

The Smithfield Town Council held its regular meeting on Tuesday, February 4th, 2025. The meeting was called to order at 6:30 p.m.

Members present:

Michael Smith – Mayor

Bill Harris – Vice Mayor

Valerie Butler

Jeff Brooks

Steven G. Bowman

Mary Ellen Bebermeyer

Darren Cutler

Staff present:

Michael Stallings – Town Manager

William H. Riddick, III – Town Attorney

Lesley King – Town Clerk

Tammie Clary – Community Development & Planning Director

Ed Heide – Director of Public Works

Mark Kluck - Planner

Judy Winslow – Director of Tourism

Laura Ross – Treasurer

Alonzo Howell – Chief, Smithfield Police Department

Chris Meier – Deputy Chief, Smithfield Police Department

Ashley Rogers – Director of Human Resources

Amy Novak – Director of Parks and Recreation

Dr. Thomas Pope – Board Member, Planning Commission

Charles Bryan – Board Member, Planning Commission

Virginia “Gigi” Smith – Board Member, Planning Commission

Leigh Abbott-Leaman – Board Member, Board of Historic and Architectural Review (BHAR)

Press:

Stephen Faleski – “The Smithfield Times”

Citizens: 40

Mayor Smith welcomed all attendees to the meeting and asked all present to stand for the Pledge of Allegiance. He announced that students from Hampton Roads Classical School were present to sing the National Anthem.

Manager’s Report:

The Town Manager reported that the previous month’s activity and summary reports were contained in the information packet provided and he would answer any questions the Town Council had.

Presentations:

Update from the Virginia Department of Transportation (VDOT) on the Cypress Creek Bridge and the Grace Street Projects

Gautham Ramesh reported that the traffic on the Cypress Creek Bridge had shifted to the other side as the work had progressed. He showed slides containing pictures of the work that had been completed on the bridge as part of Phase 1 of the project, including replacing beams that had deteriorated. He explained that work rehabilitating the substructure of the entire length of the bridge was able to be completed on its underside throughout the project. Mr. Ramesh reported that Phase 2 work would start, and would include beam removal/replacement on the southern side of the bridge as well as additional substructure repairs and rehabilitation. He stated that there would be a period of time requiring full closure of the bridge to remove the damaged beams as had been done in the previous Phase. He added that VDOT would coordinate this closure with the Town Manager in order to ensure that it would not affect any Town events. He emphasized that the large difference between the two Phases was that now in Phase 2 there would not be any sidewalk access. Mr. Ramesh reported that the Fall of 2025 was the scheduled project completion date, with all traffic lanes and pedestrian sidewalk reopening on the bridge. He gave the reminder for drivers to be very cautious on the bridge during work completion, adding that there had been a traffic accident on the bridge just 2 weeks prior. He shared how the project updates could be found on the VDOT website.

Mayor Smith asked if there were signs posted to let the public know that that the sidewalk was not to be used.

Mr. Ramesh confirmed that there were signs placed in multiple areas to ensure that the public was aware of the sidewalk closure.

Mayor Smith stated that there was a lot of foot and bicycle traffic in that area.

Councilman Cutler asked if there was a barrier in place where the bridge sections had been removed.

Mr. Ramesh said that there would be barriers as well as other blockades to ensure the area was blocked, and reiterated that the completion date of Fall 2025 had not changed. He continued by discussing the progress on the Grace Street project, noting that the crews had paused in their work there due to the winter weather experienced this season. He reported that the crews would return the following week to continue work. He related that the first focus was for workers to complete the curbing on the road.

Councilman Bowman asked if the funding for the milling and paving would be in place in order to accomplish the project as it had been presented.

Mr. Ramesh stated that he had not received any information to indicate otherwise.

Vice Mayor Harris asked if the current curbing would be torn up and replaced.

Mr. Ramesh explained that he was relaying information given by the manager of that project, and he did not want to give incorrect information, but it was his belief that the majority of the curbing would be replaced. He stated that he would double check that information and follow up with the Town Manager.

Vice Mayor Harris asked if Mr. Ramesh knew whether the plan still included grinding down a full 18 inches.

Mr. Ramesh reported that previous work done had included 12 inches of Full Depth Reclamation (FDR), which is what he thought was currently in the works. He stated that VDOT was in the process of communicating with Columbia Gas to receive information in order to stay clear of their lines which would ultimately guide how far the FDR thickness would be. He introduced Robert Bagley as the Construction Manager who would be able to report on the project's happenings on a day-to-day basis.

Councilman Bowman observed that the shift on the bridge had made the travel lane much narrower than what had been in place previously. He noted that their rationale for not allowing wide vehicles on the bridge during Phase 2 was prudent.

Mayor Smith expressed appreciation for Mr. Ramesh's update as the Council received many questions about when the bridge work will be completed.

Public Comments:

Brian Lally of 226 South Church Street in Smithfield stated that he had a question about the replacement of streetlight lamps in the Town. He reported that the streetlight lamp at Jericho Road and Church Street had been burnt out for 5 months. He added that there had been a hit and run that had taken out the lamp between 212 and 220 South Church Street. He said that it was very dark in those areas as a result creating a safety issue that should prompt Dominion Power to come out and replace the fixture and lamp. Mr. Lally reported that this past November a family member had been pulling out on South Church Street from Jericho Road when a young man had run into that vehicle with their bicycle, flipping over the hood of the car. He related that the family member had tried to assist the young man, however he grabbed his bicycle and took off. He stated that during another incident in January he had personally witnessed a near accident in the same area at dusk between two drivers that did not have headlights turned on. Mr. Lally asked what could the Town do to compel Dominion Energy to come out and replace the lamps.

The Town Manager acknowledged that Mr. Lally had discussed the topic with him 5 months ago. He stated that Town Staff had documentation of calls placed to Dominion on the matter several time, including that day.

Mr. Lally said that he had also tried to call regarding the issue just that morning.

The Town Manager stated that Town Staff would continue to prompt Dominion to come out and address the issues.

Mr. Lally observed that it was an unfortunate situation and a safety issue as they were likely well below the suggested illumination level in that area.

Mayor Smith confirmed with the Town Manager that some of the streetlights were the responsibility of the Town and some were the responsibility of Dominion.

The Town Manager reported that the lights on South Church Street belonged to Dominion.

Councilwoman Bebermeyer asked the Town Manager what the standard procedure was for citizens reporting maintenance issues like burnt out lights.

The Town Manager stated that citizens could contact the Town or Dominion Energy. He stated that if a citizen called the Town, then they could take care of the problem directly if it was for a Town-owned issue. He stated that if Town Staff knew that it was something that was

Dominion-owned, sometimes there was a quicker response if a citizen contacted them directly; however, they would continue to stay on top of Dominion until the matter was resolved.

Mr. Lally reported that he had talked to Dominion directly twice, and had a Regional Supervisor come to see the affected area.

Mayor Smith reported that there were no other members of the public who signed up to speak, but asked if there were any members of the public present who wished to make a comment.

Bob Hines of 215 Washington Street in Smithfield related that when there had been an issue with a panel on a light pole at Washington and James he had his son call his friend who worked for Dominion to let them know about the issue, and it was disconnected the next day. He added that since that time the Town had put a screw in the panel cover to keep it in place. He said that he might try to call his contact to see about addressing the light issues on South Church Street.

Mayor Smith confirmed that there were no other members of the public present who wished to speak.

Council Comments:

Mayor Smith confirmed that there were no comments from the Council members.

Consent Agenda:

C1. Motion to Approve the Entrance Corridor Overlay and Historic District Guidelines

Councilman Cutler pointed out it was mentioned in the guidelines that the Town would work with VDOT on lowering the speed limit on South Church Street, and added that the Town could benefit from working to lower speed limits on Battery Park near North Church Street as well. He asked if that would become part of the plan.

Councilwoman Butler asked Mayor Smith if the item should be pulled for additional discussion.

The Town Attorney stated that the speed limits on South Church Street were not the prerogative of the Town Council and were dictated by VDOT. He added that it had been a goal of the Town for years to try to get the speed limit on the Cypress Creek Bridge reduced from 35 mph to 25 mph, but they had repeatedly been rebuffed. He asked for confirmation that the wording was it was a goal to “work with” VDOT in reducing the speed limit.

Councilman Cutler acknowledged that was what the information read as, but added that it had only been included as a goal on that single stretch of road on lower South Church Street. He said that it might be more useful to make the goal broader in its application.

The Town Attorney reiterated that it had been an ongoing goal of the Town Council for years, but the Town did not meet VDOT’s warrants for reductions in speed limits.

Councilman Cutler observed that as it was a planning guideline document consistency would be appropriate.

The Town Attorney noted that the public hearing had already been held and if they wanted to update the document to include the broader goals of working to lower the speed limits in several areas, then they could make an amendment at the meeting to adopt them.

Councilwoman Butler stated that it sounded like the matter should be moved for further discussion.

Mayor Smith reported that C1 would be moved to the Action Section.

Vice Mayor Harris reported that the Governor of Virginia had stated there would be a new law to give communities the ability to the lower speed limits in their areas and asked if it would apply to VDOT.

The Town Manager said that he was unsure, and did not want to give incorrect information. He stated that the Town had been given some latitude in the issue, but he was unsure if they had the authority to make changes in regard to the bridge.

Councilwoman Butler recalled that the discussion was that the speed limit had be a certain amount in order for the local government to be allowed to make reductions.

The Town Manager stated that he thought there may have been another revision and asked to look into the subject.

C2. Motion to Approve the Official Zoning Map

C3. Invoices Over \$20,000 Requiring Council Authorization:

a. East Coast Emergency Vehicles – Outfitting 4 Police Vehicles	\$ 55,279.64
b. Core & Main – Procoder Water Meters	\$ 30,500.00
c. Athens Building Corp. – Windsor Castle Boardwalk Restoration Project	\$ 87,058.95

Vice Mayor Harris made a motion to approve items C2 and C3 as presented. Councilman Cutler seconded the motion.

Mayor Smith called for the vote. Seven members were on call for the vote. Councilwoman Butler voted aye, Councilwoman Bebermeyer voted aye, Councilman Brooks voted aye, Councilman Cutler voted aye, Councilman Bowman voted aye, Vice Mayor Harris voted aye, and Mayor Smith voted aye. The motion passed unanimously.

Action Section:

Additional Discussion for Item C1: Motion to Approve the Entrance Corridor Overlay and Historic District Guidelines

Mayor Smith asked Councilwoman Butler if there was any additional information to discussion on the matter.

Councilman Cutler stated that it was his understanding that if Tammie Clary, Community Development and Planning Director, would create the amendment then they would be able to approve the item as amended. He said that he did not think that the issue needed to be belabored further as it was just a point of consistency. He related that it's execution as written would create a 25 mph area sandwiched between 35 mph zones and would not make sense.

Mr. Clary explained that the information had been pulled directly from the Comprehensive Plan to reduce speed limits along the entire corridor. She said that it had been separated out in order to distinguish between the different areas. She noted that they could also include that same goal in the Battery Park area to the bridge.

Councilman Cutler made a motion to approve the guidelines as amended. Councilwoman Bebermeyer seconded the motion.

Mayor Smith called for the vote. Seven members were on call for the vote. Councilwoman Butler voted aye, Councilwoman Bebermeyer voted aye, Councilman Brooks voted aye, Councilman Cutler voted aye, Councilman Bowman voted aye, Vice Mayor Harris voted aye, and Mayor Smith voted aye. The motion passed unanimously.

Approval of Town Council Summary Minutes from January 7th, 2025

The Town Attorney said that he had reviewed the minutes and recommended that they be approved with minor corrections.

Councilman Bowman made the motion to approve the summary minutes as corrected. Councilman Cutler seconded the motion.

Mayor Smith called for the vote. Seven members were on call for the vote. Councilman Brooks voted aye, Councilwoman Butler voted aye, Vice Mayor Harris voted aye, Councilwoman Bebermeyer voted aye, Councilman Cutler voted aye, Councilman Bowman voted aye, and Mayor Smith voted aye. The motion passed unanimously.

New Business:

There was no New Business discussed.

Old Business:

Further Discussion Regarding the Smithfield Recreation Association's (SRA) Debt to the Town

Councilman Bowman recalled that he had previously brought up the concept of their consideration of the debt that the SRA still had with the Town of Smithfield. He stated that he had checked with the Town Manager and the debt service was around \$120,000.00. He added that the Council had previously received a report completed by Treasurer Laura Ross that stated the Town had accrued \$129,000.00 in interest from the \$6 million that had been returned to Mr. Luter. He said that since that time the Council had heard from Derek Joyner, Official with SRA, who explained to them the plight of the organization and their ongoing reliability in honoring their end of the agreement. Councilman Bowman said that in the interest of advancing youth sports in the Town of Smithfield, he made a motion to allocate \$60,000 of the \$129,000 from the interest earned on the \$6 million donation to SRA to pay down their debt service to the Town.

Vice Mayor Harris seconded the motion.

Councilwoman Butler reviewed that when the subject had originally been discussed, Councilman Bowman had recommended forgiveness of the remainder of the debt, and asked for confirmation that he currently was only asking for \$60,000.00 be allocated to the SRA.

Councilman Bowman stated that was correct for the current time; however, the Council could reconsider later when in discussions for the upcoming budget.

Mayor Smith confirmed that the SRA had made their most recent payment.

Councilwoman Butler reported that she was not in favor of the request for various reasons. She stated that it had nothing to do with not wanting to support young people, as she was an advocate for local youth. She stated that she did not think it was the best use of funds. She continued that when the discussion was first broached she had wanted to remain fair and equitable to both the SRA and the Youth Packers organizations. She noted that she had never received a clear answer, but there had been a comparison made between what had been spent on the new concession building to what the SRA actually owed the Town, to which she stated she was not understanding the correlation between the two. Councilwoman Butler she said that the only way she saw the matter as fair and equitable was to divide the interest amount in half and give both organizations half. She related that Smithfield Youth Packers were struggling. She recalled that the Council had all received the spreadsheet that Town Staff had put together and the maintenance required of both teams was not the same. She said that there had been concern expressed about the amount of money that had been spent to re-seed the football field. She acknowledged that she did not know a lot about field maintenance but she could not imagine that there was the same amount of damage done to the football field as there was to baseball fields. Councilwoman Butler stated that she had requested copies of the leases for both organizations, and added that the Packers had seemed to be doing what the Town had requested of them. She stated that when looking at the participants, traditionally football was a black sport and baseball was a white sport. She continued that socioeconomically they were looking at two groups of people that had different financial resources. She reported that the SRA had been around for over 60 years, and it was likely that the kids and parents participating in the organization currently did not realize the history of Beale Park. She stated that black kids could not belong to Beale Park during that time. She said that she needed to forget what had happened, but if the past is forgotten then it is bound to be repeated. She concluded that she could not see how the Town could give half of the earned interest to one organization and not give half to another, and therefore could not support the request.

The Town Attorney explained that the organization's obligation to the Town was a written commitment, and it did not need to be a cash transaction. He related that the action was more complicated than what had been included in Councilman Bowman's motion. He stated that they should confer with the Town Manager further on how to handle the matter.

The Town Manager reported that previously when there had been a change made to that specific agreement then there was an addendum made to the lease, which was how it had converted from a lump sum to payments.

Councilman Cutler reconfirmed that the SRA had made their 2025 payment.

The Town Manager updated that all of the 2024 payments had been made, with the next payment due by the end of 2025.

Councilman Cutler said that both discussions had merit. He stated that it would be appropriate for the Director of Parks and Recreation to get together with the Parks and Recreation Council Committee to discuss how the \$129,000.00 could be spread out to all the youth groups in Town. He noted that there could be other organizations that were not baseball or football that could use the money as well.

Councilwoman Bebermeyer asked if the money was specifically tied to Parks and Recreation and youth sports.

The Town Manager reported that there had been no stipulations made on how the money could be used.

Councilwoman Bebermeyer listed several organizations within the Town that could use some funding, and added that \$60,000.00 was a lot of money for one entity. She acknowledged the good things that the SRA did for the community. She continued that they had recently received a presentation regarding water and sewer rates increasing, and suggested that maybe some of that money could go towards helping families pay water bills. She questioned whether or not the money even had to be spent.

Councilman Bowman stated that he had not been speaking about one organization vs. another, but had been discussing the use of the money in a global perspective for the kids. He continued that he did not buy into Councilwoman Butlers statement that football was one thing and baseball was another, but felt that it was an individual decision made by a child who wanted to play a sport or not. He related that shortly into his term as the previous Mayor, he and Amy Novak, Director of Parks and Recreation, had met with the Youth Packers organization to discuss the need for restrooms and a concession area closer to their field. He stated that they had put the plan together, and with the use of American Rescue Plan Act (ARPA) funds were able to complete the project. He stated that they had just signed off on the last invoice for that project which far exceeded the \$60,000.00 which he had been requesting to assist the SRA. He said that he did not want to be divisive and only wanted to be fair. Councilman Bowman related that he had volunteered at Beale Park clean up days, and compared the bathrooms at that facility to the ones that had just been built at the football field. He noted that the ARPA funds used to build that concession stand and restroom structure could have been used for a number of different things. He reiterated that he was asking for \$60,000 to help take the burden off their back so they could fix up Beale Park to be able to spend more time with the kids. He observed that the money in question did not cost the Town anything, and did not come out of the taxpayers' pockets. He recognized that the money was the taxpayer's at this time, and he believed that it could, and should, be allocated to the SRA to assist them. He added that in his past experience as a coach with the SRA, the children who participated were not segregated.

Councilman Brooks asked how Councilman Bowman saw the structure of the debt would be after the allocation of \$60,000.00 to the SRA.

Councilman Bowman stated that the payments would continue one at a time. He said that they could allocate the \$60,000 now, and then during budget discussions the Council could discuss further any additional funding or debt forgiveness. He reported that they could reduce the debt down by \$60,000 to leave the SRA a residual and then their debt service could possibly be renegotiated for a certain number of years.

Councilman Brooks clarified that he was asking whether Councilman Bowman had thought through what the repayment plan would then look like.

Councilman Bowman stated that he had.

Councilwoman Butler asked to give a rebuttal to Councilman Bowman's statement. She repeated that the way she saw it, the transaction did not seem fair and equitable. She stated that Councilman Bowman had compared what was owed to the Town by SRA to the \$600,000 concession building that was just constructed, and she felt that one had nothing to do with the other. She observed that the original concession stand at the Sports Complex could only be rented by the SRA as they had primary claim for use. Councilwoman Butler reported that when she was first elected to the Town Council she had been alarmed that there was no master plan for the Luter Sports Complex. She continued that she did not think that two concession stands had been needed at the site, but because there was no master plan in place the Town was put in the position where a second one was needed for the football side of the facility. She recognized that neither one of the concession buildings belonged to either one of the organizations but were Town property. Councilwoman Butler related that she had many conversations with Councilman Bowman on the topic, and she asked him to clarify his comment that Mr. Luter would be in agreement with what he had wanted to do for the SRA. She reported that she did not doubt that information as when the complex was built, it was done primarily for baseball. She noted that if the case was that Mr. Luter wanted to support the SRA in that way, then she would feel more comfortable if he would take all of the interest earned money back and then write a check directly to the organization. She repeated that for the Town to give one entity half of the interest amount and give nothing to the other was not equitable.

Mayor Smith stated that he had questioned why the Town did not send all of the interest earned amount back to Mr. Luter as well. He likened the action to providing a banking service and asked if the questionable legality was why they had not sent it as well.

The Town Attorney pointed out that Mr. Luter had only requested the principle back and not the interest, effectively making it gift to the Town.

The Town Manager reported that the letter requesting the \$6 million in principle back made it clear that the Town was to keep the interest earned and use it as they saw fit.

Councilwoman Bebermeyer asked Councilwoman Butler for clarification of which concession stand she was referring to as being principally run by the SRA.

The Town Manager clarified that there were currently two concession stands at the Luter Sports complex. He said that the older one near the back of the complex was run by the SRA as outlined in their lease agreement.

Councilwoman Bebermeyer asked if any other organization could use the stand if they had rented out the facility or could it only be run by the SRA

The Town Manager reported that the SRA had right of first refusal, meaning that if they decided not to operate the stand, then another organization could. He added that historically the SRA has not declined to operate the stand. He confirmed that the newest concession building would be run by the Smithfield Packers Youth Sports.

Councilwoman Bebermeyer asked if other organizations would be able to use that new building. She asked if since the buildings were owned by the Town, shouldn't any organization be able to use them.

The Town Manager explained that their use was written into their respective lease agreements.

Councilman Cutler suggested that instead of having a divisive vote, the Council should decide what to do with money in total. He said that if the Council decided that they wanted to use the money for youth organizations, they could then look at the whole Town and see where the money could be spread out for use by multiple groups.

Vice Mayor Harris stated that part of his reason for speaking in favor of giving the funds to the SRA had less to do with the past and more to do with the present. He compared SRA's efforts to maintain Beale Park to working with their hands tied behind their back. He related that he had also been a part of the maintenance efforts at Beale Park in the past, adding that the SRA was solely responsible for its upkeep. He continued that at Luter Sports Complex the Town of Smithfield was responsible for upkeep and maintenance. Vice Mayor Harris reported that a second reason for his support was due to the cost fees involved. He pointed out that SRA contributed \$25,000 per year through their lease agreements while the most the Smithfield Packers Football youth group had paid over the last seven year was \$3,775.00. He acknowledged that there was a great deal of money generated by the SRA to meet their obligations and contributed to the successful management of both sites. He said that to oppose giving SRA monetary relief so that they may go about their business and use some of the money to upgrade Beale Park seemed counterintuitive to him.

Councilwoman Butler told Vice Mayor Harris that she appreciated his statement. She pointed out that it had been the SRA's decision to contribute the amount of \$300,000.00 to the building of Luter Sports Complex by selling Beale Park, but then the SRA decided not to go through with the sale of Beale Park. She said that the Town then advertised the \$300,000.00 over a 10 year period of time with no interest. She continued that the contract was for SRA to pay \$30,000 per year for their debt and SRA agreed to pay \$25,000 per season to have right of first refusal at the Luter Sports Complex. She emphasized that the decision had been the SRA's. Councilwoman Butler recognized that the organization was working hard; however, it had been a financial decision that they felt that they could handle. She said that the amount paid by Smithfield Youth Packers was decided on by agreement between the Town and the Smithfield Packers. She said the situation could not be compared as apples to apples since both contracts had been negotiated separately by the Town of Smithfield and both organizations. She said that to make it equal the Town could have told the Packers organization that they needed to pay \$25,000 per year, but that was not the stance that the Town had taken. Councilwoman Butler reported that she was aware that the Smithfield Packers organization was behind in making their payment for 2024; however, both entities were abiding by the contracts that were agreed to by the Town of Smithfield and their respective organizations. She concluded that comparing what each had paid in was unfair.

Councilman Bowman stated that considering the issue from a maintenance standpoint was an unfair comparison as far what the Town was keeping up at the sports complex.

Councilwoman Butler stated that she agreed with that statement.

Councilman Bowman asserted that he did not want to enter into a divisive comparison between the Smithfield Packers versus the SRA. He questioned that since the conversation had steered that direction, would Councilwoman Butler think that the Smithfield Packers ought to be paying \$25,000 per year.

Councilwoman Butler stated that they could not make the comparison as that was not the contract agreed to by the Town and the Packers organization. She noted that the maintenance of both organizations was written in their contract with the Town never having asked the Packers to maintain their own field. She said that based on the information in their lease agreement, the Town would maintain their fields. Councilwoman Butler advised that if the Town no longer wanted to continue with those terms, then the contract would need to be renegotiated. She said that she did not want to be divisive about the subject either, adding that no one on the Council felt as sensitive about the subject as she did. She said that she would not change her mind on the subject.

Councilman Bowman gave the reminder that there was a motion and second on the floor, and recommended that the question be called.

Councilman Cutler observed that there was higher usage frequency in baseball than in football. He recommended the Council not take action on the issue currently, but take some more time to consider it as it was clearly a divisive subject. He added that there was no urgency attached to the decision.

Councilwoman Bebermeyer agreed and said that she was not ready to vote on the subject.

Councilman Bowman said that the appropriate action would be to make a substitute motion.

Mayor Smith asked Councilman Bowman if he would like to amend his motion.

Councilman Bowman said that he would not, but a substitute motion could be made if they wanted to make one.

The Town Attorney said that Councilman Bowman's recommendation had been correct. He stated that based on what he was hearing the substitute motion would be to table the matter until the next committee meeting, however it would be the Council's motion to make.

Councilman Cutler made a substitute motion to table the matter to allow for further discussion at the Committee Meeting.

Councilwoman Bebermeyer seconded the motion.

The Town Attorney clarified that the Council must vote on the substitute motion first.

The Town Manager asked what Committee Councilman Cutler was recommending that the matter be sent to for further discussion.

Councilman Cutler recommended that it be sent to the Parks and Recreation Committee.

The Town Attorney gave the reminder that though the matter would be sent to one committee, all of the Council members would be present and able to participate.

Councilman Cutler offered that the Committee may want to meet and review additional resources related to the subject.

The Town Attorney observed that if the three Committee members were to meet prior to scheduled Committee meeting then they would need to contact the Town Manager and give appropriate notice.

Vice Mayor Harris asked for confirmation that the original contract with the SRA was for the use of five fields and not four.

The Town Manager stated that was correct, and there were only four fields that were actually finished. He said that the fifth field had been graded, but was not built out and that area was currently what the Smithfield Youth Packers utilized for a practice field. He noted that the area was called out for use for future expansion.

Vice Mayor Harris pointed out that the original contract had not been met by the Town over the years.

The Town Manager reported that in the contract the fifth field area was noted as not having been finished, and he was not aware of the SRA ever having used it currently.

Councilwoman Butler asked if Town Staff could shed light on the committee that had just met and the draft of what they were looking for the Sports Complex's updated appearance to be.

The Town Manager stated that the committee that Councilwoman Butler was referring to was in relation to the master plan draft for potential future expansion of the Sports Complex. He stated that both organizations were provided a copy of the draft so that they may give Town Staff their input. He said that included in the draft there was a possible T-ball field placed on the graded fifth field area as well as the conceptual plan for a potential baseball complex that the Town would retain rights to that they could then rent out as a tournament facility. He added that they had looked at the possibility of trying to squeeze in an additional football facility, but due to space limitations they were only able to configure a 50-yard flag football field. He explained that a full 100-yard football field could only be fitted if there were no end zones included. The Town Manager noted that the plan was still a work in progress, and the bulk of the project was for the Town's use for tournaments. He said that there was also additional parking included in the plan that would be beneficial for both programs. He reported that there was no funding identified for the conceptual build out, but was work that was started in order to see what could possibly be done at the site.

Councilman Cutler stated that maybe they should consider using the \$129,000 to complete the baseball complex or other upgrades to the sports facilities. He repeated his substitute motion.

Councilwoman Bebermeyer confirmed her second of the motion remained.

Mayor Smith called for the vote. Seven members were on call for the vote. Councilman Cutler voted aye, Councilman Bowman voted nay, Councilwoman Butler voted aye, Councilman Brooks voted nay, Vice Mayor Harris voted nay, Councilwoman Bebermeyer voted aye, and Mayor Smith voted nay. The motion failed to pass with a 3/4 vote.

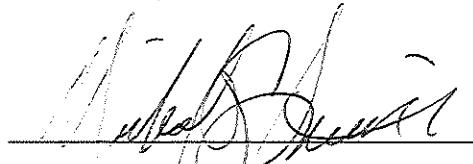
Mayor Smith asked Councilman Bowman if he would like to repeat his original motion.

Councilman Bowman repeated his original motion to allocate \$60,000 of the \$129,000 from the Interest Earned on the \$6,000,000 donation from Mr. Luter that was Returned to SRA to pay down their debt service to the Town.

Mayor Smith confirmed the original second to the motion was made by Vice Mayor Harris and called for the vote. Seven members were on call for the vote. Councilman Cutler voted nay, Councilman Bowman voted aye, Councilwoman Butler voted nay, Councilman Brooks voted nay, Vice Mayor Harris voted aye, Councilwoman Bebermeyer voted nay, and Mayor Smith voted aye. The motion failed to pass with a 3/4 vote.

Mayor Smith stated that the matter could be further discussed during Committee Meetings. He stated that they had heard some good ideas and he looked forward to further discussion during the Parks and Recreation Committee.

The meeting adjourned at 7:45 pm.



Michael Smith - Mayor



Lesley King - Town Clerk