrants are on the same datum and comparable accuracy. As the new GIS system forms the future asset management system, surveying all the valves (~ 1,118 valves) on the same datum is critical. The GIS data collected would be input by Town GIS staff (at no cost to the grant project). The survey would collect locational data for each valve and elevation data for each valve lid and top of valve.

At the time of survey, any obvious visual signs of damage to the valves would be noted. This information would be added to the GIS database by Town staff.

Water System Modeling

The Town utilizes chloramines to provide residual in the water distribution system. The Town has experienced times of low residual and accompanying elevated total trihalomethanes (TTHMs) in the distribution system (usually in summer). In some cases the TTHMs values have been high enough that Johnston County will not purchase water from the Town.

A portion of the grant money would be used to model the water system to determine water lines and other assets that need to be added to the existing system to address water age, low chlorine residuals and TTHMs in the system. The Town has an existing water model that is approximately 10 years old. This model would be updated to include new infrastructure from the last 10 years and then modeling runs performed to model water age and assess water line additions (loops) that can help the water age situation. The Town is currently planning to add a water line along Booker Dairy Road as a portion of a NCDOT project in the northeast portion of the Town. This new line would be included in the modeling.

Johnston County has also indicated it would like to purchase more water from the Town of Smithfield to meet future needs. Modeling would include evaluating future water line/tank infrastructure needs to supply more water to Johnston County. The Town will provide additional modeling funds (beyond that provided in the accompanying grant table) from this year's annual budget. The modeling will identify current and future infrastructure needs in the distribution system that costs for these needs can be added to the CIP to help plan for future asset needs.

Equipment Purchase (On-line Chlorine Analyzers)

In conjunction with the modeling effort above, a portion of the grant money will be used to purchase three (3) on-line chlorine residual analyzers to track in real time the residuals near the existing elevated



THE
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water tanks. These tanks are spread out in the distribution system and thus are a good barometer for different areas of Town. The analyzers will allow for a more detailed understanding of the time at which residuals are dropping as compared to system operating parameter. The units would be purchased and installed by the Town.

Capital Improvements Plan Update and WTP needs for future expansion

The existing 2014 Water Asset Management Plan identified needs at the existing water treatment plant (WTP) in 2014. The grant GIS survey and modeling work would be used to update the existing asset management plan to reflect the most up to date needs. As indicated in the AIA Sewer Grant preliminary scope letter, sewer infrastructure asset evaluation would be added to the existing Water Asset Management Plan.

Johnston County would like to purchase additional water from the Town of Smithfield. The existing water treatment plant (WTP) was designed to be expandable to include an additional parallel treatment train (~ 2.1 mgd additional capacity). In order to identify the additional assets needed at the WTP, a portion of the grant money would be used to determine the additional process units needed (such as intake upgrade, raw water pumps, 4th treatment train, ground storage tank, etc) at the water plant for an expansion that can be planned for/added in the CIP. The modeling above would also identify distribution system infrastructure needed to accommodate the expanded WTP.

The attached sheet presents the preliminary scope and schedule for the Town of Smithfield Water AIA grant. We anticipate that all grant funds will be expended within a 2-year period (or sooner).

We are prepared to meet with DWI staff as outlined in the letter of intent. Please just notify the Town/Wooten of possible meeting dates and we can schedule a meeting. Thank you and we look forward to working with you on this important AIA grant project.

Sincerely,
THE WOOTEN COMPANY

Carl Scharfe, P.E.
Project Manager

120 North Boylan Avenue
Raleigh NC 27603-1423

919.828.0531
fax 919.834.3589

Cc: Ted Credle, Public Utilities Director, Town of Smithfield

**AIA Water Grant Scope and Schedule (as of August 17, 2016)
Town of Smithfield**

Grant Item	Estimated Expenditure	Preliminary Schedule
GIS Field Mapping (water valves)	\$100,000	Start: Oct/Nov 2016 Finish: April 2017
Water Modeling*	\$20,000	Spring 2017
Equipment Purchase (chlorine residual analyzers)	\$15,000	Purchase: Oct/Nov 2016
CIP Update	\$27,750	Summer to Fall 2017
Grant Fee to DWI	\$2,250	As required by DWI
Total	\$165,000	

* The Town of Smithfield will contribute additional funds to the modeling task (i.e. beyond that's provided from the grant).



Request for City Council Action

Business Agenda Item: Acceptance of NCDEQ CWSRF AIA Sewer Grant
Date: 10/4/16

Subject: Acceptance of NCDEQ CWSRF AIA Sewer Grant

Department: Public Utilities

Presented by: Ted Credle

Presentation: Yes

Issue Statement

The Council is asked to approve a resolution, accepting the North Carolina Division of Environmental Quality (NCDEQ) Clean Water State Revolving Fund (CWSRF) Asset Inventory and Assessment (AIA) grant; approve the appropriation of \$165,000 from the Water/Sewer Fund fund balance to create a budgetary line item "AIA Sewer" for the duration of this project; approve the transfer of \$15,000 from the "Digitized Mapping" Capital project to the Water/Sewer Fund fund balance; and authorize the Town Manager to execute any related contracts, not to exceed the project budget of \$165,000.

Financial Impact

The creation of the new project will have a temporary impact of encumbering additional funds from the Water/Sewer Fund fund balance; however, the funds will be reimbursed through the AIA grant. Once the "AIA Sewer" project is complete, the funds will be returned to the Water/Sewer Fund.

Overall, there will be no net impact to the Water/Sewer Fund funds, or the budget.

Action Needed

Approve the resolution to accept the AIA grant, approve the appropriation of funds, approve the transfer of funds, and authorize the Town Manager to execute the related contracts, not to exceed the project budget of \$165,000.

Recommendation

Staff recommends Council to approve the resolution, approve the monetary transfers, and authorize the Town manager, as stated, above.

Approved: City Manager City Attorney

Attachments:

- Passed Council Resolution form April 2016
- Copy of intent to award (AIA grant) from NCDEQ
- Scoping Letter, presented to NCDEQ, concerning scope & schedule of project
- Grant Offer from the NCDEQ



Staff Report

**Business
Agenda
Item:**

As part of the approved Capital Improvement Plan for the Town of Smithfield, a project titled "Digitized Mapping" was approved as part of the Water/Sewer Fund budget for the current fiscal year. The intent of this project was to physically locate the Town's Utility Infrastructure and incorporate the infrastructure into the Town's official Map. This accurate location will enhance the Town service by reducing service response time. Another by-product of this project is to assist in the NCDEQ and federal "scoring" processes for future grants and low-interest loans.

To assist in this endeavor, the Town applied for the North Carolina Division of Environmental Quality (NCDEQ) Clean Water State Revolving Fund (CWSRF) Asset Inventory and Assessment (AIA) grant last April. In June, we received word that the Town of Smithfield was selected and our application was approved. This approval means the Town will receive funds of \$150,000 to carry out Asset Inventory and Assessment for the sewer infrastructure in the Town.

Per the original application, the NCDEQ asked for a scoping document to outline both the intent of the project and the general schedule. This was provided to the NCDEQ and is attached, herein.

Part of the approved selection, the Town must pass a resolution by the governing body, accepting the grant offer. This acceptance implies the Town will use the funds for the purposes outlined in the scoping document.

Additionally, to make it easier to track funds spent on this "AIA Sewer" project, staff is requesting the creation of a budgetary line item. Transferring \$165,000 into a separate line item, so the use of project related funds can be tracked easily. This will also provide a line item that will make reimbursement deposits from eh NCDEQ easier to track, should this project be audited. Funds for the creation of this "AIA Sewer" project item will come from both the Water/Sewer Fund fund balance and a transfer from the capital project "Digitized Mapping". Once the project is finished the line item balance will be transferred back into the Water/Sewer Fund, resulting in no net fiduciary loss.

Lastly, to execute this project, staff is asking the Council to authorize the Town Manager to execute any contracts with selected contractors, to perform the work intended by the project scope, not to exceed the project limit of \$165,000.

The transfer of funds from the sources to create the new "AIA Water" project:

<i>Project</i>	Current Budget	Inc./Dec.	Revised Budget
AIA Water Project	\$0	\$165,000	\$165,000
Digitized Mapping (30-7220-7400)	\$35,000*	(\$15,000)	\$20,000
Water/Sewer Fund		(\$150,000)	

* assumed revised balance, after transfer to create "AIA Water" project

**RESOLUTION BY GOVERNING BODY OF APPLICANT
SEWER ASSET INVENTORY AND ASSESSMENT**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of Asset Inventory and Assessment projects for water and sewer systems, and

WHEREAS, The Town of Smithfield has need for and intends to develop an asset management plan for its water system described as the *Town of Smithfield Sewer Asset Management Plan*, and

WHEREAS, The Town of Smithfield intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL FOR THE TOWN OF SMITHFIELD:

That Town of Smithfield, the **Applicant**, will arrange financing for all remaining costs of the project, including matching funds, if approved for a State grant award.

That M. Andy Moore, Mayor, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the development of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 3rd day of May, 2016 at the Town Hall Council Chambers in Smithfield, North Carolina.



(Signature of Chief Executive Officer)

M. Andy Moore, Mayor
(Name and Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk of the Town Council does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the 3rd day of May, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of May, 2016.


(Signature of Recording Officer)



Shannan Williams, Town Clerk
(Name and Title of Recording Officer)



PAT MCCRORY
Governor

DONALD R. VAN DER VAART
Secretary

KIM H. COLSON
Director

August 1, 2016

Honorable M. Andy Moore, Mayor
Town of Smithfield
350 E. Market Street
Smithfield, NC 27577

SUBJECT: Asset Inventory and Assessment Grant
Letter of Intent to Fund
Wastewater Asset Inventory and
Assessment
April 2016 Application Cycle
Project No. E-AIA-W-16-0024

Dear Mayor Moore:

The Division of Water Infrastructure has reviewed your application to the Asset Inventory and Assessment grant program, and the State Water Infrastructure Authority has approved your project as eligible to receive a grant. The total grant amount will be \$150,000 with a required match of 10%. A grant fee of 1.5% will be invoiced with the grant offer.

The first milestone is the submittal of a preliminary project scope and schedule by August 31, 2016. Once we receive this information, we will contact you to arrange a meeting to define the eligible project scope, determine the milestones for project deliverables and establish an estimated schedule for grant disbursements.

Please note that work conducted prior to the scoping meeting may later be determined to be ineligible, so please contact us if you desire to proceed before the meeting. Some items included in the application may not be eligible for funding.

We look forward to working with you on this project. If you have questions, please contact Amy Simes, PE, Senior Program Manager at 919-707-9192.

Sincerely,

Kim H. Colson, P.E.

CC: Mr. Carl Scharfe, PE, The Wooten Company, Raleigh
Amy Simes, PE
Mark Hubbard, PE, AIA File



State of North Carolina | Environmental Quality | Water Infrastructure
1633 Mail Service Center, Raleigh, North Carolina 27699 | Location 512 N. Salisbury Street, Raleigh, North Carolina 27604
919 707 9160 T



THE
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August 24, 2016

Amy Simes, PE
Senior Project Manager
NC DEQ/Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC, 27699-1611

RE: Town of Smithfield AIA Sewer Grant Preliminary Project Scope

Dear Ms. Simes:

On behalf of the Town of Smithfield, The Wooten Company is submitting this Preliminary Project Scope letter. This letter outlines the scope and schedule for the grant project as required in DWI's Letter of Intent to Fund (August 1, 2016). The elements of the scope are based on the grant application submitted on April 29, 2016. The primary elements of the grant scope are Field Condition Assessment, Equipment Purchase (sewer flow meter), and Capital Improvements Plan Update. The items are described below and a preliminary schedule and budget for each element is also provided. The Town will contribute a 10% funding match (\$15,000). There is also a 1.5% administration fee paid to DWI (\$2,250). Thus the total project budget available for work to be performed is \$162,750 (\$165,000 - \$2,250).

Field Condition Assessment (Inventory and Condition Assessment)

As described in the grant application, the Town is moving from a paper/CADD based system of sewer mapping to a GIS based system. The Town has laid the foundation for this system by hiring the necessary staff and obtaining the necessary GIS software/hardware to move into the new inventory and assessment platform.

A primary need for the Town is to survey and assess the existing manholes in the collection system. As the new GIS system forms the future asset management, surveying all the manholes (~ 1,702 manholes) on the same datum is critical. Grant money would be used to perform this task. The GIS data collected would be input by the Town's GIS staff (at no cost to the grant project). The survey would collect the rim elevation all the inverts in each manhole.

At the time of survey, the manholes would also be inspected according National Association of Sewer Service Companies (NASSCO) standardized criteria. This criteria (cover, frame, chimney, cone, wall,

120 North Boylan Avenue
Raleigh NC 27603-1423

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bench, channel, pipe connections) would be used to code the manhole condition per the NASSCO standard code system. This in turn would guide the prioritization of future manhole work needs in the CIP. Town staff would enter the manhole data into the GIS database (not part of this grant budget).

Depending on the cost of performing the manhole survey and assessment rating, smoke testing and CCTV work may be performed in areas identified as high I/I lines. Sewer flow data as noted below, will be helpful in identifying these areas in addition to the manhole assessment.

It is important to note the Town has already started a Find and Fix project for sewer repairs in the Town. As part of that work, select sewer lines in the older section of Town or by suspected high I/I have been televised and rated via NASSCO codes. This effort will continue in tandem with the grant project and Town staff will enter appropriate data into the new GIS database (not part of this grant budget).

Equipment Purchase (Insertable Flow Meter)

Under this item, the Town will purchase flow meter(s) that can be inserted in manholes and used to develop sewer baseline flow data at the connection points to the Johnston County main trunk sewer or to other areas suspected to have high I/I flows. It is anticipated that flow data in a particular spot would be collected during low rainfall months (fall) to get a baseline flow and also during high rainfall months (spring) to compare to the baseflow. This effort would be a methodical and long term in nature. The Town would make purchase of this portable meter equipment a priority in the schedule.

Capital Improvements Plan for Sewer System

In this item, the data from the manhole assessments and Find and Fix work performed up to date would be summarized in a written table format to guide CIP expenditures. The existing 2014 Water Asset Management Plan would be supplemented with collection sewer information (available sewer map, manholes and line data) to develop a Water and Sewer Asset Management Plan with similar content on the sewer system. This work would be performed in concert with updating the plan with water valve information collected under the AIA water system grant.

The attached sheet presents the preliminary scope and schedule for the Town of Smithfield Sewer AIA grant. We anticipate that all grant funds will be expended within a 2-year period (or sooner).

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We are prepared to meet with DWI staff as outlined in the letter of intent. Please just notify the Town/Wooten of possible meeting dates and we can schedule a meeting. Thank you and we look forward to working with you on this important AIA grant project.

Sincerely,
THE WOOTEN COMPANY

Carl Scharfe, P.E.
Project Manager

Cc: Ted Credle, Public Utilities Director, Town of Smithfield

120 North Boylan Avenue
Raleigh NC 27603-1423

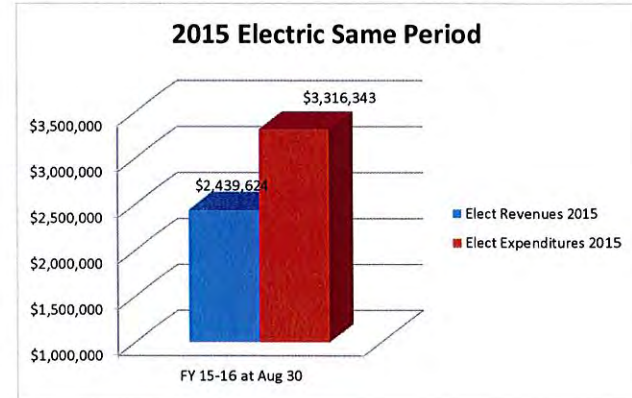
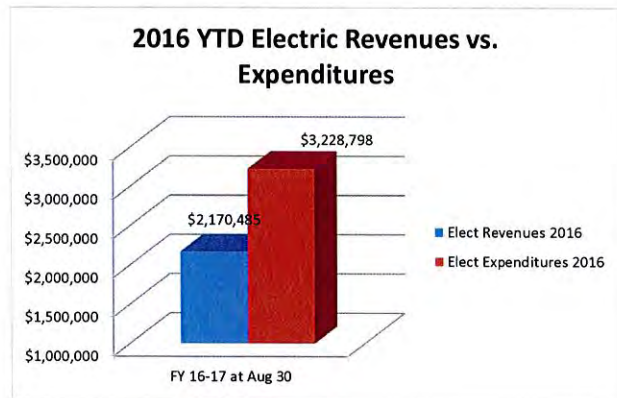
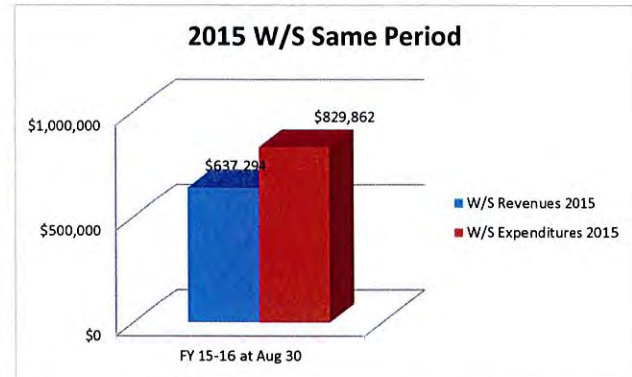
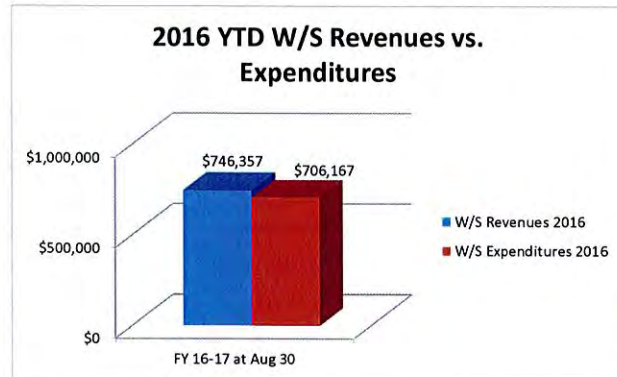
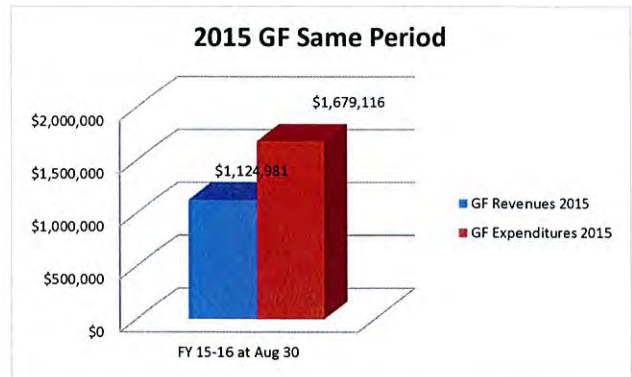
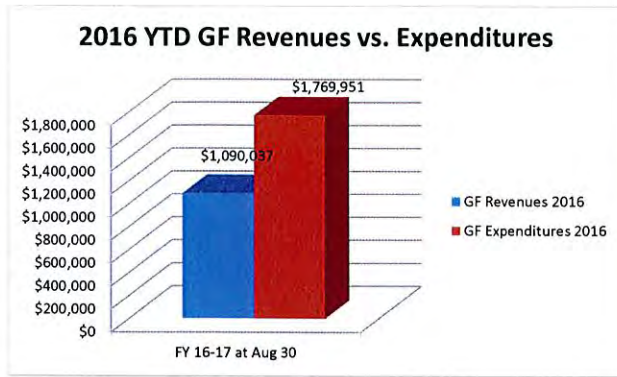
919.828.0531
fax 919.834.3589

AIA Sewer Grant Scope and Schedule (as of August 22, 2016)
Town of Smithfield

Grant Item	Estimated Expenditure	Preliminary Schedule
Field Condition Assessment	\$120,000	Start: Oct/Nov 2016 Finish: April 2017
Equipment Purchase (Sewer Flow Meters)	\$15,000	Purchase: Oct/Nov 2016
CIP Update	\$27,750	Summer to Fall 2017
Grant Fee to DWI	\$2,250	As required by DWI
Total	\$165,000	

Financial Report

Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
August 30, 2016
Gauge: 2/12 or 8.33 Percent

16.67%

GENERAL FUND

	Frequency	Actual	Budget	Actual to Date	YTD %
		FY '15-16	FY '16-17	FY '16-17	Collected
Revenues					
Current & Prior Year Property Taxes	Monthly	\$ -	\$ 5,528,779	\$ 541,037	9.79%
Motor Vehicle Taxes	Monthly	-	470,000	85,839	18.26%
Utility Franchise Taxes	Quarterly	-	1,000,000	-	0.00%
Local Option Sales Taxes	Monthly	-	2,064,700	-	0.00%
Aquatic and Other Recreation	Monthly	-	753,300	148,766	19.75%
Sanitation	Monthly	-	1,306,500	136,715	10.46%
All Other Revenues		-	1,307,825	-	0.00%
Loan Proceeds		-	104,000	177,680	170.85%
Transfers (Electric and Fire Dist.)		-	261,614	-	0.00%
Fund Balance Appropriated		-	726,225	-	0.00%
Total		\$ -	\$ 13,522,943	\$ 1,090,037	8.06%
Expenditures					
		Actual	Budget	Actual to Date	YTD %
		FY '15-16	FY '16-17	FY '16-17	Spent
General Gov.-Governing Body		\$ -	\$ 389,407	\$ 74,753	19.20%
Non Departmental		-	898,709	235,945	26.25%
Debt Service		-	1,283,352	166,389	12.97%
Finance		-	159,792	12,824	8.03%
Planning		-	367,698	49,789	13.54%
Police		-	3,608,035	487,065	13.50%
Fire		-	1,494,473	168,412	11.27%
EMS		-	-	-	#DIV/0!
General Services/Public Works		-	474,072	59,196	12.49%
Streets		-	1,251,604	65,983	5.27%
Motor Pool/Garage		-	91,880	11,806	12.85%
Powell Bill		-	348,225	6,264	1.80%
Sanitation		-	1,237,219	139,823	11.30%
Parks and Rec		-	817,422	127,647	15.62%
SRAC		-	927,503	164,055	17.69%
Contingency		-	173,552	-	0.00%
Appropriations/Contributions		-	-	-	0.00%
Total		\$ -	\$ 13,522,943	\$ 1,769,951	13.09%

YTD Fund Balance Increase (Decrease)

- -

16.67%

WATER AND SEWER FUND

Revenues	Actual	Budget	Actual to Date	YTD %
	FY '15-16	FY '16-17	FY '16-17	Collected
Water Charges	\$ -	\$ 2,890,000	\$ 276,052	9.55%
Water Sales (Wholesale)	-	715,210	97,277	13.60%
Sewer Charges	-	3,270,000	364,458	11.15%
Tap Fees	-	16,000	5,955	37.22%
All Other Revenues	-	16,000	2,615	16.34%
Loan Proceeds	-	-	-	#DIV/0!
Fund Balance Appropriated	-	-	-	#DIV/0!
Total	\$ -	\$ 6,907,210	\$ 746,357	10.81%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '15-16	FY '16-17	FY '16-17	Spent
Water Plant (Less Transfers)	\$ -	\$ 1,631,097	\$ 192,410	11.80%
Water Distribution/Sewer Coll (Less Transfers)	-	4,075,521	430,700	10.57%
Transfer to General Fund	-	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	600,000	-	0.00%
Debt Service	-	495,361	83,057	16.77%
Contingency	-	105,231	-	0.00%
Total	\$ -	\$ 6,907,210	\$ 706,167	10.22%

ELECTRIC FUND

Revenues	Actual	Budget	Actual to Date	YTD %
	FY '15-16	FY '16-17	FY '16-17	Collected
Electric Sales	\$ -	\$ 16,894,747	\$ 2,081,697	12.32%
Penalties	-	400,000	81,440	20.36%
All Other Revenues	-	43,000	7,348	17.09%
Loan Proceeds	-	-	-	
Fund Balance Appropriated	-	-	-	
Total	\$ -	\$ 17,337,747	\$ 2,170,485	12.52%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '15-16	FY '16-17	FY '16-17	Spent
Administration/Operations	\$ -	\$ 2,058,059	\$ 348,741	16.95%
Purchased Power	-	13,600,000	2,529,417	18.60%
Debt Service	-	359,972	350,491	97.37%
Capital Outlay	-	255,000	149	
Contingency	-	303,502	-	
Transfers to Electric Capital Proj Fund	-	400,000	-	
Transfer to Water Capital Improvement Fund	-	275,000	-	

Transfers to General Fund	-	86,214	-	0.00%
Total	\$ -	\$ 17,337,747	\$ 3,228,798	18.62%

CASH AND INVESTMENTS

General Fund (Includes P. Bill)	7,400,139			
Water and Sewer Fund	3,936,598			Interest Rate
Electric Fund*	7,270,032			
Capital Project Fund: Wtr/Sewer (45)	407,995	1st CITIZENS	13,408,864	0.20%
Capital Project Fund: General (46)	525,529	NCCMT	2,246,871	0.500%
Capital Project Fund: Electric (47)	1,019,844	STIFEL	-	Market
Firemen Relief Fund (50)	(10,670)	KS BANK	3,743,501	.2, .65, &.7
Fire District Fund (51)	6,775	FOUR OAKS	1,290,135	0.60%
JB George Endowment (40)	133,129	PNC BANK	-	0.00%
Total	<u>\$20,689,371</u>		<u>\$ 20,689,371</u>	

*Plug

Account Balances Confirmed By Finance Director on 9/16/2016

Department Reports

Michael L Scott, Town Manager
Tim Kerigan, Human Resources/PIO
Greg Siler, Finance Director
Shannan L. Williams, Town Clerk
Veronica Hardaway, Admin Asst



350 East Market Street
Smithfield, NC 27577
Telephone: 919.934.2116
Fax: 919.989.8937

MEMO

Date: September 27, 2016

To: Michael Scott

From: Tim Kerigan

RE: Economic Development Update

Personnel Update:

The General Government Department has hired for the position of IT Specialist – to begin on Monday, October 03, 2016.

Miscellaneous:

Staff has met with consultant Rocky Lane for two separate days over the past month. In addition, staff has met individually (and at times with Rocky) with several local business leaders representing various segments of our town. While all individuals had their unique perspectives, all feel that we are steering in the right direction. All also noted that there should be an understanding that this would not be an overnight process in turning around the Economic Development climate in a more positive manner. This initiative is in accordance with our 2014 Strategic Plan.

I will continue to update you in-person on developments as they occur, as some are sensitive in nature and may be protected by confidentiality.

####



FINANCE DEPARTMENTAL REPORT FOR AUGUST, 2016

SUMMARY OF ACTIVITIES:

Daily Collections/Property Taxes/Other.....	\$3,517,030
Franchise Tax.....	0
Sales & Use Tax.....	192,729
Powel Bill.....	<u>0</u>
Total Revenue	\$3,709,759

Expenditures: General, Water, Electric and Firemen’s Fund..... \$3,370,973

FINANCE:

- Compiled and submitted monthly retirement report on 8/31/2016
- Issued 67 purchase orders
- Processed 694 vendor invoices for payment and issued 331 accounts payable checks
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll taxes on 8/12/16 and 8/26/16
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Sent 0 second notices for past due privilege licenses
- Collected \$70 on past due privilege license fees. **NOTE:** Total collected now at \$9,948.50. The past due collections are the result of mailing some 284 past due notices to local businesses. Approximately 40 second notices were sent.
- Sent 0 past due notices for grass cutting
- Collected \$1,520 in grass cutting invoices. Total collected calendar year to date is \$3,237
- Processed 12 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$33,277 (EMS = \$6,997; SRAC = \$9,110; Utility= \$16,743; and Other = \$427).
- Invoiced two (2) grave openings for a total of \$1,400

FINANCE DIRECTOR

- Prepared and submitted reimbursement request of \$5,000 from Electricities for partial cost of the electric rate refresh study
- Received \$30,250 from DSDC on arrears on 8/4/2016. Posted monies to current year and prepared journal entry to accrue to prior year.
- Completed annual Governmental Entity Claim for Sales Tax Refund on 7/10/2016. Refund of \$135,953 due to Town
- Attended Town Council regular meeting on August 2, 2016.
- Met with auditors on 8/16/2016 for final audit visit
- Attended Department Head Staff meeting on 8/23/2016
- Prepared reversal year-end accrual entries for posting to new year
- Invoiced Smithfield Housing Authority and JCC for monthly resource officer charges



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

	August	Calendar Year to date
Town Council		
Rezoning	0	1
Conditional Use	1	7
Ordinance Amendment	0	0
Major Subdivisions	0	0
Annexations	0	0
Special Events	2	15
Planning Board		
Rezoning	0	1
Condition Use	1	5
Ordinance Amendment	0	0
Subdivisions	0	0
Annexations	0	0
Board of Adjustment		
Variance	1	3
Admin Appeal	0	0
Historic Properties Commission		
Certificate of Appropriateness	0	0
Historic Landmarks	0	0



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Permit Issued for August 2016

		Permit Fees	Permits Issued
Site Plan	Major Site Plan	100.00	1
Site Plan	Minor Site Plan	250.00	4
Zoning	Land Use	750.00	8
Zoning	Sign	300.00	6
Total:		1,400.00	19
Fiscal YTD Total:		3400	47

Z16-000112	Zoning	Sign	Spa Nails	907 South BRIGHTLEAF Boulevard
Z16-000113	Zoning	Land Use	Garner Lighthouse	332 North BRIGHTLEAF Boulevard
Z16-000114	Zoning	Sign	SoDoSoPa Inc. Spirited Cuisine	146 South THIRD Street
Z14-000083	Zoning	Sign	Anna's Banna Nut Bread	938 North BRIGHTLEAF Boulevard
Z16-000115	Zoning	Sign	MetroPCS	819 North BRIGHTLEAF Boulevard
Z16-000116	Zoning	Land Use	Coastal Hydro Graphics	721 North BRIGHTLEAF Boulevard
Z16-000117	Zoning	Land Use	If Tees Could Talk	721 North BRIGHTLEAF Boulevard
SP16-000039	Site Plan	Minor Site Plan	Manufactured Home	2933 US 70 BUS Highway E
SP16-000040	Site Plan	Minor Site Plan	18' x 30' Accessory Structure /	309 POWELL Street
SP16-000041	Site Plan	Minor Site Plan	New SFD	106 East PARKER Street
SP16-000042	Site Plan	Minor Site Plan	Class B manufactured home	1788 CLEVELAND ROAD
Z16-000118	Zoning	Sign	Johnston Animal Hospital	1266 North Brightleaf Boulevard
Z16-000119	Zoning	Land Use	Simply Nails	1269 North BRIGHT LEAF Boulevard
Z16-000120	Zoning	Land Use	Partners Commercial Reality	388A VENTURE Drive
Z16-000121	Zoning	Sign	Partnership Property	12-A FIELDALE Drive
Z16-000125	Zoning	Land Use	EZEGLide	36 B East EDGERTON Street
Z16-000126	Zoning	Land Use	JoCo Republican HQ	331 East MARKET Street
Z16-000127	Zoning	Land Use	Medical Screening	128 OLD MALLARD Road
SP16-000045	Site Plan	Major Site Plan	Chick-fil-A Park lot	1300 North Brightleaf Boulevard



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CODE COMPLIANCE MONTHLY REPORT 2016

	Aug-16	Calendar Year To date
Written Violations	194	1209
Resolved Violations	193	1204
On Site Meetings	163	962
Temporary Signs Violations	106	983
Temporary Signs Removed	106	983
Comdemned Structures Removed	2	7
Community Volunteers	50	285
Families Helped By Helping Hand Volunteers	n/a	60
ADA Compliant Ramps Built By Volunteers	4	16



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING August 31, 2016**

I. STATISTICAL SECTION

Month Ending August 31, 2016	Aug 2016	Aug 2015	Total 2016	Total 2015	YTD Difference
Calls For Service	1761	2096	13638	15233	-1595
Incident Reports Completed	189	198	1501	1399	102
Cases Closed	119	172	1241	1473	-232
Accident Reports	82	79	580	571	9
Arrest Reports	129	129	1064	1000	64
Burglaries Reported	18	11	111	68	43
Drug Charges	56	40	56	250	-194
DWI Charges	7	7	72	69	3
Citations Issued	165	237	1682	2128	-446
Speeding	11	47	360	512	-152
No Operator License	27	61	341	513	-172
Registration Violations	16	34	124	277	-153

II. PERSONNEL UPDATE

One officer remains in Field Training. Officer Faircloth has been hired but we are waiting on to be certified by the Training and Standards. Three officers resigned to take positions with another agency. Two officers remain on light duty due to medical issues. Officer White has returned to duty after his wife gave birth to a healthy baby boy. The department currently has one officer position vacant and the Chief's position is currently vacant.

III. MISCELLANEOUS

Traffic enforcement continues to be down in comparison to 2015 due to decreases in staff on the road and the associated training curve of newly hired officers.

Several arrests have been made in the burglary cases and the department continues working to reduce the burglaries that are occurring in town.

Numerous groups have brought food items and thank you cards by the police department during this month to show their appreciation for the hard work done by our police officers.

REPORTED UCR OFFENSES FOR THE MONTH OF AUGUST 2016

PART I CRIMES	August 2015	August 2016	+/-	Percent Changed	Year-To-Date 2015	Year-To-Date 2016	+/-	Percent Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	3	4	1	33%
ROBBERY	2	0	-2	-100%	13	6	-7	-54%
Commercial	1	0	-1	-100%	4	0	-4	-100%
Individual	1	0	-1	-100%	9	6	-3	-33%
ASSAULT	4	9	5	125%	48	40	-8	-17%
* VIOLENT *	6	9	3	50%	64	50	-14	-22%
BURGLARY	11	18	7	64%	64	107	43	67%
Residential	8	10	2	25%	47	53	6	13%
Non-Resident.	2	5	3	150%	10	18	8	80%
Commercial	1	3	2	200%	7	36	29	414%
LARCENY	51	57	6	12%	366	414	48	13%
AUTO THEFT	0	0	0	N.C.	9	17	8	89%
ARSON	0	0	0	N.C.	1	3	2	200%
* PROPERTY *	62	75	13	21%	440	541	101	23%
PART I TOTAL:	68	84	16	24%	504	591	87	17%
PART II CRIMES								
Drug	46	20	-26	-57%	240	309	69	29%
Assault Simple	16	10	-6	-38%	131	99	-32	-24%
Forgery/Counterfeit	9	7	-2	-22%	30	32	2	7%
Fraud	11	11	0	0%	89	61	-28	-31%
Embezzlement	0	3	3	N.C.	8	16	8	100%
Stolen Property	0	0	0	N.C.	11	10	-1	-9%
Vandalism	6	5	-1	-17%	54	61	7	13%
Weapons	2	2	0	0%	23	16	-7	-30%
Prostitution	0	0	0	N.C.	0	1	1	N.C.
All Other Sex Offens	1	1	0	0%	7	3	-4	-57%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	0	-1	-100%	6	2	-4	-67%
D. W. I.	9	7	-2	-22%	69	68	-1	-1%
Liquor Law Violation	1	7	6	600%	9	15	6	67%
Disorderly Conduct	1	2	1	100%	8	10	2	25%
Obscenity	0	0	0	N.C.	2	1	-1	-50%
Kidnap	0	0	0	N.C.	0	2	2	N.C.
All Other Offenses	3	10	7	233%	49	56	7	14%
PART II TOTAL:	106	85	-21	-20%	736	762	26	4%
GRAND TOTAL:	174	169	-5	-3%	1240	1353	113	9%

N.C. = Not Calculable

(r_month1)



Town of Smithfield
Fire Department
 August, 2016

I. Statistical Section

Responded to	2016 Aug	2015 Aug	2016 YTD	2015 YTD
Total Structure Fires Dispatched	6	9	57	60
Confirmed Structure Fires (Our District)	0	3	10	11
Confirmed Structure Fires (Other Districts)	0	3	7	10
EMS/Rescue Calls	129	108	1087	879
Vehicle Fires	5	1	13	14
Motor Vehicle Accidents	12	15	123	104
Fire Alarms (Actual)	6	1	72	40
Fire Alarms (False)	14	25	69	102
Misc./Other Calls	28	20	200	142
Mutual Aid (Received)	7	29	72	71
Mutual Aid (Given)	6	7	47	41
Overlapping Calls (Calls at the same time)	16	19	204	138
TOTAL EMERGENCY RESPONSES	200 +12%	179	1621 +21%	1341

* Denotes breakdown of calls *

	Aug	YTD
Fire Inspections/Compliance Inspections	37	201
Public Fire Education Programs	7	23
Children in Attendance	78	898
Adults in Attendance	27	236
Plans Review Construction/Renovation Projects	1	10
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	21	95
Re-Inspections	23	104

II. Major Revenues

	Aug	YTD
Inspections	\$1625.00	\$10,900.00
False Alarms	\$0.00	\$3,250.00
Fire Recovery USA	\$3,672.00	\$17,645.00
EMS Debt Setoff	\$453.68	\$7,394.09

Major Expenses for the Month:

III. Personnel Update:

- We held interviews for the approved position of Fire Dept. Training Chief. We have offered the position to someone and are waiting for the conditional offer to be completed.

IV. Narrative of monthly departmental activities:

- Throughout August we have visited with our “Kool Kids” sprinkler: Wilkins Ct., Furlonge Dr., Finney Dr., (Smithfield Housing Authority)
- We have also visited Johnston Ct., Rainbow Ln., Food Lion in (West Smithfield), the SRAC, and Johnson’s MHP with the “Kool Kids” sprinkler.
- On 9-4-16 we delivered water from the Town departments and participated in the South Smithfield Primary Schools, back to school program.
- We participated in the Military recruiter challenge held at SRAC, 9-20-16 on the greenway; we provided coverage for the event.
- 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
August 31, 2016**



210 Total Work Orders completed by the Public Works Department

5 Burials, at \$700.00 each = \$3,500.00

0 Cremation Burial, \$400.00 each = \$0

\$2,000.00 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

427.61 tons of household waste collected

199.34 tons of yard waste collected

8.64 tons of recycling collected

33 Animal Control work orders completed

16 Cats transported to Animal Shelter

9 Dogs transported to Animal Shelter

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
Aug. 31, 2016



I. Statistical Section

- 5 Burials
- 6 Works Orders – Buildings & Facilities Division
- 8 Work Orders – Grounds Division
- 25 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$2,000.00
Riverside Ext Cemetery Lot Sales:	\$0.00
Grave Opening Fees:	\$3,500.00
Total Revenue:	\$5,500.00

III. Major Expenses for the Month:

\$2,500 to It's Gotta Go tree service to remove hazardous trees. \$1,966.73 to ACR Supply for portion of ice machine purchase.

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 "Strive to Live a Healthier Life".

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
August 31, 2016**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 7 - Work Orders – 6.08 Tons of Asphalt was placed in 7 utility cuts, and 1 overlay.
- c. 1- Work Order – 40 Linear Feet Drainage Pipe installed.
- d. Cleaned 1,603 Linear Feet of Drainage Pipe with Jet truck.
- e. 14 - Work Orders – 930lbs. of Cold Patch was used for 16 Potholes.
- f. 33 - Work Orders were completed regarding Animal Control related issues. 16 Cats and 9 Dogs were transported to the Animal Control Shelter.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

\$1,350 to HD Supply Water Works for 2 pallets of Perma Patch.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Dept. safety meeting was on "Strive to Live a Healthier Life".

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

Location: Wilson and SBL, Outlet Center Drive.
 Starting Date: 8/1/2016
 Completion Date: 8/2/2016
 Description: Cut back blind corners and right-of-ways.
 Man-hours: 28.5hrs.
 Equipment: Two scag mowers, new Holland tractor with bushog plus hand tools.
 Materials: N/A

Location: 1205 S Crescent Drive, 1892 W Market Street, 973 W Market Street, SBL behind ABC Store, 410 Pine Street, 719 SBL.
 Starting Date: 8/2/2016
 Completion Date: 8/18/2016
 Description: Cut Six (6) Nuisance Properties for Planning Department.
 Man-hours: 25.5hrs.
 Equipment: Scag mowers, bobcat tractor with bushog, weed eaters plus hand tools.
 Materials: N/A

Location: 1 Alpine Court.
 Starting Date: 8/4/2016
 Completion Date: 8/4/2016
 Description: Repaired damaged line for positive drainage.
 Man-hours: 3.75hrs.
 Equipment: Bobcat tractor.
 Materials: One yard of topsoil, 20lbs. of vinyl concrete patch and three 80lbs. bags of concrete.

Location: S 2nd Street between Rose and Davis, Fayetteville and Futrell Way, 522 S 5th, Bridge and N 3rd, 388-C Venture Drive, 230 N Equity Drive, Lemay and MLK, Brogden and Blount, 8-7-12 Woodsdale Drive, S 5th and Crump, S 5th and Dundee, Johnston Street at Law enforcement entrance.
 Starting Date: 8/8/2016
 Completion Date: 8/23/2016
 Description: Repaired 16 potholes with Perma Patch asphalt.
 Man-hours: 4.25hrs.
 Equipment: 401 pickup plus hand tools.
 Materials: 15.5 bags of Perma Patch asphalt.

Location: West Street on East street end.
 Starting Date: 8/9/2016
 Completion Date: 8/9/2016
 Description: Repaired sink hole near manhole in asphalt.
 Man-hours: .5hrs.
 Equipment: 401 and 300 pickup.
 Materials: One 80lbs. bag of concrete.

Location: MLK and Collier, 513 E Holt Street, Furlong and MLK, 803 SBL, 8 Cedar Drive.
Starting Date: 8/9/2016
Completion Date: 8/25/2016
Description: Cleaned 1,603 LF of storm drain for positive drainage.
Man-hours: 15hrs.
Equipment: Jet Truck.
Materials: N/A

Location: E Crump Street near Crazy Taco, S 5th near SBL and 5Lakeside Place.
Starting Date: 8/10/2016
Completion Date: 8/29/2016
Description: Cleaned dirt and obstructions from 500LF of gutter area for positive drainage.
Man-hours: 21 hrs.
Equipment: Bobcat tractor with sweeper, Truck 301 and 304 plus hand tools.
Materials: N/A

Location: S 3rd Street beside Travel Odyssey, S 5th Street lots, Riverside Drive, 804 2nd Ave, MLK and College Road, 3rd Ave, Brogden Road, 7th Street between Caswell and Bridge.
Starting Date: 8/12/2016
Completion Date: 8/17/2016
Description: Cut FEMA Lots and right-of-way areas.
Man-hours: 36hrs.
Equipment: Scag mowers, Tractor with bush hog, weed eaters plus hand tools.
Materials: N/A

Location: Massey Street near 9th Street intersection.
Starting Date: 8/17/2016
Completion Date: 8/17/2016
Description: Repaired damaged drainage line beside man hole for positive drainage.
Man-hours: 4hrs.
Equipment: 420 Cat backhoe, 402 pickup plus hand tools.
Materials: Two 80lbs. bags of concrete.

Location: 1201 Gaston Street.
Starting Date: 8/17/2016
Completion Date: 8/17/2016
Description: Scrapped 310 LF of dirt road with backhoe.
Man-hours: 2hrs.
Equipment: 420 Cat backhoe.
Materials: N/A

Location: 21-19 Franklin Drive, 4th and North Street, 218 S Church Street, North Street in front of Cemetery.
Starting Date: 8/24/2016
Completion Date: 8/24/2016
Description: Repaired 7 utility cuts and 1 overlay area with asphalt mix.
Man-hours: 20hrs.
Equipment: 420 Cat backhoe, 405 dump truck and 401 pickup plus hand tools.
Materials: 6.08 tons of I2 asphalt mix.

Location: 407-409 Bridge Street (St. Mark Church)
Starting Date: 8/22/2016
Completion Date: 8/26/2016
Description: Replaced 40LF of damaged drain line for positive drainage.
Man-hours: 34.5hrs.
Equipment: 420 Cat backhoe, 408 flatbed and 402 pickup plus hand tools.
Materials: 40LF of HDPE drain line, one 24" adaptor, one 24" coupling, 30 tons of fill dirt from cemetery.

Location: 800BLK of S 5th Street.
Starting Date: 8/26/2016
Completion Date: 8/26/2016
Description: Due to the large amount of erosion from the dirt driveways after rain events rock was installed in the driveway apron areas.
Man-hours: 4.5hrs.
Equipment: 420 Cat backhoe, 405 dump truck.
Materials: 14 tons of 57 stone.

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
August 31, 2016**



I. Statistical Section

- 5 Preventive Maintenances
- 0 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. The Public Works Department safety meeting this month was led by Sandy Altman from Johnston Health on "Strive to Live a Healthier Life".

**Town of Smithfield
Public Works Sanitation Division
Monthly Report
August 31, 2016**



I. Statistical Section

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

- a. Sanitation forces completed 55 work orders
- b. Sanitation forces collected 427.61 tons of household waste
- c. Sanitation forces disposed of 199.34 tons of yard waste
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 16.26 tons of construction debris (C&D)
- f. Town disposed of 86 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 5.44 tons of recyclable plastic
- h. Recycled 2,180 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 4,240 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$28.25 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0.00
- c. Sold 1,800 lbs. of shredder steel for \$90.00 to Omni Source
- d. Sold 2,700 lbs. of scrap metal (appliances) for \$108.00 to Wise Recycling.

III. Major Expenses for the Month:

Equipment repairs paid to Amick Equip. for \$1,407.94 for a gear pump. Carolina Environmental Systems was paid \$4,946.75 for a qty. of eighty-three 95-gal. rollout Containers. ERJ Hydraulics-Don Creech was paid \$520 for repairs to the knuckle boom loader truck.

IV. Personnel Update:

Due to the lack of man power a temporary employee was hired.

V. Narrative of monthly departmental activities:

The department worked closely with Parks & Recreation and Downtown Development on providing traffic control devices and event containers for Special events held at the Parks and in the downtown district. The Public Works Department safety meeting this month was led by Sandy Altman from Johnston Health on "Strive to Live a Healthier Life".



**PARKS AND RECREATION
AND
SMITHFIELD RECREATION
AND AQUATICS CENTER**

MONTHLY REPORT FOR AUGUST, 2016

PROGRAMS STATISTICS	AUGUST, 2016	16/17 FY YTD	AUGUST, 2015	15/16 FY YTD
NUMBER OF PROGRAMS	29	72	39	78
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	4121	13037	6914	15066
DAY PASSES	1122	3641	1303	3626
SRAC MEMBER VISITS	6061	12280	6204	13495
RENTALS (SRAC)	41	116	68	125
USERS (SRAC RENTALS)	3695	7949	3332	6809
PARKS RENTALS	23	42	68	101
USERS (PARKS RENTALS)	1245	2659	1150	1738
TOTAL UNIQUE CONTACTS	16,244	39,176	18,903	40,734
FINANCIAL STATISTICS	AUGUST, 2016	16/17 FY YTD	AUGUST, 2015	15/16 FY YTD
PARKS AND RECREATION REVENUES	\$ 7,024.50	\$ 11,890.51	\$ 17,631.00	\$ 25,897.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 26,201.05	\$ 61,264.33	\$ 49,000.14	\$ 91,561.43
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 26,939.64	\$ 26,939.64	\$ -	\$ -
SRAC REVENUES	\$ 62,623.19	\$ 136,514.02	\$ 58,217.06	\$ 128,427.19
SRAC EXPENDITURES	\$ 107,751.82	\$ 164,054.86	\$ 63,570.86	\$ 149,380.40
SRAC MEMBERSHIPS	2544		2472	
PEPSI CONTRACT REVENUES			\$ 8,940.00	

HIGHLIGHTS

TRANSITIONED INTO FALL PROGRAMMING WITH YOUTH FOOTBALL, SOCCER, KINDER SOCCER AND ADULT SOFTBALL

HOSTED 2 LEGO BUILDING CAMPS

TOOK SENIOR GROUP TO RALEIGH FOR DAY TRIP



SMITHFIELD
NORTH CAROLINA
Utilities Department
Monthly Report
August 2016

- **Statistical Section**

- Electric CP Demand 28,368 Kw relative to July's demand of 28,955 Kw.
- Electric System Reliability for was 99.9584%, with eight recorded outage; relative to July's 99.8732%.
- Raw water treated on a daily average was 3.798 MG relative to 3.637 MG for July; with maximum demand of 3.830 MG relative to July's 4.040 MG.
- Total finished water to the system was 104.287 MG relative to July's 94.496 MG. Average daily for the month was 3.364 MG relative to July's 3.048 MG. Daily maximum was 3.836 MG (August 6th) relative to July's 3.374 MG. Daily minimum was 3.209 MG (August 2nd), relative to July's 2.443 MG.

- **Miscellaneous Revenues**

- Electrical sales were \$1,690,355 relative to July's sales of \$1,560,496
- Water sales were \$225,071 relative to July's \$203,192
- Sewer sales were \$301,753 relative to July's \$253,523
- Johnston County Water purchases were \$78,175 for 52.116 MG relative to July's \$86,088 for 57.392 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$1,263,338 relative to July's \$1,269,124
- Johnston County sewer charge was \$136,107 for 46.020 MG relative to July's \$147,701 for 49.704 MG.

- **Personnel Changes –**

- Michael Quayle was hired as a Utility Line Mechanic and began employment on August 22, 2016.
- Paul Alday was hired as a Water Plant Operator III and began employment on August 29, 2016.



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

I. Statistical Section

- Street Lights repaired -35
- Area Lights repaired -11
- Service calls - 47
- Underground Electric Locates -145
- Poles changed out or installed -11
- Underground Services Installed/Repaired -4

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- Utility Dept. had a Safety meeting on Defensive Driving.

V. Miscellaneous Activities:

- Continuing Conversion work on Wilson St., Stevens St., & Holding St.
- Continuing to cutting Right-of-Way along Power Line & Water/Sewer ROW.
- Started Directional Boring for Tree Scape Project.



WATER & SEWER AUGUST 2016 MONTHLY REPORT

● DISCONNECT WATER	4
● RECONNECT WATER	1
● TEMPORARY METER SET	2
● DISCOLORED WATER CALLS	8
● LOW PRESSURE CALLS	1
● NEW SERVICE INSTALLS	4
● LEAK DETECTION	19
● METER CHECKS	30
● METER REPAIRS	6
● WATER MAIN REPAIRS	1
● STREET CUTS	5
● REPLACE EXISTING METERS	15
● INSTALL NEW METERS	3
● FIRE HYDRANTS REPAIRED	1
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	9
● CLEANOUTS INSTALLED	5
● SEWER MAIN CLEANED	4664LF
● SERVICE LATERALS CLEANED	400LF
● SERVICE CALLS	117

- LOCATES 129
- 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

- REPLACED AERIAL SEWER ON HWY310 BESIDE CHICK-FIL-A

PERSONNEL UPDATES

- MICHAEL QUAYLE STARTED ON THE 22ND

UPCOMING PROJECTS FOR THE MONTH OF SEPTEMBER

- RELOCATE SEWER SERVICE TO THE NEUSE LITTLE THEATER (JOCO)
- INSTALL SECURITY FENCING AROUND 3 LIFT STATIONS AND 1 WATER TOWER
- PREPARING TO START THE AMI PROCESS.



MONTHLY WATER LOSS REPORT

AUGUST 2016

¾" LINE-1/16" HOLE- 3 HRS

¾" LINE – FULL FLOW - 30 MIN

¾" LINE-1/8" HOLE-4 DAYS

¾" LINE- 1/16" HOLE-2 DAYS

¾" LINE-1/8" HOLE-5 DAYS

¾" LINE – 1/8" HOLE – 3 DAYS

(3) 5/8" METER LEAKING AT WASHER

1 1/4" LINE- 1/8" HOLE – 3 DAYS

FIRE HYDRANT LEAKING – 1 DAY

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	08/10/16	2.2	15	5310	10	North Street	8/10/16	4	15	15930	
Computer Drive	08/10/16	4	15	5310	10	West Street	8/8/16	3	15	17620	50
Castle Drive	08/10/16	3.5	15	5310	10	Regency Drive	8/8/16	2	15	19500	60
Parkway Drive	08/24/16	2.6	15	15930	40	Randers Court	8/8/16	3	15	15930	40
Garnet Drive	08/10/16	2.2	15	7965		Noble Street	8/8/16	3.2	15	7920	
Hwy 210 LIFT ST.	08/15/16	1.6	15	7965		Fieldale Dr#1(L)	8/8/16	3	15	15930	40
Skyland Drive	08/15/16	4	15	5310	10	Fieldale Dr#2(R)	8/8/16	3	15	15930	40
Braford Street	08/30/16	1	15	7965		Heather Court	8/8/16	4	15	7965	40
Kellie Drive	08/10/16	2.2	15	7965		Reeding Place	8/8/16	3.2	15	7965	40
Edgewater	08/30/16	1	15	7965		East Street	8/8/16	3.4	15	15930	40
Edgecombe	08/30/16	1.2	15	159480	40	Smith Street	8/8/16	4	15	15930	
Valley Wood	08/26/16	2.4	15	15930	40	Wellons Street	8/8/16	3.4	15	15930	40
Creek Wood	08/26/16	2.8	15	15930		Kay Drive	8/10/16	1	15	9750	15
White Oak Drive	08/25/16	1.2	15	5310	10	Huntington Place	8/15/16	1.6	15	10095	
Brookwood Drive	08/26/16	1.6	15	5655	5	N. Lakeside Drive	8/15/16	1.8	15	9435	15
Runnymede Place	08/15/16	2.3	15	5310	10	Cypress Point	8/15/16	1.6	15	8715	12
Nottingham Place	08/10/16	2.2	15	5310	10	Quail Run	8/15/16	1.8	15	10095	
Heritage Drive	08/26/16	2	15	5310	10	British Court	8/15/16	1.6	15	11550	
Noble Plaza #1	08/25/16	1	15	5310	10	Tyler Street	8/10/16	1	15	19500	60
Noble Plaza #2	08/26/16	1	15	5310	10	Yelverton Road	8/8/16	2	15	15930	40
Pinecrest Street	08/26/16	1.2	15	5310	10	Ava Gardner	8/8/16	0.5	60	95980	
S. Sussex Drive	08/15/16	2.3	15	7965		Waddell Drive	8/8/16	3.5	15	5310	10
Elm Drive	08/25/16	3.5	15	5310	10	Henly Place	8/8/16	3	15	8715	12
Braford Street	08/15/16	1	15	7965		Birch Street	8/8/16	3.5	15	8715	12
Coor Farm Supply	08/25/16	1.2	15	5080		Pine Street	8/8/16	3	15	9750	15
Old Goldsboro Rd.	08/15/16	3	30	21240		Oak Drive	8/8/16	3.5	15	9430	14
Hilcrest Drive	08/08/16	3.4	15	10620	10	Cedar Drive	8/8/16	2.8	15	5310	10
Eason Street	08/08/16	3.2	15	15930	40	Aspen Drive	8/8/16	3	15	8715	12
Magnolia circle	08/08/16	3	15	7965		Furlonge Street	8/8/16	2	15	8715	12
Rainbow Drive	08/10/16	3.8	15	19500	60	Golden Corral	8/8/16	3.5	15	10080	16
Rainbow Circle	08/10/16	3.8	15	19500	60	Holland Drive	8/8/16	3.5	15	9750	15
Moonbeam Circle	08/10/16	3.8	15	19500	60	Davis Street	8/8/16	3.5	15	8715	12
Ray Drive	08/08/16	3	15	31860	40	Caroline Ave.	8/8/16	3.5	15	5310	10
Will Drive	08/08/16	3.2	15	31860	40	Johnston Street	8/8/16	3.5	15	7965	15
Michael Lane	08/10/16	4	15	7965	40	Ryans	8/8/16	0.5	60	63720	
Ward Street	08/10/16	3	15	15930	40						

**Town of Smithfield
Water Treatment Plant**

All figures are in MGD.

**Aug-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	3.80	24.0	3.820	3.350	0.1180	3.232	84.61
2	3.80	24.0	3.820	3.330	0.1210	3.209	84.01
3	3.80	24.0	3.800	3.370	0.1170	3.253	85.61
4	3.80	24.0	3.760	3.380	0.1160	3.264	86.81
5	3.80	23.5	3.730	3.380	0.1170	3.263	87.48
6	3.80	24.0	3.800	3.950	0.1140	3.836	100.95
7	3.80	23.5	3.720	3.550	0.1100	3.440	92.47
8	3.80	23.0	3.660	3.390	0.1160	3.274	89.45
9	3.80	24.0	3.790	3.550	0.1180	3.432	90.55
10	3.80	24.0	3.780	3.610	0.1180	3.492	92.38
11	3.80	24.0	3.800	3.520	0.1190	3.401	89.50
12	3.80	24.0	3.820	3.420	0.1160	3.304	86.49
13	3.80	24.0	3.830	3.410	0.1150	3.295	86.03
14	3.80	24.0	3.820	3.470	0.1170	3.353	87.77
15	3.80	24.0	3.810	3.540	0.1160	3.424	89.87
16	3.80	24.0	3.820	3.450	0.1180	3.332	87.23
17	3.80	24.0	3.830	3.570	0.1160	3.454	90.18
18	3.80	24.0	3.820	3.420	0.1150	3.305	86.52
19	3.80	24.0	3.820	3.450	0.1180	3.332	87.23
20	3.80	24.0	3.830	3.380	0.1170	3.263	85.20
21	3.80	24.0	3.830	3.330	0.1130	3.217	83.99
22	3.80	24.0	3.820	3.450	0.1180	3.332	87.23
23	3.80	24.0	3.810	3.500	0.1180	3.382	88.77
24	3.80	24.0	3.810	3.520	0.1190	3.401	89.27
25	3.80	24.0	3.800	3.410	0.1190	3.291	86.61
26	3.80	24.0	3.740	3.490	0.1170	3.373	90.19
27	3.80	24.0	3.830	3.580	0.1160	3.464	90.44
28	3.80	24.0	3.820	3.460	0.1150	3.345	87.57
29	3.80	24.0	3.810	3.540	0.1170	3.423	89.84
30	3.80	24.0	3.790	3.600	0.1200	3.480	91.82
31	3.80	24.0				0.000	#DIV/0!
Total	117.80	742.0	113.940	104.370	3.504	100.866	88.53
Avg	3.80	23.9	3.798	3.479	0.117	3.254	
Max	3.80	24.0	3.830	3.950	0.121	3.836	
Min	3.80	23.0	3.660	3.330	0.110	0.000	