



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

Jim Freeman, Interim Town Manager

Finance Director

Greg Siler

Town Clerk

Shannan Williams

## Town Council

## Agenda

## Packet

Meeting Date: Tuesday, March 1, 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 MARCH 1, 2016  
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

**Presentations:**

Page

1. **2015 Smithfield Police Department's Officer of the Year – Richard Conerly**  
(Chief of Police – Mike Scott) See attached information.....1

**Public Hearings:**

1. **RZ-16-01 Royal Property:** The applicant is requesting to rezone approximately a .18 acre tract of land from the R-8 (Residential) zoning district to the B-3 (Highway Entrance Business) zoning district. The property considered for rezoning is located on the east side of Waddel Drive approximately 120 feet north of its intersection with North Brightleaf Boulevard. The property is further identified as Johnston County Tax ID# 15005031.  
(Planning Director – Paul Emblar) See attached information.....3
2. **CUP-16-02 Run Right Auto:** The applicant is requesting a conditional use permit to allow an outdoor storage yard of automobiles designed to accommodate 16 vehicles located within a B-3 (Highway Entrance Business ) zoning district. The property considered for approval is located on the south side of Whitley Farm Road approximately 5200 feet southwest of its intersection with Brogden Road. The property is further identified as Johnston County Tax ID# 15K11026H.  
(Planning Director – Paul Emblar) See attached information.....27
3. **Financing of multiple Water and Sewer Projects and to allow citizen input on an application to the Local Government Commission for the financing of these projects and approval of Resolution # 577 (04-2016).**  
(Finance Director – Greg Siler) See attached information.....55

Citizens Comments:

Consent Agenda Items:

1. Approval of **Minutes**: January 26, 2016 – Special Meeting  
 January 26, 2016 – Closed Session (Under Separate Cover)  
 February 2, 2016 – Regular Meeting  
 February 2, 2016 – Closed Session (Under Separate Cover)  
 February 17, 2016 – Closed Session (Under Separate Cover)  
 February 22, 2016 –Closed Session (Under Separate Cover).....63
  
2. Bid award and purchase approval of **three squad cars from the low bid offered by Deacon Jones in the amount of \$ 24,200 per vehicle**. This was approved in the FY 2015-2016 budget.  
 (Chief of Police – Michael Scott) See attached information.....77
  
3. Bid Award and purchase approval of a **2016 Ford F550 Dump truck from the low bid offered by Deacons Jones, Inc. Goldsboro in the amount of \$ 63,268.90**. This was approved in the FY 2015-2016 budget.  
 (Public Works Director – Lenny Branch) See attached information.....89
  
4. **Bid Award and contract approval for the 2015-2016 5street Resurfacing Project**.  
 (Public Works Director – Lenny Branch) See attached information.....97
  
5. Consideration and Approval of a **Pole Attachment agreement with Fiber Technologies Network LLC and the Town of Smithfield**  
 (Interim Public Utilities Director – Pete Connet) See attached information.....99
  
6. Consideration of Award of bid to **Process Wastewater Technologies (PW Tech) for the purchase and start-up of Dewatering Screw Press Equipment , per the Specifications for this project, in the amount of \$200,000.00**, to dewater the waste material at the Smithfield Water Treatment Plant before disposal.  
 (Interim Public Utilities Director – Pete Connet) See attached information.....129
  
7. **Consideration and approval of various FY 2015-2016 Budget Amendments**  
 (Finance Director – Greg Siler) See attached information.....133
  
8. Consideration and Approval of **Resolution # 578 (05-2016)** Authorizing the disposition of certain surplus property and auctioning of that property by the electronic auction service of GovDeals.com.  
 (Town Clerk – Shannan Williams) See attached information.....137
  
9. **Advisory Board/ Committee Appointments**
  - a. **Carolyn Ennis** has submitted an application for consideration to be reappointed to serve a fourth term on the Library Board of Trustees.
  
  - b. **Terri Lee** has submitted an application for consideration to be reappointed to serve a second term on the Library Board of Trustees.  
 (Town Clerk – Shannan Williams) See attached information.....143

**10. North Carolina Eastern Municipal Power Agency Board of Commissioners Appointment:** Consideration and approval to endorse the appointment of Public Utilities Director Ted Credle to serve as First Alternate Commissioner representing the Town of Smithfield.  
(Interim Public Utilities Director – Pete Connet) See attached information.....151

**11. New Hire Report** (Human Resources Director – Tim Kerigan) See attached information.....153

**Business Items**

**1. Internet Purchase Exchange Zone**  
(Chief of Police – Michael Scott) See attached information.....155

**2. Consideration of Award of bid to S & C Electric Company** for the purchase of 1 circuit switcher in the amount of \$89,521.00 as part of the second transformer project at the Brogden Road Substation.  
(Interim Public Utilities Director – Pete Connet) See attached information.....167

**3. Downtown Revitalization State Grant Application Funds**  
(Interim Town Manager – Jim Freeman) See attached information.....183

**Councilmember’s Comments**

**Town Manager’s Report**

- Financial Report (See attached information).....199
- Department Reports (See attached information).....203
- Manager’s Report

**Closed Session:** Pursuant to NCGS 143-318.11 (a) (6) to discuss Town Manager candidates.

**Adjourn**

# Presentation

**Town of Smithfield  
Town Council  
Action Form**

**Item: Recognition**

**Date of Meeting:** March 01, 2016

**Date Prepared:** February 09, 2016

**Staff Work By:** Chief Michael L. Scott

**Presentation:** Town Manager's Discretion

**Presentation:**

The police department recognizes one officer annually as "Officer of the Year." This employee is nominated by secret ballot, completed by every member of the police department. The officer receiving the most votes is then reviewed by a recognition committee consisting of four lieutenants and the Patrol Commander. The committee then makes a recommendation for Officer of the Year to the Police Chief, who has the final say as to this award. The Officer of the Year for the Smithfield Police Department, 2015 is Officer Rick Conerly. This is Officer Conerly's second time to receive this award.

**Action Requested:**

Officer Conerly is a member of Patrol Team "D". Officer Conerly has been extremely dedicated to the department and its mission during 2015. Officer Conerly often gives freely of his personal time to attend recognition announcements for new hires, as well as other officers. He has served as an acting sergeant on his squad, while also training several probationary officers through the department's field training program. He is also one of the two certified Drug Recognition Experts (DRE) who are members of the Smithfield Police Department. It is requested he be issued a plaque identifying him as the 2015 Police Officer of the Year and have his name placed on the annual plaque in the lobby of the police department, proclaiming him as the 2015 Smithfield Police Officer of the Year.



# Public Hearings





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

**STAFF REPORT**

**Application Number:** RZ-16-01  
**Project Name:** Royal Property  
**TAX ID number:** 15005031  
**Town Limits / ETJ:** Within Smithfield Corporate Limits  
**Applicant:** Michael L. McLamb  
**Owners:** John D. Royal  
**Agents:** none  
**Neighborhood Meeting:** none

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**PROJECT LOCATION:** East side of Waddel Drive approximately 120 feet north of its intersection with North Brightleaf Boulevard.

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**REQUEST:** Rezone approximately .18 acre tract of land from the R-8 (Residential) zoning district to the B-3 (Highway Entrance Business) zoning district

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**SITE DATA:**

**Acreage:** .18 acres  
**Present Zoning:** R-8 (Residential)  
**Proposed Zoning:** B-3 (Highway Entrance Business)  
**Existing Use:** Residential  
**Proposed Use:** N/A

**DEVELOPMENT DATA:**

**Proposed Use:** N/A - All uses permitted with in the B-3 (Highway Entrance Business) zoning district may be considered for future site plan approval.

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**ENVIRONMENTAL:** The property considered for a rezoning does not appear to contain environmentally sensitive areas such as regulated streams or designated wetlands.

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**ADJACENT ZONING AND LAND USES:**

North:	Zoning:	R-8 (Residential)
	Existing Use:	Single Family Dwelling
South:	Zoning:	B-3 (Business Entrance Business)
	Existing Use:	Sun Auto Wash
East:	Zoning:	B-3 (Business Entrance Business)
	Existing Use:	Sun Auto Wash
West:	Zoning:	R-8 (Residential)
	Existing Use:	Single Family Dwelling

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**STAFF ANALYSIS AND COMMENTARY:**

The property considered for rezoning is currently being used for residential purposes. The property contains one single family dwelling and one accessory structure. The property is served with city water and sewer located within the right-of-way of Waddel Drive.

**Consistency with the Strategic Growth Plan**

The proposed rezoning to B-3 (Highway Entrance Business) zoning district is not consistent with the Strategic Growth Plan which recommends the property be utilized for high density residential development and office and Institutional land uses. However the property is adjacent to an existing B-3 (Highway Entrance Business) zoning district and the proposed rezoning is a logical extension of this district.

o **Consistency with the Unified Development Code**

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

o **Compatibility with Surrounding Land Uses**

The property considered for a rezoning is fronting on a residential street but is immediately adjacent to property fronting on Brightleaf Boulevard which is zoned B-3 (Highway Entrance Business). Rezoning this property from a residential zoning district to a commercial zoning district will not create compatibility issues with the adjacent residential uses to the north provided that adequate buffers are installed as part of any future site development plan to include landscaping, fencing, earthen berm or any combination thereof.

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**OTHER:**

FIRE PROTECTION:	The Town of Smithfield will provide fire protection.
SCHOOL IMPACTS:	NA
PARKS AND RECREATION:	NA

ACCESS/STREETS: Approximately 65 feet or road frontage along Waddel Drive.

WATER/SEWER PROVIDER: Town water and sewer services are available within the right-of-way of Waddel Drive.

ELECTRIC PROVIDER: Town of Smithfield

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**FINDINGS:**

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

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**Planning Department Recommendations:** The Planning Department recommends approval of the request to rezone approximately .18 acres of land from the R-8 (Residential) zoning district to B-3 (Highway Entrance Business) zoning district.

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**Planning Board Action Requested:** The Planning Board, at its February 4, 2016 meeting, unanimously voted to recommend approval of the request to rezone approximately .18 acres of land from the R-8 (Residential) zoning district to B-3 (Highway Entrance Business) zoning district.

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**Town Council Action Requested:** The Smithfield Town Council is requested to review the petition and make a decision in accordance with the approval criteria for a rezoning petition of approximately .18 acres of land from the R-8 (Residential) zoning district to B-3 (Highway Entrance Business) zoning district.



**Town of Smithfield**  
**Rezoning Permit Application**  
**Approval Criteria**

**Application No. RZ-16-01 Name: Royal Property**

**Request: Zoning reclassification from R-8 (Residential) to B-3 (Business)**

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

The Council has the responsibility to determine if the zoning map amendment is warranted. The Town Council of the Town of Smithfield shall decide the matter of this rezoning application by motion and vote on each of the following eight findings of fact. Any motion to find against the application must be supported by statement of specific reason or conclusions reached in support of the motion.

**1. Finding One of Eight:**

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

Circle One

A. Agree

The rezoning request from a Residential zoning district to a Business zoning district meets all the Town's plans and policies and will blend in well with the adjacent land uses. The Comprehensive Land Use Plan directly indicates the subject property is adjacent to properties identified as best suited for commercial land uses.

B. Disagree

It is unlikely an argument opposing the rezoning would be valid given the existing use (single Family Dwelling) is a permitted within the requested B-3 (Business) zoning district and the Comprehensive Land Use Plan recommends the property be zoned for Commercial land uses.

1 of 5  
RZ-16-01

## 2. Finding Two of Eight

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

Circle One

A. Agree

Although no know compatibility issues with adjacent land uses have occurred in the past, rezoning the property to the B-3 (Business) zoning district will allow for wider range of land uses to include professional offices, retail sales, and car washes.

B. Disagree

Although no know compatibility issues with adjacent land uses have occurred in the past, rezoning the property to the B-3 (Business) zoning district will allow commercial development to encroach into an existing single family dwelling neighborhood.

## 3. Finding Three of Eight

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

Circle One

A. Agree

Rezoning petition is compatible with the changing neighborhood conditions that might warrant a rezoning because the North Bright Leaf Boulevard corridor is a heavily traveled corridor considered ideal for intense commercial endeavors. Most of the lots that existed from many years ago were very small and it is not uncommon for multiple lots to be rezoned and recombined into larger lots to accommodate modern commercial endeavors.

B. Disagree

The rezoning petition is NOT compatible with the changing neighborhood conditions that might warrant a rezoning because the rezoning request is creating development pressure on an existing residential neighborhood.

## 4. Finding Four of Eight

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

2 of 5

RZ-16-01

A. Agree

The rezoning will allow for a wider range of commercial and office uses and provide additional office space and services for the residents of Smithfield. The development that will occur from the rezoning will increase the tax base as an additional benefit.

B. Disagree

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

**5. Finding Five of Eight**

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

A. Agree

Since adjacent nearby properties are presently zoned B-3 (Business) then it is unlikely an argument could be made for "spot zoning" or "small scale" zoning.

B. Disagree

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

**6. Finding Six of Eight**

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

A. Agree

The property is currently zoned R-8 (Residential). The R-8 zoning district allows for single family dwellings and rezoning the property to B-3 (Business) will not create a nonconformity since single family dwellings are permitted in the B-3 (Business) zoning district as well. However, additional office and commercial uses such as those permitted in the B-3 (Business) zoning district cannot occur unless the property is rezoned.

B. Disagree

There are limited considerations for residential development in the B-3 (Business) zoning district. These residential uses should be pursued in more depth prior to rezoning to commercial.

**7. Finding Seven of Eight**

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

A. Agree

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

B Disagree

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

### **8. Finding Eight of Eight**

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

A. Agree

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

B. Disagree

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

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

**Motion to Approve:** Based upon satisfactory compliance with the above stated eight findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative I move to approve the Rezoning Petition RZ-16-01.

**Motion to Deny:** Based upon the failure to adequately address all of the above stated eight findings and for the reasons stated therein, I move to deny the Rezoning Petition RZ-16-01.

### **10. Record of Decision:**

4 of 5

RZ-16-01



Based on a motion and majority vote of the Town of Smithfield Town Council, Rezoning Petition RZ-16-01 is hereby:

Check one

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

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\_\_\_\_\_

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

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

M. Andy Moore, Mayor

Attest:

\_\_\_\_\_

Shannan L. Williams, Town Clerk



**Planning Board Report for**  
**RZ-16-01**  
**Royal Property**

**RZ-16-01 Royal Property:** Mr. Foy opened the public hearing.

Mr. Helmer stated the applicant is requesting to rezone approximately a .18 acre tract of land from R-8 (Residential) zoning district to the B-3 (Highway Entrance Business) zoning district. The property considered for rezoning is located on the east side of Waddel Drive approximately 120 feet north of its intersection with North Bright Leaf Boulevard. The property is further identified as Johnston County Tax ID# 15005031.

Mr. Helmer stated all uses within the B-3 (Highway Entrance Business) zoning district may be considered for future site plan approval. The property considered for rezoning does not appear to contain environmentally sensitive areas such as regulated streams or designated wetlands. The property is currently being used for residential purposes. The property contains one single family dwelling and one accessory structure. The property is served with city water and sewer located within the right-of-way of Waddel Drive. The rezoning to B-3 (Highway Entrance Business) zoning district is not consistent with the Strategic Growth Plan which recommends the property be utilized for high density residential development and office and institutional land uses. However the property is adjacent to an existing B-3 (Highway Entrance Business) zoning district and the proposed rezoning is a logical extension of this district. The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance (UDO) provided that all proposed future land uses and developments are constructed in accordance with minimum development standards.

Mr. Helmer stated the property considered for a rezoning is fronting on a residential street but is immediately adjacent to property fronting on Bright Leaf Boulevard which is zoned B-3 (Highway Entrance Business). Rezoning this property from a residential zoning district to a commercial zoning district will not create compatibility issues with the adjacent residential uses to the north provided that adequate buffers are installed as part of any future site development plan to include landscaping, fencing, earthen berm or any combination thereof. The Town of Smithfield will provide fire protection as well as water/sewer, and electric services.

Mr. Helmer stated the Planning Department recommends approval of the request to rezone approximately .18 acres of land from the R-8 (Residential) zoning district to B-3 (Highway Entrance Business) zoning district.

The Planning Board is requested to review the rezoning proposal and make a recommendation to Town Council in accordance with the approval criteria for a rezoning request.

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

Mark Lane asked if the applicant was buying or renting the property.

Mr. Helmer stated it was in consequential but that may be a question best answered by the applicant.

Mark Lane asked if this property was to be changed to B-3, would it stay changed.

Mr. Helmer stated the zoning would remain as rezoned but the structure could continue to be used for residential purposes. If the applicant changed the use of the structure to commercial then revert back to a residential use, a conditional use permit would be required given that it would be a B-3 (Highway Entrance Business) zoning district.

Mike McLamb, of Four Oaks, stated he is the applicant for the proposed project and owns Sun Auto Wash. He stated the purpose in purchasing this property and having it rezoned is to create an area suitable for expansion on his existing business. His intention is to tear down the residential building structure.

Daniel Sanders asked if there were any concerns from adjacent property owners.

Mr. Helmer stated he was not aware of any and no one is present to give sworn testimony.

Stephen Upton stated that due to the condition of the residential structure, having it torn down would add benefit the surrounding properties and area in general.

Mr. Foy closed the public meeting for RZ-16-01.

Stephen Upton made a motion, seconded by Jack Matthews, to move to the Finding of Fact.

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

The governing body has the responsibility to determine if the zoning map amendment is warranted. The Planning Board shall recommend and the Town Council of the Town of Smithfield shall decide the matter of this rezoning application by motion and vote on each of the following eight findings of fact. Any motion to find against the application must be supported by statement of specific reason or conclusions reached in support of the motion.

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

The rezoning request from a residential zoning district to a commercial zoning district meets all of the Town's plans and policies and will blend in well with the adjacent land uses. The Comprehensive Land Use Plan directly indicates the subject property is adjacent to land identified as best suited for commercial land uses.

*All members stated true.*

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

Although no known compatibility issues with adjacent land uses have occurred in the past, rezoning the property to the B-3 (Business) zoning district will allow for wider range of land uses to include professional offices, retail sales, and car washes.

All members stated true.

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

Rezoning petition is compatible with the changing neighborhood conditions that might warrant a rezoning because the North Bright Leaf Boulevard corridor is a heavily traveled corridor considered ideal for intense commercial endeavors. Most of the lots that existed from many years ago were very small and it is not uncommon for multiple lots to be rezoned and recombined into larger lots to accommodate modern commercial endeavors.

All members stated true.

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

The rezoning will allow for a wider range of commercial and office uses and provide additional office space and services for the residents of Smithfield. The development that will occur from the rezoning will increase the tax base as an additional benefit.

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

Since adjacent nearby properties are presently zoned B-3 (Business) then it is unlikely an argument could be made for "spot zoning" or "small scale" zoning.

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

The property is currently zoned R-8 (Residential). The R-8 zoning district allows for single family dwellings and rezoning the property to B-3 (Business) will not create a nonconformity since single family dwellings are permitted in the B-3 (Business) zoning district as well. However, additional office and commercial uses such as those permitted in the B-3 (Business) zoning district cannot occur unless the property is rezoned.

All members stated true.

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

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

*All members stated true.*

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

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

*All members stated true.*

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;

**Stephen Upton made a motion, seconded by Ashley Spain to recommend approval requesting a to rezone approximately .18 acre tract of land from the R-8 (Residential) zoning district to the B-3 (Highway Entrance Business) zoning district. Unanimous**

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

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Mr. Eddie Foy, Planning Board Chairman

ATTEST

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Mark E. Helmer, AICP, CZO  
Senior Planner



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

## REZONING APPLICATION

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

Name of Project: Royal Property      Acreage of Property: 0.18 Acres  
 Parcel ID Number: 15005031      Tax ID: 4233934  
 Deed Book: 4381      Deed Page(s): 885  
 Address: 41 Waddell Drive  
 Location: North Side Waddell Drive., Joining Sun Auto Wash

Existing Use: Residential      Proposed Use: Commercial  
 Existing Zoning District: R-8  
 Requested Zoning District: B-3  
 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: R2-16-07      Date Received: 7/4/16      Amount Paid: \$300.00

**OWNER INFORMATION:**

Name: John D. Royal

Mailing Address: 5809 Pointer Dr., Apt "C", Raleigh NC 27609

Phone Number: 919-981-5680 Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**APPLICANT INFORMATION:**

Applicant: Michael L. McLamb

Mailing Address: 100 Mariah Dr., Four Oaks, NC 27524

Phone Number: 919-801-4629 Fax: 919-989-6876

Contact Person: Mike McLamb

Email Address: mlmclamb@msn.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:*

- A map with metes and bounds description of the property proposed for reclassification.
- A list of adjacent property owners.
- A statement of justification.
- Other applicable documentation: \_\_\_\_\_

**STATEMENT OF JUSTIFICATION**

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

Property joins Sun Auto Wash which is zoned B-3. The highest and best use for this property is commercial.

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**REQUIRED FINDINGS OF FACT**

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

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

The rezoning of this property to B-3 will be an expansion of the adjoining B-3 zoned area.

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

The property North and East is currently zoned B-3. The area along North Brightleaf Blvd. is developed as commercial.

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

The existing property along the Brightleaf Blvd. corridor have been consistently rezoned to commercial.

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

This rezoning allows for the growth of the town's tax base.

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

The rezoning is an extension of the joining property's existing B-3 zoning.

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

The present regulations do not allow the property to be developed to it's highest and best use.

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

The property is located within the town's city limits and all public services are available.

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

The size and location of the property does not allow for adequate development under current regulations.

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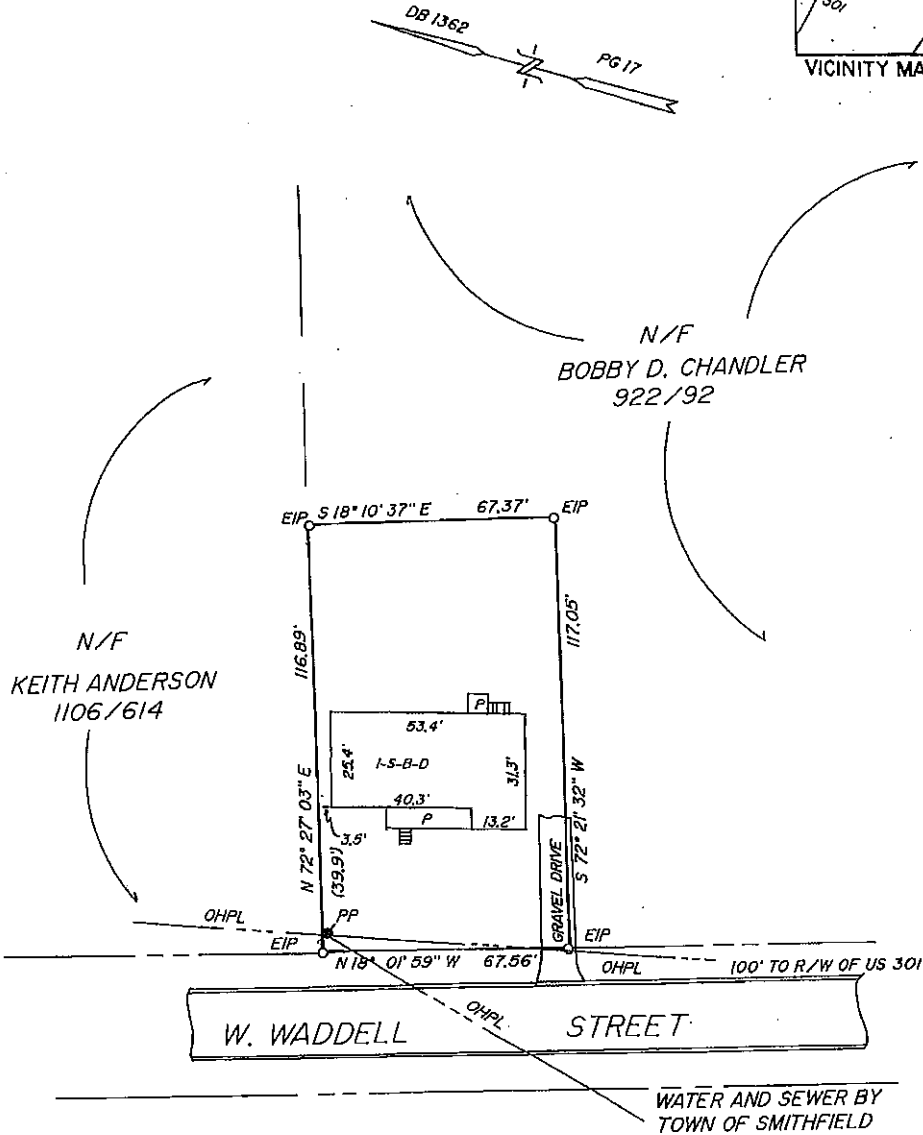
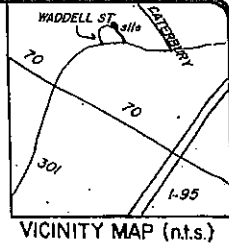
**APPLICANT AFFIDAVIT**

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

Michael L McLamb  
Print Name

  
Signature of Applicant

2/6/13  
Date



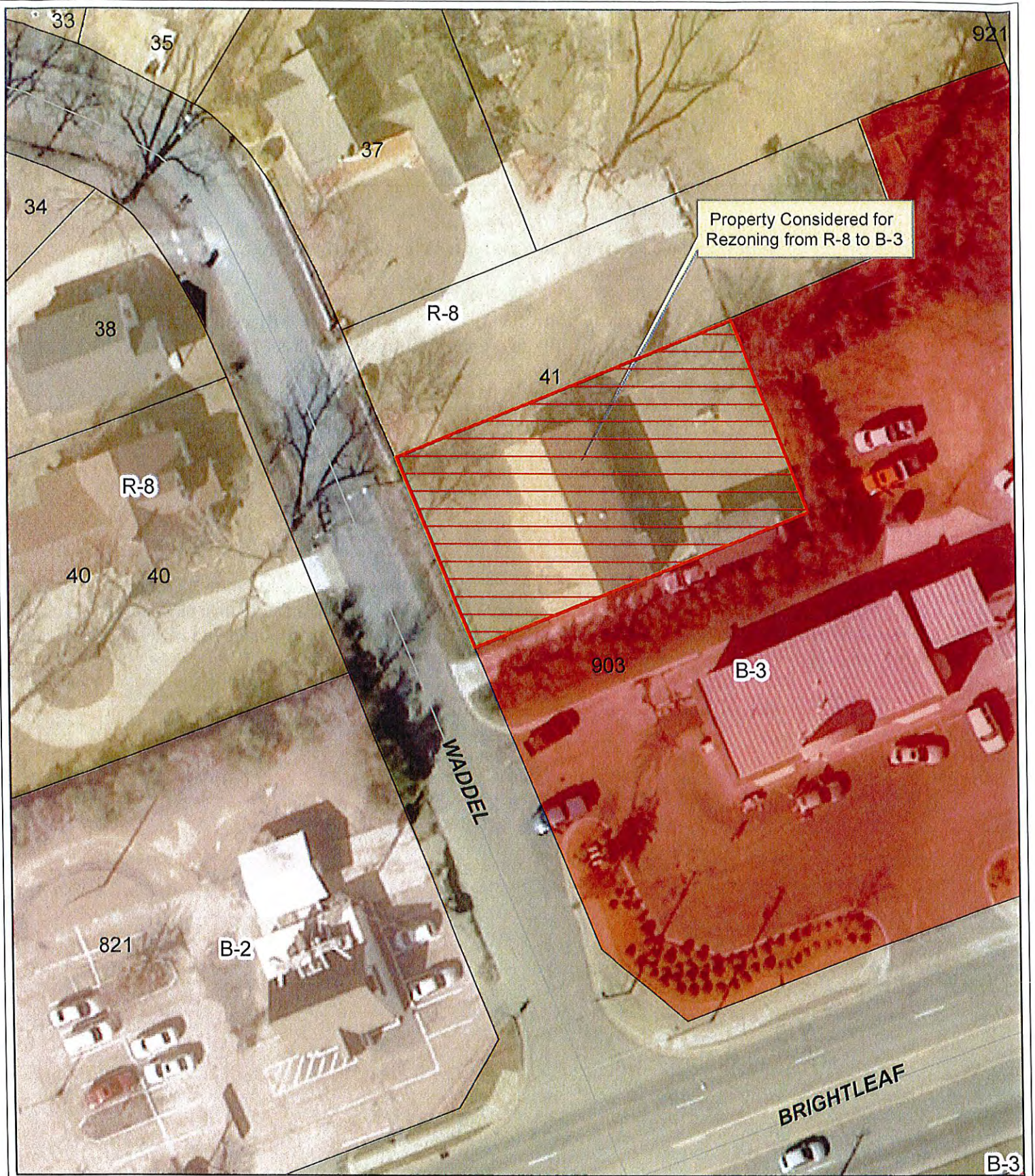
7,891 S.F.  
0.181 ACRES



41' W. WADDELL DRIVE, SMITHFIELD  
SURVEY FOR: R2-16-01

ZONING		RECORDED REFERENCE DB 1362, PG 17		DATE	8/30/94	
AVG. GRD. ELEV.	F.I.R.M. ZONE	PANEL NO.		FILE NO.	94-593	
FB/Pg 36	PH. NO.	CADD FILE		SCALE	1"=40'	
I, JIMMY C. BARBOUR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE ERROR OF CLOSURE AS CALLED FOR IN THE BEARINGS AND DEPARTMENTS IS LESS THAN THAT THE BOUNDARIES AS SHOWN ARE SHOWN AS PROVED BY THE RECORDS AS NOTED.				DRAWN	KMG	
				CHECKED	JCB	
				AS RECORDED IN: DEED BOOK 1362, PAGE 17		
SMITHFIELD		TOWNSHIP	JOHNSTON	COUNTY	NORTH CAROLINA	
<b>BARBOUR LAND SURVEYING</b>						
WITNESS MY HAND AND SEAL THIS 30th DAY OF AUGUST 1994			 JIMMY C. BARBOUR, R.L.S. 213 S. 2ND ST. P.O. BOX 28 SMITHFIELD, N.C. 27577 (910) 989-6642			
 R.L.S. Jimmy C Barbour L-2855						

Triangle Reprographics (919) 878-5500 75014 Form 11235



Vicinity Map for:  
 RZ-16-01  
 Applicant:  
 Royal Property

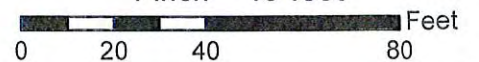


Map Created by The  
 Town of Smithfield  
 Geographic Information Services

N



1 inch = 40 feet





PLANNING DEPARTMENT  
Paul C. Embler, Jr., Director

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, RZ-16-01, were notified by First Class Mail on 2-16-16.


  
\_\_\_\_\_  
Signature

Johnston County, North Carolina

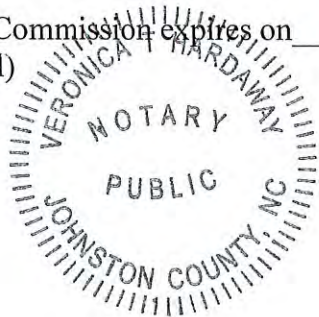
I, Veronica T. Hardaway, a Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

16th day of February, 2016

  
\_\_\_\_\_  
Notary Public Signature

  
\_\_\_\_\_  
Notary Public Name

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



Adjacent Property Owners of

RZ-16-01

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15005041	260413-03-5247	MOHAMED & SONS INC	PO BOX 1236	SMITHFIELD	NC	27577
15005029	260413-03-7539	ANDERSON, KEITH	P O BOX 274	SMITHFIELD	NC	27577-0274
15005030	260413-03-8503	ANDERSON, KEITH	P O BOX 274	SMITHFIELD	NC	27577-0274
15005042	260413-03-5482	SELLERS, EULA LEE	40 WEST WADDELL DRIVE	SMITHFIELD	NC	27577
15005042	260413-03-5482	SELLERS, EULA LEE	40 WEST WADDELL DRIVE	SMITHFIELD	NC	27577
15005043	260413-03-6542	L M R RENTAL	201 S BRIGHTLEAF BLVD SUITE 5	SMITHFIELD	NC	27577
15005054	260413-03-8730	ANDERSON, KEITH	P O BOX 274	SMITHFIELD	NC	27577-0274
15005031A	260413-03-9422	SUN AUTO WASH LLC	PO BOX 447	SMITHFIELD	NC	27577
15005031	260413-03-8418	ROYAL, JOHN D	901 BLOUNT ST	SMITHFIELD	NC	27577







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-16-02  
**Project Name:** Run Right Auto  
**TAX ID number:** 15K11026H  
**Town Limits/ETJ:** ETJ  
**Applicant:** Mohammad Purmul  
**Owners:** Mohammad Purmul  
**Agents:** N/A

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**PROJECT LOCATION:** The south side of Whitley Farm Road approximately 5200 feet southwest of its intersection with Brogden Road.

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**REQUEST:** The applicant is requesting a conditional use permit to allow an outdoor storage yard of automobiles designed to accommodate 16 vehicles and located within a B-3 (Highway Entrance Business) zoning district.

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### SITE DATA:

**Acreage:** 1.9 acres  
**Present Zoning:** B-3 (Highway Entrance Business)  
**Proposed Zoning:** N/A  
**Existing Use / Previous:** Automotive repair shop / undeveloped.

### DEVELOPMENT DATA:

**Proposed Use:** Automobile storage lot

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**ENVIRONMENTAL:** The southwest property is the centerline of a regulated stream with an existing 50 foot undisturbed riparian buffer.

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**ADJACENT ZONING AND LAND USES:**

North:	Zoning:	LI (Light Industrial)
	Existing Use:	Flanders Filter
South:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	Residential-Agricultural
East:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	Residential-Agricultural
West:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	Residential-Agricultural

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**STAFF ANALYSIS AND COMMENTARY:** Run Right Auto received administrative site plan approval on February 21, 2014 with the condition that no outdoor storage was permitted. The applicant is now requesting a conditional use permit to allow for outdoor storage. The applicant has submitted a revised site plan showing a paved and screened parking lot designed to accommodate 16 automobiles.

- **Consistency with the Strategic Growth Plan**

Outdoor storage is consistent with the Comprehensive Land Use Plan and permitted at most locations providing screening requirements are met.

- **Consistency with the Unified Development Code**

Outdoor storage is a permitted use within the B-3 (Highway Entrance Business) zoning district with a valid conditional use permit. The applicant has submitted a preliminary site plan that shows all applicable screening requirements being met.

- **Compatibility with Surrounding Land Uses**

Outdoor storage at this location will not pose a compatibility issue with surrounding land uses due to the screening requirements of the Unified Development Ordinance being met.

- **Signs**

Signs permits have been issued for this site and no additional signs are requested or permitted

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**OTHER:**

FIRE PROTECTION: Town of Smithfield

SCHOOL IMPACTS: NA

PARKS AND RECREATION: NA

ACCESS/STREETS: Whitley Farm Road

WATER/SEWER PROVIDER: Johnston County / Town of Smithfield allocation

ELECTRIC PROVIDER: Duke Progress Energy

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**Planning Department Recommendations:**

The Planning Department recommends approval of the proposed storage yard of automobiles providing that all parking spaces are paved and screening of the storage yard is installed in accordance with the minimum developments standards of the Town of Smithfield Unified Development Ordinance.

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**Planning Board Recommendations:**

The Planning Board at its February 4, 2016 meeting, unanimously voted to recommend approval of the petition for an automobile storage lot on property located within the B-3 (Highway Entrance Business)

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**Town Council Action Requested:**

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

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

**Application Number:** CUP-16-02    **Name:** Run Right Auto

**Request:** Applicant seeks a CUP for an outdoor storage yard of automobiles designed to accommodate 16 vehicles

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 automobile storage 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.

**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 automobile storage lot at this location will materially endanger the public where shown because the site is adjacent to a major corridor entering the city. The proposed screening will not be adequate and will cause adverse impacts on adjacent land uses.

**2. Finding Two of Four**

Circle One

**A. Approval:**

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

The proposed automobile storage lot at this location conforms to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances. The revised site plan shows a screened parking area designed to accommodate 16 vehicles and meets all other parking requirements of the Town of Smithfield 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 automobile storage lot at this location DOES NOT conform to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances. The previously approved plan shows a reduced buffer that will not meet minimum screening requirements for outdoor storage as required by the Town of Smithfield Unified Development Ordinance.

### 3. Finding Three of Four:

Circle One

#### A. **Approval:**

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

The proposed automobile storage 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 required landscape buffers, street yards and screening are maintained in accordance with minimum development standards and that no more than 16 automobile awaiting repair are on site at any given time and are located in the designated parking area.

#### 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 automobile storage lot at this location will substantially injure the value of adjoining or abutting property and will be detrimental to the use or development of adjacent properties or other neighborhood uses because an outdoor storage lot of automobiles is incompatible with the surround residential and agricultural land uses.

#### 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 automobile storage 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 landscaping, lighting, paved parking and all other minimum development standards.

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

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

The proposed automobile storage lot at this location will adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development because a previously approved plan shows a reduced buffer that will not meet minimum screening requirements for outdoor storage as required by the Town of Smithfield Unified Development Ordinance.



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

**Motion to Approve:** *Based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to recommend approval of Conditional Use Permit Application # CUP-16-02*

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**Motion to Deny:** *Based upon failure to meet all of the above four stated findings and for reasons stated therein, I move to recommend denial of Conditional Use Permit Application # CUP-16-02 for the following stated reason:*

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**5. Record of Decision:**

**Based on a motion and majority vote of the Town of Smithfield Town Council Conditional Use Permit Application Number CUP-16-02 is hereby:**

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

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

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

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

**ATTEST:**

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



**Planning Board Report for**  
**CUP-16-02**  
**Run Right Auto**

**CUP-16-02 Run Right Auto:** Mr. Foy opened the public hearing.

(Excerpt from draft minutes)

Mr. Helmer stated the applicant is requesting a conditional use permit to allow an outdoor storage yard of automobiles designed to accommodate 16 vehicles and located within a B-3 (Highway Entrance Business) zoning district. The property considered for approval is located on the south side of Whitley Farm Road approximately 5200 feet southwest of its intersection with Brogden Road. The property is further identified as Johnston County Tax ID# 15K11026H.

Mr. Helmer stated the applicant is requesting a conditional use permit to allow an outdoor storage yard of automobiles designed to accommodate 16 vehicles and located within a B-3 (Highway Entrance Business) zoning district. The southwest property is the centerline of a regulated stream with an existing 50 foot undisturbed riparian buffer. Run Right Auto received administrative site plan approval on February 21, 2014 with a condition that no outdoor storage was permitted. The applicant is now requesting a conditional use permit to allow for outdoor storage. The applicant has submitted a revised site plan showing a paved and screened parking lot designed to accommodate 16 automobiles. Outdoor storage is consistent with the Comprehensive Land Use Plan and permitted at most locations providing screening requirements are met.

Mr. Helmer stated that outdoor storage is a permitted use within the B-3 (Highway Entrance Business) zoning district with a valid conditional use permit. The applicant has submitted a preliminary site plan that shows all applicable screening requirements being met. Outdoor storage at this location will not pose a compatibility issue with surrounding land uses due to screening requirements of the UDO being met. Sign permits have been issued for this site and no additional signs are requested or permitted. The Town of Smithfield will provide fire protection, Johnston County will provide water/sewer, and Duke Energy Progress will provide electric services.

Mr. Helmer stated the Planning Department recommends approval of the proposed storage yard of automobiles providing that all parking spaces are paved and screening of the storage yard is installed in accordance with the minimum development standards of the Town of Smithfield UDO.

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

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

Mark Lane asked if the property is currently in compliance with the UDO.

Mr. Helmer stated that after some time, the violations have been abated.

Ashley Spain asked if everything on the plan conforms.

Mr. Helmer stated that the applicant has submitted a revised site plan showing paved parking area in the rear for the storage of automobiles awaiting repair.

Mr. Foy asked if the storage area would include cars for sale.

Mr. Helmer stated the Mr. Purmul does not have a permit for automobile sales.

Stephen Upton asked if this storage was in the rear of the building and wanted to know if that area will be paved.

Mr. Helmer stated that the UDO defines a parking space as any space where an automobile is kept and 5 or more spaces triggers an improved dustless surface such as concrete or asphalt.

Stephen Upton stated guidelines regulating automobile parking and storage needed to be followed by all.

Mohammad Purmul, 106 Muirfield Lane, Clayton, stated he started this project about 3 years ago. It took 2 years to build the shop. When the application was submitted, he stated he had already bought a building. He stated he's been in front of the board before for the rezoning of the property. He stated Mr. Embler told him he could use gravel in the rear of the building, but now is being told he needs to have it paved. He feels as though he doesn't need to do concrete because he has about 6" of gravel and you cannot see the cars from the road. He stated he doesn't know what he's done to Mr. Helmer because he is always driving by and taking pictures of his property. He stated he doesn't know why he was told he could use gravel and spend \$3,000-\$4,000 on gravel and is now being told to do something else and every time he turns around money is coming out of his pocket. He feels he does not have to do the paving when gravel is already put down.

Mark Lane asked how long concrete has been written in the UDO.

Mr. Helmer stated that current parking standards have been in place since the UDO was adopted in 2008. Mr. Helmer stated the approved plan showed a gravel area for storage and is not identified as parking for automobiles.

Ashley Spain stated maybe there was a miscommunication between what is considered storage and what is considered parking.

Mr. Purmul agreed and stated he was in disagreement with the UDO and did not consider cars awaiting repairs as storage. Mr. Purmul also stated he did not appreciate the Town coming by his property.

Mr. Helmer stated the applicant had as many as 25 vehicles on the property and was using drive isles, customer and employee parking, handicap parking and graveled areas for the storage of automobiles awaiting repair and the site had become a major safety concern because the site was designed and constructed with only 6 parking spaces.

Ashley Spain stated he appreciated the applicant coming to the Board to get the appropriate permits required for a storage yard for automobiles.

Mark Lane asked if there have been any complaints coming from the neighbors.

Mr. Helmer stated he was not aware of any complaints from the neighbors and that no one was present to speak in opposition to the request.

Mr. Helmer stated that he consulted with Mr. Purmul early in the plan review process and recommended a conditional use permit if more than 6 vehicles in connection with the business would be stored on the property. The applicant stated an expedited process was preferred and that no more than six vehicles awaiting repair would be on the site. Mr. Helmer stated that as the reviewing planner, he routinely conducted inspection before, during and after construction noting discrepancies between what was approved and what was constructed as well as use violations. The Town Zoning Enforcement Officer began formal communication with the applicant soon after a certificate of occupancy was granted. The applicant is now requesting the Conditional Use Permit to allow for a screened automotive storage yard.

Being no further questions, Mr. Foy closed the public meeting for CUP-16-02.

Stephen Upton made a motion, seconded by Jack Matthews, to move to the Finding of Fact.

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

The governing body has the responsibility to determine if the zoning map amendment is warranted. The Planning Board shall recommend and the Town Council of the Town of Smithfield shall decide the matter of this rezoning application by motion and vote on each of the following eight findings of fact. Any motion to find against the application must be supported by statement of specific reason or conclusions reached in support of the motion.

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

The proposed automobile storage 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.

*All members stated true.*

2. *That the use meets all required conditions and specifications:*

The proposed automobile storage lot at this location conforms to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances. The revised site plan shows a screened parking area designed to accommodate 16 vehicles and meets all other parking requirements of the Town of Smithfield Unified Development Ordinance.

*All members stated true.*

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

The proposed automobile storage 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 required landscape buffers, street yards and screening are maintained in accordance with minimum development standards and that no more than 16 automobile awaiting repair are on site at any given time and are located in the designated parking area.

*All members stated true.*

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 located. The conditional use shall demonstrate conformance to the Land Use Plan or other plan in effect at the time and address impacts of the project as required by GS 160A-382(b):*

The proposed automobile storage 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 landscaping, lighting, paved parking and all other minimum development standards.

*All members stated true.*

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;

**Stephen Upton made a motion, seconded by Daniel Sanders to recommend approval requesting a conditional use permit to allow an outdoor storage lot of automobiles designed to accommodate 16 vehicles and located within a B-3 (Highway Entrance Business) zoning district.**

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

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

ATTEST

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







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: Run Right Auto      Acreage of Property: 1.89  
 Parcel ID Number: 169317-00-2895      Tax ID: 4283850  
 Deed Book: 3132      Deed Page(s): 694  
 Address: 801 Whitley Farms Rd, Smithfield, NC 27577  
 Location: On the south side of Whitley Farms Rd, +/-1.0mi from Brogden Rd

Existing Use: Auto Repair Shop      Proposed Use: Same  
 Existing Zoning District: B-3  
 Requested Zoning District: Same  
 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): Highway Overlay District

### FOR OFFICE USE ONLY

File Number: CUP-16-02      Date Received: 1/4/16      Amount Paid: \$300 <sup>CL</sup>

**OWNER INFORMATION:**

Name: Mohammad Purmul  
Mailing Address: 106 Muirfield Ln, Clayton, NC 27527  
Phone Number: 919-879-7655 Fax: \_\_\_\_\_  
Email Address: spurmul@gmail.com

**APPLICANT INFORMATION:**

Applicant: Mohammad Purmul  
Mailing Address: 106 Muirfield Ln, Clayton, NC 27527  
Phone Number: 919-879-7655 Fax: \_\_\_\_\_  
Contact Person: Mohammad Purmul - (Rod)  
Email Address: spurmul@gmail.com

**REQUIRED PLANS AND SUPPLEMENTAL INFORMATION**

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

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

**STATEMENT OF JUSTIFICATION**

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

This request is to be allowed to park a maximum of 16 vehicles at the rear of the existing business, Run Right Auto.

The parked vehicles will be awaiting repair, none of the vehicles will be "salvage cars", or for sale.

There is a great need for this type of work in this area. The additional vehicle parking will allow for this business to continue operation while waiting for the repaired vehicles to be picked up by their owners. Which allows for the creation of jobs.

The additional parked vehicles will be buffered by fencing and landscaping as approved by the Town of Smithfield.

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**REQUIRED FINDINGS OF FACT**

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

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

The requested additional parking is at the rear of the existing building and will be buffered by fencing and landscaping.

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

This planned development will meet all requirements of the Town of Smithfield's specifications

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- 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

This site is fenced and landscaped to the Town of Smithfield's Ordinance, Although additional fencing is proposed to add additional buffering. The number of vehicles stored at the rear of the building is proposed to be a maximum of 16. All will be awaiting repair, none will be salvage vehicles. The applicant is the owner of the entire tract. There is a continuing need for this type of business.

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- 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).

Business is located in a low residential growth area.

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**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.*

Mohammed Purmul

*Print Name*

 1-4-16

*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: Run Right Auto Submittal Date: \_\_\_\_\_

**OWNERS AUTHORIZATION**

I hereby give CONSENT to Andrew Hodge (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.

*Mohammed Purmul* Mohammed Purmul 1-4-16  
 Signature of Owner Print Name Date

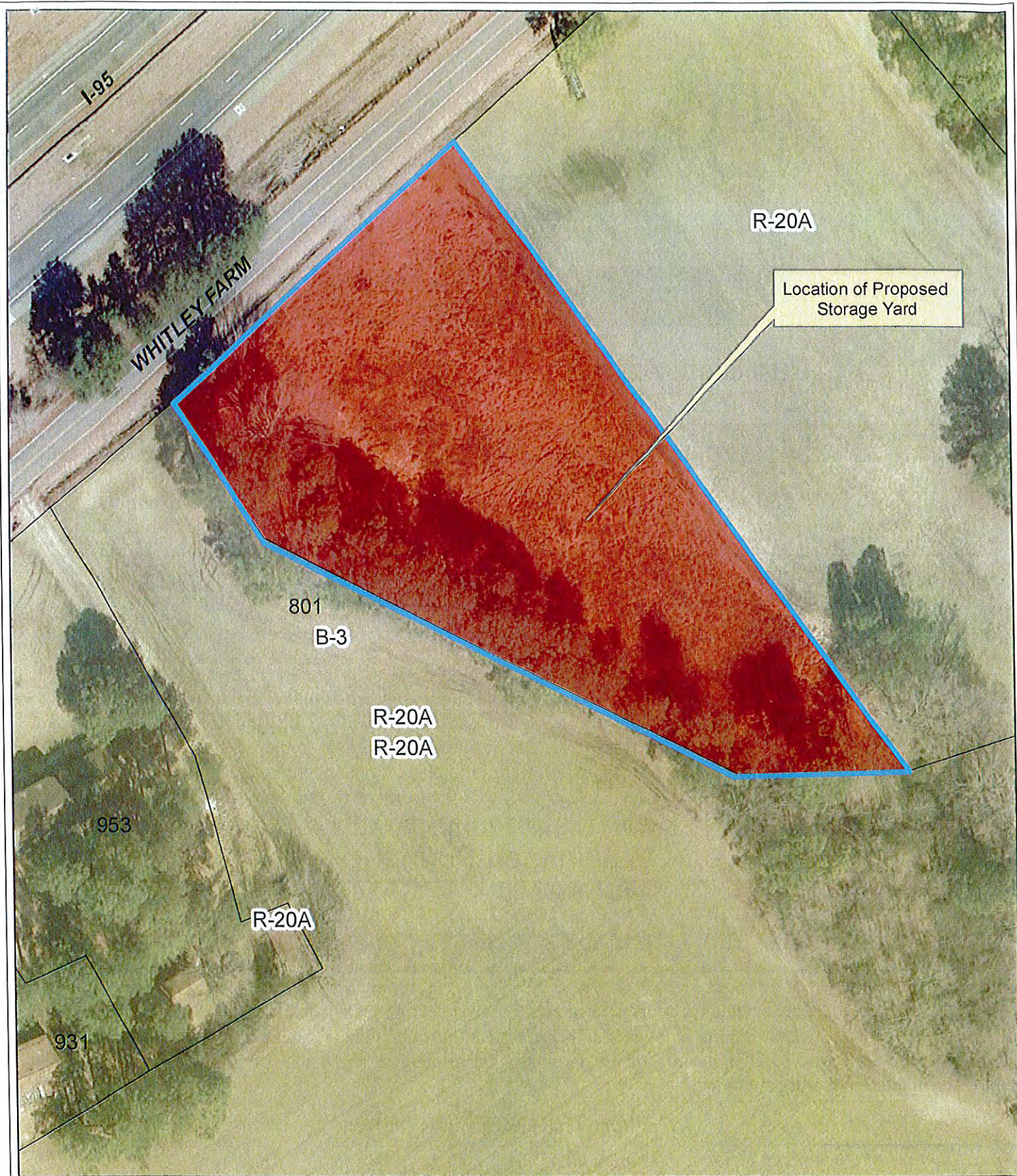
**CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER**

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.

*Mohammed Purmul* Mohammed Purmul 1-4-16  
 Signature of Owner/Applicant Print Name Date

**FOR OFFICE USE ONLY**

File Number: CVR16-02 Date Received: 1/4/16 Parcel ID Number: 169317-00-2895



Vicinity Map for:  
 CUP-16-02  
 Applicant:  
 Run Right Auto



Map Created by The  
 Town of Smithfield  
 Geographic Information Services

N

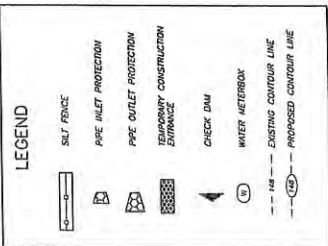


1 inch = 80 feet



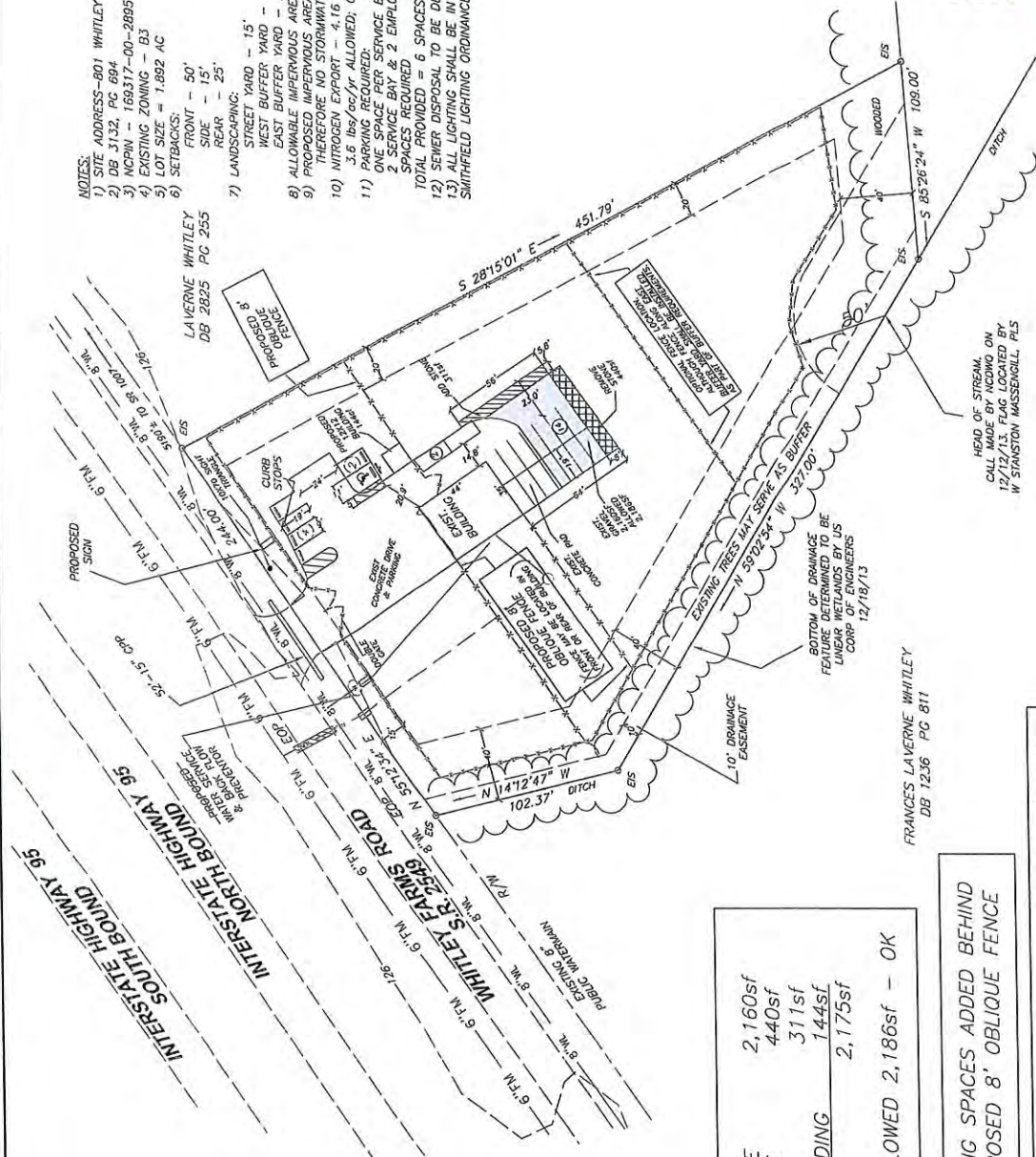


VICINITY MAP  
NO SCALE



NOTES:

- 1) SITE ADDRESS-801 WHITLEY FARMS RD, SMITHFIELD, NC 27577
- 2) DB 1132, PG 694
- 3) NCRIN 160317-00-2895
- 4) EXISTING ZONING - B3
- 5) LOT SIZE = 1.892 AC
- 6) SETBACKS:  
FRONT - 50'  
SIDE - 15'  
REAR - 25'
- 7) LANDSCAPING:  
STREET YARD - 15'  
WEST BUFFER YARD - 40'  
EAST BUFFER YARD - 20' (reduced)  
8) ALLOWABLE IMPERVIOUS AREA = 15% OF 1.892 AC OR 12,362 SF  
9) PROPOSED IMPERVIOUS AREA = 12,362 SF  
THEREFORE NO STORMWATER BMP IS REQUIRED  
10) NITROGEN EXPORT - 4.16 lbs/ac/yr (SEE CALCULATIONS)  
3.6 lbs/ac/yr ALLOWED; OWNER TO BUY DOWN 0.56 lbs/ac/yr  
11) PARKING REQUIRED:  
ONE SPACE PER SERVICE BAY & ONE FOR EACH EMPLOYEE  
2 SERVICE BAY & 2 EMPLOYEE; THEREFORE 4 PARKING SPACES REQUIRED  
TOTAL PROVIDED = 6 SPACES INCLUDING 1 HANDICAP  
12) SEWER DISPOSAL TO BE DESIGNED BY OTHERS  
13) ALL LIGHTING SHALL BE IN ACCORDANCE WITH THE TOWN OF SMITHFIELD LIGHTING ORDINANCE, SEE UDD ARTICLE 20.



EXISTING STONE	2,160sf
REMOVE STONE	440sf
ADD STONE	311sf
ADD NEW BUILDING	1,44sf
TOTAL =	2,175sf

LESS THAN ALLOWED 2,186sf - OK

16 PARKING SPACES ADDED BEHIND THE PROPOSED 8' OBLIQUE FENCE

ALL PARKING AREAS SHALL BE SURFACED WITH BLACKTOP, CONCRETE OR OTHER SUCH SURFACING MATERIAL TO ENSURE A DUSTLESS SURFACE CONDITION

NOTES:  
THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND LOCATIONS SHOWN. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY EXIST. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

HEAD OF STREAM CALL MADE BY INCDMO ON 12/12/13. FLAG LOCATED BY W STANTON MASSENGILL, PLS

BOTTOM OF DRAINAGE FEATURE DETERMINED BY US LINEAR WETLANDS BY US CORP OF ENGINEERS 12/18/13



REVISED  
12-18-13

NOTES:  
- BOUNDARY SURVEY AND TOPO PROVIDED BY W STANTON MASSENGILL, PLS  
- FINISH GRADE ON HANDICAP SPACE AND ACCESS ISLE SHALL BE NO GREATER THAN 2%



CLIENT:	MOHAMMED PURMUL
PROJECT:	RUN RIGHT AUTO REPAIR GARAGE
DESIGNER:	ANDREW W. HODGES, PE
ENGINEER:	A W HODGES ENGINEERING
DATE:	12/18/13
CONTRACT NO.:	919-834-3490
PHONE:	919-834-3490
FIRM #:	C-9988
SCALE:	N/A
SHEET:	1 OF 4

# ZONING PERMIT

PERMIT NUMBER: **Z-4273**

PERMIT ISSUED FOR: **AUTOMOTIVE REPAIR**

PROPOSED LAND USE:

PERMIT ISSUE DATE: **2/21/2014**



24 HOUR ADVANCED NOTICE REQUIRED  
FOR ALL UTILITY CONNECTIONS

## Applicant and Site Information

BUSINESS NAME OR TYPE OF PROJECT		PROJECT ADDRESS			BUSINESS PHONE #	
RUN RIGHT AUTO REPAIR		801 WHITLEY FARM ROAD				
PROPERTY OWNER NAME		PROPERTY OWNER ADDRESS			OWNER PHONE #	
MOHAMMED PURMUL		106 MUIRFIELD LANE CLAYTON NC 27577			919-879-7655	
APPLICANT NAME		APPLICANT ADDRESS			APPLICANT PHONE #	
MOHAMMED PURMUL		106 MUIRFIELD LANE CLAYTON NC 27577			919-894-2584	
SUBDIVISION	LOT #	VALUE OF CONSTRUCTION	AREA IN SQ FT	BUILDING HEIGHT	# OF PARKING SPACE	
GENERAL CONTRACTOR	PLUMBING LICENSE #	MECHANICAL LICENSE #	ELECTRICAL LICENSE #			
MAUNUFACTURED HOME?	CLASS	YEAR	MAKE	SERIAL#	UL HUD#	DIMENSTIONS
No						

## Zoning Information

ZONING	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	CORNER SIDE
B-3	50	15	25	n/a
TAX ID #	WITHIN 100 YEAR FLOODPLAIN?	STORMWATER DETENTION REQUIRED?	SITE PLAN REQUIRED?	CITY OR ETJ
15k11026H	No	No	Yes	ETJ
FIRE DEPARTMENT COMMENTS	PROJECT MUST COMPLY WITH ALL APPLICABLE FIRE CODES			
PROPOSED USE	CHANGE IN USE?	SUP OR CUP	SUP OR CUP FILE NUMBER	SUP OR CUP APPROVAL DATE
	No	No		

COMMENTS AND CONDITIONS OF APPROVAL: 1. ZONING PERMIT ONLY. BUILDING PERMITS TO BE ISSUED BY JOHNSTON COUNTY BUILDING INSPECTIONS. 2. PROJECT SHALL BE BUILT IN ACCORDANCE WITH ATTACHED SITE PLAN AND/OR SIGN DRAWINGS. 3. PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL TOWN OF SMITHFIELD REGULATIONS AND STANDARD DETAILS AND SPECIFICATIONS.

PROJECT MUST BE CONSTRUCTED IN ACCORDANCE WITH SITE PLAN STAMPED APPROVED ON 2/21/20014. NO OUTDOOR STORAGE, DISPLAY OR SALES PERMITTED. SEPARATE SIGN PERMITS REQUIRED. CONTACT JOHNSTON COUNTY BUILDING INSPECTIONS FOR ALL REQUIRED BUILDING PERMMITS.

SITE LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE 20 OF THE SMITHFIELD UDO. FRONT BUILDING FAÇADE SHALL BE MASONARY BRICK. ALL IMPROVEMENTS TO INCLUDE LANDSACPAING SHALL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OCCUPANCY.

## Signature Block

THE APPLICANT AGREES TO COMPLY WITH ALL BUILDING AND ZONING REGULATIONS AND OTHER LAWS APPLICABLE TO THE USE OF THIS STRUCTURE AND FACILITIES REFERENCED TO HEREIN. THE PERMIT INSURED FOR WORK SHALL EXPIRE BY LIMITATION SIX MONTHS AFTER THE DATE OF ISSUANCE IF THE WORK AUTHORIZED HAS NOT BEEN COMMENCED. IF AFTER COMMENCEMENT THE WORK IS DISCONTINUED FOR A PERIOD OF 12 MONTHS, THE PERMIT THEREFORE SHALL IMMEDIATELY EXPIRE. NO WORK AUTHORIZED BY ANY PERMIT THAT HAS EXPIRED SHALL THEREAFTER BE PERFORMED UNTIL A NEW PERMIT HAS BEEN SECURED. I UNDERSTAND AND ACCEPT THE TERMS OF THIS PERMIT.

	106 Muirfield Ln Clayton NC 27577	919-879-7655
Signature	Address	Phone Number
	2/21/14	\$100.00
Approved By	Date	Zoning Permit Fee





**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-16-02, were notified by First Class Mail on 2-16-16.

Signature

Johnston County, North Carolina

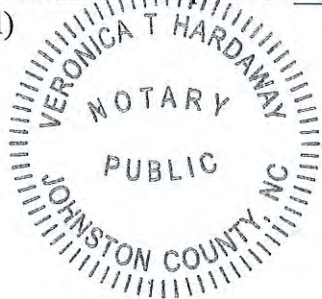
I, Veronica T. Hardaway, a Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

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

Notary Public Signature

Notary Public Name

My Commission expires on 1-17-18  
(Seal)



Adjacent Property Owners of  
CUP-16-02

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15K11026A	169317-00-0665	AUTRY, MILTON G	953 WHITLEY FARM RD	SMITHFIELD	NC	27577-0000
15K11026H	169317-00-2895	PURMUL, MOHAMMED	111 SWORDGATE DRIVE	CARY	NC	27513
15K11026L	169317-10-1205	WHITLEY, FRANCES LAVERNE	771 WHITLEY FARMS RD	SMITHFIELD	NC	27577-0000
15K11026	169317-00-5956	WHITLEY, LAVERNE	771 WHITLEY FARMS RD	SMITHFIELD	NC	27577-0000
15A61051	169317-02-4066	FLAN 4 (MULTI) LLC	C/O WP CAREY & CO LLC	WASHINGTON	NC	27889



## PLANNING DEPARTMENT

Paul C. Emblar, Jr., Director

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### Notice Of Public Hearings

Notice is hereby given that public hearings will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, March 1, 2016 at 7:00 P.M., at the Town Hall Council Chamber located at 350 East Market Street to consider the following requests:

**RZ-16-01 Royal Property:** The applicant is requesting to rezone approximately a .18 acre tract of land from the R-8 (Residential) zoning district to the B-3 (Highway Entrance Business) zoning district. The property considered for rezoning is located on the east side of Waddel Drive approximately 120 feet north of its intersection with North Brightleaf Boulevard. The property is further identified as Johnston County Tax ID# 15005031.

**CUP-16-02 Run Right Auto:** The applicant is requesting a conditional use permit to allow an outdoor storage yard of automobiles designed to accommodate 16 vehicles and located within a B-3 (Highway Entrance Business ) zoning district. The property considered for approval is located on the south side of Whitley Farm Road approximately 5200 feet southwest of its intersection with Brogden Road. The property is further identified as Johnston County Tax ID# 15K11026H.

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

**Run "Legal Ad" in the Smithfield Herald on 2/17/16 and 2/24/16**



**PLANNING DEPARTMENT**

Paul C. Embler, Jr., Director

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

**Town of Smithfield  
Town Council  
Action Form**

**Item: Hold a Public Hearing and Approve Resolution Authorizing the Filing of an Application to the Local Government Commission for Installment Financing of the Inflow and Infiltration, and Raw Water Intake Projects.**

**Date of Meeting: March 1, 2016**

**Date Prepared: February 16, 2016**

**Staff Work By: Greg Siler, Finance Director**

**Presentation: Regular Agenda**

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**Background:** North Carolina General Statute 160A-20 requires a unit of local government to hold a public hearing before entering into a contract involving the purchase or improvement of real estate.

The Town of Smithfield is considering the financing multiple water and sewer projects. The projects are as follows:

- Install NC210 Sewer Line and Pump Station #3 Upgrade (\$265,000)
- Install a Chlorine Dioxide System (\$130,000)
- Install SCADA System (\$60,000)
- Install a Bypass Lift Station (\$50,000)
- Purchase 9 Spare Pumps for Lift Stations (\$50,000)
- Purchase Gently Used Backhoe (\$81,500)
- Purchase Sludge Handling Equipment (\$100,000)
- Purchase Air Compressor/Concrete Saw/Trench Shoring Equipment (\$41,000)
- Replace Switch Gear Control at High Service Pump (\$62,000)
- Replace Electric Panels, Breakers and Elevate 2 Transformers (\$80,000)
- Replace Automatic Switch and Control Panels on Generator (\$90,000)
- Replace Valves around Plant (\$30,000)
- Replace Water Values Around Town (\$50,000)
- Replace 2 Inch Water Line Off Vermont Street (\$25,000)
- Upgrade SCADA for Modem Line (\$37,000)
- Rebuild Raw Water Pump (\$30,000)

The loan amount is approximately \$1,181,500. Interest is fixed at an indicative rate of 3 % for 7 or 10 years. Payments would be made twice a year, estimated at \$94,198 (\$188,396 annually) for seven (7) years or \$68,823 (\$137,646 annually) for ten (10) years if offered. A summary of

the project's estimated refinancing amount (closing cost included) and rates are found in the table below

<b>Project</b>	<b>Estimated Amount</b>	<b>Annual Debt Payment</b>
Multiple Water and Sewer Projects	\$1,181,500	\$188,396 for 7 years

A maximum water/sewer increase of .485 cents per 1000 gallons of usage is needed to meet the annual loan payment of \$188,396 which will not come due until sometime after June 30, 2016. The town is required by the LGC to estimate the impact on the water rate, so the finance director decided to be as conservative as possible by using the largest increase that could likely occur. This estimate is for informational and reference purposes in evaluating the potential impact of these projects on the town's budget and financial condition.

**Financial Impacts:** The interest expense on \$1,181,500 million over 7 years at an indicative rate of 3.0 % is \$137,273. Total repayment of principal and interest is \$1,318,773.

The interest expense on \$1,181,500 million over 10 years at an indicative rate of 3.0 % is \$194,957. Total repayment of principal and interest is \$1,376,457

**Action Requested:** Conduct the Public Hearing, receive and consider input from interested citizens regarding the financing of this project.

**Attachments:**

Resolution and Amortization Schedule

**Note:** the attached amortization schedule is for estimation purposes only and is not an offer or commitment from any lending institution.

**RESOLUTION # 577 (04-2016)**

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20**

WHEREAS, the Town of Smithfield, North Carolina, desires to secure financing for the Installation of NC210 Sewer Line and Pump Station #3 Upgrade, installation of a Chlorine Dioxide System, SCADA System and bypass Lift Station; the purchase of 9 Spare Pumps for Lift Stations, Gently Used Backhoe, Sludge Handling Equipment, Air Compressor/Concrete Saw/Trench Shoring Equipment; replace Switch Gear Control at High Service Pump, Electric Panels, Breakers and Elevate 2 Transformers, Automatic Switch and Control Panels on generator, Valves around Plant and Town, 2 Inch Water Line Off Vermont Street; Upgrade SCADA for Modem Line; and Rebuild Raw Water Pump and

WHEREAS, The Town of Smithfield, North Carolina, desires to finance the Projects by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Smithfield, North Carolina, meeting in regular session on the 1 day of March, 2016, make the following findings of fact:

1. The proposed contract is expedient because the installation, replacement, upgrade, or purchase of items is needed to maintain the water and sewer system, and the proposed contract would make the project feasible while ensuring proper debt management.
2. The proposed contract is preferable to a bond issue for the same purpose because the Town can correct the maintenance items in a more timely manner while taking advantage of current purchase cost and practicing proper debt management. The Town can also service the debt on this project, fund other projects, and keep a healthy fund balance without significantly increasing the tax burden on the residents of the Town. The proposed amount of up to \$1,181,500 could not be prudently raised with current appropriations, unappropriated fund balance and non-voted bonds that could be raised in a timely manner.
3. The cost of financing under the proposed contract is expected to be approximately the same as the costs of issuing general obligation bonds.
4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose. The Town will carefully review proposed financing rates with the help of the LGC and will closely monitor proposed construction costs to ensure sums are not excessive.
5. The Town of Smithfield debt management procedures and polices are good, as verified by the Town's Finance Director and through annual audits. The Town is in compliance with all applicable laws and will continue to manage its debt in such a manner.

6. The maximum increase in taxes necessary to meet the sums to fall due under the proposed contract will be no greater than 0 cents per \$100 valuation and is not deemed to be excessive.
7. The Town of Smithfield, North Carolina, is not in default in any of its debt service obligations.
8. The attorney for the Town of Smithfield has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Interim Town Manager is hereby authorized to act on behalf of the Town of Smithfield, North Carolina, in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 1day of March 1, 2016.

The motion to adopt this resolution was made by Councilman \_\_\_\_\_  
 \_\_\_\_\_, seconded by Councilman \_\_\_\_\_  
 \_\_\_\_\_ and passed by a vote of \_\_\_\_\_ to \_\_\_\_\_.

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

ATTEST:

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

This is to certify that this is a true and accurate copy of Resolution No.577 (04-2016) Adopted by the Town of Smithfield Town Council on the 1 day of March, 2016.

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

\_\_\_\_\_  
 March 1, 2016



<b>Funding Date:</b>	02/10/2016	<b>Compounding:</b>	U.S. Rule	<b>Principal:</b>	1,181,500.00
<b>First Payment Date:</b>	08/10/2016	<b>Period:</b>	Actual/365	<b>Initial Interest Rate:</b>	0.000%
		<b>Pmt Schedule:</b>	Semi-Annually	<b>Interest Rate:</b>	3.000%
				<b>Pmt Amount:</b>	94,198.03

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	08/10/2016	182	\$94,198.03	17,673.95	76,524.08	1,104,975.92	\$76,524.08
2	02/10/2017	184	\$94,198.03	16,710.87	77,487.16	1,027,488.76	\$154,011.24
3	08/10/2017	181	\$94,198.03	15,285.65	78,912.38	948,576.38	\$232,923.62
4	02/10/2018	184	\$94,198.03	14,345.59	79,852.44	868,723.94	\$312,776.06
5	08/10/2018	181	\$94,198.03	12,923.76	81,274.27	787,449.67	\$394,050.33
6	02/10/2019	184	\$94,198.03	11,908.83	82,289.20	705,160.47	\$476,339.53
7	08/10/2019	181	\$94,198.03	10,490.47	83,707.56	621,452.91	\$560,047.09
8	02/10/2020	184	\$94,198.03	9,398.41	84,799.62	536,653.29	\$644,846.71
9	08/10/2020	182	\$94,198.03	8,027.75	86,170.28	450,483.01	\$731,016.99
10	02/10/2021	184	\$94,198.03	6,812.78	87,385.25	363,097.76	\$818,402.24
11	08/10/2021	181	\$94,198.03	5,401.70	88,796.33	274,301.43	\$907,198.57
12	02/10/2022	184	\$94,198.03	4,148.34	90,049.69	184,251.74	\$997,248.26
13	08/10/2022	181	\$94,198.03	2,741.06	91,456.97	92,794.77	\$1,088,705.23
14	02/10/2023	184	\$94,198.13	1,403.36	92,794.77	.00	\$1,181,500.00
<b>2023</b>	<b>Totals:</b>		<b>1,318,772.52</b>	<b>137,272.52</b>	<b>1,181,500.00</b>		
	<b>Grand Totals:</b>		<b>1,318,772.52</b>	<b>137,272.52</b>	<b>1,181,500.00</b>		

*This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.*

<b>Funding Date:</b>	02/10/2016	<b>Compounding:</b>	U.S. Rule	<b>Principal:</b>	1,181,500.00
<b>First Payment Date:</b>	08/10/2016	<b>Period:</b>	Actual/365	<b>Initial Interest Rate:</b>	0.000%
		<b>Pmt Schedule:</b>	Semi-Annually	<b>Interest Rate:</b>	3.000%
				<b>Pmt Amount:</b>	68,822.82

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	08/10/2016	182	\$68,822.82	17,673.95	51,148.87	1,130,351.13	\$51,148.87
2	02/10/2017	184	\$68,822.82	17,094.63	51,728.19	1,078,622.94	\$102,877.06
3	08/10/2017	181	\$68,822.82	16,046.36	52,776.46	1,025,846.48	\$155,653.52
4	02/10/2018	184	\$68,822.82	15,514.17	53,308.65	972,537.83	\$208,962.17
5	08/10/2018	181	\$68,822.82	14,468.17	54,354.65	918,183.18	\$263,316.82
6	02/10/2019	184	\$68,822.82	13,885.95	54,936.87	863,246.31	\$318,253.69
7	08/10/2019	181	\$68,822.82	12,842.27	55,980.55	807,265.76	\$374,234.24
8	02/10/2020	184	\$68,822.82	12,208.51	56,614.31	750,651.45	\$430,848.55
9	08/10/2020	182	\$68,822.82	11,228.92	57,593.90	693,057.55	\$488,442.45
10	02/10/2021	184	\$68,822.82	10,481.31	58,341.51	634,716.04	\$546,783.96
11	08/10/2021	181	\$68,822.82	9,442.49	59,380.33	575,335.71	\$606,164.29
12	02/10/2022	184	\$68,822.82	8,700.97	60,121.85	515,213.86	\$666,286.14
13	08/10/2022	181	\$68,822.82	7,664.69	61,158.13	454,055.73	\$727,444.27
14	02/10/2023	184	\$68,822.82	6,866.82	61,956.00	392,099.73	\$789,400.27
15	08/10/2023	181	\$68,822.82	5,833.15	62,989.67	329,110.06	\$852,389.94
16	02/10/2024	184	\$68,822.82	4,977.23	63,845.59	265,264.47	\$916,235.53
17	08/10/2024	182	\$68,822.82	3,968.07	64,854.75	200,409.72	\$981,090.28
18	02/10/2025	184	\$68,822.82	3,030.85	65,791.97	134,617.75	\$1,046,882.25
19	08/10/2025	181	\$68,822.82	2,002.67	66,820.15	67,797.60	\$1,113,702.40
20	02/10/2026	184	\$68,822.92	1,025.32	67,797.60	.00	\$1,181,500.00
2026	Totals:		1,376,456.50	194,956.50	1,181,500.00		
	<b>Grand Totals:</b>		<b>1,376,456.50</b>	<b>194,956.50</b>	<b>1,181,500.00</b>		

*This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.*

**KS BANK, INC.**  
**1031 N. BRIGHTLEAF BLVD, PO BOX 661**  
**SMITHFIELD, NC 27577**

February 10, 2016

**RE: QUICK QUOTE**

Dear TOWN OF SMFLD,

KS BANK, INC. welcomes your interest in our new QUICK QUOTE information service. This QUICK QUOTE instantly provides to you the complete financial terms of the loan you have described. We hope this information helps you evaluate your own credit options.

Your QUICK QUOTE\* is based upon the following estimate:

<b>FUNDING DATE</b> February 10, 2016	<b>FIRST PAYMENT DUE</b> August 10, 2016		<b>MATURITY DATE</b> February 10, 2026
<b>PROCEEDS</b> \$1,181,500.00	<b>EST. NON-APR FEES</b> \$0.00	<b>EST. APR FEES</b> \$0.00	<b>EST. INSURANCE</b> \$0.00
<b>INTEREST RATE</b> 3.000%	<b>APR</b> 3.002%	<b>Period Convention</b> Actual Day/365	<b>FINANCE CHARGE</b> \$194,956.50
<b>REPAYMENT SCHEDULE</b>			
19 \$68,822.82 Semi-Annually payments beginning on August 10, 2016			
1 \$68,822.92 Due on or before February 10, 2026			

KS BANK, INC. appreciates the opportunity to provide to you a personalized QUICK QUOTE based upon your credit information. We encourage you to submit a credit application to us in relation to your QUICK QUOTE if you desire. We also encourage you to submit a credit application to us whenever the need arises in the future. If you have any questions concerning the many loan products available through KS BANK, INC., please contact me at your convenience.

Sincerely,

KS BANK, INC.  
(919)938-3101

\* Your QUICK QUOTE includes estimates based upon information provided by you. We have estimated the Interest Rate, Related Fees and Finance Charges based upon the general type of loan you described. Actual terms of credit offered by us may vary from the terms you described. We have not made a credit decision concerning your QUICK QUOTE. If you wish us to do so, you need only submit a credit application to us at your convenience.



# Consent Agenda Items

The Smithfield Town Council met in special session on Tuesday, January 26, 2016 at 6:00 p.m. in the Council Chambers of the Smithfield Town Hall. Mayor M. Andy Moore presided.

Councilmen Present:

J. Perry Harris, District 2  
Travis Scott, District 3  
John A. Dunn, At-Large  
Stephen Rabil, At-Large

Councilmen Absent

Emery D. Ashley, Mayor Pro-Tem  
Marlon Lee, District 1  
Roger A. Wood, District 4

Administrative Staff Present

Jim Freeman, Interim Town Manager  
Pete Connet, Interim Public Utilities Director  
Greg Siler, Finance Director  
Shannan Williams, Town Clerk

**I. CALL TO ORDER**

Mayor Moore called the meeting to order at approximately 6:00 pm.

**II. APPROVAL OF AGENDA**

Councilman Harris made a motion, seconded by Councilman Scott, to approve the agenda as submitted. Unanimously approved.

**III. CALLED SESSION AGENDA ITEMS**

**1. Load Management and Electric Rate Reduction Efforts**

Staff from ElectriCities made a presentation to the Council on the benefits of load management.

The Council discussed load management systems, coincidental peak rates, assistance for industrial customer, AMI systems,

*The entire presentation is on file in the Office of the Town Clerk.*

*File by reference and made a part of these official minutes:*

*ElectriCities Presentation: Smithfield Load Management Workshop 01.26.2016*

**2. Briefly**

**i. LGC Meeting – February 2<sup>nd</sup>**

Interim Town Manager Jim Freeman informed the Council that he and Finance Director Greg Siler will be attending the LGC meeting on February 2<sup>nd</sup> concerning the proposed financing of several water/sewer fund projects.

**ii. Downtown State Grant**

Interim Town Manager Jim Freeman informed the Council that staff had solicited input from the Downtown Smithfield Development Corporation and the Appearance Commission on ideas for the Downtown Revitalization Grant. Those ideas will be submitted to the Council for approval at the February 2<sup>nd</sup> meeting

**IV. CLOSED SESSION – Pursuant to NCGS 143-318.11 (a) (5):** *To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.*

Councilman Harris made a motion, seconded by Councilman Dunn, to go into Closed Session pursuant to the above referenced statute to discuss the potential acquisition of real property. Unanimously approved at 7:31 pm.

**V. RECONVENE IN OPEN SESSION**

Councilman Harris made a motion, seconded by Councilman Rabil, to reconvene in open session. Unanimously approved. Open session reconvened at approximately 8:08 pm.

**VI. ADJOURN**

There being no further business, Councilman Harris made a motion, seconded by Councilman Rabil, to adjourn. Unanimously approved. The meeting adjourned at approximately 8:09 pm

ATTEST:

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

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

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

Councilmen Present:

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

Councilmen Absent

Administrative Staff Present

Jim Freeman, Interim Town Manager  
John Blanton, Interim Fire Chief  
Lenny Branch, Public Works Director  
Pete Connet, Interim Public Utilities Director  
Paul Embler, Planning Director  
Gary Johnson, Parks & Rec Director  
Tim Kerigan, Human Resources/PIO  
Greg Siler, Finance Director  
Shannan Williams, Town Clerk

Present:

Bob Spence, Town Attorney

Staff Absent:

Michael Scott, Chief of Police

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

**APPROVAL OF AGENDA:**

Councilman Lee asked that Consent Agenda Item # 6: *Consideration and Approval of an agreement with BB&T in the amount of \$25,000 to purchase the Family Life Center. Be removed from the Consent Agenda and added to the Business items.*

Councilman Scott made a motion, seconded by Councilman Wood, to approve the agenda with the requested amendment by Councilman Lee.

Unanimously approved.

**PRESENTATIONS:**

**1. Administering Oath of Office to new Police Officer – Tyler Hayes**

Mayor Moore administered the Oath of Office to new Police Officer Tyler Hayes and welcomed him to the Town of Smithfield.

**2. Information concerning the proposed buffer and fencing between the Pine Acres Subdivision and the Smithfield Crossings Roadway**

Planning Director Paul Embler provided the Council with additional information on the buffer and fencing between the Pine Acres Subdivision and the Smithfield Crossings Roadway Project. Mr. Embler explained that at the January 5<sup>th</sup> meeting, the Planning Department was asked to provide background information as to Mr. Tony Nixon's expressed fencing and buffer concerns. In particular, Mr. Nixon questioned the Town's length of time taken and adequateness of the buffer to address this matter. As part of the Crossings Project, the rear lots fronting Dogwood and the property boundary of Pine Acres that lies behind the Speedway Gas Station and the Waffle House is to have constructed a 6 foot high chain-link fence with two strands of barbed wire. Additionally, a landscape plant buffer that forms a solid hedge within two to three years is included. To date, plans and specs have been prepared for the fencing, the surveyor has laid out the location of the fencing and the Town's Public Works staff stands ready to remove the vegetation so that the fencing and landscaping can be installed.

Mr. Embler continued by stating that in reference to Mr. Nixon's inquiry about the possibility of a brick "sound wall" being constructed. The Noise Study prepared by Ramey Kemp and Associates investigated the effectiveness of a "sound wall" and a revealed potential cost range of \$500,000 to \$2



million. Basically, there was no justification of a sound wall based on the noise generated by traffic using the Crossings roadways. The noise generated by I-95 and the railroad are the controlling factors.

Considerable discussion was given to the 50 foot buffer adjacent to Pine Acres. The 50 foot buffer on the land owned by Lee McLamb was required by the Council as part of a rezoning, but no subdivision has been recorded therefore there has been no conveyance or recording of the buffer. There is another 50 foot buffer between the Etheridge Property and Pine Acres which will be conveyed and recorded when such time as the owner records a subdivision plat. The alignment of the road constructed as part of the Crossings Project makes provision for the future 50 foot buffer. The Town has a construction easement from the owner of the Etheridge property to construct the chain-link fence and install the landscape. Mr. Embler provided the following possible alternative solutions for the buffer between Pine Acres and the Crossings project:

- continue with the present proposal of chain-link fence and landscaping
- dense multi row landscape buffer
- earthen berm
- combination of earthen berm and landscaping
- combination of fence, earthen berm and landscaping
- solid wood fence
- concrete block wall
- brick wall
- sound wall(metal, concrete or brick)

Mayor Pro-Tem Ashley questioned why the Town decided to incur the expense of the buffer and did not require the developer to do the landscaping and the buffer. Mr. Embler responded that the Town chose to facilitate the landscaping because the developer hasn't submitted a development plan and therefore is not required to construct the buffer at this time.

Mayor Pro-Tem Ashley stated that the roadway is elevated. He questioned if staff had done anything to see where the fence will be located. Mr. Embler responded that the only permission from the property owner for the fence and the buffer is for it to be constructed on the property line. Mr. Ashley stated that if the fence was to be constructed on the property line and due to the elevation of the roadway, the fencing could essentially be ineffective.

Mayor Pro-Tem Ashley stated he would like to have a small committee formed with several members of Council, several property owners and staff that would investigate every possible alternative and cost to the buffer.

Councilman Harris questioned what the plan to complete this project was. Mr. Embler responded that the property owner has given the Town permission to put landscape material and a chain link fence on his property. If the Town chose to change what has been proposed, staff would need to meet with the property owner to obtain permission for any changes.

Councilman Scott stated that the chain-link fence with barbwire seemed excessive around a neighborhood. Mr. Embler responded that installation of the barbwire atop the fencing was at the request of the neighborhood.

Councilman Lee stated that he was appalled at the recommendation of a 6 foot chain-link fence going around a neighborhood. These residents deserve more than a 6 foot chain-link fence.

Councilman Wood apologized to the residents of the neighborhood. It was his opinion that a chain-link fence was unacceptable and the residents deserved more. Councilman Wood stated that he had spoken with Public Works Director Lenny Branch. Mr. Branch informed the Council that several different options such as a berm and interlocking wall were also options.

Mayor Moore stated that although this has been going on for a long time, the project has not been entirely completed. The road still had not been turned over to the Town by NCDOT. It was his recommendation that the committee be formed as recommended by Mayor Pro-Tem Ashley.

Councilman Harris insisted that staff meet with every land owner that has property that backs up to this area so that they can offer their input on the proposed buffer.

Mayor Moore appointed Mayor Pro-Tem Ashley to serve as the Chairman of the Committee to investigate all possible solutions as a buffer between the Pine Acres Subdivision and the Smithfield Crossings Roadway. Councilman Harris volunteered to serve on this committee. Residents Tony Nixon and Rodney Byrd also volunteered to serve on this committee. The Town's contracted Engineer, Bill Dreitzler, and Planning Director Paul Embler will also assist the committee.

## **PUBLIC HEARINGS:**

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

### **1. Conditional Use Permit Request by Caliber Development, Inc.: (CUP-15-06)**

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

Planning Director Paul Embler addressed the Council on a request by Caliber Development, Inc. Mr. Embler stated that the applicant was requesting a conditional use permit to allow for the construction of an 80 foot high wood pole with radio antenna on property located within a B-3 (Business) zoning district. The property considered for approval is located on the southeast side of the intersection of Powell Street and Computer Drive and further identified as Johnston County Tax ID# 15J08067.

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the February 2, 2016 agenda packet.

The Planning Board, at its January 7, 2016 meeting, unanimously voted to recommend approval of the request for a conditional use permit to allow for an 80 foot high utility pole with antenna on property located on within a B-3 (Business) zoning district.

Planning staff recommends approval of a Conditional Use Permit request to allow for the construction of an 80 foot utility pole with antenna on property located with a B-3 (Business) zoning district.

Mayor Moore asked if there were any comments/questions from those that had been duly affirmed to offer testimony

Mickey Lamm, 2191 Benson Road Clayton, was the applicant who represents Caliber Development and WTSB. He explained this is a receiving antenna and is not a transmitting antenna. He explained height is needed on the antenna to be able to receive remote broadcasts.

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

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

## **The Written Finding of Facts**

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

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to vote in the affirmative to 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 installation of a utility pole with antenna attached is on property currently zoned B-3 whose permitted use is for radio station broadcasting business. The utility pole with antenna attached is standard equipment for a radio station. The height and location of the utility pole poses no imminent danger to any other structure if it were to fall.

**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. An engineer contracted to locate the utility pole and connect the antenna to the radio broadcasting equipment. A contractor will be hired to place the pole on the property.

**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 utility pole will be in context with existing above ground utility poles in the area. The proposed use will also be in context with existing properties in the area, which includes a warehouse, auto repair shop, cleaning business and a car dealership. No structure changes are required. There are no historical or architectural properties of interest on adjoining properties

**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.**

Property is currently vacant and zoned B-3 (Business). The proposed use will be in harmony with existing businesses such as an auto repair business, a warehouse, a car dealership and a cleaning business. Closest residential structure has existing tree cover and there is approximately 400 feet between the properties.

**Record of Decision: Approval of Conditional Use Permit Application # CUP-15-06**

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, that based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to recommend approval of Conditional Use Permit Application # CUP-15-06. Unanimously approved.

**CITIZENS' COMMENTS:**

- Keith Branch explained to the Council that he was a candidate for the Johnston County Board of Commissioners. He pledged his support to the Town of Smithfield should he become elected to the Board of Commissioners
- Tony Nixon of 8 Cedar Drive asked the Council to consider revitalization of homes throughout the area and consider block grants. He further expressed his concerns for the turn-over rate at the Police Department and stated that the Council should support the Police Chief and the effort to retain experienced employees is encouraged. He also stated that the Diversity Taskforce is still concerned about diversity throughout the Town government.
- Rodney Byrd of 328 Dogwood Street stated that he lives on the street affected by the Smithfield Crossings Roadway. He explained that sound is a major concern on Dogwood street as well as keeping people off his property and keeping people from seeing in his back yard. He stated that during the winter months, he virtually has no privacy. He expressed his appreciation to the Council for trying to remedy the problem.

**CONSENT AGENDA:**

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

1. Approved the following Minutes:

January 5, 2016 – Regular Meeting  
 January 5, 2016 – Closed Session  
 January 14, 2016 – Special Meeting  
 January 14, 2016 – Closed Session

2. Approved not to require a performance bond in the amount of \$3300.00 as it related to the purchase of the Firetruck that was approved at the January Meeting. The performance bond was unnecessary since the Town was not paying in advance for the truck.
3. Approved the below FY 2015-2016 Budget Amendments

<u>GENERAL FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
<b>1. Expenditures</b>			
10-4100-0200 Gen Gov - Salaries	\$ 67,424	\$ 1,348	\$ 68,772
10-4200-0200 Finance - Salaries	67,718	1,354	69,072
10-4900-0200 Planning - Salaries	221,702	4,434	226,136
10-5100-0200 Police - Salaries	1,967,451	39,349	2,006,800
10-5100-0500 Police - FICA	158,115	3,001	161,116
10-5300-0200 Fire - Salaries	711,692	14,234	725,926
10-5300-0500 Fire - FICA	61,051	10,116	71,167
10-5500-0200 PW General - Salaries	174,516	3,490	178,006
10-5600-0200 PW Streets - Salaries	175,890	3,518	179,408
10-5650-0200 PW Garage - Salaries	36,687	734	37,421
10-5800-0200 PW Sanitation - Salaries	463,492	9,270	472,762
10-6200-0200 Recreation - Salaries	252,011	5,040	257,051
10-6200-0210 Recreation Part Time - Salaries	44,000	880	44,880
10-6220-0200 Aquatics - Salaries	207,095	4,142	211,237
10-6220-0210 Aquatics PT General - Salaries	125,000	2,500	127,500
10-6220-0220 Aquatics PT Aquatics - Salaries	91,000	1,820	92,820
10-6220-0230 Aquatics PT Instructors - Salaries	85,000	1,700	86,700
10-9990-5300 General Fund Contingency	<u>329,350</u>		<u>222,419</u>

	(106,931)	
\$ 5,239,194	\$ (0)	\$ 5,239,194

To Adj Salary lines for merit increase. Merit increases were combined with contingency budget

**2. Expenditures**

30-7200-0200 Water Plant - Salaries	\$ 321,760	#	\$ 6,435	\$ 328,195
30-7220-0200 Water/Sewer - Salaries	432,426		8,649	441,075
30-9990-5300 Water/Sewer Fund Contingency	<u>198,409</u>		<u>(15,084)</u>	<u>183,325</u>
	<u>\$ 952,595</u>		<u>\$ (0)</u>	<u>\$ 952,595</u>

To Adj Salary lines for merit increase. Merit increases were combined with contingency budget

**3. Expenditures**

31-7230-0200 Electric - Salaries	\$ 833,645	#	\$ 16,673	\$ 850,318
31-7230-0500 Electric - FICA	65,534	#	1,428	66,962
31-9990-5300 Electric Fund Contingency	<u>636,846</u>		<u>(18,101)</u>	<u>618,745</u>
	<u>\$ 1,536,025</u>		<u>\$ (0)</u>	<u>\$ 1,536,025</u>

To Adj Salary lines for merit increase. Merit increases were combined with contingency budget

4. Approved **Resolution # 575 (02-2016)** Authorizing the disposition of certain surplus property and auctioning of that property by the electronic auction service of GovDeals.com.

**TOWN OF SMITHFIELD RESOLUTION # 575 (02-2016)  
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:

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

Dept.	Vin/Ser.#	Description
Police	2G1WS553481263668	2008 Chevrolet Impala
Police	2G1WS553881266802	2008 Chevrolet Impala
Police	2G1WS553X81265148	2008 Chevrolet Impala
PW		6' Bushhog
PW	T-972-LT	6' Bushhog
PW	SHD88	7 ½ Flail Mower
Planning	SG33B4203M	HP Design Jet 800 large format 42" Printer

- The Interim 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.

- The public electronic auction will be held beginning no earlier than February 15, 2016.
  - The Town Council further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by GovDeals Inc. The property for sale can be viewed at [www.govdeals.com](http://www.govdeals.com). Citizens wanting to bid on property may do so at [www.govdeals.com](http://www.govdeals.com). The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; All items will be sold for cash or certified check only; Payment must be received for all items sold before they may be removed from the premises; All items sold must be paid for and removed from the site of the sale within 5 business days of the sale, or they will be subject to resale.
  - The Town Clerk shall cause a notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), available on the Town of Smithfield website [www.smithfield-nc.com](http://www.smithfield-nc.com)
  - 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.
5. Approval of Resolution # 576 (03-2016) Supporting the \$2 Billion Bond Campaign for Education, Agriculture, Parks, Water & Sewer.

**RESOLUTION #576 (03-2016) IN SUPPORT OF THE  
\$2 BILLION BOND CAMPAIGN FOR EDUCATION, AGRICULTURE, PARKS  
WATER & SEWER**

**WHEREAS**, North Carolina has seen its population grow by 2 million people since 2000, and there is a need to expand and repair existing infrastructure so we can continue to meet our growing population and continue to create new jobs and grow our economy and

**WHEREAS**, a primary driver of job creation is our higher education system of community colleges and universities and \$1.3 billion dollars will be invested across the state in capital construction and repair and renovation and

**WHEREAS**, 13 colleges and universities will be beneficiaries and all of the community colleges will have new construction, repairs and renovations and

**WHEREAS**, \$300 million in loans and grants will be invested in sewer and water projects and

**WHEREAS**, \$100 million will go to 48 state parks and the NC Zoo to repair and renovate as well as updating some park facilities to make them more accessible to children with disabilities and Veterans with disabilities and

**WHEREAS**, \$70 million will be spent to modernize National Guard facilities which will also make the guard eligible for additional federal funding as North Carolina moves towards more centralized facilities and

**NOW THEREFORE BE IT RESOLVED**, that the Ton of Smithfield supports the \$2 Billion Connect NC Bond that invests in North Carolina's future.

6. Approved a Professional Service Agreement with Skip Greene and Associates, Inc. for the administration of the Building Reuse Grant for ARI, Inc.
7. Bid Award and contract approval to SOHN Inc. in the amount of \$14,963.00 for renovations to the Public Works Building. Bids were solicited from the following vendors:

- |                    |                      |
|--------------------|----------------------|
| • SOHN Inc.        | \$14,963.00          |
| • Lane Contracting | \$15,250.94          |
| • Huskey Builders  | \$15,500.00 (verbal) |
| • Steven Post      | Did not submit a bid |

8. Advisory Board/ Committee Appointments

- Anita Liverman was reappointed to serve a second term on the Appearance Commission.
- Robert Worsham was reappointed to serve a third term on the Appearance Commission.
- Regina Sanders was reappointed to serve a fourth term on the Appearance Commission.
- Paul Worley was reappointed to serve a fifth term on the Board of Adjustments.
- Sandra O'Berry was reappointed to serve a second term on the Library Board of Trustees.
- Daniel Sanders was reappointed to serve a third term on the Parks and Recreation Advisory Board.

9. Approved a salary increase from \$11.00 an hour to \$12.00 an hour for a part-time employee that serves as the Smithfield Recreation and Aquatics Center's Morning Receptionist.

10. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Water Plant Operator II	PU – Water Plant	30-7200-0200	\$14.173/hr (\$29,473.60/yr)
Police Officer I	Police	10-5100-0200	\$16.033/hr (\$35,851.92/yr)
P/T SRAC Staff	P&R – Aquatics	10-6220-0210	\$9.00/hr
P/T SRAC Staff	P&R – Aquatics	10-6220-0210	\$7.25/hr
Water/Sewer Superintendent	PU – Water/Sewer	30-7220-0200	\$24.038/hr (\$50,000/yr)

Unanimously approved.

**BUSINESS ITEMS:**

**1. Approval of Water/ Sewer Rate Study with the Wooten Company**

Interim Town Manager Jim Freeman gave the Council an update on the LGC's meeting that he, Mr. Connet and Mr. Siler attended earlier in the day. He explained that they were very pleased with the all the actions the Board has taken. Mr. Freeman explained that the Local Government Commission strongly recommends that the Town undertake a water/sewer study and consider said study's resulting rate schedule recommendation in its FY2016-2017 Budget. This was referenced in the Town's January 21st correspondence to the Local Government Commission. It is staff's recommendation that The Wooten Company be awarded the water/sewer rate study at a maximum \$22,000 cost. The Wooten Company's proposal is the lowest cost proposal and the company is familiar with the Town and our capital project needs.

Mayor Pro-Tem Ashley questioned if Mr. Dreitzler could conduct the rate study. Mr. Freeman responded that Mr. Dreitzler is only working on a trial basis at this time and although he can assist, he cannot take on that responsibility at this time.

Councilman Scott questioned if the Town should wait until the new utility director starts. Mr. Freeman responded that the new utility director will be involved, but he is unsure if Mr. Credle has ever been involved in a rate study. Mr. Freeman further stated that the LGC is keen to the idea of moving forward with a third party to conduct the study.

Mr. Connet and Mr. Freeman agreed that the Town should move forward with this study. The Wooten Company would provide the model to the Town enabling the Town to be able to utilize it in the future.

Councilman Scott made a motion seconded by Councilman Wood to award the water/sewer rate study to The Wooten Company at a maximum cost of \$22,000. Unanimously approved.

## **2. Award of bid to GE Prolec for the purchase and installation of (1) 30-MVA LTC transformer as the second transformer at the Brogden Road Substation**

Interim Public Utilities Director Pete Connet addressed the Council on a request to award the bid to GE Prolec for the purchase and installation of (1) 30-MVA LTC transformer as the second transformer at the Brogden Road Substation. Mr. Connet explained the transformer will not only act as a back-up for the current transformer, but will allow us to add additional circuits to the north end of town, where potential growth will occur at or before the completion of the Booker Dairy Road Extension. It will also provide us with the option to provide a dedicate circuit to any future industrial client at the Hill property on Brogden Road. Bids were opened at 2:00 p.m. on January 14, 2016. There were five bidders in all, with all bids coming in under the engineer's estimate for this phase of the project. Base bids are as follows:

- GE Prolec           \$725,180.00
- WEG                 \$818,000.00
- Waukesha         \$869,125.00
- ABB Kuhlman     \$1,007,510.00
- Delta Star         \$1,011,441.00

*A copy of the Bid results and the Engineers letter of recommendation are on file in the office of the Town Clerk*

The low bid by GE Prolec is recommended in the amount of \$725,180. This price includes the manufacture of the transformer, shipping it to the site, and assembly and testing on-site by the manufacturer. The delivery is 189 days from the date of the order, which we anticipate being around March 1, 2016 when all the contracts are signed.

Councilman Scott made a motion, seconded by Councilman Wood to award bid for the purchase and installation of (1) 30-MVA LTC transformer as the second transformer at the Brogden Road Substation, per the Engineer's letter of recommendation, to GE Prolec in the amount of \$725,180. 00. Unanimously approved.

## **3. Update on the Unified Development Ordinance**

Planning Director Paul Embler addressed the Council on a request to secure the services of a planning consultant to assist in preparing a major revision to the Unified Development Ordinance (UDO). Mr. Embler explained that in 2015, the Planning Department staff working with the Planning Board at their regular monthly meetings, by extending the meeting time, began a functionality review of the UDO. There are a total of 27 Articles in the UDO plus three Appendices. To date staff and the Planning Board have reviewed eleven of the Articles and have prepared draft amendments for Council's consideration. Mr. Embler further explained that The General Assembly, the courts and even the US Supreme Court have passed laws and made rulings in the past 24 months that have in effect made the Town's UDO outdated and in some cases unenforceable. In addition there are sections of the UDO that need to be revised to accommodate the additional extraterritorial zoning jurisdiction (ETJ) released by Johnston County to the Town of Smithfield. The changes required by new legislation and court rulings require the amendments to be prepared by an individual or company who has knowledge of the legal and regulatory environment. Staff working with the Town Attorney could research the laws and court rulings, but this activity would take months. By hiring a consultant who already has this knowledge and can quickly incorporate the information into the UDO, which will speed up the process tremendously. To assist the Council, planning staff has solicited a proposal from HCP, Inc. HCP assisted Smithfield in the past to develop its present UDO and also prepared the Town's Comprehensive Plan. The firm through its past work has knowledge of the community and has assembled data from previous work in Town that will represent a significant monetary and time savings to the Town. Normally a consultant's fee for preparing a UDO would be somewhere in the range of \$75,000.00 to \$150,000.00 depending on the level of detail. The normal time frame for the revision of a UDO is between one and two years. The proposal from HCP is significantly less, at \$55,000.00 with the UDO revision being completed in less than a year.



Staff proposes that the \$55,000.00 fee be funded in part from the existing Planning Department's budget by transferring \$30,000.00 from the condemnation line item, this will leave \$20,000.00 in the budget for condemnation. The remainder of \$25,000.00 is asked to be funded by Council in the upcoming FY 16/17 budget. Staff is proposing the split funding in order to speed-up the process of revising the UDO by being able to start immediately instead of waiting until July 2016.

Councilman Harris made a motion, seconded by Mayor Pro-Tem Ashley, to approve the contract proposal with Holland Consulting Planners for the preparation of a major revision to the UDO. Unanimously approved.

#### **4. Downtown Revitalization State Grant Application Funds**

Interim Town Manager Jim Freeman addressed the Council on a request to consider a downtown project activity for submission in the State's \$96,107 grant application and grant agreement. Mr. Freeman explained that after Council's January 5<sup>th</sup> Called Meeting discussion regarding a project selection for the \$96,107 Downtown State Grant Application, staff did solicit for downtown project concepts for Council's consideration. The Downtown Smithfield Development Corporation and the Appearance Commission submitted the following projects:

- 1st DSDC Priority – WayFinding System, including monumental gateways
- 2nd DSDC Development Corp. Priority – Urban Design Firm Development Plans
- 3rd DSDC Development Corp. Priority – Appearance Enhancement, architectural lighting along the Market and Third corridors.
- DSDC Development Corp. Alternates – Bingham House Purchase & Downtown Wi-Fi Network
- Appearance Committee – Market Street Scape Lighting
- Appearance Committee - Parking Lot Improvements: Town Hall, Wells Fargo Area Library Area

Councilman Harris made a motion, seconded by Councilman Scott, to table this item until the March meeting. Unanimously approved.

#### **5. Consideration and Approval of an agreement with BB&T in the amount of \$25,000 to purchase the Family Life Center.**

Councilman Lee asked for clarification on this matter. Town Attorney Bob Spence responded that former Mayor John Lampe had discussions with BB&T concerning the Family Life Center. BB&T currently has the note on the building and it is in default. The Family Life Center would now like to convey whatever interest they have on the building. The bank would like to sell its note. Mr. Spence explained that the Council is being asked is if it is interested in purchasing the building on land currently owned by the Town at a liquidation price of \$25,000 since over \$60,000 is owed on the building.

Mayor Pro-Tem Ashley stated that the Town should consider purchasing the property but only if it can be obtained without entering into a lawsuit with the family that currently is involved with the building and only if the Town can obtain a clear title. Mr. Spence responded that the attorney for the Family Life Center has assured him that the family is willing to cooperate.

Mayor Pro-Tem Ashley stated that he did not have any issues with purchasing the building from BB&T for \$25,000, but only if it could be purchased with a clear title. Mr. Spence stated that he was unsure if a clear title could be obtained. He would have to further investigate the matter. Mr. Spence further stated that BB&T has offered to release their interest for \$25,000 and the Town would have to handle the title issue. The attorney for the Family Life Center has discussed with Mr. Spence that any title issues can be resolved. Mr. Spence stated for the record that only former Mayor John Lampe conducted these negotiations.

Mayor Moore stated that this matter was discussed during the last advertised closed session in which several members of the Council were not present. It was the consensus of the members present to move forward with purchasing the building.

Councilman Scott stated that former Mayor John Lampe did a lot of work on trying to secure this building at a price the Town could afford. He further stated that it was the consensus of the Council in attendance during the Closed Session that the purchase of the building was for the betterment of the community and the property that is currently owned by the Town.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Scott, to approve the purchase of the Family Life Center building from BB&T in the amount of \$25,000 if the following criteria can be met:

- a. If title can be obtained
- b. If, existing lease can be released and Town can obtain a good title meaning no encumbrances, no liens, no nothing
- c. The \$25,000 is only paid if it can be guaranteed and the transaction can happen simultaneously.

Unanimously approved.

#### **Councilmembers Comments:**

- Mayor Moore expressed his appreciation to the Interim Public Utilities Director Pete Connet and his staff. He stated that they did an outstanding job during the recent ice storm.

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

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

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

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Harris, to go into closed session pursuant to NCGS 143-318.11 (a) (6) to discuss Town Manager applications. Unanimously approved at 9:03 pm.

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

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to reconvene in open session. Unanimously approved at 9:52pm.

#### **Adjourn**

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

The meeting adjourned at approximately 9:53 pm.

---

M. Andy Moore, Mayor

ATTEST:

---

Shannan L. Williams, Town Clerk



**Town of Smithfield  
Town Council  
Action Form**

**Item: Police Car Purchase**

**Date of Meeting:** March 01, 2016

**Date Prepared:** February 15, 2016

**Staff Work By:** Chief Michael L. Scott

**Presentation:** Consent Agenda

**Presentation:**

The police department was budgeted \$84,000 for the purchase and preparation of three (3) squad cars. The police department solicited quotes from Deacon Jones Dodge of Smithfield and the successful state bidder, Ilderton Dodge of Wilmington. Both organizations submitted bids. The two quotes are as follows (Copies of bid sheets are attached.):

- Ilderton Dodge                      \$25,903 (1) vehicle (State Contract Dealership)
- Deacon Jones Dodge              \$24,200 (1) vehicle

**Action Requested:**

It is requested the Town Council approve the low quote from Deacon Jones in Smithfield and approve the purchase of three (3) squad cars for the police department. The recommended quote is within the budgeted amount for this purchase.

**Bid Requirements for Smithfield Police Department 2016 Squad Car Purchase**

Bid Specification Requirements	Compliance Yes/ No	Variance from Bid Specifications
1) 2016 Dodge Charger Police Pursuit Vehicle; SDN-FL-PL	Y	
2) 4-Door Sedan, Rear Wheel Drive, 5 Passenger, EPA large size, with Police Package	Y	
3) Air conditioning, factory installed	Y	
4) Alternator, 220 amp rating	Y	
5) Battery, Heavy Duty 12 volt, mfr's standard except minimum 800 CCA, maintenance free	Y	
6) Brakes; Front - Disc-Vented; Rear - Disc; ABS four (4) wheel - 4 ABS channels; ABS driveline traction control	Y	
7) Cooling System, Heavy Duty, Automatic coolant recovery system with permanent type anti-freeze protected to -20 degrees F with rust inhibitor. Include silicone or EPDM type hoses.	Y	
8) Clock, Dash mounted, incorporated with radio	Y	
9) Differential, Heavy Duty	Y	
10) Power windows	Y	
11) Power door locks.	Y	

Bid Specification Requirements	Compliance Yes/ No	Variance from Bid Specifications
12) Engine, 8 cylinder HEMI or equivalent, minimum 370 HP, minimum 5.7 liter, including police package. Speed and acceleration test to be certified by Michigan State Police vehicle evaluation program. Engine external oil cooler, installed, if available from manufacturer.	Y	
13) Fuel - Unleaded 87 Octane or E85	Y	
14) Stainless Steel Exhaust	Y	
	Y	
16) Include 2 carpeted or rubber mats in front, and 2 carpeted mats or 1 solid or twin rubber mats in rear. If carpet mats are furnished, must be provided by manufacturer (not aftermarket).	Y	
17) Trunk to include standard floor covering.	Y	
18) Dome light and map/reading light. 1 such light is to be LED and driver selectable for off-red-white operation, and may in addition (but not in lieu of) be switched on-off by a door-actuated control. Other light is to be activated (on-off) by a door-actuated switch, and may in addition (but not in lieu of) be switched on-off by a driver operated control.	Y	
19) Projector-beam type head lights with switchable daytime running lamps.	Y	
20) Glove door lock	Y	

Bid Specification Requirements	Compliance Yes/ No	Variance from Bid Specifications
31) Seats: Rear vinyl covered bench. Front cloth buckets, with driver side 6-way power adjustable. Color-Charcoal	Y	
32) Seat belts and shoulder harnesses, manufacturers standard front and rear seats: attachment to door is not acceptable.	Y	
33) Speedometer, certified calibrated speedometer (2MPH increments) (max. 3% error). Approx. 0-160 MPH indicator.	Y	
34) Tilt Steering Wheel	Y	
35) Power steering external oil cooler if available from manufacturer.	Y	
36) Tires, five (5) tubeless, radial, black sidewall, all season tread, P225/60R18, W-rated, approved and certified for pursuit use on the specific model and configuration of vehicle offered. Goodyear RS-A Type Tires required. Lay down full size tire mount with slide-out trunk tray.	Y	
37) Transmission, 5 speed automatic; Transmission external oil cooler.	Y	
38) Wheels, <del>18" x 7.5"</del> 18" x 7.5" steel painted	Y	
39) Full wheel covers, 18" bolt on with solid steel lug nuts.	Y	
40) Windshield wipers, multiple speed electric, intermittent type, with windshield washers	Y	
41) 12v DC power outlets (2)	N	/ AS I CAN TELL / maybe
42) Cruise Control	✓	

Bid Specification Requirements	Compliance Yes/ No	Variance from Bid Specifications
43) Driver's and front passenger's supplemental inflatable restraint system as mandated by NHTSA at the time of production.	Y	
44) Safety air bags - Driver and passenger and head-curtain side impact	Y	
45) Driver and Passenger head protection air bags	Y	
46) Occupancy sensor	Y	
	Y	
48) Under hood lamp.	Y	
49) Speedometer light cutoff switch.	Y	
50) Electronic Stability Control	Y	
51) TPMS (Tire Pressure Monitoring System)	Y	
52) Theft deterrent	Y	
53) Rear backup camera	Y	



Bid Specification Requirements	Compliance Yes/ No	Variance from Bid Specifications
54) Rear "Park Assist" system or equivalent	Y	
55) Have activated police spotlight factory mounted on driver's side of vehicle for activation and movement from inside driver's side of vehicle	Y	
56) Warranty: Bumper to Bumper 36 month/36,000 miles (Basic) Powertrain - 60 month/60,000 miles Corrosion Perforation - 60 month/unlimited distance Safety Restraint System - 60 months/60,000 miles	Y	

**RECEIVED**  
**FEB 12 2016**  
 BY: *[Signature]*

Price Bid per Vehicle:

24,200.00

Bidding Organization/ Contact Information:

Deacon Jones Auto Park

Date:

2/12/16

Signature of Bidding Individual:

*[Signature]*

Print Name of Bidding Individual:

Lane Miller

### Bid Requirements for Smithfield Police Department 2016 Squad Car Purchase

Bid Specification Requirements	Compliance Yes/ No	Variance from Bid Specifications
1) 2016 Dodge Charger Police Pursuit Vehicle; SDN-FL-PL	Yes	
2) 4-Door Sedan, Rear Wheel Drive, 5 Passenger, EPA large size, with Police Package	Yes	
3) Air conditioning, factory installed	Yes	
4) Alternator, 220 amp rating	Yes	
5) Battery, Heavy Duty 12 volt, mfr's standard except minimum 800 CCA, maintenance free	Yes	
6) Brakes; Front - Disc-Vented; Rear - Disc; ABS four (4) wheel - 4 ABS channels; ABS driveline traction control	Yes	
7) Cooling System, Heavy Duty, Automatic coolant recovery system with permanent type anti-freeze protected to -20 degrees F with rust inhibitor. Include silicone or EPDM type hoses.	Yes	
8) Clock, Dash mounted, incorporated with radio	Yes	
9) Differential, Heavy Duty	Yes	
10) Power windows, all four doors	Yes	
11) Power door locks.	Yes	

Bid Specification Requirements	Compliance Yes/ No	Variance from Bid Specifications
12) Engine, 8 cylinder HEMI or equivalent, minimum 370 HP, minimum 5.7 liter, including police package. Speed and acceleration test to be certified by Michigan State Police vehicle evaluation program. Engine external oil cooler, installed, if available from manufacturer.	Yes	
13) Fuel - Unleaded 87 Octane or E85	Yes	89 octane maximizes fuel economy on HEMI
14) Stainless Steel Exhaust	Yes	
15) Floor Covering, Vinyl Throughout, color keyed, front and rear.	Yes	
16) Include 2 carpeted or rubber mats in front, and 2 carpeted mats or 1 solid or twin rubber mats in rear. If carpet mats are furnished, must be provided by manufacturer (not aftermarket).	Yes	
17) Trunk to include standard floor covering.	Yes	
18) Dome light and map/reading light. 1 such light is to be LED and driver selectable for off-red-white operation, and may in addition (but not in lieu of) be switched on-off by a door-actuated control. Other light is to be activated (on-off) by a door-actuated switch, and may in addition (but not in lieu of) be switched on-off by a driver operated control.	Yes	
19) Projector-beam type head lights with switchable daytime running lamps.	Yes	
20) Glove door lock	Yes	

Bid Specification Requirements	Compliance Yes/ No	Variance from Bid Specifications
21) Luggage compartment light	Yes	
22) Locks, all locks on a vehicle to be keyed alike. Each vehicle to be keyed individually. Three (3) cut keys. Manufacturer-furnished blank for third key may be cut by dealer. Keyless entry, three (3) electronic key fobs.	Yes	Includes 4 Electronic key Fobs and inserts
23) Mirrors, inside with day/night adjustment.	Yes	
24) Dual exterior mirrors, remote controlled on left and right side, power adjustable.	Yes	
25) Paint, all manufacturers standard and clear coat solid colors to be included in the bid price for base vehicle.	Yes	
26) Radio, manufacturer's standard AM/FM stereo, CD, with front and rear speakers with Bluetooth.	Yes	AM/FM/ MP3 Bluetooth with voice command CD Player is not available
27) Rear window defogger.	Yes	
28) Remote controlled rear deck lid release. Control to be within convenient reach of driver (not in glove box). Preferred location is left of the steering column. Remote release to be inoperable when ignition switch is in off position; this feature may be dealer provided. Remote release switch must be properly mounted, durable, and fully suited for law enforcement duty including operation during emergency conditions.	Yes	
29) Remote hood release, inside	Yes	
30) Coil-on-plug type ignition.	Yes	

Bid Specification Requirements	Compliance Yes/ No	Variance from Bid Specifications
31) Seats: Rear vinyl covered bench. Front cloth buckets, with driver side 6-way power adjustable. Color-Charcoal	Yes	
32) Seat belts and shoulder harnesses, manufacturers standard front and rear seats: attachment to door is not acceptable.	Yes	
33) Speedometer, certified calibrated speedometer (2MPH increments) (max. 3% error). Approx. 0-160 MPH indicator.	Yes	
34) Tilt Steering Wheel	Yes	
35) Power steering external oil cooler if available from manufacturer.	Yes	
36) Tires, five (5) tubeless, radial, black sidewall, all season tread, P225/60R18, W-rated, approved and certified for pursuit use on the specific model and configuration of vehicle offered. Goodyear RS-A Type Tires required. Lay down full size tire mount with slide-out trunk tray.	Yes	Trunk tray is Dealer Installed
37) Transmission, 5 speed automatic; Transmission external oil cooler.	Yes	
38) Wheels, five (5), 18" x 7.5" steel painted	Yes	
39) Full wheel covers, 18" bolt on with solid steel lug nuts.	Yes	
40) Windshield wipers, multiple speed electric, intermittent type, with windshield washers	Yes	
41) 12v DC power outlets (2)	Yes	
42) Cruise Control	Yes	

Bid Specification Requirements	Compliance Yes/ No	Variance from Bid Specifications
43) Driver's and front passenger's supplemental inflatable restraint system as mandated by NHTSA at the time of production.	Yes	
44) Safety air bags - Driver and passenger and head-curtain side impact	Yes	
45) Driver and Passenger head protection air bags	Yes	
46) Occupancy sensor	Yes	
47) Column-mounted transmission shift lever.	Yes	
48) Under hood lamp.	Yes	
49) Speedometer light cutoff switch.	Yes	
50) Electronic Stability Control	Yes	
51) TPMS (Tire Pressure Monitoring System)	Yes	
52) Theft deterrent	Yes	
53) Rear backup camera	Yes	

Bid Specification Requirements	Compliance Yes/ No	Variance from Bid Specifications
54) Rear "Park Assist" system or equivalent	Yes	Includes back Up Camera and Rear Sonar
55) Hand activated police spot light, factory mounted on driver's side of vehicle. Light activation and movement from inside driver's side of vehicle.	Yes	With available LED Upgrade
56) Warranty: Bumper to Bumper 36 month/36,000 miles (Basic) Powertrain - 60 month/60,000 miles Corrosion Perforation - 60 month/unlimited distance Safety Restraint System - 60 months/60,000 miles	Yes	

**RECEIVED**  
**JAN 29 2016**  
 BY: *[Signature]*

Price Bid per Vehicle:

\$25,903.00

Bidding Organization/ Contact Information:

Horace G. Ilderton LLC DBA Ilderton Dodge, Chrysler, Jeep  
 701 s. Main Street High Point NC. 27260 (336)822-8708

Date:

January 29, 2016

Signature of Bidding Individual:

*Robert Miller*

Print Name of Bidding Individual:

Robert Miller (rmiller@ilderton.com)



**Town of Smithfield  
Town Council  
Action Form**

**Item Title: Purchase of a 2016 Ford F550 Dump Truck**

**Date of Meeting:**

**March 1, 2016    Date Prepared: February 22, 2016**

**Staff Work By:** Lenny Branch, Public Works Director,

**Presentation By:** Lenny Branch

**Presentation Description:**

In this year's (FY 15-16) budget, the Public Works Street Division was approved \$90,000 to purchase a new dump truck. The new dump will be utilized for projects such as snow removal, street repairs, drainage and concrete hauling. All spec sheets included the 8ft snow plow attachment to add more versatility to the equipment. Bids were solicited from the following vendors:

- Deacon Jones Inc. Goldsboro - \$63,268.90
- Deacon Jones Inc. Smithfield - \$65,493.00
- Classic Ford Smithfield - \$67,051.00

**Action Requested:** Council is requested to award the purchase of the dump truck to the lowest bidder (Deacon Jones Inc. Goldsboro) in the amount of \$65,268.90 which includes the \$2,000 tax and tag fee.





*"We treat people the way we would like to be treated"*  
1014 Eleventh Street • Goldsboro, NC 27534 • Phone: (919) 736-3387

**BID TO: Town Of Smithfield**

**Attn: Russell Renfrow**

**FROM: Jeff Hill, Deacon Jones Ford/Lincoln**

**Bid for 2016 F- Series SD**

F550 4X4 CHAS/C; SUPERCAB; 186 WHEELBASE; OXFORD WHITE; VNYL  
40/20/40; STEEL; XL TRIM; AIR CONDITIONER; AM/FM STER/CLK; 6.7 DIESEL; 6-  
SPEED AUTO; .225 BSW AS 19.5; 4.10 LTD SLIP; 18000# GVWR PKG; TRANS PTO  
PROV; XTR HVY DTY ALT; BRAKE CONTROLLER; KNAPHEIDE PVMXS-123C  
SMOOTH STEEL PLATFORM Venco 9 TON HOIST (ELECTRIC/HYDRAULIC)  
RECIEVER HITCH 7-PIN TRAILER PLUG; BULKHEAD, 92"X40", HEAVY DUTY WELD  
ON, RECT, PUNCH WINDOW IS 24.25 WIDE, IT IS NOT CAB WIDTH; 40"  
FABRICATED SOLID SIDES FORD 12' BODY; FABRICATED SWING OUT REARS  
FOR FABRICATED SIDES LARGER THAN 14"; WESTERN PRO PLUS 8' 6" SNOW  
PLOW HAND HELD CONTROL.

**BID PRICE: \$63,268.90 W/ MANUAL TARP**

**\$63,484.90 W/ ELECTRIC TARP**

**4.10 LIMITED SLIP AXLE INCLUDED**

**COST: \$326.00**

**\*NO TAX OR TAG FEES INCLUDED\***

**Jeff Hill**

**Office: 919-736-3387**

**Cell: 919-222-0090**

Prepared By:  
 administrator  
 Lane Miller, Fleet Account Mgr  
 Deacon Jones Auto Group  
 Smithfield, NC 27577  
 Phone: (919) 625-1527  
 Email: Lmiller@deaconmail.com

2016 Fleet/Non-Retail Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesm

**SELECTED MODEL & OPTIONS**

**SELECTED MODEL - 2016 Fleet/Non-Retail DP0L94 4WD Crew Cab 197" WB 84" CA Tradesman**

<u>Code</u>	<u>Description</u>
DP0L94	2016 Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesman

**SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail DP0L94 4WD Crew Cab 197" WB 84" CA Tradesman**

<u>Code</u>	<u>Description</u>
-	Interior: Diesel Gray/Black
-	Exterior 1: Bright White Clearcoat
-	Exterior 2: No color has been selected.

**SELECTED OPTIONS - 2016 Fleet/Non-Retail DP0L94 4WD Crew Cab 197" WB 84" CA Tradesman**

**CATEGORY**

<u>Code</u>	<u>Description</u>
ENGINE	
ETK	ENGINE: 6.7L I6 CUMMINS TURBO DIESEL -inc: Cummins Turbo Diesel Badge, Electronically Controlled Throttle, 87 mph Maximum Speed, Current Generation Engine Controller, GVWR: 19,500 lbs, Diesel Exhaust Brake, Selective Catalytic Reduction (Urea), RAM Active Air Fleet Build Out Date of 12/21/2015.
TRANSMISSION	
DF2	TRANSMISSION: 6-SPD AUTO AISIN AS69RC HD -inc: GVWR: 19,500 lbs, Storage Tray, Front Armrest w/Cupholders, Tip Start (Requires ETK) (Requires 29A)
CPOS PKG	
29A	QUICK ORDER PACKAGE 29A TRADESMAN -inc: Engine: 6.7L I6 Cummins Turbo Diesel, Transmission: 6-Spd Auto Aisin AS69RC HD, Front Armrest w/Cupholders, Base Door Trim Panel *Upon selection of this pkg. the cost of powertrain components will be added* (Requires DF2 and ETK)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 425.0, Data updated 2/9/2016  
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 Customer File:

February 12, 2016 10:42:35 AM

Prepared By:  
 administrator  
 Lane Miller, Fleet Account Mgr  
 Deacon Jones Auto Group  
 Smithfield, NC 27577  
 Phone: (919) 625-1527  
 Email: Lmiller@deaconmail.com

2016 Fleet/Non-Retail Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesm

**SELECTED MODEL & OPTIONS**

**SELECTED OPTIONS - 2016 Fleet/Non-Retail DP0L94 4WD Crew Cab 197" WB 84" CA Tradesman**

**CATEGORY**

<u>Code</u>	<u>Description</u>
<b>AXLE RATIO</b>	
DMK	4.44 REAR AXLE RATIO (STD)
<b>WHEELS</b>	
WP3	WHEELS: 19.5" X 6.0" STEEL (STD)
<b>TIRES</b>	
TUV	TIRES: 225/70R19.5G ALL POSITION (STD)
<b>PRIMARY PAINT</b>	
PW7	BRIGHT WHITE CLEARCOAT
<b>PAINT SCHEME</b>	
---	STANDARD PAINT
<b>SEAT TYPE</b>	
TXX8	DIESEL GRAY/BLACK, HD VINYL 40/20/40 SPLIT BENCH SEAT
<b>GVWR</b>	
Z0C	GVWR: 19,500 LBS (With the selection of DF3, requires AH5) (With the selection of ESB, requires AH5)
<b>ADDITIONAL EQUIPMENT</b>	
AMP	CHROME APPEARANCE GROUP -inc: Bright Grille, Bright Front Bumper
AH2	AMBULANCE PREP GROUP -inc: 220 Amp Alternator, Upfitter Electronic Module (VSIM), Voltage Monitoring Auto Idle Up Sys If stationary engine idle up is required, order LBN.
LBN	POWER TAKE OFF PREP -inc: Hard Wired Remote Start w/29A,2EA-inc: Split Shaft Capability Power Take Off (Requires XXS) (With the selection of CKE, requires 2EA)
DK3	ELECTRIC SHIFT-ON-THE-FLY TRANSFER CASE
BAJ	220 AMP ALTERNATOR
XHC	TRAILER BRAKE CONTROL
XEF	TRANSFER CASE SKID PLATE SHIELD
TBB	FULL SIZE SPARE TIRE -inc: 19.5" Steel Spare Wheel
MRT	CHROME TUBULAR SIDE STEPS

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 425.0, Data updated 2/9/2016  
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Customer File:

February 12, 2016 10:42:35 AM

**Prepared By:**  
administrator  
Lane Miller, Fleet Account Mgr  
Deacon Jones Auto Group  
Smithfield, NC 27577  
Phone: (919) 625-1527  
Email: Lmiller@deaconmail.com

2016 Fleet/Non-Retail Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesm  
**SELECTED MODEL & OPTIONS**

---

**SELECTED OPTIONS - 2016 Fleet/Non-Retail DP0L94 4WD Crew Cab 197" WB 84" CA Tradesman**

---

**CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>
ADDITIONAL EQUIPMENT	
GXM	REMOTE KEYLESS ENTRY
XXS	UPFITTER ELECTRONIC MODULE (VSIM)
XF6	VOLTAGE MONITORING AUTO IDLE UP SYS

**OPTIONS TOTAL**

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 425.0, Data updated 2/9/2016  
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.  
Customer File:

February 12, 2016 10:42:35 AM

**Prepared By:**  
 administrator  
 Lane Miller, Fleet Account Mgr  
 Deacon Jones Auto Group  
 Smithfield, NC 27577  
 Phone: (919) 825-1527  
 Email: Lmiller@deaconmail.com

2016 Fleet/Non-Retail Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesm

**QUOTE WORKSHEET**

**QUOTE WORKSHEET - 2016 Fleet/Non-Retail DP0L94 4WD Crew Cab 197" WB 84" CA Tradesman**

MSRP	\$44,495.00
Destination Charge	\$1,195.00
Optional Equipment	\$11,625.00
Dealer Advertising	\$0.00
Customer Discount	(\$8,237.00)
12' DUMP 42" SIDES TAILGATE	\$10,090.00
CORNER STROBE LIGHTS & ROOF STROBE	\$1,325.00
SNOW PLOW ASSEMBLY MEDIUM GRADE	\$5,000.00
Taxable Price	\$65,493.00
TOTAL	\$65,493.00

Customer Signature / Date

Dealer Signature / Date

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 425.0, Data updated 2/9/2016  
 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:

February 12, 2016 10:42:35 AM

CNGP530

VEHICLE ORDER CONFIRMATION

02/19/16 13:34:11

=>

Dealer: F21614

2016 F-SERIES SD

Page: 1 of 1

Order No: 0001 Priority: D2 Ord FIN: QK776 Order Type: 5B Price Level: 640

Ord PEP: 660A Cust/Flt Name: TOWN OF SMITH PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
X5H	F550 4X4 S/C CC	\$43645	\$40480.00	425	50 STATE EMISS	NC	NC
	186" WHEELBASE			52B	BRAKE CONTROLLR	270	244.00
Z1	OXFORD WHITE			62R	TRANS PTO PROV	280	253.00
A	VNYL 40/20/40			63B	CLN IDLE DECAL	NC	NC
S	STEEL			65Z	AFT AXLE TANK	NC	NC
660A	PREF EQUIP PKG			67D	XTR HVY DTY ALT	NC	NC
	.XL TRIM				SP FLT ACCT CR		(656.00)
572	.AIR CONDITIONER	NC	NC		FUEL CHARGE		25.10
	.AM/FM STER/CLK				DEST AND DELIV	1195	1195.00
99T	6.7L V8 DIESEL	8130	7338.00	TOTAL	BASE AND OPTIONS	53710	49051.10
44W	6-SPEED AUTO	190	172.00	TOTAL		53710	49051.10
TFB	.225 BSW AS 19.5			*THIS IS NOT AN INVOICE*			
X41	4.10 REG AXLE	NC	NC				
	LESS TPMS						
	18000# GVWR PKG						

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04452

fmcdealr@4DV1N22

Feb 19, 2016 1:36:39 PM

INVOICE NO. \_\_\_\_\_ **RETAIL BUYERS ORDER AND INVOICE**  
 DEAL NO. \_\_\_\_\_  
 STOCK NO. \_\_\_\_\_



1698 Booker Dairy Road  
 Smithfield, NC 275774344  
 Phone number 919.934.6500  
 Fax number 919.934.2824

PURCHASER **TOWN OF SMITHFIELD** DATE **2/18/2018**

ADDRESS \_\_\_\_\_ ZIP # **27577** PH. \_\_\_\_\_

ENTER MY ORDER FOR YR. **2016** MAKE **FORD** TYPE **F350** PAINT **WHITE** TRIM \_\_\_\_\_

SERIAL NO. \_\_\_\_\_ MOTOR NO. \_\_\_\_\_ IGN. KEY \_\_\_\_\_ TRUNK KEY \_\_\_\_\_

NEW  USED  DEMO SALESMAN \_\_\_\_\_

SOLD **0** TRADE-IN \_\_\_\_\_ PRICE **67,051.00**

OPTIONS: \_\_\_\_\_ Discount \_\_\_\_\_

Minimum Package \_\_\_\_\_ 0.00

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The insurance does not include public liability or property damage insurance.	
CREDIT LIFE	
LIABILITY (ACCIDENT & HEALTH)	
TOTAL INSURANCE	
AMOUNT FINANCED	
BAL. IN	MONTHS @
FINANCE CHARGE	
ANNUAL PERCENTAGE RATE	
TOTAL TRIME BALANCE	
APPROVED BY	
FINANCE CO.	

**INSURANCE:** By execution of this Retail Buyers Order ("Order"), you certify that you have personal injury protection/liability insurance presently in effect. Upon taking possession of the vehicle, you hereby agree you assume sole responsibility for the vehicle and will hold us harmless from any damages or losses of any kind relating to the vehicle or its operation that may occur regardless of cause or fault.

**RETAIL PURCHASE WITHOUT SELLER ASSISTED FINANCING:**  
 If you choose to pay the unpaid balance of the cash selling price by providing your own cash and/or financing, the sale is final when you sign this Order and we have received funds for the unpaid balance from you or your financing source.

**CONDITIONAL RETAIL PURCHASE WITH SELLER ASSISTED FINANCING:**  
 You acknowledge that this Order shall not become binding until approval of the terms hereof is given by a bank or finance company willing to purchase a Retail Installment Contract between the parties hereto based on such terms.

**ORAL PROMISES:**  
 Oral promises are not valid. Any promises or understandings not specified in writing in this Order are not valid and shall not be considered a part of this Order.

**AGE:** By execution of this Order, you certify that you are 18 years of age or older.

**AGREEMENT TO MEDIATE/ARBITRATE DISPUTES:**

Both parties agree that instead of litigation in a court, if any dispute, controversy, or claim (individually or collectively a "dispute") occurs arising out of or related to the sale of this vehicle, this Order or any other document or Agreement relating to the vehicle (including any Retail Installment or Consumer Credit Sale Contract), the parties shall first attempt to settle the dispute by direct discussions. If discussions fail, the parties shall next try to settle the dispute amicably by mediation administered by an American Arbitration Association under its Commercial Mediation Rules before resorting to Arbitration. Either party may initiate such mediation. Following mediation, any unresolved dispute shall be settled by binding arbitration administered by the American Arbitration Rules. Such arbitration shall be conducted in the city where the buyer is located and each party shall pay his or her own costs. Following arbitration, any party may apply to any court having jurisdiction for an order confirming the arbitration award and for judgment or decree to be entered in conformity therewith. As is true with the rest of this Order, this agreement to mediate/arbitrate disputes only applies when this Order becomes binding. Under no circumstances does this agreement to mediate/arbitrate apply to the Conditional Delivery Agreement, if any, or when we have not received funds for the unpaid balance from you or your financing source.

**NOTICE TO PURCHASERS:** You acknowledge that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior Order. You further acknowledge that a separate Conditional Delivery Agreement and Power of Attorney is to be executed by both parties. You are notified to a copy of all agreements and documents that you sign. You acknowledge receipt of a complete copy of this Order. This Order is not binding unless signed by the Dealer or his authorized representative and by the Purchaser(s).

ACCEPTED: CLASSIC FORD LINCOLN MERCURY, INC.

BY \_\_\_\_\_ MANAGER BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**Town of Smithfield  
Town Council  
Action Form**

**Item Title: Bid Award for 2015 - 2016 Street Resurfacing Project**

**Date of Meeting: March 1, 2016    Date Prepared: February 22, 2016**

**Staff Work By:** Lenny Branch, Public Works Director,  
Connie Lassiter, Purchasing Agent

**Presentation By:** Lenny Branch

**Presentation Description:**

The 2015-2016 Resurfacing project consists of sixteen (16) streets; the sixteen (16) streets are a total of approximately 1.5 miles of city streets that will receive a 1-1/2" overlay. Five (5) of the sixteen (16) streets will be milled down a 1-1/2" below the gutter line and then receive the 1-1/2" overlay. Bid packets were sent out to nine (9) licensed contractors, three (3) out of the nine (9) contractors submitted bids for the project. The bids are as follows:

S T Wooten Construction	= \$327,021.60
Turner Asphalt	= \$306,722.70
JP Edwards	= \$255,325.80

The Powell Bill funds available for this year's project is \$300,000. JP Edwards was the lowest bidder at \$255,325.80. Our contract gives us the flexibility to increase or decrease the various amounts of work by 25% with no change in unit price. With that being said if council approves to go with the lowest bid (JP Edwards \$255,325.80) it will leave a remainder of \$44,674.20. If approved by council, staff would like to use the left over funds to do some asphalt repair work in the town parking lot behind Wells Fargo.

**Action Requested:**

Council is requested to authorize two actions – (1) Award the bid to JP Edwards for the amount of \$255,325.80. (2) Grant staff permission to use the left over funds \$44,674.20 to repair 156LF of curb and gutter (\$5,000), full depth patch (FDP) 276LF of damaged asphalt (\$12,696), 1"1/2 overlay 3,250.3 SY of parking lot (\$23,565.00) and restripe spaces in town parking lot behind Wells Fargo. Total project cost on 2<sup>nd</sup> request \$41,261.00

Total project cost \$296,586.80.



**2015-2016  
Street Resurfacing Project – Street Listing**

				Segment	
				From:	To:
		Street Name			
1.	E	Johnston	ST	S 6 <sup>th</sup> Street	S 7 <sup>th</sup> Street
2.	E	Lee	ST	S 5 <sup>th</sup> Street	S 6 <sup>th</sup> Street
3.	S	6 <sup>th</sup>	ST	Massey Street	E Johnston Street
4.	S	6 <sup>th</sup>	ST	E Davis Street	E Lee Street
5.		Walnut	DR	W Sanders Street	W Bingham Street
6.	S	1st	ST	E Sanders Street	W Bingham Street
7.	S	4th	ST	E Johnston Street	E Church Street
8.	E	Lee	ST	S Third Street	S 4 <sup>th</sup> Street
9.	W	Rose	ST	S Vermont Street	End of PVMT
10.	E	Woodall	ST	S 4 <sup>th</sup> Street	S 5 <sup>th</sup> Street
11.	E	Woodall	ST	S 5 <sup>th</sup> Street	S 6 <sup>th</sup> Street
12.	N	7th	ST	Caswell Street	Hancock Street
13.		Hancock	ST	N 5 <sup>th</sup> Street	N 6 <sup>th</sup> Street
14.		Furlong	DR	Martin Luther King Dr	Martin Luther King Dr
15.		Edgecomb	CT	Bradford Street	Cul-De-Sac
16.	N	Roderick	DR	W Market Street	Dead End

- Contractor will be required to provide all traffic control devices and comply with all DOT standards in and around work zones.
- Contactor is responsible for notifying 911 communications on all temporarily closed streets. Please provide location of street closing as well as estimated time frame. Contact # 919-934-9411
- Contactor will be required to address drainage issues within newly paved areas. Do not block the flow of water in intersection that requires water to fall from gutter line to gutter line. Hand work maybe required in certain areas.
- Contractor will be responsible for keeping construction areas clean. All scraped areas along roadway edges will need to backfilled and raked down for positive drainage.
- All track-based equipment is required to be transported on trailers from site to site. Track equipment is not allowed on town-paved streets outside of construction areas.
- Contractor will be required to assist citizens in and out of driveway areas that fall within construction zones. This may require but not limited to flaggers designated at each end of intersections.
- **Streets highlighted in yellow will require milling 1”1/2 below gutter line.**
- **Do not pave over the gutter areas. Taper edges at gutter line.**

February – 2016

**Town of Smithfield  
Town Council Action Form**

**Business Item:** Consideration of approval of a Pole Attachment Agreement with Fiber Technologies Network, L.L.C. and the Town of Smithfield.

Date of Meeting: March 1 2016

Date prepared: February 11, 2016

Staff Work by: Pete Connet, Rodney Johnson

Presentation: Pete Connet, Rodney Johnson

**Item:**

Several weeks ago Rodney Johnson and I were contacted by Ms. Judy Newkirk, Director of Access and Permitting for Lightower Fiber Networks (a national firm). Ms. Newkirk inquired about attaching to our power poles along US 301 N (Brightleaf Blvd.) and Market Street to 5<sup>th</sup> Street, for "small cell" locations.

Rodney has talked to them about the technical issues of attaching to our poles, and his immediate questions have been answered. He and I feel that a Pole Attachment agreement, similar to the one we will be using with Time Warner, is the best type of agreement we can have for this type of arrangement. As you will see in the proposed agreement there are technical standards that must be met and fees to be paid for each location where they attach to one of our poles. According to Ms. Newkirk their [customer](#) is a large wireless carrier and Lightower will be upgrading their network to increase broadband capacity. So any customers that have wireless service with our client will have faster service when Lightower's project is complete.

A draft agreement was sent to Ms. Newkirk and the language, with minor changes, was acceptable to them. The final version is what is before you tonight. A map of the proposed route is found at the end of the agreement.

**Action Requested:**

Approve a motion authorizing the Interim Town Manager to sign the Pole Attachment Agreement with Fiber Technologies Network, L.L.C., on behalf of the Town of Smithfield.

## **Pete Connet**

---

**From:** Newkirk, Judy <JNewkirk@lighttower.com>  
**Sent:** Tuesday, January 19, 2016 12:34 PM  
**To:** Rodney Johnson  
**Cc:** Pete Connet  
**Subject:** Proposed route map and small cell locations for Fiber Technologies Networks, L.L.C.  
**Attachments:** Smithfield, NC proposed fiber route and small cell locations.pdf

Hi Rodney and Pete

Attached is a proposed route map for our fiber installation in Smithfield. As I mentioned to Rodney, the yellow star icons on the map indicate small cell locations proposed by our client. My understanding is that you may prefer separate pole settings versus antennas on existing poles and that certainly is an option.

Once you review this, I can have one of our project managers give you a call to answer any specific operation questions you may have at this time.

Also, I'd like to review your pole attachment agreement when it's available.

Thanks for your help.  
Judy

Judy Newkirk  
Director of Access and Permitting  
Lighttower Fiber Networks  
+ 585-568-8485 [office]  
+ 585-233-4949 [mobile]  
+ [jnewkirk@lighttower.com](mailto:jnewkirk@lighttower.com)  
+ [www.lighttower.com](http://www.lighttower.com)



**POLE ATTACHMENT AGREEMENT**

**BETWEEN**

**Fiber Technologies Networks, L.L.C.**

**AND**

**Town of Smithfield, North Carolina**

**March 2, 2016**

## **Pole Attachment Agreement**

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## **POLE ATTACHMENT AGREEMENT**

THIS POLE ATTACHMENT AGREEMENT ("Agreement"), effective as of the 2nd day of March, 2016 (the "Effective Date") by and between the Town of Smithfield, North Carolina (hereinafter "Licensor"), and Fiber Technologies Networks, L.L.C., a New York limited liability company (hereinafter "Licensee"), sometimes referred to collectively as the Parties or individually as "Party";

WHEREAS, Licensee proposes to furnish communications services and desires to install and maintain all facilities, including, but not limited to, aerial cables, transceivers, amplifiers, equipment, wires, and associated hardware (hereinafter cumulatively referred to as "Facilities") on Licensor's poles in Licensor's and in the rights of way of Licensor; and

WHEREAS, Licensor is willing to permit, subject to the terms and conditions set forth herein, to the extent required by law, including, but not limited to, North Carolina General Statutes § 62-350 the attachment of Licensee's Facilities to its poles, where such use will not interfere with Licensor's own primary electric service requirements or the existing attachments of others authorized to use the poles of Licensor.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

### **ARTICLE I.** **SCOPE OF AGREEMENT**

#### **1.1 Service Area.**

This Agreement shall be in effect in all Licensor areas and shall apply to Licensor poles now existing or hereafter constructed during the term of this Agreement.

#### **1.2 Intentionally Omitted.**

#### **1.3 Authorization.**

Subject to the terms and conditions of this Agreement, Licensor grants to Licensee and Licensee accepts from Licensor, a non-exclusive license to occupy, place and maintain its Facilities on Licensor's poles, which non-exclusive license includes the use of Licensor's drop/service poles. No use of Licensor's poles, however extended, or payment of fees or charges required under this Agreement, shall create or vest in Licensee any ownership or property rights in such poles. Licensee rights herein shall remain those of a mere license.

#### **1.4 Assignment.**

Licensee may not assign its rights under this Agreement to any other entity without Licensor's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign its rights under this Agreement to an entity acquiring fifty-one percent (51%) or more of Licensee stock or assets or any



subsidiary or affiliated company in which Licensee holds a 10% or greater interest or an entity controlling or under common control with Licensee without obtaining Licensor's consent. Licensor shall notify Licensee within thirty (30) days in the event it assigns its rights under this Agreement or if it transfers ownership of any or all of its poles to another entity. Notwithstanding the foregoing, this Section 1.4 shall not prohibit licensee from leasing fibers or capacity in its facilities.

**1.5 Facility Removal.**

Upon termination of this Agreement for any reason, and subject to the provisions of applicable North Carolina law, Licensee, at the request of Licensor, shall remove, at Licensee's expense, all Facilities from Licensor's poles. The maximum time limit within which Licensee shall remove its Facilities from Licensor's poles shall be ninety (90) days. If Licensee does not remove its Facilities from Licensor's poles as required by this Section 1.5, Licensor shall have the right to remove Licensee's Facilities at the sole risk and expense of Licensee.

**1.6 Authorizations Required.**

Licensee, at its sole cost and expense, shall secure all authorizations, franchises, licenses, permits and consents required for the construction, operation and maintenance of the Facilities. If any authorizations, franchises, licenses, permits or consents obtained by Licensee are subsequently revoked, terminated or denied for any reason, Licensee shall retain the right to pursue and exhaust all legal, administrative, and equitable remedies in all state and federal forums before Licensor may revoke Licensee's permission to attach to Licensor's poles.

**1.7 Term.**

This Agreement shall become effective upon its execution and shall continue in effect for an initial term of five (5) years (the "Initial Term"); thereafter, this Agreement shall renew automatically for successive terms of one (1) year (each, a "Renewal Term"). Licensor or Licensee may terminate this Agreement at any time during the Initial Term or any Renewal Term with six (6) months written notice to the other. In the event that this Agreement is terminated, the contract terms and conditions, including the applicable rates, shall continue as stated herein until this Agreement is renewed on terms and conditions satisfactory to both Parties. If the Parties are unable to agree on satisfactory renewal terms and conditions, and unless the Parties are proceeding in accordance with North Carolina General Statutes § 62-350, Licensee shall remove its Facilities in accordance with the provisions of Section 1.5 of this Agreement.

**ARTICLE II.**  
**PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS**

**2.1 Permit Application; Confidentiality.**

Before making or modifying any attachment to any pole or poles of Licensor, Licensee shall submit a permit application (see **Exhibit A**) and receive from Licensor a permit for such attachment/placement. The Parties agree Licensee shall be required to submit a permit application in order to perform routine maintenance, including replacement of cables, or over lashing; however, Licensee shall provide Licensor with thirty (30) days advance notice of any over lashing. In addition, Licensor agrees that a permit application shall not be required for Licensee to make an attachment to drop poles subject to the requirements stated in Section 2.8 of this Agreement. All materials submitted by Licensee in connection with permit applications for Facilities are to be handled and reviewed only by those Licensor personnel directly responsible for the coordination and administration of joint-use requests. Such materials are of a confidential, proprietary, and commercially sensitive nature and, unless otherwise required by law, shall not be disclosed by Licensor or its employees for any reason other than to process and administer Licensee Facilities' permit application request.

**2.2 Make-ready Survey.**

When Licensor receives a permit application, a make-ready survey may be necessary to determine the adequacy of the existing poles and anchors to accommodate Licensee's Facilities. Licensor, upon prior notice to Licensee, may perform the field inspection portion of the make-ready survey and Licensee may be present if desired.

**2.3 Grant or Denial of Access.**

Except as otherwise provided by law, Licensor reserves the right to deny Licensee access to any pole, on a non-discriminatory basis, where there is insufficient capacity on or in Licensor's poles or for reasons of safety, reliability or generally applicable engineering standards, provided that before Licensor denies access based on insufficient capacity, Licensor shall explore potential accommodations in good faith and take all reasonable steps to accommodate Licensee request for access. In addition, Licensor shall not arbitrarily deny or condition Licensee's permit application based upon Licensee's status as a provider of cable service, broadband cable communications services or other lawful communications services. Licensor shall either grant or deny access to its facilities within thirty (30) calendar days of Licensee permit application. If access is not granted by Licensor within thirty (30) days of Licensee permit application, Licensor must confirm the denial of access in writing by the thirtieth (30th) day. Licensor's denial shall be specific and shall include all relevant evidence and information supporting its denial, and shall explain how such evidence and information related to the denial of access for reasons of lack of capacity, safety reliability or generally applicable engineering standards.

## **2.4 Make-ready.**

(A) Whenever any pole to which Licensee seeks attachment can and must be modified or replaced solely to accommodate Licensee's Facilities, Licensor will provide Licensee with a detailed estimate of make-ready work it believes to be necessary to prepare the pole for Licensee's Facilities. Licensor will provide Licensee with such estimate within thirty (30) days of receiving Licensee's permit application for attachment. After receiving this estimate, if Licensee still desires to make the attachments, Licensee shall notify Licensor within 15 days of receiving such estimate of such continuing desire to attach or occupy, and shall pay to Licensor any required advance payment for the reasonable and actual cost of such make-ready work, which may include engineering, materials (including poles and associated hardware), cost of removal (less any salvage value), and the expense of transferring Licensor's facilities, as well as the attachments of other preexisting occupants, from the old to the new poles if required solely to accommodate Licensee's Facilities. Where the advance payment of estimated expenses made to Licensor by Licensee for both non-replacement make-ready and replacements is less than the reasonable and actual cost of work described above, Licensee shall pay Licensor the amount in excess of the amount of the advance payment. Where the advance payment of estimated expenses made to Licensor by Licensee exceeds such reasonable and actual costs, Licensor shall refund the difference to Licensee. Licensor shall commence all requested make-ready and pole replacement work within 30 days of receiving any work request confirmation and any required advance payment from Licensee. Licensee shall not be responsible for any make ready costs required to cure pre-existing violations of the NESC or other applicable requirements.

(B) Notwithstanding the foregoing, Licensee, at its option but with Licensor's prior written consent, may choose a contractor that meets industry standard qualifications and criteria, to perform make-ready work on its behalf. In secured areas where safety or system reliability concerns are an issue, Licensor may require an escort to supervise the work of Licensee's agents. Licensor shall also retain the right to perform post-installation inspections, at Licensee's expense, to ensure Licensee's agents' work meets Licensor's standards.

(C) Licensor shall be responsible for notifying other parties with existing attachments or occupancy and coordinating the make-ready work necessary in order to accommodate Licensee's attachments.

## **2.5 Multiple Applications.**

When applications to occupy the same pole, or have been received from two or more prospective occupants, including Licensee, before any one of them is given a permit, and, if to accommodate their respective facilities it would be necessary to rearrange existing facilities or replace the pole, each such prospective occupant shall bear the applicable costs of rearrangement or replacement incurred in conjunction with its own application(s).

## **2.6 Modifications and Cost Allocation.**

If a pole to which Licensee has previously made an attachment is to be modified or replaced due to the requirements of another joint-user, including Licensor, except when such modification is for the purpose of performing routine maintenance or to respond to an emergency situation, Licensor shall provide Licensee with forty-five (45) days' notice of the proposed modification or replacement so that Licensee can determine whether it wishes, subject to the provisions of Section 2.1, above, to add to or modify its existing attachment or occupancy in connection with the proposed modification or replacement. For purposes of this Section 2.6 only, and in the event Licensee decides to add to or modify its existing attachment or occupancy in connection with the proposed modification or replacement, Licensee give notice to Licensor of its intent within thirty (30) days of receipt of notice from Licensor.

In the event that a pole is modified as a result of the requirements of Licensor, Licensee or any other joint-user, the costs of modification (including, but not limited to, the cost of rearranging or replacing the attachments of other joint-users who do not take part in or directly benefit from the modification) shall be borne proportionately by all such entities that require such modification to obtain access to such pole. For the purpose of allocating modification costs under this section, the proportion of the modification costs attributable to each modifying or newly attaching entity shall be determined by the ratio of the new useable space occupied by each modifying or newly attaching entity in relation to the total new usable space occupied by all modifying or newly attaching entities. For example:

- (A) Should Licensor replace any poles because of the increased requirements of more than one pole occupant, including those of Licensee, Licensee shall be responsible only for its transfer costs from the old pole to the new pole and the cost of any non-betterment portion of the new pole.
- (B) Should Licensor replace any poles solely because of Licensee increased requirements, in addition to being obligated to transfer its attachments to the new pole at its own expense, Licensee shall pay those costs and expenses associated with the transfer of other pole occupants' facilities from the old pole to the new pole.
- (C) Should the increased requirements of Licensor and/or the requirements or increased requirements of other pole occupants call for the replacement of any poles without any increase in the requirements of Licensee, Licensee shall bare any costs associated with the transfer of its Facilities from the old pole to the new pole. If another third party, other than the Licensee request that pole be replaced then, that third party shall reimburse the Licensor and Licensee for transferal of their lines and equipment. Whenever Licensor intends to modify or replace a pole, Licensor shall provide 45 days advance written notification of such action to Licensee so that Licensee may have a reasonable opportunity to add to or to modify its attachment.

**2.7 Pole Maintenance.**

(A) Should Licensor replace any poles because of (i) deterioration or (ii) the requirements of public authorities or property owners, and should Licensee desire to occupy the new pole, Licensee shall be obligated to transfer its attachments to the new pole at its own expense.

(B) Licensee, at its own expense and risk and by the terms of this Agreement, shall place, transfer, and rearrange its own attachments on Licensor's poles, place guys to sustain any unbalanced pole loads caused by its own attachments, and perform any tree trimming or cutting incidental thereto. Licensee at all times shall perform such work promptly and in such manner as not to interfere with the service of Licensor or by other pole occupant.

(C) In the event Licensor determines, in Licensor's reasonable judgment, that a particular condition or situation is an emergency, Licensor may arrange to relocate, replace, remove, renew or disconnect Licensee's Facilities and transfer them to substituted poles or perform any other work in connection with Licensee's Facilities that may be required during the emergency. Licensor shall provide Licensee with the immediate notice of the situation so that Licensor and Licensee, if possible, may coordinate their responses to the emergency. If notice is impossible during the emergency situation, Licensor shall notify of any emergency and any relocation, replacement or removal affecting Licensee's attachments, as soon as reasonably practicable.

(D) Licensee shall be responsible for trimming and cutting all trees, shrubbery, and other vegetation in the vicinity of its Facilities as necessary for the operation of its own Facilities and at its own expense. This shall be done in a manner not to interfere with or damage any existing attachments. For non-emergency maintenance, property owner(s) shall be notified in advance of any work performed by Licensee.

**2.8 Drop Poles Runs.**

Notwithstanding any other provision set forth in this Agreement, after initial construction of its Facilities, Licensee shall have the right to attach non-current carrying drops to drop poles ("Drops") without prior application; provided, however, that Licensee shall forward a notice of attachment of Drops monthly for billing adjustments.

**2.9 Continuous Licensor Operation.**

Licensee expressly agrees that Licensee shall not intentionally interfere with the normal operation of Licensor's equipment during Licensee's performance of any construction or maintenance, and that Licensee shall provide and use all protective equipment necessary for the protection of Licensee employees and equipment and to guard against interferences with normal operation of Licensor's equipment.

**2.10 Compliance with and Supplements to Safety Codes.**

Licensee shall not cause or permit any person, other than an experienced workman who knows and appreciates the dangerous character of electricity and the danger of working in proximity to wires and other facilities composing electric lines which are or may be energized with electricity at the various voltage used in supplying electricity for public use, to work on or near any pole or to work upon any of Licensee's equipment attached to any pole belonging to Licensor or attached to any pole belonging to another utility to which Town's energized facilities are also attached; and, as to any such person as may be authorized or permitted by Licensee to work on or near any such pole or do any such work, the Licensee shall warn him of the danger involved in working or being close to Town's wires and facilities and of the danger in making contact with the electricity with which said wires and facilities are or may be energized either by means of personal touch or by means of any conductive device, and Licensee shall provide competent supervision over the work being done by such person at all times. Licensee shall attach its Facilities to Licensor's poles in a safe condition and maintain them in thorough repair, and in compliance with the requirements and specifications set forth in applicable Federal and State law, the National Electrical Safety Code in effect as of the time of attachment ("NESC") and the applicable rules and regulations of the Occupational Safety and Health Act. In the event the NESC is updated, all Facilities installed by Licensee after the effective date of the updated NESC shall comply with the applicable requirements of the updated NESC. Licensor shall apply to Licensee only such specifications, standards and practices as are uniformly applied to all parties attached to the poles.

**2.11 Non-Interference with Licensor Facilities.**

Licensee at all times shall ensure that its agents, servants, employees, and contractors neither take nor attempt to take any action whatsoever to interfere with Licensor's wires, attachments, and other facilities attached to or supported by poles covered by this Agreement. Each Party shall exercise reasonable precautions to avoid damage to the facilities of the other.

**ARTICLE III.  
INSPECTIONS**

**3.1 Post-Installation and Safety Inspections.**

Licensor reserves the right to inspect each new Licensee installation on Licensor's poles and in the vicinity of Licensor's lines. Licensor also reserves the right to make reasonable periodic inspections as conditions may warrant, to determine if Licensee's construction and installation complies with the approved shop drawings, construction drawings, and/or applicable safety codes or laws.

### **3.2 Facilities Inventory.**

(A) Licensee and Licensor, acting in a cooperative manner for purposes of rendering bills, shall tabulate the total number of Licensee attachments on Licensor's poles. This tabulation shall be based on a perpetual inventory of permits.

(B) Within twelve (12) months of the Effective Date of this Agreement, Licensor shall conduct an initial inventory of Licensee's attachments to verify the number of poles on which Licensee has attached its equipment and may conduct subsequent inspections as set forth herein. All such attachments found in the initial inventory shall be deemed authorized. Licensor shall provide thirty (30) days' notice of such initial inventory so that Licensee may be present and observe such inventory. After completion of the initial inventory of poles, subsequent inventories may be taken by Licensor as frequently as annually. To the extent subsequent inventories identify Facilities that have been attached without permits since the most recently completed inventory, Licensee shall pay Licensor the unauthorized attachment fee set forth below in Section 3.3.

(C) Inventories may be conducted, in Licensor's discretion, either by Licensor or by an independent contractor selected by Licensor. Licensee shall be permitted to observe the conduct of the physical inventory. Subsequent inventories shall be preceded by ninety (90) days advance written notice to Licensee. Prior to such inventory, the projected costs of the inventory shall be submitted to Licensee in advance for approval. Licensee shall be responsible for a pro-rata share of the actual inventory costs on poles to which Licensee has attachments.

(D) As an alternative to performance of a physical inventory, the Parties may, if mutually agreed, determine the number of attachments from existing maps and/or attachment records provided that such maps or records exist and provided that each Party agrees that results with reasonable accuracy can be achieved. If the Parties agree to this method, any maps and/or records belonging to one of the Parties and utilized to count attachments shall be made accessible to the other Party and the number of attachments shall be determined through a mutual and cooperative effort of both Parties. The results of attachment counts performed in this manner shall be treated, for the purpose of determining rentals and other charges due for unauthorized attachments, as if results were achieved by an actual jointly conducted physical inventory.

### **3.3 Inventory Disparity.**

(A) Following the initial inventory described above in Section 3.2, in the event the number of poles to which Licensee has attached its Facilities differs from the number shown in Licensor records, Licensor may collect from Licensee, for each pole with an unauthorized attachment, an unauthorized attachment penalty not in excess of an amount approximately equal to the otherwise applicable annual pole, plus 5% interest on the unpaid amount, for the number of years since the most recent inventory or five years, whichever is less. This penalty shall be imposed in lieu of any amounts recoverable for unpaid annual fees. Within forty-five (45) days from notice by Licensor to Licensee of

an unauthorized attachment, Licensee shall either apply for a permit or remove its unauthorized attachment. If Licensee fails to either apply for a permit or remove its unauthorized attachment within such forty-five (45) days, Licensor shall have the right to remove the unauthorized attachment at the sole risk and expense of Licensee.

**ARTICLE IV.**  
**ABANDONMENT OF JOINT POLES**  
**AND REMOVAL OF ATTACHMENTS**

**4.1 Notice.**

Licensee, at any time, may remove its Facilities from any pole(s) of Licensor, and shall give Licensor written notice within thirty (30) days of such removal.

**4.2 Pole Abandonment.**

(A) If Licensor desires at any time to abandon any pole(s), it shall give Licensee notice in writing to that effect at least 90 days prior to the date on which it intends to abandon such pole. If, at the expiration of such 90 day period, Licensor has no attachments on such pole(s) but Licensee has not removed all of its attachments from such pole(s), Licensor may transfer ownership of the pole(s) to Licensee if accepted by Licensee. In the event Licensee agrees to accept such poles, Licensee shall hold Licensor harmless from all obligation, liability, damages, costs, expenses or charges incurred thereafter, and not arising out of any prior event or occurrence theretofore as a result of any attachments to such pole(s).

(B) If Licensee does not accept the transfer of ownership of pole(s) or abandoned by Licensor, Licensor shall have the right to remove Licensee's attachments at the sole risk and expense of Licensee.

**ARTICLE V.**  
**RENTAL AND PROCEDURE FOR PAYMENTS**

**5.1 Rental Rate.**

The annual rental amount to be paid by Licensee shall be as shown on Schedule A on a yearly basis for each pole to which Licensee's Facilities are attached.

**5.2 Payment Due Date.**

Rental payments shall be invoiced annually. Licensor will submit to Licensee an invoice for the annual rental period no later than the sixtieth (60<sup>th</sup>) day after the Effective Date (and no later than the sixtieth (60<sup>th</sup>) day after the anniversary of the Effective Date for each renewal term). The invoice will reflect the number of attachments as of the Effective Date. Rental bills shall be considered delinquent if not paid in full within 30 days upon receipt. If Licensor does not receive any undisputed fee or other undisputed billable amount within (30) days after it becomes due, Licensee shall pay interest to



Licensor at a rate set for that period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Code.

**5.3 Payment of Other Amounts.**

Any other payments required to be made by either Party pursuant to the terms of this Agreement shall be made in accordance with the provisions of this Article V.

**ARTICLE VI.  
LIABILITY AND INSURANCE**

**6.1 Indemnity and Allocation of Liability.**

The Parties shall exercise reasonable care to avoid damage to the facilities of each other, to the facilities of other joint-users on Licensor's poles or to other persons or their property. When any liability is incurred by either or both of the Parties hereto for damages for injuries to the employees or for injury to the property of either Party, or for injuries to other persons or their property, arising out of the joint use of facilities under this Agreement, or due to the proximity of the facilities of the Parties covered by this Agreement, the liability for such damages, as between the Parties hereto, shall be as follows:

(A) Except as otherwise provided in this Article VI, each Party hereby assumes all responsibility and shall be liable for any and all loss for damage to the facilities of the other and to the facilities of other joint-users on Licensor's poles caused solely by its gross negligence or willful misconduct, or that of its employees, agents, servants or independent contractors;

(B) Each Party hereby assumes all liability and shall be liable for all damages caused by such Party for injuries to third persons or third person's property caused solely by its gross negligence or willful misconduct, or that of its employees, agents, servants or independent contractors;

(C) In the event such injuries are proximately caused by the concurrent gross negligence or willful misconduct of both Parties hereto, each Party shall be liable for the damages in the same proportion that the damages caused by the gross negligence or willful misconduct of the respective Party bears to the total damages;

(D) Where, on account of injuries of the character described in the preceding paragraphs of this Article, either Party hereto shall be required to make any payment to its injured employees or to the relatives or representatives in conformity with: (1) the provisions of any Workers' Compensation Act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or (2) any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments

shall be construed to be damages within the terms of the preceding sections of this Article.

(E) Intentionally Omitted.

(F) Intentionally Omitted.

(G) Each Party shall indemnify (the "Indemnifying Party") and save harmless the other party (the "Indemnified Party") from and against all liability, including, but not limited to, all damages, costs, attorneys' fees, disbursements, and other proper charges and expenditures that the Indemnified Party may incur, solely as a result of the gross negligence or willful misconduct of the Indemnifying Party, its employees, agents, servants or independent contractors (other than the Indemnified Party), while in the course of their employment or in the performance of their contract which causes damages to third parties or to the property of third parties which are proximately caused by such acts, omissions or breaches. The agreement to indemnify and save harmless is conditioned on the following:

- (i) that the Indemnified Party shall give prompt notice in writing to the Indemnifying Party of such a claim; and
- (ii) that the Indemnifying Party shall have the sole control of the defense of any action on such a claim, and all negotiations for the settlement or compromise of the same; provided, however, that the Indemnifying Party shall not settle or compromise an action or claim on behalf of the Indemnified Party without the prior written consent of the Indemnified Party;
- (iii) should any situation become, or in Indemnifying Party's opinion be likely to become, the subject of any such claim or action, the Indemnified Party shall permit Indemnifying Party, at the option and expense of the Indemnifying Party, to take such reasonable action as may be appropriate under the circumstances to avoid such claim, or to effectuate the settlement thereof; and
- (iv) The Indemnifying Party shall have no liability to the Indemnified Party hereunder for any damages caused solely by the Indemnified Party, its agents, servants, employees, or independent contractors (other than the Indemnifying Party).

## **6.2 Consequential Damages.**

Notwithstanding the foregoing, neither Party shall be liable to the other for any indirect, special or consequential damages, including, but not limited to, loss of profits or revenues, interruption of customer service or interference with business operations.

**6.3 Settlement.**

In the event the Indemnifying Party compromises or settles any such claim with a third party, the Indemnifying Party shall obtain a release of all claims arising out of that particular incident against the Indemnified Party, in addition to any release in favor of the Indemnifying Party.

**6.4 Insurance Requirements.**

Licensee shall carry and keep in force, while this Agreement is in effect, insurance contracts, policies and protection with a reliance company or companies satisfactory to Licensor and licensed to do business in North Carolina in amounts and for coverage deemed necessary for its protection by Licensee, but in no event for amounts or coverage less than the following minimum requirements:

(A) Commercial General Liability Insurance (including, but not limited to premises, operations, explosion, collapse and underground hazard, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury) with limits of at least \$2,000,000 combined single limit bodily injury and property damage for each occurrence.

(B) Licensee shall also carry and keep in force, while this Agreement is in effect, Workers' Compensation insurance in compliance with the laws of North Carolina and employer's liability insurance with minimum limits of \$ 1,000,000 per occurrence.

(C) Licensee shall furnish Licensor with certificates of insurance showing that such insurance is in force and will not be cancelled or modified without thirty (30) days' prior written notice to Licensor. Neither acceptance nor knowledge (by and of Licensor) of the procurement of Licensee of insurance protection of lesser scope than that required to be procured by it under this Agreement shall in any manner or for any purpose constitute or be deemed a waiver by Licensor of the requirements imposed respecting insurance protection, nor shall any such acceptance or knowledge of insurance protection of lesser scope in any manner or for any purpose lessen or modify or constitute a limiting interpretation of the scope of the matters covered by and obligations of Licensee under this Agreement.

**6.5 Waiver of Recovery**

Each party hereby waives any and every right or cause of action for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom the other party may be responsible), which loss or damage is covered by valid and collectible fire, extended coverage, "All Risk" or similar policies, to the extent that such loss or damage is recovered under any of the insurance policies. Written notice of the terms of this mutual waiver shall be given to each insurance carrier and the insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of any insurance coverage by reason of this waiver.

**ARTICLE VII.**  
**TERMINATION AND DEFAULTS**

**7.1 Default.**

If Licensee shall default in any material obligation under this Agreement, Licensor may, in the event Licensee fails to cure such default in accordance with Section 7.3 below, terminate Licensee's use of the particular poles covered by this Agreement which are the subject of the default or terminate this Agreement in its entirety.

**7.2 Termination Effective Date.**

Any termination shall be effective by written notice from one Party to the other, and termination shall be effective upon 90 days' notice.

**7.3 Opportunity to Cure.**

Prior to exercising any remedy or terminating this Agreement as a result of a default by Licensee, Licensor shall provide notice to Licensee and Licensee will have an opportunity to cure within thirty (30) days, or within such time frame as is reasonable to affect a cure which cannot be completed within thirty (30) days, so long as Licensee exercises diligence in completing the cure. If Licensee cures the default during this time or commences such cure which may not be completed within sixty days, a default will no longer exist and Licensor may not exercise any remedy or terminate this Agreement.

**ARTICLE VIII.**  
**MISCELLANEOUS PROVISIONS**

**8.1 Conduct of the Parties.**

The parties agree to conduct themselves reasonably and in good faith in implementing the terms of this Agreement.

**8.2 Survival.**

The obligations of the parties under this Agreement, to the extent that they arose while the Agreement was in effect and remained unfulfilled at the time of termination, shall survive both the termination of this Agreement and/or the termination of any permit or license granted hereunder. Any such termination shall not release either party from any liabilities, claims, or obligations arising hereunder including, but not limited to, indemnities which may have accrued or are accruing prior to or at the time of termination.

**8.3 Waiver.**

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

**8.4 Entire Agreement.**

This Agreement, and the Exhibits attached hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties hereto for attachment of Licensee's Facilities to Licensor's poles. This Agreement may be amended only upon the written agreement of both Parties.

**8.5 Notice.**

Any notice hereunder may be given only in writing, by Certified, Registered or Return Receipt Requested United States first class mail, postage prepaid, or by a nationally recognized overnight carrier service.

If given to Licensor, addressed to: Town Manager  
Town of Smithfield  
350 East Market Street  
P.O.Box 761  
Smithfield, North Carolina 27577

If given to Licensee, addressed to: Judith Newkirk, Director of Access & Permitting  
Lighttower Fiber Networks  
300 Meridian Centre  
Rochester, NY 14618

Any notice so given shall conclusively be deemed to have been served upon receipt.

**8.6 Compliance with Laws and Regulations.**

Each Party shall comply with all federal and state statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. In the event of a change in federal or state law that would apply to any of the provisions of this Agreement, such change shall be effective immediately.

**8.7 Applicable Law.**

This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the United States and the State of North Carolina, without regard to conflict of laws principles.

**8.8 Severability.**

Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

**8.9 Force Majeure**

Neither Licensor nor Licensee be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, embargoes, work stoppages, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers.

**8.10 Exhibits/Schedules**

This Agreement shall include all Schedules and Exhibits referenced in this Agreement and attached hereto as if the Schedules and Exhibits were part of the Agreement.

Exhibit A- Pole Attachment Application

Exhibit B- Pole Attachment Specifications and related sketch of Standard Attachment.

Schedule A – Town of Smithfield Pole Attachment Rates

Schedule B – Town of Smithfield Fee Schedule

IN WITNESS WHEREOF, the parties hereto have their respective officers who are duly authorized to execute this Agreement below.

**LICENSOR:**

**Town of Smithfield, NC**

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

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

Name: James Freeman

Title: Interim Town Manager

**LICENSEE:**

**Fiber Technologies Networks, L.L.C.**

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

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

Name: \_\_\_\_\_

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

**EXHIBIT A**



**EXHIBIT A  
Town of Smithfield  
PERMIT TO ATTACH LICENSEE'S FACILITIES**

**APPLICATION**

In accordance with the terms of our Agreement dated \_\_\_\_\_, 20\_\_\_, application is hereby made for permission to make attachment of Licensee's Facilities to Town Facilities in the vicinity of \_\_\_\_\_, North Carolina, at the locations shown on the attached drawing with an accompanying electronic file. Attached is the application, per pole fee, and engineering fee in the amount of \$\_\_\_\_\_.

Attachment:	New _____	Overlash _____
Engineering:	Simple _____	Complex _____
Cable	Type: _____	Quantity: _____
	Weight: _____	
No. Poles to be Evaluated: _____		
Location Description: _____		
* Route must be clearly shown on LICENSEE'S Map attached to this application.		
<b>Maximum Forty (40) Poles per Application</b>		

\_\_\_\_\_  
LICENSEE

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

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

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

**MAKE READY CONDITIONS**

The estimated cost of doing this work is \$\_\_\_\_\_. After Town receives payment of said amount and acceptance of the conditions herein, Town shall proceed to make such changes in its facilities. If the above meets your approval, please indicate your acceptance in the space provided below.

ACCEPTED:

\_\_\_\_\_  
LICENSEE

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

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

Date: \_\_\_\_\_, 20\_\_\_

**Town of Smithfield**

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

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

Date: \_\_\_\_\_, 20\_\_\_

Job No. \_\_\_\_\_

W.O.# \_\_\_\_\_

**PERMIT**

Permission is hereby granted LICENSEE to make attachments to the poles at the locations set forth in the above application.

Permit No. \_\_\_\_\_

Town of Smithfield

Inventory of Poles Used by Licensee

Previous Balance	Added by this Permit	New Balance

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

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

Date attachments made: \_\_\_\_\_

**EXHIBIT B**  
**POLE ATTACHMENT SPECIFICATIONS**

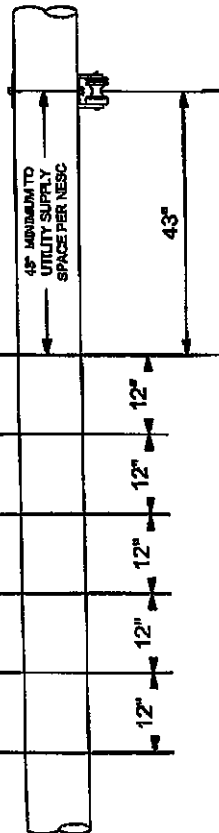
1. Licensee shall install, maintain, transfer and remove its Attachments at its own expense. All telecommunications facilities attached to Licensor's poles shall be installed in a manner to ensure compliance with the requirements of the *National Electrical Safety Code* (NESC) (ANSI C2) in effect at the time of installation, except as otherwise applied by the NESC. Maintenance and operations of the attached facilities must comply with the requirements of the NESC edition in effect at the time of installation except as otherwise applied by the NESC.
2. Any unbalanced loading of Licensor's Poles caused by the placement of Licensee's facilities shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Licensor. Licensee shall not attach any guy wire to Licensor's anchor, anchor rod, guy wire, or guy wire attachment on the pole.
3. A preliminary "ride through" of the proposed route of Licensee's facilities shall be made by representatives of Licensor and Licensee upon request by Licensor.
4. Licensee shall check and verify the condition of any Pole prior to climbing or performing work on it.
5. On Poles where Licensor has secondary/neutral conductors, all Attachments shall be located on the same side of each Pole as any existing telephone or communications cable, or as otherwise designated in advance in writing by Licensor.
6. On Poles where Licensor has secondary/neutral conductors, all Attachments shall be located on the same side of the Pole as the secondary conductors, or as otherwise designated by Licensor.
7. Where permitted, each such power supply or equipment enclosure shall be considered to be one or more Attachments.
8. Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper conductor where available or by installing a supplemental ground and ground rod.
9. Licensee shall not install a power supply or any other equipment enclosure on any of Licensor's Poles on which underground risers, capacitor banks, sectionalizing equipment or voltage regulators are already installed or on any Poles which are not accessible by general purpose aerial lift equipment using an all-weather access road.
10. No electrical service connection to a Licensee power supply shall be made or installed by Licensee until after the local authority having jurisdiction has completed an inspection of and approved the installation of the required meter base and service equipment.
11. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
12. All of Licensee's Attachments shall comply with NESC clearance requirements and all mid-

span clearances between Licensee's facilities and Licensor's lowest conductors shall comply with NESC clearance requirements.

13. Licensee shall maintain a minimum of twelve (12) inches clearance between all of its Attachments and any attachment made by other attaching parties.
14. Licensee may not install standoff brackets, cross arms, alley arms, or cable extension arms for the support of any of its facilities without prior written approval of Licensor. In no event shall Licensee use any cross arm or alley arm brace above the arm that it supports.
15. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, subject to the approval of Licensor in its sole discretion.
16. The type and placement of any Licensee anchor installed to accommodate Licensee's guy wire shall be approved by Licensor in writing prior to installation. Any such anchor shall be placed so that Licensee's guy wire does not interfere with any guy wire of Licensor or a third party.
17. Licensee shall provide to Licensor a statement summarizing the standards used by Licensee for its standard pole attachment installations.
18. Prior to the installation of Attachments by Licensee to a Pole on which Licensor does not have a secondary/neutral conductor, Licensor shall have identified to Licensee the point on such Pole at which Licensor may or intends to attach a secondary/neutral conductor in the future. Licensee shall install its Attachment with the applicable clearance specified in Table 235-5 of the NESC necessary to accommodate the identified future location of such secondary/neutral conductor. To the extent that make-ready work is necessary to accommodate Licensee's attachment because of Licensor's reservation of space to add a secondary/neutral conductor, Licensor shall bear the cost of such make-ready work.

# EXHIBIT B (1)

**COMMUNICATION/ SIGNAL ATTACHMENTS:**  
 TELEPHONE CABLE  
 CATV CABLE  
 ALARM CABLE  
 TRAFFIC CONTROL  
 TELEGRAPH  
 PUBLIC/PRIVATE COMMUNICATION CABLES



LOWEST UTILITY ATTACHMENT IDENTIFIED BY TOWN

43" TO LOWEST CITY OF SMITHFIELD SUPPLY SPACE

COMMUNICATION/  
SIGNAL ATTACHMENTS

12"

COMMUNICATION/  
SIGNAL ATTACHMENTS

12"

COMMUNICATION/  
SIGNAL ATTACHMENTS

12"

COMMUNICATION/  
SIGNAL ATTACHMENTS

12"

COMMUNICATION/  
SIGNAL ATTACHMENTS

12"

**NOTES:**

1. ALL ATTACHMENTS ABOVE FINISHED GRADE MUST MEET CURRENT NESC MIDSPAN CLEARANCES.
2. SPACE ON POLE IS ASSIGNED AS SHOWN UNLESS OTHERWISE APPROVED BY AUTHORIZED SMITHFIELD ELECTRIC DEPARTMENT PERSONNEL
3. MESSENGER STRANDS SHALL BE BONDED TO THE POLE GROUND, IF PRESENT

TOWN OF SMITHFIELD  
SMITHFIELD, NORTH CAROLINA

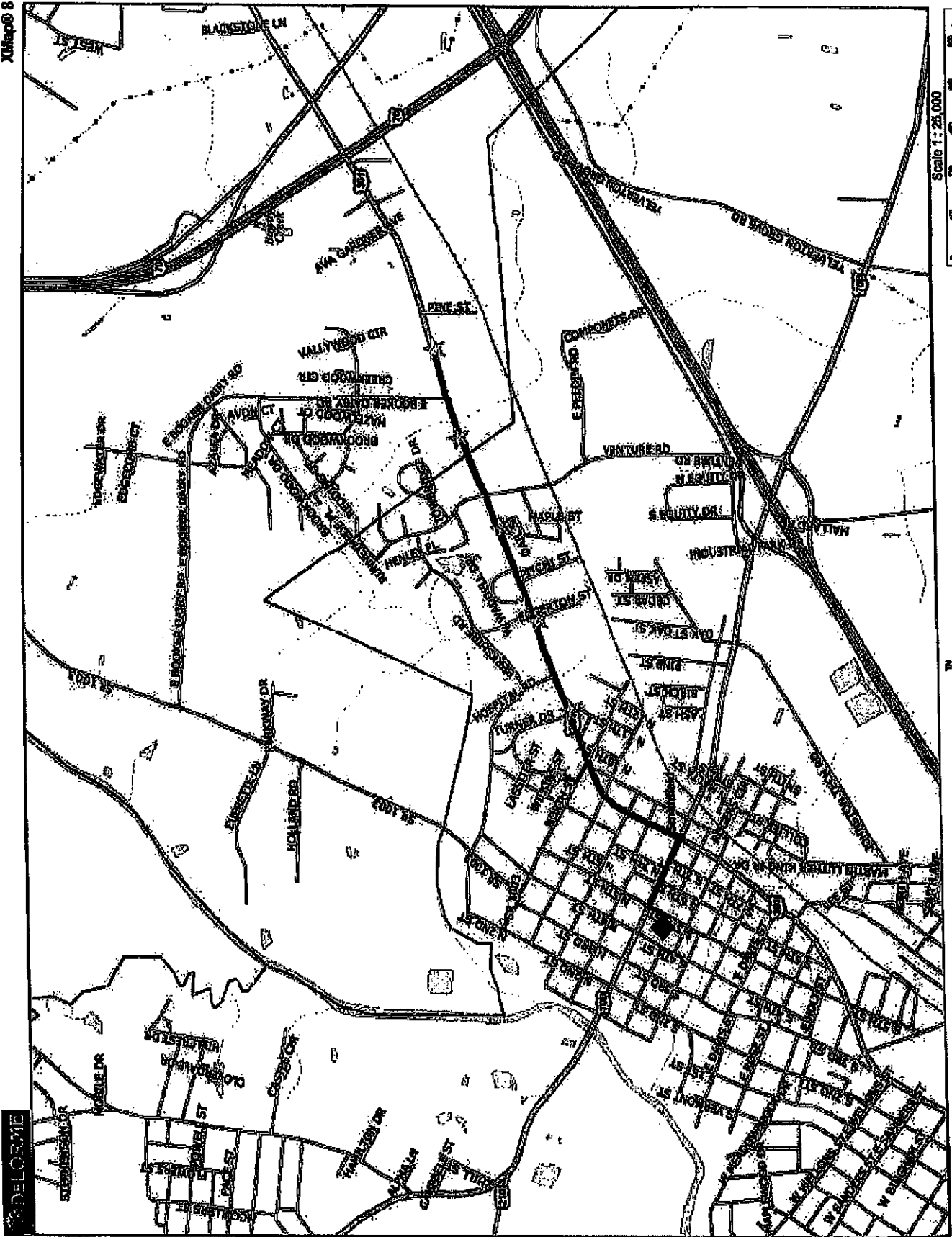
STANDARD ATTACHMENT

**Schedule A  
Town of Smithfield  
Rate Attachment Rates**

	<b>Attachment Rates for Town Owned Poles</b>	<b>Attachment Rates for Jointly Owned Poles</b>
<b>July 1, 2015 - June 30, 2016</b>	<b>\$7.50</b>	<b>\$3.25</b>
<b>July 1, 2016 - June 30, 2017</b>	<b>\$7.76</b>	<b>\$3.36</b>
<b>July 1, 2017 - June 30, 2018</b>	<b>\$8.03</b>	<b>\$3.48</b>
<b>July 1, 2018 - June 30, 2019</b>	<b>\$8.32</b>	<b>\$3.60</b>
<b>July 1, 2019 - June 30, 2020</b>	<b>\$8.61</b>	<b>\$3.73</b>
<b>July 1, 2020 - June 30, 2021</b>	<b>\$8.91</b>	<b>\$3.86</b>

Schedule B  
 Town of Smithfield  
 Fees Schedule

	Application Fee	Registration Fee	State Filing Fee	State Filing Fee	State Filing Fee
2015	\$32.75	\$3.25	\$65.50	\$110.00	\$32.75
2016	\$33.73	\$3.35	\$67.47	\$113.30	\$33.73
2017	\$34.74	\$3.45	\$69.49	\$116.70	\$34.74
2018	\$35.79	\$3.55	\$71.57	\$120.20	\$35.79
2019	\$36.86	\$3.66	\$73.72	\$123.81	\$36.86



Scale 1:25,000  
 1" = 473.0 ft  
 Data Zoom 13-0

*Mayfield, NC (SE Raleigh)*

Data use subject to license.  
 © DeLorme, XMap@8.  
 www.delorme.com

**Town of Smithfield  
Town Council Action Form**

**Business Item:** Consideration of Award of bid to Process Wastewater Technologies (PW Tech) for the purchase and start-up of Dewatering Screw Press Equipment , per the Specifications for this project, in the amount of \$200,000.00, to dewater the waste material at the Smithfield Water Treatment Plant before disposal.

Date of Meeting: March 1 2016

Date prepared: February 18 2016

Staff Work by: Pete Connet, Dale Boyette

Presentation: Pete Connet, Dale Boyette

**Item:**

Plans and Specs were developed by the Wooten Company and Town Staff for Sludge Dewatering equipment, after some pilot testing was conducted in the fall of 2015. Bid advertisements were then issued in early January 2016 for a bid opening on February 9<sup>th</sup> for this equipment. Since we only received one bid that day, we were not able to open the bids. In accordance with State Law, we re-advertised for a bid opening on February 18<sup>th</sup> at 10:00 a.m. At that time we received only one bid. The low bid of \$200,000.00 was received from Process Wastewater Technologies (PW Tech) and is recommended for your approval.

As we have mentioned in earlier meetings, this project will help reduce the Town's sludge disposal costs in our operating budgets for the Water Plant. We now pay to have the waste pumped from a holding basin and hauled either to a farm for land application, or to the County's treatment facility for dewatering and disposal. There will be additional project expenses other than this equipment bid, such as, engineering , installation of the equipment , a large transfer pump from the basin to the equipment building, and related SCADA and electric work. The project is still estimated to be no more than the \$300,000 we have discussed in the past with the Council.

The engineer's letter of recommendation is attached for your information.

Funding for this project is proposed to come from current year budget savings, and/or the W/S Contingency line.

**Action Requested:**

Approve a motion to award the low bid to Process Wastewater Technologies (PW Tech) for the purchase and start-up of Dewatering Screw Press Equipment, per the Specifications for this project, in the amount of \$200,000.00, to dewater the waste material at the Smithfield Water Treatment Plant before disposal.





February 19, 2016

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

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

Dear Mr. Connet:

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

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

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

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

Sincerely,

THE WOOTEN COMPANY  
License No. F-0115

Carl Scharfe, P.E

Enclosures  
c: Bid Tabulation

120 North Boylan Avenue  
Raleigh NC 27603-1423

919.828.0531  
fax 919.834.3589

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

TWC No. 2698-BR

February 18, 2016 10:00AM

CONTRACTORS	BID BOND	ADD. #1	ADD. #2	ADD. #3	ADD. #4	BASE BID	REMARKS
<i>PW Tech</i>	<i>Cashiers</i>					<i>7200,000</i>	
	<i>10,000</i>						

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

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



Carl Scharfe, P.E.



# Notice of Award

Project: <b>Sludge Dewatering Equipment Procurement</b>	Date:
Owner: <b>Town of Smithfield</b>	Owner's Contract No.: <b>N/A</b>
Contract: <b>N/A</b>	Engineer's Project No.: <b>2698-BR</b>
Bidder: <b>Process Wastewater Technologies, LLC</b>	
Bidder's Address: (send Certified Mail, Return Receipt Requested) <b>9004 Yellow Brick Road, Suite D</b>	
<b>Rosedale, MD 21237</b>	

You are notified that your Bid dated February 18, 2016, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the following:

## Sludge Dewatering Equipment Procurement

The Contract Price of your Contract is Two hundred thousand dollars, Dollars (\$200,000.00).

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Bonds as specified in the Instructions to Bidders, General Conditions Paragraph 5.01, and Supplementary Conditions Paragraph SC-5.01.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_ Town of Smithfield  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_ Jim Freeman, Interim Town Manager  
Title

Copy to Engineer

### Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

**Town of Smithfield  
Town Council  
Action Form**

**Item: Various Budget Amendments**

**Date of Meeting: March 1, 2016**

**Date Prepared: February 16, 2016**

**Staff Work By: Greg Siler, Finance Director**

**Presentation: Consent Agenda**

---

**Background: Budget amendments to fund:**

- Early payoff of two USDA loans
- Unified Development Ordinance Update
- Water and Sewer rate study
- Second transformer purchase/installation
- Internet purchase exchange zone
- 3 month trial of engineering and technical support with DM2 Engineering, PLLC
- Increased cost for pump station #3 upgrade
- Move pump station #3 upgrade to water capital project fund

See description under each budget amendment.

**Action Requested: Approve as Presented**

**BUDGET AMENDMENTS**  
**March, 2016**

**GENERAL FUND**

	<b><u>BEFORE</u></b>	<b><u>ADJ.</u></b>	<b><u>AFTER</u></b>
<b>1. Exenditures</b>			
10-4120-9529 Debt Service/EMS Building	\$ 26,424	\$ 241,892	\$ 268,316
10-4120-9530 Debt Service/Streetscape	<u>15,125</u>	<u>205,195</u>	<u>220,320</u>
	<u>\$ 41,549</u>	<u>\$ 447,087</u>	<u>\$ 488,636</u>
 <b>Revenue</b>			
10-3990-0000 General Fund - Fund Balance	<u>\$ 240,300</u>	<u>\$ 447,087</u>	<u>\$ 687,387</u>

To fund early payoff of two USDA loans using General Fund fund balance as approved by Council at the December 8, 2015 meeting. Paying off 22 years early.

<b>2. Exenditures</b>			
10-4100-0400 General Gov. - Professional Services	\$ 90,437	\$ 9,000	\$ 99,437
10-9990-5300 General Fund Contingency	<u>222,420</u>	<u>(9,000)</u>	<u>213,420</u>
	<u>\$ 312,857</u>	<u>\$ -</u>	<u>\$ 312,857</u>

To fund DM2 Engineering, PLLC - a three (3) month trial basis for engineering and technical support

<b>3. Exenditures</b>			
10-5100-1700 Police -Equip. Maint. & Repair	\$ 47,530	\$ 3,000	\$ 50,530
10-5100-3000 Police - Fuel	<u>105,000</u>	<u>(3,000)</u>	<u>102,000</u>
	<u>\$ 152,530</u>	<u>\$ -</u>	<u>\$ 152,530</u>

To construst an Internet Purchase Exchange Zone in the front parking lot of the police department

<b>4. Exenditures</b>			
10-4900-3501 Planning - Contract Services	\$ 15,000	\$ 30,000	\$ 45,000
10-4900-3700 Planning - Condemnation	<u>50,000</u>	<u>(30,000)</u>	<u>20,000</u>
	<u>\$ 65,000</u>	<u>\$ -</u>	<u>\$ 65,000</u>

To fund the Unified Development Ordinance as approved by Council at the February 2, 2016 meeting

**WATER FUND**

<b>5. Exenditures</b>			
30-7220-0400 Water/Sewer Professional Services	\$ 30,582	\$ 22,000	\$ 52,582
30-9990-5300 Water/Sewer Contingency	<u>183,325</u>	<u>(22,000)</u>	<u>161,325</u>
	<u>\$ 213,907</u>	<u>\$ -</u>	<u>\$ 213,907</u>

To fund Water/Sewer Rate Study with The Wooten Company as approved by Council at the February 2, 2016 Council meeting.

**ELECTRIC FUND**

**6. Expenditures**

31-7230-9102 Transfer to the Electric Capital Project Fund (47)     \$ 85,000     \$ 1,115,000     \$ 1,200,000

**Revenue**

31-3970-0000 Electric Fund - Fund Balance                     \$ 452,152     \$ 1,115,000     \$ 1,567,152

To fund second transformer at substation (purchase and installation) as approved at the February 2, 2016 Council meeting.

**7. Expenditures**

31-7230-7400 Electric Capital Outlay                     \$ 466,000     \$ 50,000     \$ 516,000  
31-9990-5300 Electric - Contingency                     618,745     (50,000)     568,745  
\$ 1,084,745     \$ -     \$ 1,084,745

To fund increased cost for pump station #3 upgrade

**8. Expenditures**

31-7230-7400 Electric Capital Outlay                     \$ 516,000     \$ (150,000)     \$ 366,000  
31-7230-9099 Electric - Transfer to Water Capital Project Fund     -     150,000     150,000  
\$ 516,000     \$ -     \$ 516,000

To transfer pump station #3 upgrade on NC 210 Sewer Line Project to the Water Capital Project Fund

**WATER CAPITAL PROJECT FUND**

**9. Revenue**

45-3980-1400 Transfer From Electric Fund                     \$ -     \$ 150,000     \$ 150,000

**Expenditures**

45-7220-7414 NC210 Sewer Line and PS#3 Upgrade             \$ 265,000     \$ 150,000     \$ 415,000

To transfer pump station #3 upgrade on NC 210 Sewer Line Project to the Water Capital Project Fund

**ELECTRIC CAPITAL PROJECT FUND**

**10. Revenue**

47-3980-1400 Transfer From Electric Fund                     \$ 85,000     \$ 1,115,000     \$ 1,200,000

**Expenditures**

47-7230-7406 Substation - 2nd Transformer                     \$ 85,000     \$ 1,115,000     \$ 1,200,000

To fund second transformer at substation (purchase and installation) as approved at the February 2, 2016 Council meeting.

Approved by the Smithfield Town Council this the \_\_\_\_\_ day of March, 2016

\_\_\_\_\_  
M. Andy Moore

ATTEST:

\_\_\_\_\_  
Shannan Williams, Town Clerk

**TOWN OF SMITHFIELD RESOLUTION # 577 (04-2016)  
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
Gen Gov	NTDU82/NTDU92	52) Nortel Network Telephones
Gen Gov	T7316	10) Nortel Network Telephones
Gen Gov	T7298	2) Nortel Network Telephones
Gen Gov		3) Key indicator Modules
Gen Gov		Assorted Power Supplies & cables for telephones
Gen Gov		Assorted Desk Stands for telephones
Gen Gov		25) obsolete desktop computers –hard drives removed

2. The 25 obsolete computers will be disposed and recycled instead of auctioned as they have no real value.
3. The Interim 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.
4. The public electronic auction will be held beginning no earlier than March 14, 2016.
5. The Town Council further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by GovDeals Inc. The property for sale can be viewed at [www.govdeals.com](http://www.govdeals.com). Citizens wanting to bid on property may do so at [www.govdeals.com](http://www.govdeals.com). The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; All items will be sold for cash or certified check only; Payment must be received for all items sold before they may



be removed from the premises; All items sold must be paid for and removed from the site of the sale within 5 business days of the sale, or they will be subject to resale.

5. The Town Clerk shall cause a notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), available on the Town of Smithfield website [www.smithfield-nc.com](http://www.smithfield-nc.com)
6. The highest bid, if it complies with the terms of the sale, may be accepted by the Finance Director or his designee and the sale consummated.

Adopted this the 1<sup>st</sup> day of March, 2016.

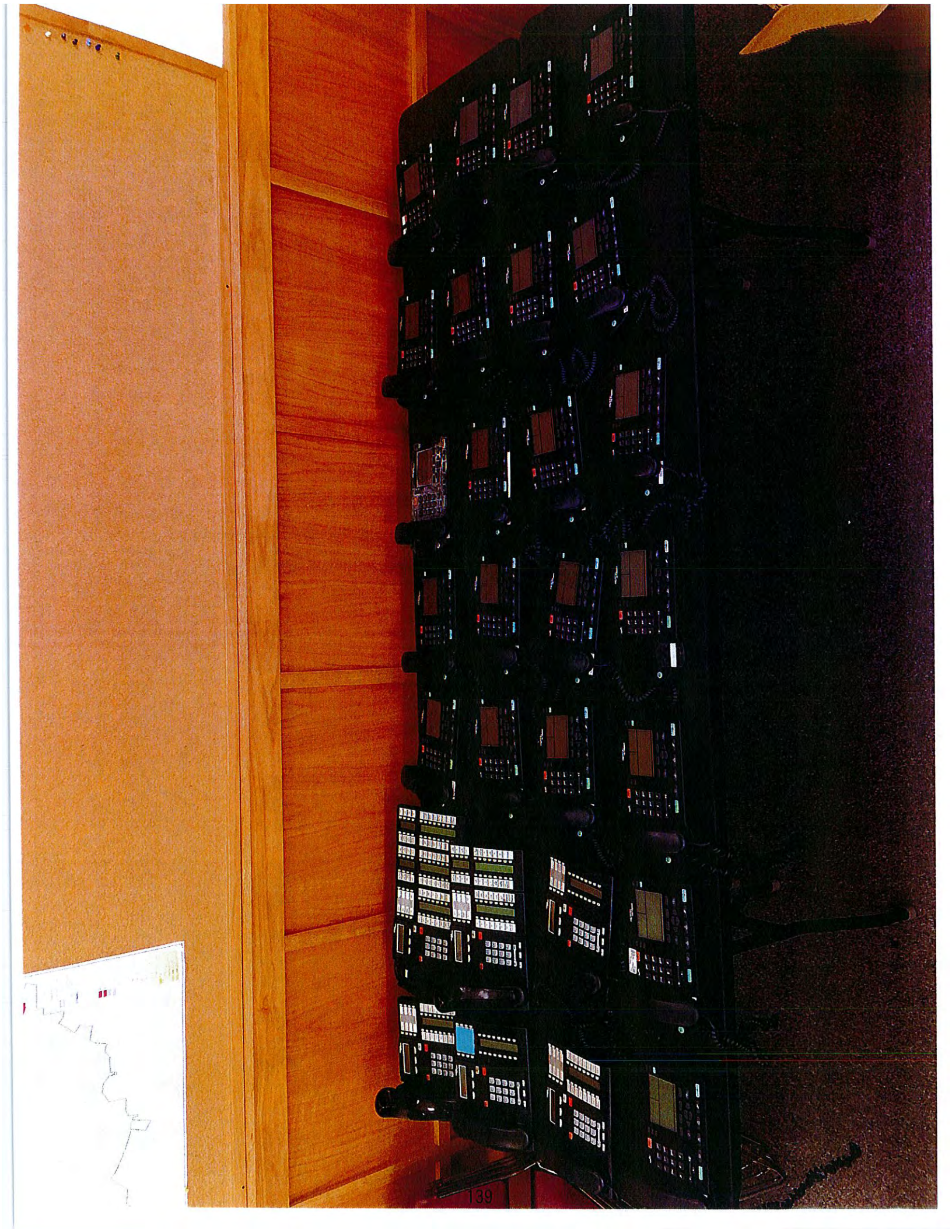
---

M. Andy Moore, Mayor

ATTEST:

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Shannan L. Williams, Town Clerk









**Town of Smithfield  
Town Council  
Action Form**

**Item: Board Appointments**

**Date of Meeting:** March 1, 2016

**Date Prepared:** February 15, 2016

**Staff Work By:** Shannan Williams

**Presentation:** Consent Agenda

**Presentation:**

**Current Board vacancies are as follows:**

Appearance Commission – 4 positions

Parks and Recreation Advisory Commission – 2 Positions  
and 2 High School student positions (2 year term)

Planning Board – 1 ETJ Alternate Position

**Board Appointment Considerations**

1. Carolyn Ennis has submitted an application for consideration to be reappointed to serve a fourth term on the **Library Board of Trustees**.
2. Terri Lee has submitted an application for consideration to be reappointed to serve a second term on the **Library Board of Trustees**.

There have been no other inquiries at this time.





Town of Smithfield
Board, Commission, or Committee
Application

Name: Knnis Carolyn G.

Home Address: (Last) 301 Pine Street (First) Smithfield, N.C. (MI) 27577

Business Name & Address: Johnston Co. Schools P.O. Box 1336 Smithfield, N.C. 27577

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: Serving Others; Creative Writing

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

Recent Job Experiences: Educator

Civic or Service Organization Experience: Past President of nine organizations in Johnston County including Mental Health Board, Mental Health Assoc. Salvation Army, WEA, NAUW & more Democratic Women (Hoagie member)

Town Boards previously served on and year(s) served: Library (?) Heritage Commission (?) years

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



Why are you interested in serving on this Board/Commission/Committee? use of the library by all citizens to promote interest in effective

**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 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: Carolyn G. Ferris

Signature: Carolyn G. Ferris

Date: January 27, 2016

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](mailto: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: Lee Terri S

(Last) (First) (MI)

Home Address: 316 Rosewood Drive, Smithfield, NC 27577

Business Name & Address: Johnston Community College, PO Box 2350, Smithfield, NC 27577

Telephone Numbers: (Home) 919-209-2125 (Business) (Mobile)

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

Grid of checkboxes for various boards: 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: Please see attached resume.

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

Recent Job Experiences: Please see attached resume.

Civic or Service Organization Experience: Neuse Riverkeeper Foundation

Town Boards previously served on and year(s) served: Public Library of Johnston County and Smithfield, 2013-Present

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? I believe the Library Board of Directors would be an excellent opportunity for me to use my skills and education in order to give back to my community. As a young child, the PLJCS fostered my love of reading and books, and I would like to help others in my community achieve the same rewards from our public library.

**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 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: Terri S. Lee

Signature: *Terri S. Lee* Date: 2/19/2016

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](mailto: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**

# TERRI S. LEE, ED.D.

316 Rosewood Dr.  
Smithfield, NC 27577

## WORK HISTORY

### Johnston Community College, Smithfield, NC

2000-Present

- Director of Research and Institutional Effectiveness (2012-Present)
- Director, Instructional Technology and Distance Education Center (2004-2012)
- Librarian (2000-2004)

### Martin Memorial Library, Williamston, NC

1999-2000

- Branch Librarian

### Carolina Population Center, Chapel Hill, NC

1998-1999

- Technical Services Assistant

### Johnston County Schools, Smithfield, NC

1997-1998

- Substitute Teacher

### East Montgomery High School, Bliscoe, NC

1995-1997

- English Teacher

### Davis Library, Chapel Hill, NC

1994-1995

- Student Assistant

## TECHNICAL COMPETENCIES

- Microsoft Office
- Sharepoint
- NVivo
- SPSS
- EndNote
- NCCCS Data Warehouse
- Skilled Knowledge Worker
- Survey Monkey
- Prezi
- Echo 360
- Blackboard Learn (Instructor & Administrator)
- Moodle (Instructor)
- Google Apps for Education Administration
- Camtasia
- Jing
- ScreenCast.com
- Snag It
- Adobe Acrobat Professional
- Adobe Photoshop
- Blackboard Collaborate Moderation
- Audacity
- SoftChalk
- Respondus

## EDUCATION

### Doctor of Education

North Carolina State University  
Higher Education Administration  
Dissertation Title: Right Here, Right Now: The Power of Adult Learning  
Advisors: James W. Gardner, Jr.  
Fellow, American Association of Higher Education  
In Community Colleges in the South

### Master of Library and Information Studies

University of North Carolina at Greensboro

### Bachelor of Arts

University of North Carolina at Chapel Hill  
Secondary and Instructional Technology Endorsement

Additional graduate coursework in English at North Carolina State University

► Continued ◀

# TERRI S. LEE, ED.D.

Page Two

## PROFESSIONAL AFFILIATIONS (PAST & PRESENT)

- Community College Planning & Research Organization
- North Carolina American Association of Women in Community College (NCAAWCC) - Membership Chair.
- North Carolina Community College Association of Distance Learning (NC3ADL) - Central Region Vice President.
- North Carolina Distance Learning Association (NCDLA).
- North Carolina Distance Learning Alliance Conference Planning Committee.
- Community College Libraries in North Carolina (CCLINC) District I Representative.
- Community College Libraries in North Carolina (CCLINC) Cataloging Subcommittee.
- North Carolina Community College Library Resources Association (NCCCLRA).
- North Carolina Library Association.
- Library and Information Studies Student Association, UNC-Greensboro - President.
- American Library Association.
- Association of College and Research Libraries.
- New Members Round Table/American Library Association.  
NMRT Resume Reviewing Committee - Co-chair.

## PUBLICATIONS

Holston, T. S. (2001). [Review of the book *Library evaluation: A casebook and can-do guide* by D. P. Wallace and C. VanFleet]. *Reference & User Services Quarterly*, 41(1), 88.

\_\_\_\_\_. (2000). [Review of the book *The librarian's quick guide to internet resources* by J. L. Semenza]. *Reference & User Services Quarterly*, 39(3), 318.

\_\_\_\_\_. (1999). [Review of the book *Intronet : A beginner's guide ta searching the internet* by J. Burke]. *Reference & User Services Quarterly*, 39(2), 209.

## PRESENTATIONS

Am I Done Yet? Preparing Your QEP for Dissemination and Presentation, Community College Planning & Research Organization, Greensboro, NC, November 12, 2012

Integrating Technology & Keeping the Course 'Current,' Building Bridges for First Year Student Success Drive-In Conference, Raleigh, NC, June 22, 2010.

MMORPGs: What They Are and What Distance Educators Can Learn From Them, Distance Learning Alliance Conference, Asheville, NC, May 24, 2007.

Cruisin' the Connected Campus, League for Innovation Conference on Information Technology, Miami, FL, November 9, 2004.

Cruisin' the Connected Campus, North Carolina Community College System Conference, Greensboro, NC, October 12, 2004.

**Town of Smithfield  
Town Council  
Action Form**

**Consent Item: North Carolina Eastern Municipal Power Agency (NCEMPA)  
Board of Commissioners Appointment**

**Date of Meeting:** March 1, 2015

**Staff Work by:** Shannan Williams, Town Clerk

**Date Prepared:** February 19, 2016

**Presentation:** Consent Agenda

**Consent Agenda Item:**

The Town of Smithfield is allowed to appoint one Commissioner and up to two Alternate Commissioners to the NCEMPA Board of Commissioners. Interim Public Utilities Director Pete Connet is currently serving as the NCEMPA First Alternate Commissioner. Historically, the Town Manager has served as the Commissioner and the Public Utilities Director has served as the First Alternate Commissioner on the NCEMPA Board.

**Action Requested**

Staff is requesting that the Council consider appointing Public Utilities Director Ted Credle to serve as the First Alternate Commissioner to the NCEMPA Board of Commissioners.

OATH

I, \_\_\_\_\_, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully and impartially execute and discharge the duties of my office as first alternate commissioner of North Carolina Eastern Municipal Power Agency, and that I will adhere to and abide by the Electricities' Ethical and Professional Code of Conduct, so help me God.

\_\_\_\_\_  
First Alternate Commissioner

Sworn to and subscribed before me,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(NOTARY SEAL HERE)

# Town of Smithfield Town Council Information Form

**Item:** Filled Vacancies

**Date of Meeting:** March 01, 2016

**Date Prepared:** February 24, 2016

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

**Background**

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

**Action Requested**

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 15-16 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Public Utilities Director	Public Utilities	31-7230-0200	\$43.269/hr (\$89,999.520/yr)
Fire Chief	Fire	10-5300-0200	\$33.654/hr (\$70,000.32/yr)
P/T Firefighter	Fire	10-5300-0210	\$10.00/hr
Water Plant Operator I	PU – Water Plant	30-7200-0200	\$13.49/hr (\$28,059.20/yr)
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T SRAC Staff	P&R – Aquatics	10-6220-0210	\$9.00/hr





# Business Items

# **Town of Smithfield Town Council Action Form**

**Item: Internet Purchase Exchange Zone**

**Date of Meeting:** March 01, 2016

**Date Prepared:** February 10, 2016

**Staff Work By:** Chief Michael L. Scott

**Presentation:** New Business

**Presentation:**

The police department is recommending the Town move forward with creating an "Internet Purchase Exchange Zone" in the front parking lot of the Smithfield Police Department. The area will be video monitored and recorded and proper signage placed in the parking lot area. The total cost of the project is about \$3,000. The police department's expenditure line for fuel is under budget due to decreased costs in fuel during the current fiscal year. \$3,000 can easily be moved from the department's Fuel line item to pay for this expenditure. This is a non-budgeted expenditure that was to be recommended for FY 2016-17 however, due to the cost and the availability of funds within the police department's current budget, it is recommended we move forward with this initiative during the current fiscal year.

Additional information is attached to this request.

**Action Requested:**

It is recommended the Town Council approve this initiative to create an Internet Purchase Exchange Zone in the front (Fifth Street) parking lot of the Smithfield Police Department. It is also requested the Town Council approve a budget amendment to move the needed \$3,000 for this expenditure from the police department Fuel expenditure line to the police department's Equipment and Maintenance expenditure line to pay for this project.

**TO:** Jim Freeman, Interim Town Manager

**FROM:** Michael L. Scott, Chief of Police

**SUBJECT:** Internet Purchase Exchange Location

**DATE:** February 10, 2016

The police department was conducting research into budgeting for a camera system to create an Internet Purchase Exchange Location in the front parking lot of the Smithfield Police Department. The costs were cheaper than anticipated and can be completed in the current budget, if a budget amendment is allowed, moving \$3,000 from the Fuel Expenditure Line, 10-5100-3000 to the Police Departments Expenditure Line, 10-5100-1700 Equipment Maintenance and Repair.

Attached is a quote from Carolina Phone and Security, a company the police department currently uses for its evidence room security alarm and was previously used for the creation and installation of the alarm and video monitoring system in Town Hall about three years ago.

The new system would locate a monitor in the reception area of the police department, and a second monitor in the Johnston County Communications Center. This would allow for 24/7 monitoring of the exchange area. The video is also recorded on a hard drive computer system. The system will be set to record over previous data when the hard drive is full. We anticipate we will be able to maintain between seven and fourteen days of video recordings on the hard drive. This should be more than adequate, as if a situation does take place it will likely come to the attention of law enforcement within this time period.

Signs will also be posted at both entrances of the parking lot area, declaring the area as an Internet Purchase Exchange Location. A model of the sign used in Apex is included. It is anticipated our signs will be similar. Information will be advertised on the Town's website and the police department's face book page. Information will also be included in the Town's News Letter once installation is complete.



## Smithfield Police Department Interoffice Memorandum

**Date:** 02/05/2016

**To:** Chief Scott

**From:** Captain Powell

**Subject:** Video Recording for front parking lot

The proposal from Carolina Phone and Security is for \$2,620.00 to install two new cameras and recording system at the police department. This would allow for a secure location so that citizens could meet to make transaction or child custody swaps. Two additional computer monitors will need to be purchased to allow communications and the receptionist at the police department to view the video footage. The View Sonic monitors are \$129.99 x 2 equals \$259.98. Two signs marking the parking lot as a designated exchange location are \$34.50 x 2 equals \$69.00. The total cost of the project would be \$2,948.98.

# Carolina

PHONE & ALARMS, INC.

1227 Royal Ave. Goldsboro, NC 27534

Phone 919-734-1839 Fax 919-735-9126

Email: [aforrester@cpanc.com](mailto:aforrester@cpanc.com) Web: [www.cpanc.com](http://www.cpanc.com)

Burglar Alarms • Fire Alarms • CCTV Systems • Business Telephone Systems • Structured Wiring  
Access Control • Fire Safety Inspections • Intercoms

## PROPOSAL

February 9, 2016

Specially Prepared For: **Smithfield Police Department**

We propose to furnish and install the equipment described below to provide:  
**Video Surveillance for the Front Parking Lot**

- (1) Speco 4 Channel Covert DVR with built in Power Supply and 1 Terra Bite of HDD Memory
- (2) Outdoor 1080P 2.0MP Day/Night (color at night) Bullet Style Color Camera
- Other miscellaneous hardware to complete the installation

**Scope of Work**

- We will install the camera and new DVR to view the front parking area of the Police Department
- We will reconnect the front door and rear door cameras to the new DVR.
- Connecting the DVR to your LAN to be done with the assistance of IT personnel.

Installed Total: **\$2,620.00**

Option: Install an 8 Channel DVR w/power supply and 2 TB of HDD Memory – additional **\$315.00**

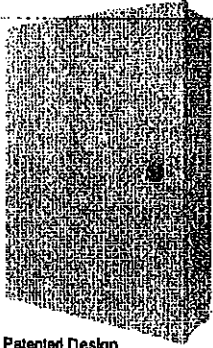
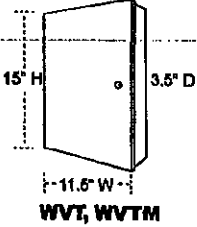
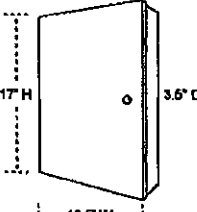

*All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. One year parts & labor warranty (except for acts of God, vandalism and abuse). This proposal may be withdrawn by us if not accepted within 30 days.*

Respectfully Submitted By:

**Andy Forrester**

Director of Operations

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

<p><b>1080P HD-TVI VT Wall Mount Digital Video Recorder</b></p> <p><b>D4WVT, D8WVT, D16WVT</b> Base Wall Mount Model</p> <p><b>D4WVTM, D8WVTM, D16WVTM</b> Wall Mount with Built-In Monitor</p> <p><b>D4WVTP, D8WVTP</b> Wall Mount with Built-In Power Supply</p> <p><b>D4WVTPM, D8WVTPM</b> Wall Mount with Built-In Power Supply and Monitor</p>	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <p>Patented Design</p> </div> <div style="text-align: center;">  <p>WVT, WVTM</p> </div> </div> <div style="text-align: center; margin-top: 10px;">  <p>WVTP, WVTPM</p> </div>
<p><b>Storage</b>    <b>1TB - 8TB</b> (see last page for model numbers)</p>	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  </div> </div>

**Features**

**EZ Wizards**

- **Setup:** for quick system setup
- **Network:** network setup and portforwarding
- **Record:** quickly setup recording resolutions and recording type

**EZ Search:** quickly search events from thumbnails

**EZ Copy:** auto copy what you are playing onto a USB flash drive

- 1080p @ 15fps / 720p @ 30fps over coax (HD-TVI)
- A patented DVR solution that easily mounts in equipment closets or electrical rooms for covert installations
- Backwards compatible with all analog cameras
- UTC function allows for zoom/focus and OSD control over coax
- Signal distance up to 1600 feet\*
- Video Out: 1 HDMI®, 1 VGA, 1 CVBS
- H.264 video compression
- Networkable DVR with free Speco DDNS server
- Digital Deterrent® supports up to 8 audio files for triggering during sensor or motion detection
- 2-way audio communication
- Built-in S.M.A.R.T. Technology (Self-Monitoring, Analysis and Reporting Technology for HDD)
- 4 channel audio recording
- Covert camera operation provides enhanced security and administrator control
- Password to secure installation authorization

- Switch between low and high quality stream during simultaneous Continuous + Motion or Continuous + Sensor recording modes for storage optimization
- Smart (Museum) Search - Quickly search for a specific video event without the need for motion setup.
- Easy firmware upgrade by USB port or network
- Instant and convenient backup via USB flash drive or network
- Supports multiple PC based browsers such as Internet Explorer, Google Chrome, Firefox and Safari
- Simultaneous playback/record while continuing to network transfer or backup
- User Access: up to 4 concurrent users for live viewing, 1 user for playback
- Remote monitoring / recording / playback / configuration / software upgrades and PTZ control via internet
- Network accessible via SpecoTech Multi-Client Software, SecuraGuard™ Plus, Web-Viewer and Speco Player Mobile Viewer
- PC and MAC® compatible
- IR remote control and mouse included
- Digital watermarking
- 3 year warranty

Free Apps with support for view on most smart devices. iPhone is a trademark of Apple Inc., registered in the U.S. and other countries. Android is a trademark of Google Inc. The terms HDMI and HDMI High-Definition Multimedia Interface, and the HDMI Logo are trademarks or registered trademarks of HDMI Licensing LLC in the United States and other countries. Speco Technologies is constantly developing and improving products. We reserve the right to modify product design and specifications without notice and without incurring any obligation. Rev. 10/14/15

\*To preserve signal quality and distance, Speco Technologies recommends using coax with a 100% copper center conductor and at least 95% braided copper shield.



**Optional Accessory**



**IRRPTKIT**  
IR Repeater Kit



# Technical Specifications: 1080P HD-TVI VT Wall Mount Digital Video Recorder

		1080P HD-TVI VT Wall Mount Digital Video Recorder		
Input	Channel	4		8
	Input Level	Composite, 1.0Vp-p, 75 ohms		
	Signal Format	NTSC / PAL		
	Video Loss Check	Yes		
Output	HDMI*	1 HDMI (1024x768, 1280x720, 1280x1024, 1920x1080)		
	VGA	1 VGA (1024x768, 1280x720, 1280x1024, 1920x1080)		
	CVBS / Spot	1 main or 1 spot		
Input & Output		4 line input & 1 line output		
Audio Codec		G.711		
Sensor Input		4 channel (NC/NO selectable)		
Alarm Output		1 alarm out by sensor, motion, video loss, HDD temperature and HDD failure		
IR-PTZ	PTZ	1		
Compression		H.264		
Multi-Operation		QUADPLEX (play / record / network / backup)		
Resolution	1080p TVI	60fps	120fps	240fps
	720p TVI	120fps	240fps	480fps
	960H Analog	120fps	240fps	480fps
Recording Mode		Continuous / Schedule / Motion / Sensor / Manual / Continuous + Motion / Continuous + Sensor		
Motion Detection		Motion detection setup by grid		
Recording by Channel's Resolution		Yes		
Pre-Recording		Max. 20 minutes		
Post-Recording		Max. 60 seconds		
Multi-Streaming		1, 4	1, 4, 8	1, 4, 8, 16
Search Mode		EZ Search, Smart (Museum) Search, Timeline, Event, Archive, Log		
HDD	Interface Type	Serial ATA		
	Capacity of 1 HDD	4 TB		
	Internal HDD	2		
Backup	USB Flash Drive	Video & Still Image		
	USB External HDD	Video & Still Image		
	Network	Video & Still Image		
USB Port		2		
Menu Display		GUI		
Input Method		IR, Mouse, Keyboard Controller		
Interface		10/100Base-T		10/100/1000Base-T
Streaming		CIF 15fps / channel max.		
Mobile Viewer		Live, Search, PTZ, 2-Way Audio		
PC Web Viewer		Internet Explorer, Chrome, Firefox, Safari (Live, Search, Backup, PTZ, Remote Setup)		
PC Client		SpecoTech Multi-Client Viewer and SecureGuard® Plus CMS (Live, Search, Backup, PTZ, Remote Setup)		
MAC Client		Speco Client for MAC and SecureGuard® CMS (Live, Search, Backup, PTZ, Remote Setup)		
Digital Overlays		Default + up to 8 custom audio files		
Digital Zoom		Yes		
DLS (Daylight Savings)		Yes		
EZ Reset		Yes		
S.M.A.R.T.		Yes		
Internal Beep		By video loss, HDD error		
Multi-Language		English / Spanish / French		
Dynamic DNS		Yes (free Speco DDNS)		
SW Upgrade		USB and remote software upgrade		
Email Notification		Yes		
NTP (Network Time Protocol)		Yes		
Power Supply Voltage		12VDC, 3A	12VDC, 5A	
Operating Temperature		41° F - 104° F / 20% - 60% RH		
Storage Temperature		14° F - 122° F		
Unit Weight (Gross Weight)		WWT: 8.5 lbs. / WWTM: 9 lbs. / WWTP: 12 lbs. / WWTPM: 12.3 lbs.		
Unit Dimensions (W x H x D)		WWT / WWTM: 11.5" (W) x 15" (H) x 3.5" (D)   WWTP / WWTPM: 13.5" (W) x 17" (H) x 3.5" (D)		

Please note that specifications and unit exterior design are subject to change without notification.



**Storage Specifications/Model Number Guide:**  
 1080P HD-TVI VT Wall Mount Digital Video Recorder

CH	HDD	Base Model	Build-in Monitor	Build-in Power Supply	Build-in Power Supply and Monitor
4	1TB	D4WVT1TB	D4WVTM1TB	D4WVTP1TB	D4WVTPM1TB
	2TB	D4WVT2TB	D4WVTM2TB	D4WVTP2TB	D4WVTPM2TB
	3TB	D4WVT3TB	D4WVTM3TB	D4WVTP3TB	D4WVTPM3TB
	4TB	D4WVT4TB	D4WVTM4TB	D4WVTP4TB	D4WVTPM4TB
	6TB	D4WVT6TB	D4WVTM6TB	D4WVTP6TB	D4WVTPM6TB
	8TB	D4WVT8TB	D4WVTM8TB	D4WVTP8TB	D4WVTPM8TB
8	1TB	D8WVT1TB	D8WVTM1TB	D8WVTP1TB	D8WVTPM1TB
	2TB	D8WVT2TB	D8WVTM2TB	D8WVTP2TB	D8WVTPM2TB
	3TB	D8WVT3TB	D8WVTM3TB	D8WVTP3TB	D8WVTPM3TB
	4TB	D8WVT4TB	D8WVTM4TB	D8WVTP4TB	D8WVTPM4TB
	6TB	D8WVT6TB	D8WVTM6TB	D8WVTP6TB	D8WVTPM6TB
	8TB	D8WVT8TB	D8WVTM8TB	D8WVTP8TB	D8WVTPM8TB
16	2TB	D16WVT2TB	D16WVTM2TB	X	X
	3TB	D16WVT3TB	D16WVTM3TB	X	X
	4TB	D16WVT4TB	D16WVTM4TB	X	X
	6TB	D16WVT6TB	D16WVTM6TB	X	X
	8TB	D16WVT8TB	D16WVTM8TB	X	X

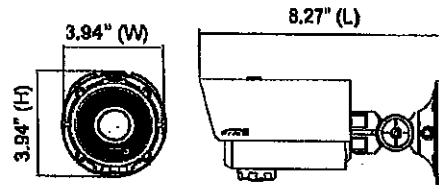
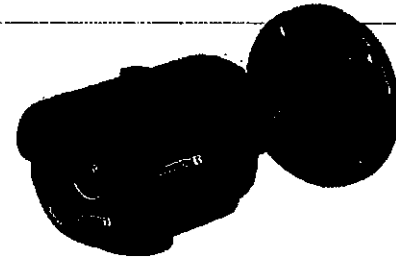
**Intensifier® T HD-TVI 1080p 2MP Indoor/Outdoor Bullet Camera**

**HTINT70T** 2.8-12mm auto Iris varifocal lens, dark grey housing

**HTINT701T** 3.6mm fixed lens, dark grey housing

**Features**

- Full HD resolution over coax (HD-TVI)
- Supports up to Full HD 1080p @ 30fps
- True WDR operation
- Superior low-light performance
- Amplify existing light with no distance limitation
- With presets: Indoor, Outdoor, Low Light, Lobby, Elevator
- Heater circuitry and anti-moisture glass reduce fog or condensation under any weather condition
- 3-axis for wall and ceiling mounting
- Full OSD operation through on-board control and UTC (up the coax)
- 12VDC & 24VAC dual voltage operation
- Vandal / tamper resistant
- IP67 compliant
- 5 year warranty



**Camera Specifications**

Image Sensor ..... 1/3" Sony Exmor CMOS, 2.0MP  
 Minimum Illumination..... 0.001 lux  
 Effective Pixels ..... 1984 (H) x 1105 (V)  
 Total Pixels ..... 2000 (H) x 1121 (V)  
 Scanning System..... Progressive  
 S/N Ratio ..... More than 50dB  
 Output Resolution..... 1920x1080 @30fps / 1280x720 @ 60fps  
 Video Output..... 1.0Vp-p / 75 Ohms  
 Electronic Shutter ..... Auto / Manual (1/30 – 1/30,000 sec.) / Flicker  
 WDR ..... On (Low / Middle / High) / Off  
 Day / Night..... Auto / Color / BW / External  
 White Balance ..... Auto / AWB / AWC-Set / Manual  
 Brightness..... 0 – 20 (adjustable)  
 AGC..... 0 – 20 (adjustable)  
 Sense-up ..... 2x – 32x (adjustable)  
 Backlight..... BLC / HSBLC  
 Motion Detection..... On / Off (4 zones)  
 Privacy Masking ..... On / Off (16 zones)

**Camera Specifications (continued)**

Mirror ..... On / Off  
 V-Flip ..... On / Off  
 Sharpness ..... 0 – 20 (adjustable)  
 Lens Shading..... On / Off  
 DNR..... Off / Low / Middle / High  
 Test Monitor Output ..... CVBS  
 Communication..... UTC (up the coax)  
**Operating & Unit Specifications**  
 Power ..... 12VDC / 24VAC dual voltage  
 (power supply not included)  
 Power Consumption ..... 12VDC, 500mA max. / 24VAC, 195mA max.  
 Operating Temperature... -4° F - 140° F  
 Operating Humidity..... 20% - 95% RH  
 Unit Dimensions ..... 3.94" (W) x 3.94" (H) x 8.27" (L)  
 Unit Weight..... 3.1 lbs  
 Certifications..... FCC, RoHS

**Optional Accessories**



**INTJBS**  
Square  
Junction Box



**INTCM**  
Corner/Pole  
Adaptor



**CVCJBB**  
Bullet Camera  
Junction Box



**PSW4**  
24VAC  
Power Supply



**PSW5**  
12VDC  
Power Supply



Speco Technologies is constantly developing and improving products. We reserve the right to modify product design and specifications without notice and without incurring any obligation. Spec Rev. 3/16/15

Try Prime Electronics ▾ 24 Inch monitor

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Back to search results for "24 inch monitor"



**ViewSonic VA2446M-LED 24-Inch LED-Lit LCD Monitor, Full HD 1080p, VESA**

Share 240+ Shares



reviews  
Shipping, Details  
within 28 hrs 36 mins and checkout. Details  
om. Gift-wrap available.

7-Inch  
\$189.99  
LED; 10M:1 Dynamic Contrast  
16:9 Aspect Ratio; Automatic  
e not included)  
1  
0mm

Qty: 1   
 Yes, I want FREE Two-Day Shipping with Amazon Prime

Include 4-Year Protection for \$29.99  
 Include 2-Year Protection for \$8.88

Turn on 1-Click ordering for this browser

Ship to:  
Michael Scott- SMITHFIELD

129.99 x 2 = 259.98

Roll over image to zoom in

30 new 0 used from \$129.99 6 refurbished from \$114.39

There is a newer model of this item:



ViewSonic VA2445M-LED 24-Inch Screen LED-Lit Monitor  
\$139.99 (81)  
In Stock.



Shopping for Business?  
Create a free Amazon Business account to access everyday low business prices and special offers on select items. Create a free account

Other Sellers on Amazon  
\$129.99

+ Free Shipping  
Sold by: PCNation

See price in cart + Free Shipping

Sold by: Galactics

\$143.30

+ Free Shipping  
Sold by: crush-outlet

67 used & new

Have one to sell?

Sponsored by FLEXIMOUNTS



FLEXIMOUNTS 2-In-1 Full Motion Dual Arm Desk Mo...  
25  
\$149.99 \$64.99

[Ad feedback](#)

Frequently Bought Together



Total price: \$142.17

- This Item: ViewSonic VA2446M-LED 24-Inch LED-Lit LCD Monitor, Full HD 1080p, DVI/GA, Speakers, VESA \$129.99
- 1 X DVI to DVI LCD Monitor Cable 6 Foot \$5.69
- AmazonBasics HDMI to DVI Adapter Cable - 6 Feet (1.8 Meters) \$6.49

**Product Information**

Size:24-Inch

**Technical Details**

Collapse all

**Additional Information**

**Summary**

Screen Size	24 inches
Max Screen Resolution	1920 x 1080

**Other Technical Details**

Brand Name	ViewSonic
Item model number	VA2446M-LED
Operating System	N/A
Item Weight	9 pounds
Product Dimensions	8.3 x 22.5 x 15.8 inches
Item Dimensions L x W x H	8.3 x 22.5 x 15.8 inches
Color	Black

ASIN	B00D601UC8
Customer Reviews	875 customer reviews 4.3 out of 5 stars
Best Sellers Rank	#166 in Computers & Accessories (See top 100) #28 in Computers & Accessories > Monitors
Shipping Weight	10.8 pounds (View shipping rates and policies)
Domestic Shipping	This item is also available for shipping to select countries outside the U.S.
International Shipping	This item can be shipped to select countries outside of the U.S. Learn More
Date First Available	June 3, 2013

**Technical Specification**







Product Warranty: For warranty information about this product, please click here [PDF]

**Warranty & Support**

Amazon.com Return Policy: You may return any new computer purchased from Amazon.com that is "dead on arrival," arrives in damaged condition, or is still in unopened boxes, for a full refund within 30 days of purchase. Amazon.com reserves the right to test "dead on arrival" returns and impose a customer fee equal to 15 percent of the product sales price if the customer misrepresents the condition of the product. Any returned computer that is damaged through customer misuse, is missing parts, or is in unsellable condition due to customer tampering will result in the customer being charged a higher restocking fee based on the condition of the product. Amazon.com will not accept returns of any desktop or notebook computer more than 30 days after you receive the shipment. New, used, and refurbished products purchased from Marketplace vendors are subject to the returns policy of the individual vendor.

Product Warranty: For warranty information about this product, please click here [PDF]

**Sponsored Products Related To This Item (What's this?)**

					
ViewSonic VX2452MH 24-Inch LED-Lit LCD Monitor, Full HD 1080p, 2ms, 60M:...	ViewSonic XG2401 24-Inch 144Hz 1080p Gaming Display with 1ms, HDMI, Disp...	ViewSonic VA2465emh 24-Inch SuperClear MVA LED Monitor (Full HD 1080p, H...	Redragon S101 Vajra USB Gaming Keyboard with Centrophorus USB Gaming Mouse	FLEXMOUNTS Full Motion Dual Arm Desk Mount Stand Fits 10"-27" Asus Acer...	EagleT GHz V Keybo.
838	1	282	788	25	
\$149.99	\$299.99	\$149.99	\$26.99	\$39.59	\$18.99

Ad feedback

**Customers Viewing This Page May Be Interested In These Sponsored Links (What's this?)**

- 1.  **LG Best UltraWide Monitor** - Enjoy a More Immersive Experience From 21:9 UltraWide Monitor [www.lg.com/us/Curved\\_Monitor](http://www.lg.com/us/Curved_Monitor)

Ad feedback

Try Prime

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Shop by Department

Shopping History

Michael's Amazon.com

Today's Deals

Hello, Michael  
Your Account

Try Prime

Your Lists

0 Cart

Wish List

Gift Finder

Friends & Family Gifting

Kids' Birthdays

Baby Registry

Wedding Registry

School Lists

Amazon Gift Cards

## Your Lists

## Your Friends

Create a List List settings

Find Items Across Your Lists

### Wish List



Save an idea. Shop for it later.

Add to list

Filter & Sort Share

Wish List (4)

Private

Shopping List (0)

Private

Wish List (0)

Public



**ViewSonic VA2446M-LED 24-Inch LED-Lit LCD Monitor, Full HD 1080p, DVI/VGA, Speakers, VESA**  
(875)

Added February 5, 2016

Add to Cart

Move

Delete

\$128.99

Size: 24-Inch

In Stock. Offered by Amazon.com.

67 Used & New from \$114.39

Add comments, quantity & priority



**3 Pack E-Color New Compatible CF226A 28A Toner Cartridge Black-3,100 Yield for HP LaserJet Pro M402n, M402dn, M402dw, MFP M426fdw, MFP M426fn series**  
1 Used & New from \$198.99

Added January 28, 2016

See all buying options

Move

Delete

Add comments, quantity & priority



**BackUpBrace Duty Belt Back Support (Phoenix Nylon, Regular - For waist size 34" or more)**  
(64)

Added December 9, 2015

See all buying options

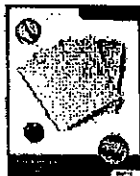
Move

Delete

Size: Regular - For waist size 34" or more

1 Used & New from \$69.95

Add comments, quantity & priority



**Pentax Letter Size Paper, 100 sheets (PTX 201960)**  
(3)

Added January 3, 2012

Add to Cart

Move

Delete

\$16.99

In Stock. Offered by Amadeals.

5 Used & New from \$10.00

Add comments, quantity & priority

### Customers Who Bought Items in Your List Also Bought



Search Our Site  GO

48° Raleigh, NC  
CLOUDY

SECTIONS TRAFFIC VIDEO

BREAKING NEWS Woman injured in Raleigh house fire



NEWS

# APEX PROVIDES SAFE PLACE TO MEET FOR ONLINE SALES



Apex police have designated a spot to meet to conduct transactions of goods bought and sold online. (Apex Police Department)

Share Tweet



Wednesday, January 20, 2016 04:15PM

**APEX (WTVD)** -- The Apex Police Department now has an area in the police department parking lot where you can finalize sales of items you buy and sell on the Internet.

The designated area is in the small lot beside the police department and is under 24-hour surveillance. There are two parking spaces designated as an Internet Exchange Location.

## NEWS

**Doctor Accused of Lashing Out at Uber Driver Speaks Out**  
Updated seconds ago



**One killed in crash west of Garner**  
Updated seconds ago



**Woman injured in Raleigh house fire**  
Updated 28 mins ago



**Couple reaches plea deal in toddler shooting case**  
Updated 37 mins ago



**Danish Man Tests Positive for Zika Virus**  
Updated 41 mins ago

MORE NEWS

## TOP STORIES



**One killed in crash west of Garner**  
Updated seconds ago



**Woman injured in Raleigh house fire**  
Updated 28 mins ago

**Town of Smithfield  
Town Council Action Form**

**Business Item:** Consideration of Award of bid to S&C Electric Company for the purchase of (1) Circuit Switcher in the amount of \$89,521.00 as part of the second transformer project at the Brogden Road Substation.

Date of Meeting: March 1 2016

Date prepared: February 11, 2016

Staff Work by: Pete Connet, Rodney Johnson

Presentation: Consent Agenda

**Item:**

This is part of the Brogden Road Substation Project and is included in the overall budget for this Capital Project. The Circuit Switcher is installed on the power line that delivers power from the Duke Energy Progress (DEP) transmission line to the second transformer. It acts as a circuit breaker to protect DEP's transmission line from any problems that we may have at the substation. There is a fifteen to eighteen week delivery time on this equipment, which puts delivery about mid-June or early July.

The informal bid prices ranged from a low of \$89,521 to a high of \$95,787.

**Action Requested:**

Receive the informal bids taken on January 26, 2016 and award the purchase of (1) Circuit Switcher to S&C Electric Company in the amount of \$89,521.00 as part of the second transformer project at the Brogden Road Substation, per the Engineer's letter of recommendation, which is attached.

# Booth & Associates, LLC

CONSULTING ENGINEERS

engineering for the future since 1960

February 9, 2016

Mr. Peter T. Connet  
Town of Smithfield  
350 E. Market Street  
P.O. Box 761  
Smithfield, North Carolina 27577

Subject: Circuit Switcher for  
Brogden Road Substation Expansion  
Bid Evaluation and Recommendation

Dear Mr. Connet:

Informal quotations were received from three (3) representatives of S&C Electric for the circuit switcher required for the Brogden Road Substation. Based on our review, we feel all of the bid quotations received should be considered valid offerings. Enclosed is a tabulation of the bids received.

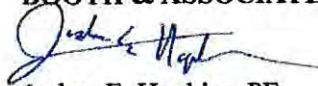
S&C Electric Company is the low evaluated bidder for the circuit switcher.

**We recommend the Town of Smithfield, North Carolina; issue a purchase order to S&C Electric Company for the purchase of one (1) circuit switcher for the total purchase price of \$89,521.00, which includes delivery.**

Enclosed is a sample purchase order for your use in ordering the circuit switcher. Also enclosed are the proposals for your files. If I can provide any additional information, please call me.

Sincerely,

**BOOTH & ASSOCIATES, LLC**



Joshua E. Hopkins, PE

jeh/spc

Enclosures

15-8046-8008



CLIENT: TOWN OF SMITHFIELD, NC

PROJECT: BROGDEN ROAD SUBSTATION EXP.

PROJECT NO.: 15-8046-8008

DATE: 02/05/16

1 2 3

**BID TABULATION WITH UNIT PRICING**

**BIDDERS**

	Qty.	S&C Electric ***	Chapman Company	DC Technology
S&C Catalog No. 697031AE12H2KMTT2VWV1Y Series 2000 Circuit Switcher, Model 2040. Horizontal interrupter and without Disconnect 230kV, 1200 amp, 48 v dc Operator Control Voltage, 144" Mounting Pedestal, 120" Phase Spacing, 240v, 60 Hz, Thermostat for Operator, Space heater Thermostat for Operator, Position-Indicating Lamps, Trip Circuit Monitoring Relay, Loss of Voltage Relay (dc), Duplex Receptacle with GFI and Light, Eight additional Nonadjustable Single-Pole Double-Throw Auxiliary Switch Contacts, Local Remote Selector Switch, including (12) per Anchor Bolts, S&C Catalog No. S-81365-1	1	\$89,521.00	\$93,997.00	\$95,787.00
<b>Total</b>		<b>\$89,521.00</b>	<b>\$93,997.00</b>	<b>\$95,787.00</b>
<b>Manufacturer</b>		<b>S&amp;C Electric</b>	<b>S&amp;C Electric</b>	<b>S&amp;C Electric</b>

REMARKS: None.

\*\*\* Recommended Bidder

**Circuit Switcher**

# SAMPLE PURCHASE ORDER

FEBRUARY 2016

**VENDOR** S&C Electric Company  
 6601 N. Ridge Boulevard  
 Chicago, IL 60626-3997  
 Attn: Cristina Ochoa  
 Phone: 773-338-1000  
 Fax: 773-338-7020

**SHIP TO** Town of Smithfield  
 350 E. Market Street  
 Smithfield, North Carolina 27577  
 Attn: Mr. Peter T. Connet  
 Phone: 919-934-2798

SCHEDULE	QUANTITY	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
---	1	S&C Catalog No. 697031AE12H2KMTT2VW1Y Series 2000 Circuit Switcher, Model 2040. Horizontal Interrupter and without Disconnect 230kV, 1200 amp, 48 v dc Operator Control Voltage, 144" Mounting Pedestal, 120" Phase Spacing, 240v, 60 Hz, Thermostat for Operator, Space heater Thermostat for Operator, Position-Indicating Lamps, Trip Circuit Monitoring Relay, Loss of Voltage Relay (dc), Duplex Receptacle with GFI and Light, Eight additional Nonadjustable Single-Pole Double- Throw Auxiliary Switch Contacts, Local Remote Selector Switch, including (12) per Anchor Bolts, S&C Catalog No. S- 81365-1	Brogden Road Substation Expansion	\$89,521.00	\$89,521.00
<b>TOTAL</b>					<b>\$89,521.00</b>

<b>DELIVERY</b>
15-18 weeks ARO



January 26, 2016

To: Booth & Associates, Inc.  
Attention: Josh Hopkins, PE

From: Kelly Tippins

Subject: RFQ – S&C Electric for Town of Smithfield  
Reference: Our Quote 2040KJT-Smithfield

Dear Josh:

On behalf of S&C Electric, we are pleased to offer the following proposal for your consideration.

<b>Item</b>	<b>Qty</b>	<b>Description</b>	<b>Net Price Ea.</b>
01	1	S&C Catalog No. 697031AE12H2KMTT2VW1Y Series 2000 Circuit Switcher, Model 2040 Horizontal Interrupter and without Disconnect 230kV, 1200 amp, 48 v dc Operator Control Voltage, 144" Mounting Pedestal, 120" Phase Spacing, 240v, 60 Hz, Thermostat for Operator, Space heater Thermostat for Operator, Position- Indicating Lamps, Trip Circuit Monitoring Relay, Loss of Voltage Relay (dc), Duplex Receptacle With GFI and Light, Eight additional Nonadjustable Single-Pole Double-Throw Auxiliary Switch Contacts, Local Remote Selector Switch, including (12) per Anchor Bolts, S&C Catalog No. S-81365-1	\$93,997.00

...continued

**Standard Lead Time:** Shipment can be made in approximately 15-18 weeks after receipt of your formal purchase order, based on Standard Lead Time. All shipping estimates are subject to prior sale of material and/or manufacturing capacity.

**Terms And Conditions of Sale:** Any order or orders based on the quotation (1) are subject to acceptance by S&C Electric Company only at its general offices in Chicago, Illinois; (2) are subject to S&C Electric Company's Conditions of Sale, which are defined in full under "GENERAL" in S&C Price Schedule 150; and (3) should be made out to S&C Electric Company in care of:

Robert W. Chapman & Company  
Post Office Box 240748 (28224)  
1338 Hundred Oaks Drive, Suite "D"  
Charlotte, NC 28217

The following are excerpts from S&C Price Sheet 150, "Standard Conditions of Sale," dated September 29, 2014

**Terms of Payment:** Net 30 Days

**Terms of Delivery:** (1) Risk of Loss. Unless otherwise agreed, for all shipments, risk of loss of the products or any part thereof shall pass to the immediate purchaser upon delivery to the common carrier, but seller will assist immediate purchaser in submitting claims for loss or damage. (2) Allowance for Freight. Deliveries within the United States except Alaska and Hawaii (The Lower 48). For orders with net value of \$5000.00 or more, prices include freight by seller's selection of transportation, to common carrier delivery point nearest first destination. For orders with net value less than \$5000.00, freight is collect, or prepaid and added to the invoice.

**\*This quotation is firm for acceptance within 30 Days.**

**\*Quoted in accordance with email request from Booth & Associates, Josh Hopkins.**

If we may assist you further, please do not hesitate to contact us. Thank you for the opportunity. We appreciate your business.

Best regards,

***Kelly Tippins***

Kelly Tippins

cc: Cristina Ochoa-S&C Electric Co./Chicago, Ill  
Joe Costner-Chapman Co./Charlotte, NC  
Perry Godwin-Chapman Co./Morganton, NC

**GENERAL:** The standard conditions of sale contained herein and the special conditions of sale set forth in the applicable product-line specification bulletins, and any supplements or modifications thereto confirmed by seller's acknowledgment, together with any written specifications or certifications signed by one of seller's authorized executives<sup>▲</sup> shall constitute the complete and exclusive statement of seller's conditions of sale. In no event shall transactions be subject to any affirmation of fact or promise which relates to the application, performance, or description of the goods unless such affirmation or promise is in writing and signed by one of seller's authorized executives<sup>▲</sup>, or is confirmed by seller's acknowledgment. ANY TERMS, WHETHER IN A PURCHASE ORDER OR OTHER DOCUMENT OF THE IMMEDIATE PURCHASER, IRRESPECTIVE OF THEIR MATERIALITY, WHICH ARE EITHER DIFFERENT FROM OR ADDITIONAL TO SELLER'S CONDITIONS OF SALE AS SET FORTH ABOVE ARE OBJECTED TO AND ARE EXCLUDED UNLESS EXPRESSLY AGREED TO IN SELLER'S ACKNOWLEDGMENT. Acceptance of the goods shipped shall constitute assent to seller's conditions of sale. In special transactions involving a formal invitation to bid and a formal award by purchase contract, seller's conditions of sale apply only to the extent not inconsistent with the purchase contract.

**NONASSIGNABLE SOFTWARE LICENSE:** Certain software, computer programs, source code, object code, listings, and related materials, in machine-readable or printed form, including firmware and all types of media, and all updates and modifications thereto ("Software" hereafter), may be delivered by seller to immediate purchaser together with each product. Such Software is furnished to immediate purchaser or, if the product is purchased by a third party for installation in third-party equipment, the end user of the equipment, under a nonexclusive license for use solely on a single product, and may not be copied, in whole or in part, nor may it be sub-licensed. Immediate purchaser shall preserve any and all copyright notices included in the Software. Except as set forth herein, or as may be permitted in writing by seller, immediate purchaser shall not provide or otherwise make available the Software or any part of copies thereof to any third party. Title to, ownership of and all applicable rights in patents, copyrights, and trade secrets in the Software shall not transfer to immediate purchaser or end user. Immediate purchaser agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Software to fulfill its obligations hereunder.

**LIMITED WARRANTY AND EXTENT OF LIABILITY:**

(1) **General:** Seller warrants to immediate purchaser for a period of two years from the date of shipment that the equipment delivered will be of the kind and quality specified in the contract description and will be free of defects of workmanship and material. Should any failure to conform to this warranty (or to any additional warranty contained in the special conditions of sale set forth in the applicable product-line specification bulletin) appear under proper and normal use within two years after the date of shipment the seller agrees, upon prompt notification thereof and confirmation that the equipment has been stored, installed, operated, and maintained in accordance with recommendations of the seller and standard industry practice, to correct the nonconformity either by repairing any damaged or defective parts of the equipment or (at seller's option) by shipment of necessary replacement parts. The seller's warranty does not apply to any equipment that has been disassembled, repaired, or altered by anyone other than the seller. This limited warranty is granted only to the immediate purchaser or, if the equipment is purchased by a third party for installation in third-party equipment, the end user of the equipment. The seller's duty to perform under any warranty may be delayed, at the seller's sole option, until the seller has been paid in full for all goods purchased by the immediate purchaser. No such delay shall extend the warranty period.

Seller further warrants to the immediate purchaser or end user that for a period of one year from the date of shipment the Software will perform substantially in accordance with the then-current release of specifications if properly used in accordance with the procedures described in seller's instructions. Seller's liability regarding any of the Software is expressly limited to exercising its reasonable efforts in supplying or replacing any media found to be physically defective or in correcting defects in the Software during the warranty period. Seller does not warrant the use of the Software will be uninterrupted or error-free.

(2) **Limitation:** The warranty and/or obligations described in the foregoing paragraph, including any additional warranty contained in the special conditions of sale, are exclusive; and the remedies provided hereinabove for breach of these warranties shall constitute immediate purchaser's or end user's exclusive remedy and a fulfillment of all seller's liability. In no event shall seller's liability to immediate purchaser or end user exceed the price of the specific product which gives rise to immediate purchaser's or end user's claim. The seller's warranties do not apply to major components not of S&C manufacture, such as: surge arresters, current-limiting fuses, instrument transformers, relays and meters, low-voltage circuit breakers, remote terminal units, and

terminators. However, seller will assign to immediate purchaser or end user all manufacturers' warranties that apply to such major components. All other warranties whether express or implied or arising by operation of law, course of dealing, usage of trade or otherwise, are excluded. The only warranties are those stated herein, and THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS WARRANTY OR OTHER OBLIGATION PROVIDED HEREIN IS GRANTED ONLY TO THE IMMEDIATE PURCHASER AND END USER, AS DEFINED HEREIN. OTHER THAN AN END USER, NO REMOTE PURCHASER MAY RELY ON ANY AFFIRMATION OF FACT OR PROMISE THAT RELATES TO THE GOODS DESCRIBED HEREIN, ANY DESCRIPTION THAT RELATES TO THE GOODS, OR ANY REMEDIAL PROMISE INCLUDED IN THESE STANDARD CONDITIONS OF SALE. The seller shall not be liable, in contract, tort, or otherwise (including for negligence, breach of warranty, indemnity, and strict liability) for any penalty or for any special, consequential, indirect, or incidental damages, whether for personal injury or property damage, including specifically but without limitation, loss of profits or revenue, loss of other equipment, loss of full or partial use of any equipment or facility, down-time costs, business interruption, any claim arising out of loss of electrical power, cost of capital, loss of goodwill, claims of third parties, costs associated with the removal of equipment from service or reinstallation or disassembly or reassembly, or similar damages, arising out of or resulting from this order or transaction.

**NUCLEAR:** For applications in a nuclear facility, the immediate purchaser and/or end user shall have complete insurance protection against liability and property damage resulting from a nuclear incident and shall indemnify Seller, its subcontractors, suppliers, and vendors against all claims resulting from a nuclear incident.

**EXPORT COMPLIANCE:**

Seller is required to comply with applicable export laws and regulations of the U.S. For any sale made under this contract, purchaser shall not export, re-export, distribute, download, or supply any product, component, part, and/or Software other than to the ultimate country of destination specified in this contract, without obtaining prior, written authorization from seller and the applicable U.S. Government agency. Seller reserves the right to suspend or cancel delivery of products, components, parts, and/or Software to purchaser or cancel this contract in its entirety, without liability to seller, if seller has a good faith basis for believing purchaser has violated or intends to violate this paragraph.

**COMPLIANCE WITH ANTI-BRIBERY LAWS:**

The U.S. Foreign Corrupt Practices Act ("FCPA") and laws in other countries strictly prohibit the payment of bribes, kickbacks, or similar payments to influence business. Purchaser agrees not to take any action whatsoever to wrongfully influence any decisions in its or the seller's favor relating to goods sold hereunder, either directly or indirectly.

**TERMS OF DELIVERY:**

(1) **Risk of Loss.** Unless otherwise agreed, for all shipments, risk of loss of the products or any part thereof shall pass to the immediate purchaser upon delivery to the common carrier, but seller will assist immediate purchaser in submitting claims for loss or damage.

(2) **Allowance for Freight.**

(a) **Deliveries within the United States except Alaska and Hawaii (The Lower 48).** For orders with net value of \$5000.00 or more, prices include freight by seller's selection of transportation, to common carrier delivery point nearest first destination. For orders with net value less than \$5000.00, freight is collect, or prepaid and added to the invoice.

(b) **Alaska and Hawaii.** For orders with net value of \$5000.00 or more, prices include freight by seller's selection of transportation, to common carrier delivery point nearest first destination within The Lower 48. For orders with net value less than \$5000.00, freight is collect, or prepaid and added to the invoice.

(3) **Fuel Surcharge.** For orders with seller's selection of transportation prepaid to common carrier delivery point nearest first destination, a fuel surcharge will be added to the invoice if specified in the quotation. This fuel surcharge will be calculated at the time of shipment, and will be equal to 0.00875% of the net value of the order for every \$0.06 increase in fuel price above a base fuel price of \$1.20 per gallon. The fuel price at the time of shipment will be determined from the National Average Diesel Fuel Price Index provided by the United States Department of Energy.

(4) **Method of Transportation and Routing.** The seller will determine the method of transportation and the routing of the shipment. Where the immediate purchaser requires shipment by a method of transportation or routing other than that of the seller's selection, any additional transportation and/or packing expense is to be borne by the immediate purchaser.

\* Includes exporters located in the United States.

▲ Authorized executives are the chairman of the board, president, vice president of any rank, or any other executive expressly designated by S&C.



**(5) Export Packing.** Where "export packing" is required an extra charge will be made not to exceed 5% of the net selling price.

**(6) Unloading of Shipments.** Provision of suitable facilities and personnel at delivery point for unloading of shipments is to be the responsibility of the immediate purchaser.

**TERMS OF PAYMENT:** Net 30 days. The goods shall remain personal property and seller retains a security interest therein until fully paid.

If, in the judgment of seller, the credit status of immediate purchaser, at any time, does not justify the continuation of production or shipment of goods ordered on the terms of payment agreed upon, seller, in its sole discretion, may require revision of payment terms to its satisfaction or shall be entitled to cancel or defer any orders or items or quantities thereon then outstanding, without obligation by either immediate purchaser or seller with respect to unshipped goods.

If any payment is not made in full when due, seller is entitled to recover possession of the goods shipped, and if they are in immediate purchaser's possession or control the immediate purchaser shall assemble them at a place to be designated by seller. Repossession by seller shall not exclude or modify any remedy provided by law. Also, if payment is not made in full when due, seller may require, with respect to any orders or items or quantities thereon then outstanding, full or partial payment in advance or shall be entitled to cancel or defer any of such orders or items or quantities thereon and shall be entitled to payment by immediate purchaser for all damages.

In the event any proceeding is brought by or against immediate purchaser under any bankruptcy or insolvency laws, seller shall be entitled to cancel any orders or items or quantities thereon outstanding as of the date of such bankruptcy or insolvency.

**HANDLING CHARGES FOR IMMEDIATE SHIPMENTS:** When immediate shipment of products, components, and/or parts is required, premium freight methods will be employed to minimize transportation time. Due to the extra attention required by such orders, a handling charge of \$100.00 will apply, in addition to the extra charges for premium freight.

**PRICE ADJUSTMENTS:** Prices stated on seller's acknowledgment for orders, or items or quantities thereon, for which the earlier of the actual or scheduled date of shipment (the "Controlling Date") is within 360 days from date of order, are not subject to upward or downward adjustment unless specified in the quotation. Prices for orders, or items or quantities thereon, for which the Controlling Date is beyond 360 days after date of order, may be increased at time of shipment by percentages which will not cumulatively exceed 1% for each full 30-day period or fraction thereof by which the Controlling Date is beyond 360 days after date of order.

**QUOTATIONS:** Any price, quantity, or condition of sale stated in any quotation is effective for 30 days from date of quotation unless changed by notice. No quotation shall have any force or effect after 30 days from date of quotation unless effective period of such quotation is expressly extended in writing by seller.

All orders, whether or not based upon specific quotations, are subject to acceptance by the seller only at its general offices in Chicago, Illinois.

Subsequent to the issuance of quotations, seller may, without notice, make design changes for product modernization or improvement. Catalog numbers may be supplemented with the letter "R" followed by a digit identifying the latest design revision.

If specified in the quotation, a materials surcharge may be applied to the net selling prices of products at the time of shipment, depending on the cost levels of purchased parts and materials in the preceding month.

**TAXES:** Where the seller is required to pay or collect sales, use, or other taxes, the amount will be added to the invoice as a separate item.

**LOSS, DAMAGE, OR DELAY:** Shipping dates are approximate and are based upon prompt receipt of all necessary information. Seller is not liable for loss, damage, detention, or delay due to causes beyond its reasonable control such

as, but not limited to: acts of God, acts of the immediate purchaser, acts of civil or military authority, priorities, fires, strikes, labor issues or difficulties, floods, earthquake, weather, epidemics, quarantine restrictions, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, and manufacturing facilities from usual sources due to such causes.

**INTELLECTUAL PROPERTY:** The seller shall defend any suit or proceeding brought against the immediate purchaser so far as based on a claim that any product, or any part thereof, sold hereunder constitutes an infringement or misappropriation of intellectual property rights of others if notified promptly in writing and given authority, information, and assistance (at seller's expense) for the defense of same, and the seller shall pay all damages and costs awarded therein against the immediate purchaser, provided that this agreement shall not extend to any infringement based upon the manufacture, use, or sale of said product or any part or parts thereof, in combination with apparatus or things not furnished by the seller. In case the product, or any part thereof, furnished hereunder is in such suit held to constitute infringement and its use enjoined, the seller shall, at its own expense and at its option, either (1) procure for the immediate purchaser the right to continue using said product or part thereof, or (2) replace the same with a noninfringing product; or (3) modify it so that it becomes noninfringing; or (4) remove said product and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the seller with respect to infringement by said product or any part thereof.

The preceding paragraph shall not apply to any equipment or product, or any part thereof, manufactured to immediate purchaser's design. As to such equipment or product, or any part thereof, the seller assumes no liability whatsoever for infringement or misappropriation.

**CLERICAL ERRORS:** Seller reserves the right to correct clerical errors or omissions in quotations, acknowledgments, invoices, or other documents.

**MODIFICATION, CANCELLATION, OR DEFERMENT BY IMMEDIATE PURCHASER:** Orders or purchase contracts may be modified or cancelled, and scheduled shipments may be deferred, only upon immediate purchaser's prior written notice and upon confirmation by seller's revised acknowledgement and upon terms, satisfactory to seller, which compensate seller for all damages suffered by reason of such modification, cancellation, or deferment. Any modification, cancellation, or deferment hereunder shall become effective no earlier than the date set forth in the seller's revised acknowledgement.

Additional catalog number items may be added to, and/or quantities of specified catalog numbers adjusted on, unshipped orders up to 10 business days from the order or purchase contract date. Shipment schedules for additional items are dependent upon product availability; these items may not ship with the items originally specified on the order or purchase contract.

**SELLER'S REMEDIES:** The rights of seller specified herein are cumulative and in addition to the rights available to seller at law or in equity. No delay or failure by seller to exercise any right or remedy shall impair any of such rights or remedies or be construed to be a waiver of any breach or acquiescence therein. Any single or partial exercise of any right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy.

**EEO COMPLIANCE:** Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**ILLINOIS LAW GOVERNS:** The laws of Illinois shall govern the interpretation and effect of all contracts and the rights and remedies of the parties.

## POLICIES RELATING TO SALES

**CHANGES TO PRICES AND CONDITIONS OF SALE:** Prices and conditions of sale are subject to change without notice.

**WITNESS OF TEST:** Normal production procedures do not provide opportunity for immediate purchaser to witness routine factory tests on their apparatus. Witness of such tests by the immediate purchaser requires special processing of the order and usually entails delays in production and additional charges, information on which can be furnished on request.

**RETURNS:** Products may not be returned by immediate purchaser without first securing authorization and a return goods authorization number. Where seller authorizes immediate purchaser to return unused, recently received products, charges will be made to cover outgoing transportation paid by the seller plus cost of restocking, repackaging, reinspection, repair, or disassembly as applicable. Only products manufactured within the past two years and still of current design will be eligible for return. In general, charges, over and above the transportation, will be based on the following schedule:

(1) 25% of the net selling price for standard catalog products regularly carried in seller's active warehouse stock and returnable directly to stock without reinspection, repackaging, repair, or modification;

(2) 35% of the net selling price for standard catalog products not regularly carried in seller's active warehouse stock, but which are sufficiently active to warrant being placed in stock and which can be returned directly to stock without reinspection, repackaging, repair, or modification;

(3) 50% of the net selling price for standard catalog products not sufficiently active to warrant being placed in stock and which therefore must be unpacked and disassembled;

(4) 60% or more of the net selling price for products of a custom nature which must be unpacked and disassembled and from which only certain parts and subassemblies are salvageable.

Authorized returns, with the return goods authorization number identified on the material to be returned, should be shipped, freight prepaid and at immediate purchaser's risk, to the address below unless otherwise instructed:

S&C Electric Company  
Repair Center  
1800 Devon Avenue  
Chicago, Illinois 60660-1010



**S&C ELECTRIC COMPANY**  
*Specialists in High-Voltage Switching and Protection*

6601 N. Ridge Boulevard  
 Chicago, IL 60626-3997  
 Tel: 773-338-1000  
 Fax: 773-338-7020  
[www.sandc.com](http://www.sandc.com)

January 26, 2016

To: Mr. Joshua E. Hopkins  
 Company: Booth & Associates, Inc.  
 From: Cristina Ochoa  
 Subject: RFQ – S&C Electric for Town of Smithfield

Dear Mr. Hopkins:

On behalf of S&C Electric, we are pleased to offer the following proposal for your consideration.

<b>Item</b>	<b>Qty</b>	<b>Description</b>	<b>Net Price Ea.</b>
01	1	S&C Catalog No. 697031AE12H2KMTT2VW1Y Series 2000 Circuit Switcher, Model 2040 Horizontal Interrupter and without Disconnect 230kV, 1200 amp, 48 v dc Operator Control Voltage, 144" Mounting Pedestal, 120" Phase Spacing, 240v, 60 Hz, Thermostat for Operator, Space heater Thermostat for Operator, Position- Indicating Lamps, Trip Circuit Monitoring Relay, Loss of Voltage Relay (dc), Duplex Receptacle With GFI and Light, Eight additional Nonadjustable Single-Pole Double-Throw Auxiliary Switch Contacts, Local Remote Selector Switch, including (12) per Anchor Bolts, S&C Catalog No. S-81365-1	\$89,521.00

...continued

**Standard Lead Time:** Shipment can be made in approximately 15-18 weeks after receipt of your formal purchase order, based on Standard Lead Time. All shipping estimates are subject to prior sale of material and/or manufacturing capacity.

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Robert W. Chapman & Company  
Post Office Box 240748 (28224)  
1338 Hundred Oaks Drive, Suite D  
Charlotte, NC 28217

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**\*This quotation is firm for acceptance within 30 Days.**

If we may assist you further, please do not hesitate to contact us. Thank you for the opportunity. We appreciate your business.

Sincerely,  
***Cristina Ochoa***  
Cristina Ochoa

cc: Joe Costner-Chapman Co./Charlotte, NC  
Perry Godwin-Chapman Co./Morganton, NC



**GENERAL:** The standard conditions of sale contained herein and the special conditions of sale set forth in the applicable product-line specification bulletins, and any supplements or modifications thereto confirmed by seller's acknowledgment, together with any written specifications or certifications signed by one of seller's authorized executives▲ shall constitute the complete and exclusive statement of seller's conditions of sale. In no event shall transactions be subject to any affirmation of fact or promise which relates to the application, performance, or description of the goods unless such affirmation or promise is in writing and signed by one of seller's authorized executives▲, or is confirmed by seller's acknowledgment. ANY TERMS, WHETHER IN A PURCHASE ORDER OR OTHER DOCUMENT OF THE IMMEDIATE PURCHASER, IRRESPECTIVE OF THEIR MATERIALITY, WHICH ARE EITHER DIFFERENT FROM OR ADDITIONAL TO SELLER'S CONDITIONS OF SALE AS SET FORTH ABOVE ARE OBJECTED TO AND ARE EXCLUDED UNLESS EXPRESSLY AGREED TO IN SELLER'S ACKNOWLEDGMENT. Acceptance of the goods shipped shall constitute assent to seller's conditions of sale. In special transactions involving a formal invitation to bid and a formal award by purchase contract, seller's conditions of sale apply only to the extent not inconsistent with the purchase contract.

**NONASSIGNABLE SOFTWARE LICENSE:** Certain software, computer programs, source code, object code, listings, and related materials, in machine-readable or printed form, including firmware and all types of media, and all updates and modifications thereto ("Software" hereafter), may be delivered by seller to immediate purchaser together with each product. Such Software is furnished to immediate purchaser or, if the product is purchased by a third party for installation in third-party equipment, the end user of the equipment, under a nonexclusive license for use solely on a single product, and may not be copied, in whole or in part, nor may it be sub-licensed. Immediate purchaser shall preserve any and all copyright notices included in the Software. Except as set forth herein, or as may be permitted in writing by seller, immediate purchaser shall not provide or otherwise make available the Software or any part of copies thereof to any third party. Title to, ownership of and all applicable rights in patents, copyrights, and trade secrets in the Software shall not transfer to immediate purchaser or end user. Immediate purchaser agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Software to fulfill its obligations hereunder.

**LIMITED WARRANTY AND EXTENT OF LIABILITY:**

**(1) General:** Seller warrants to immediate purchaser for a period of two years from the date of shipment that the equipment delivered will be of the kind and quality specified in the contract description and will be free of defects of workmanship and material. Should any failure to conform to this warranty (or to any additional warranty contained in the special conditions of sale set forth in the applicable product-line specification bulletin) appear under proper and normal use within two years after the date of shipment the seller agrees, upon prompt notification thereof and confirmation that the equipment has been stored, installed, operated, and maintained in accordance with recommendations of the seller and standard industry practice, to correct the nonconformity either by repairing any damaged or defective parts of the equipment or (at seller's option) by shipment of necessary replacement parts. The seller's warranty does not apply to any equipment that has been disassembled, repaired, or altered by anyone other than the seller. This limited warranty is granted only to the immediate purchaser or, if the equipment is purchased by a third party for installation in third-party equipment, the end user of the equipment. The seller's duty to perform under any warranty may be delayed, at the seller's sole option, until the seller has been paid in full for all goods purchased by the immediate purchaser. No such delay shall extend the warranty period.

Seller further warrants to the immediate purchaser or end user that for a period of one year from the date of shipment the Software will perform substantially in accordance with the then-current release of specifications if properly used in accordance with the procedures described in seller's instructions. Seller's liability regarding any of the Software is expressly limited to exercising its reasonable efforts in supplying or replacing any media found to be physically defective or in correcting defects in the Software during the warranty period. Seller does not warrant the use of the Software will be uninterrupted or error-free.

**(2) Limitation:** The warranty and/or obligations described in the foregoing paragraph, including any additional warranty contained in the special conditions of sale, are exclusive; and the remedies provided hereinabove for breach of these warranties shall constitute immediate purchaser's or end user's exclusive remedy and a fulfillment of all seller's liability. In no event shall seller's liability to immediate purchaser or end user exceed the price of the specific product which gives rise to immediate purchaser's or end user's claim. The seller's warranties do not apply to major components not of S&C manufacture, such as: surge arresters, current-limiting fuses, instrument transformers, relays and meters, low-voltage circuit breakers, remote terminal units, and

terminators. However, seller will assign to immediate purchaser or end user all manufacturers' warranties that apply to such major components. All other warranties whether express or implied or arising by operation of law, course of dealing, usage of trade or otherwise, are excluded. The only warranties are those stated herein, and THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS WARRANTY OR OTHER OBLIGATION PROVIDED HEREIN IS GRANTED ONLY TO THE IMMEDIATE PURCHASER AND END USER, AS DEFINED HEREIN. OTHER THAN AN END USER, NO REMOTE PURCHASER MAY RELY ON ANY AFFIRMATION OF FACT OR PROMISE THAT RELATES TO THE GOODS DESCRIBED HEREIN, ANY DESCRIPTION THAT RELATES TO THE GOODS, OR ANY REMEDIAL PROMISE INCLUDED IN THESE STANDARD CONDITIONS OF SALE. The seller shall not be liable, in contract, tort, or otherwise (including for negligence, breach of warranty, indemnity, and strict liability) for any penalty or for any special, consequential, indirect, or incidental damages, whether for personal injury or property damage, including specifically but without limitation, loss of profits or revenue, loss of other equipment, loss of full or partial use of any equipment or facility, down-time costs, business interruption, any claim arising out of loss of electrical power, cost of capital, loss of goodwill, claims of third parties, costs associated with the removal of equipment from service or reinstallation or disassembly or reassembly, or similar damages, arising out of or resulting from this order or transaction.

**NUCLEAR:** For applications in a nuclear facility, the immediate purchaser and/or end user shall have complete insurance protection against liability and property damage resulting from a nuclear incident and shall indemnify Seller, its subcontractors, suppliers, and vendors against all claims resulting from a nuclear incident.

**EXPORT COMPLIANCE:**

Seller is required to comply with applicable export laws and regulations of the U.S. For any sale made under this contract, purchaser shall not export, re-export, distribute, download, or supply any product, component, part, and/or Software other than to the ultimate country of destination specified in this contract, without obtaining prior, written authorization from seller and the applicable U.S. Government agency. Seller reserves the right to suspend or cancel delivery of products, components, parts, and/or Software to purchaser or cancel this contract in its entirety, without liability to seller, if seller has a good faith basis for believing purchaser has violated or intends to violate this paragraph.

**COMPLIANCE WITH ANTI-BRIBERY LAWS:**

The U.S. Foreign Corrupt Practices Act ("FCPA") and laws in other countries strictly prohibit the payment of bribes, kickbacks, or similar payments to influence business. Purchaser agrees not to take any action whatsoever to wrongfully influence any decisions in its or the seller's favor relating to goods sold hereunder, either directly or indirectly.

**TERMS OF DELIVERY:**

**(1) Risk of Loss.** Unless otherwise agreed, for all shipments, risk of loss of the products or any part thereof shall pass to the immediate purchaser upon delivery to the common carrier, but seller will assist immediate purchaser in submitting claims for loss or damage.

**(2) Allowance for Freight.**

**(a) Deliveries within the United States except Alaska and Hawaii (The Lower 48).** For orders with net value of \$5000.00 or more, prices include freight by seller's selection of transportation, to common carrier delivery point nearest first destination. For orders with net value less than \$5000.00, freight is collect, or prepaid and added to the invoice.

**(b) Alaska and Hawaii.** For orders with net value of \$5000.00 or more, prices include freight by seller's selection of transportation, to common carrier delivery point nearest first destination within The Lower 48. For orders with net value less than \$5000.00, freight is collect, or prepaid and added to the invoice.

**(3) Fuel Surcharge.** For orders with seller's selection of transportation prepaid to common carrier delivery point nearest first destination, a fuel surcharge will be added to the invoice if specified in the quotation. This fuel surcharge will be calculated at the time of shipment, and will be equal to 0.00875% of the net value of the order for every \$0.05 increase in fuel price above a base fuel price of \$1.20 per gallon. The fuel price at the time of shipment will be determined from the National Average Diesel Fuel Price Index provided by the United States Department of Energy.

**(4) Method of Transportation and Routing.** The seller will determine the method of transportation and the routing of the shipment. Where the immediate purchaser requires shipment by a method of transportation or routing other than that of the seller's selection, any additional transportation and/or packing expense is to be borne by the immediate purchaser.

\* Includes exporters located in the United States.

▲ Authorized executives are the chairman of the board, president, vice president of any rank, or any other executive expressly designated by S&C.



**(5) Export Packing.** Where "export packing" is required an extra charge will be made not to exceed 5% of the net selling price.

**(6) Unloading of Shipments.** Provision of suitable facilities and personnel at delivery point for unloading of shipments is to be the responsibility of the immediate purchaser.

**TERMS OF PAYMENT:** Net 30 days. The goods shall remain personal property and seller retains a security interest therein until fully paid.

If, in the judgment of seller, the credit status of immediate purchaser, at any time, does not justify the continuation of production or shipment of goods ordered on the terms of payment agreed upon, seller, in its sole discretion, may require revision of payment terms to its satisfaction or shall be entitled to cancel or defer any orders or items or quantities thereon then outstanding, without obligation by either immediate purchaser or seller with respect to unshipped goods.

If any payment is not made in full when due, seller is entitled to recover possession of the goods shipped, and if they are in immediate purchaser's possession or control the immediate purchaser shall assemble them at a place to be designated by seller. Repossession by seller shall not exclude or modify any remedy provided by law. Also, if payment is not made in full when due, seller may require, with respect to any orders or items or quantities thereon then outstanding, full or partial payment in advance or shall be entitled to cancel or defer any of such orders or items or quantities thereon and shall be entitled to payment by immediate purchaser for all damages.

In the event any proceeding is brought by or against immediate purchaser under any bankruptcy or insolvency laws, seller shall be entitled to cancel any orders or items or quantities thereon outstanding as of the date of such bankruptcy or insolvency.

**HANDLING CHARGES FOR IMMEDIATE SHIPMENTS:** When immediate shipment of products, components, and/or parts is required, premium freight methods will be employed to minimize transportation time. Due to the extra attention required by such orders, a handling charge of \$100.00 will apply, in addition to the extra charges for premium freight.

**PRICE ADJUSTMENTS:** Prices stated on seller's acknowledgment for orders, or items or quantities thereon, for which the earlier of the actual or scheduled date of shipment (the "Controlling Date") is within 360 days from date of order, are not subject to upward or downward adjustment unless specified in the quotation. Prices for orders, or items or quantities thereon, for which the Controlling Date is beyond 360 days after date of order, may be increased at time of shipment by percentages which will not cumulatively exceed 1% for each full 30-day period or fraction thereof by which the Controlling Date is beyond 360 days after date of order.

**QUOTATIONS:** Any price, quantity, or condition of sale stated in any quotation is effective for 30 days from date of quotation unless changed by notice. No quotation shall have any force or effect after 30 days from date of quotation unless effective period of such quotation is expressly extended in writing by seller.

All orders, whether or not based upon specific quotations, are subject to acceptance by the seller only at its general offices in Chicago, Illinois.

Subsequent to the issuance of quotations, seller may, without notice, make design changes for product modernization or improvement. Catalog numbers may be supplemented with the letter "R" followed by a digit identifying the latest design revision.

If specified in the quotation, a materials surcharge may be applied to the net selling prices of products at the time of shipment, depending on the cost levels of purchased parts and materials in the preceding month.

**TAXES:** Where the seller is required to pay or collect sales, use, or other taxes, the amount will be added to the invoice as a separate item.

**LOSS, DAMAGE, OR DELAY:** Shipping dates are approximate and are based upon prompt receipt of all necessary information. Seller is not liable for loss, damage, detention, or delay due to causes beyond its reasonable control such

as, but not limited to: acts of God, acts of the immediate purchaser, acts of civil or military authority, priorities, fires, strikes, labor issues or difficulties, floods, earthquake, weather, epidemics, quarantine restrictions, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, and manufacturing facilities from usual sources due to such causes.

**INTELLECTUAL PROPERTY:** The seller shall defend any suit or proceeding brought against the immediate purchaser so far as based on a claim that any product, or any part thereof, sold hereunder constitutes an infringement or misappropriation of intellectual property rights of others if notified promptly in writing and given authority, information, and assistance (at seller's expense) for the defense of same, and the seller shall pay all damages and costs awarded therein against the immediate purchaser, provided that this agreement shall not extend to any infringement based upon the manufacture, use, or sale of said product or any part or parts thereof, in combination with apparatus or things not furnished by the seller. In case the product, or any part thereof, furnished hereunder is in such suit held to constitute infringement and its use enjoined, the seller shall, at its own expense and at its option, either (1) procure for the immediate purchaser the right to continue using said product or part thereof; or (2) replace the same with a noninfringing product; or (3) modify it so that it becomes noninfringing; or (4) remove said product and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the seller with respect to infringement by said product or any part thereof.

The preceding paragraph shall not apply to any equipment or product, or any part thereof, manufactured to immediate purchaser's design. As to such equipment or product, or any part thereof, the seller assumes no liability whatsoever for infringement or misappropriation.

**CLERICAL ERRORS:** Seller reserves the right to correct clerical errors or omissions in quotations, acknowledgments, invoices, or other documents.

**MODIFICATION, CANCELLATION, OR DEFERMENT BY IMMEDIATE PURCHASER:** Orders or purchase contracts may be modified or cancelled, and scheduled shipments may be deferred, only upon immediate purchaser's prior written notice and upon confirmation by seller's revised acknowledgement and upon terms, satisfactory to seller, which compensate seller for all damages suffered by reason of such modification, cancellation, or deferment. Any modification, cancellation, or deferment hereunder shall become effective no earlier than the date set forth in the seller's revised acknowledgement.

Additional catalog number items may be added to, and/or quantities of specified catalog numbers adjusted on, unshipped orders up to 10 business days from the order or purchase contract date. Shipment schedules for additional items are dependent upon product availability; these items may not ship with the items originally specified on the order or purchase contract.

**SELLER'S REMEDIES:** The rights of seller specified herein are cumulative and in addition to the rights available to seller at law or in equity. No delay or failure by seller to exercise any right or remedy shall impair any of such rights or remedies or be construed to be a waiver of any breach or acquiescence therein. Any single or partial exercise of any right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy.

**EEO COMPLIANCE:** Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**ILLINOIS LAW GOVERNS:** The laws of Illinois shall govern the interpretation and effect of all contracts and the rights and remedies of the parties.

### POLICIES RELATING TO SALES

**CHANGES TO PRICES AND CONDITIONS OF SALE:** Prices and conditions of sale are subject to change without notice.

**WITNESS OF TEST:** Normal production procedures do not provide opportunity for immediate purchaser to witness routine factory tests on their apparatus. Witness of such tests by the immediate purchaser requires special processing of the order and usually entails delays in production and additional charges, information on which can be furnished on request.

**RETURNS:** Products may not be returned by immediate purchaser without first securing authorization and a return goods authorization number. Where seller authorizes immediate purchaser to return unused, recently received products, charges will be made to cover outgoing transportation paid by the seller plus cost of restocking, repackaging, reinspection, repair, or disassembly as applicable. Only products manufactured within the past two years and still of current design will be eligible for return. In general, charges, over and above the transportation, will be based on the following schedule:

(1) 25% of the net selling price for standard catalog products regularly carried in seller's active warehouse stock and returnable directly to stock without reinspection, repackaging, repair, or modification;

(2) 35% of the net selling price for standard catalog products not regularly carried in seller's active warehouse stock, but which are sufficiently active to warrant being placed in stock and which can be returned directly to stock without reinspection, repackaging, repair, or modification;

(3) 50% of the net selling price for standard catalog products not sufficiently active to warrant being placed in stock and which therefore must be unpacked and disassembled;

(4) 60% or more of the net selling price for products of a custom nature which must be unpacked and disassembled and from which only certain parts and subassemblies are salvageable.

Authorized returns, with the return goods authorization number identified on the material to be returned, should be shipped, freight prepaid and at immediate purchaser's risk, to the address below unless otherwise instructed:

S&C Electric Company  
Repair Center  
1800 Devon Avenue  
Chicago, Illinois 60660-1010



January 26th, 2016

To: Mr. Joshua E. Hopkins
Company: Booth & Associates, Inc.
From: Rex Cochran
Subject: RFQ – S&C Electric for Town of Smithfield

Dear Mr. Hopkins:

On behalf of S&C Electric, we are pleased to offer the following proposal for your consideration.

Table with 4 columns: Item, Qty, Description, Net Price Ea. Row 1: 01, 1, S&C Catalog No. 697031AE12H2KMTT2VW1Y Series 2000 Circuit Switcher, Model 2040 Horizontal Interrupter and without Disconnect 230kV, 1200 amp, 48 v dc Operator Control Voltage, 144" Mounting Pedestal, 120" Phase Spacing, 240v, 60 Hz, Thermostat for Operator, Space heater Thermostat for Operator, Position- Indicating Lamps, Trip Circuit Monitoring Relay, Loss of Voltage Relay (dc), Duplex Receptacle With GFI and Light, Eight additional Nonadjustable Single-Pole Double-Throw Auxiliary Switch Contacts, Local Remote Selector Switch, including (12) per Anchor Bolts, S&C Catalog No. S-81365-1, \$95,787.00

...continued

DC TECHNOLOGY, INC.

| P.O. BOX 240748
| CHARLOTTE, NC 28224

| PH: 704/527-1287
| FX: 704/527-1289

| 1338 Hundred Oaks Dr. Suite D
| CHARLOTTE, NC 28217

| WATS LINE: 800/888-3702

**Standard Lead Time:** Shipment can be made in approximately 15-18 weeks after receipt of your formal purchase order, based on Standard Lead Time. All shipping estimates are subject to prior sale of material and/or manufacturing capacity.

**Terms And Conditions of Sale:** Any order or orders based on this quotation (1) are subject to acceptance by S&C Electric Company only at its general offices in Chicago, Illinois; (2) are subject to S&C Electric Company's Conditions of Sale, which are defined in full under "GENERAL" in S&C Price Schedule 150; and (3) should be made out to S&C Electric Company in care of;

DC Technology, Inc.  
P.O. Box 240748  
Charlotte, NC 28217

The following are excerpts from S&C Price Sheet 150, "Standard Conditions of Sale," dated September 29, 2014.

**Terms of Payment:** Net 30 Days

**Terms of Delivery:** (1) Risk of Loss. Unless otherwise agreed, for all shipments, risk of loss of the products or any part thereof shall pass to the immediate purchaser upon delivery to the common carrier, but seller will assist immediate purchaser in submitting claims for loss or damage. (2) Allowance for Freight. Deliveries within the United States except Alaska and Hawaii (The Lower 48). For orders with net value of \$5000.00 or more, prices include freight by seller's selection of transportation, to common carrier delivery point nearest first destination. For orders with net value less than \$5000.00, freight is collect, or prepaid and added to the invoice.

**\*This quotation is firm for acceptance within 30 Days.**

If we may assist you further, please do not hesitate to contact us. Thank you for the opportunity. We appreciate your business.

Regards,

Rex Cochran  
DC Technology, Inc.  
704-602-8237  
[rcochran@rwchapman.com](mailto:rcochran@rwchapman.com)

DC TECHNOLOGY, INC.

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| CHARLOTTE, NC 28224

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| 1338 Hundred Oaks Dr. Suite D  
| CHARLOTTE, NC 28217

| WATS LINE: 800/888-3702  
|

**GENERAL:** The standard conditions of sale contained herein and the special conditions of sale set forth in the applicable product-line specification bulletins, and any supplements or modifications thereto confirmed by seller's acknowledgment, together with any written specifications or certifications signed by one of seller's authorized executives▲ shall constitute the complete and exclusive statement of seller's conditions of sale. In no event shall transactions be subject to any affirmation of fact or promise which relates to the application, performance, or description of the goods unless such affirmation or promise is in writing and signed by one of seller's authorized executives▲, or is confirmed by seller's acknowledgment. ANY TERMS, WHETHER IN A PURCHASE ORDER OR OTHER DOCUMENT OF THE IMMEDIATE PURCHASER, IRRESPECTIVE OF THEIR MATERIALITY, WHICH ARE EITHER DIFFERENT FROM OR ADDITIONAL TO SELLER'S CONDITIONS OF SALE SET FORTH ABOVE ARE OBJECTED TO AND ARE EXCLUDED UNLESS EXPRESSLY AGREED TO IN SELLER'S ACKNOWLEDGMENT. Acceptance of the goods shipped shall constitute assent to seller's conditions of sale. In special transactions involving a formal invitation to bid and a formal award by purchase contract, seller's conditions of sale apply only to the extent not inconsistent with the purchase contract.

**NONASSIGNABLE SOFTWARE LICENSE:** Certain software, computer programs, source code, object code, listings, and related materials, in machine-readable or printed form, including firmware and all types of media, and all updates and modifications thereto ("Software" hereafter), may be delivered by seller to immediate purchaser together with each product. Such Software is furnished to immediate purchaser or, if the product is purchased by a third party for installation in third-party equipment, the end user of the equipment, under a nonexclusive license for use solely on a single product, and may not be copied, in whole or in part, nor may it be sub-licensed. Immediate purchaser shall preserve any and all copyright notices included in the Software. Except as set forth herein, or as may be permitted in writing by seller, immediate purchaser shall not provide or otherwise make available the Software or any part of copies thereof to any third party. Title to, ownership of and all applicable rights in patents, copyrights, and trade secrets in the Software shall not transfer to immediate purchaser or end user. Immediate purchaser agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Software to fulfill its obligations hereunder.

**LIMITED WARRANTY AND EXTENT OF LIABILITY:**

(1) **General:** Seller warrants to immediate purchaser for a period of two years from the date of shipment that the equipment delivered will be of the kind and quality specified in the contract description and will be free of defects of workmanship and material. Should any failure to conform to this warranty (or to any additional warranty contained in the special conditions of sale set forth in the applicable product-line specification bulletin) appear under proper and normal use within two years after the date of shipment the seller agrees, upon prompt notification thereof and confirmation that the equipment has been stored, installed, operated, and maintained in accordance with recommendations of the seller and standard industry practice, to correct the nonconformity either by repairing any damaged or defective parts of the equipment or (at seller's option) by shipment of necessary replacement parts. The seller's warranty does not apply to any equipment that has been disassembled, repaired, or altered by anyone other than the seller. This limited warranty is granted only to the immediate purchaser or, if the equipment is purchased by a third party for installation in third-party equipment, the end user of the equipment. The seller's duty to perform under any warranty may be delayed, at the seller's sole option, until the seller has been paid in full for all goods purchased by the immediate purchaser. No such delay shall extend the warranty period.

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terminators. However, seller will assign to immediate purchaser or end user all manufacturers' warranties that apply to such major components. All other warranties whether express or implied or arising by operation of law, course of dealing, usage of trade or otherwise, are excluded. The only warranties are those stated herein, and THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS WARRANTY OR OTHER OBLIGATION PROVIDED HEREIN IS GRANTED ONLY TO THE IMMEDIATE PURCHASER AND END USER, AS DEFINED HEREIN. OTHER THAN AN END USER, NO REMOTE PURCHASER MAY RELY ON ANY AFFIRMATION OF FACT OR PROMISE THAT RELATES TO THE GOODS DESCRIBED HEREIN, ANY DESCRIPTION THAT RELATES TO THE GOODS, OR ANY REMEDIAL PROMISE INCLUDED IN THESE STANDARD CONDITIONS OF SALE. The seller shall not be liable, in contract, tort, or otherwise (including for negligence, breach of warranty, indemnity, and strict liability) for any penalty or for any special, consequential, indirect, or incidental damages, whether for personal injury or property damage, including specifically but without limitation, loss of profits or revenue, loss of other equipment, loss of full or partial use of any equipment or facility, down-time costs, business interruption, any claim arising out of loss of electrical power, cost of capital, loss of goodwill, claims of third parties, costs associated with the removal of equipment from service or reinstallation or disassembly or reassembly, or similar damages, arising out of or resulting from this order or transaction.

**NUCLEAR:** For applications in a nuclear facility, the immediate purchaser and/or end user shall have complete insurance protection against liability and property damage resulting from a nuclear incident and shall indemnify Seller, its subcontractors, suppliers, and vendors against all claims resulting from a nuclear incident.

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Seller is required to comply with applicable export laws and regulations of the U.S. For any sale made under this contract, purchaser shall not export, re-export, distribute, download, or supply any product, component, part, and/or Software other than to the ultimate country of destination specified in this contract, without obtaining prior, written authorization from seller and the applicable U.S. Government agency. Seller reserves the right to suspend or cancel delivery of products, components, parts, and/or Software to purchaser or cancel this contract in its entirety, without liability to seller, if seller has a good faith basis for believing purchaser has violated or intends to violate this paragraph.

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**TAXES:** Where the seller is required to pay or collect sales, use, or other taxes, the amount will be added to the invoice as a separate item.

**LOSS, DAMAGE, OR DELAY:** Shipping dates are approximate and are based upon prompt receipt of all necessary information. Seller is not liable for loss, damage, detention, or delay due to causes beyond its reasonable control such

as, but not limited to: acts of God, acts of the immediate purchaser, acts of civil or military authority, priorities, fires, strikes, labor issues or difficulties, floods, earthquake, weather, epidemics, quarantine restrictions, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, and manufacturing facilities from usual sources due to such causes.

**INTELLECTUAL PROPERTY:** The seller shall defend any suit or proceeding brought against the immediate purchaser so far as based on a claim that any product, or any part thereof, sold hereunder constitutes an infringement or misappropriation of intellectual property rights of others if notified promptly in writing and given authority, information, and assistance (at seller's expense) for the defense of same, and the seller shall pay all damages and costs awarded therein against the immediate purchaser, provided that this agreement shall not extend to any infringement based upon the manufacture, use, or sale of said product or any part or parts thereof, in combination with apparatus or things not furnished by the seller. In case the product, or any part thereof, furnished hereunder is in such suit held to constitute infringement and its use enjoined, the seller shall, at its own expense and at its option, either (1) procure for the immediate purchaser the right to continue using said product or part thereof; or (2) replace the same with a noninfringing product; or (3) modify it so that it becomes noninfringing; or (4) remove said product and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the seller with respect to infringement by said product or any part thereof.

The preceding paragraph shall not apply to any equipment or product, or any part thereof, manufactured to immediate purchaser's design. As to such equipment or product, or any part thereof, the seller assumes no liability whatsoever for infringement or misappropriation.

**CLERICAL ERRORS:** Seller reserves the right to correct clerical errors or omissions in quotations, acknowledgments, invoices, or other documents.

**MODIFICATION, CANCELLATION, OR DEFERMENT BY IMMEDIATE PURCHASER:** Orders or purchase contracts may be modified or cancelled, and scheduled shipments may be deferred, only upon immediate purchaser's prior written notice and upon confirmation by seller's revised acknowledgement and upon terms, satisfactory to seller, which compensate seller for all damages suffered by reason of such modification, cancellation, or deferment. Any modification, cancellation, or deferment hereunder shall become effective no earlier than the date set forth in the seller's revised acknowledgement.

Additional catalog number items may be added to, and/or quantities of specified catalog numbers adjusted on, unshipped orders up to 10 business days from the order or purchase contract date. Shipment schedules for additional items are dependent upon product availability; these items may not ship with the items originally specified on the order or purchase contract.

**SELLER'S REMEDIES:** The rights of seller specified herein are cumulative and in addition to the rights available to seller at law or in equity. No delay or failure by seller to exercise any right or remedy shall impair any of such rights or remedies or be construed to be a waiver of any breach or acquiescence therein. Any single or partial exercise of any right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy.

**EEO COMPLIANCE:** Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**ILLINOIS LAW GOVERNS:** The laws of Illinois shall govern the interpretation and effect of all contracts and the rights and remedies of the parties.

### POLICIES RELATING TO SALES

**CHANGES TO PRICES AND CONDITIONS OF SALE:** Prices and conditions of sale are subject to change without notice.

**WITNESS OF TEST:** Normal production procedures do not provide opportunity for immediate purchaser to witness routine factory tests on their apparatus. Witness of such tests by the immediate purchaser requires special processing of the order and usually entails delays in production and additional charges, information on which can be furnished on request.

**RETURNS:** Products may not be returned by immediate purchaser without first securing authorization and a return goods authorization number. Where seller authorizes immediate purchaser to return unused, recently received products, charges will be made to cover outgoing transportation paid by the seller plus cost of restocking, repackaging, reinspection, repair, or disassembly as applicable. Only products manufactured within the past two years and still of current design will be eligible for return. In general, charges, over and above the transportation, will be based on the following schedule:

(1) 25% of the net selling price for standard catalog products regularly carried in seller's active warehouse stock and returnable directly to stock without reinspection, repackaging, repair, or modification;

(2) 35% of the net selling price for standard catalog products not regularly carried in seller's active warehouse stock, but which are sufficiently active to warrant being placed in stock and which can be returned directly to stock without reinspection, repackaging, repair, or modification;

(3) 50% of the net selling price for standard catalog products not sufficiently active to warrant being placed in stock and which therefore must be unpacked and disassembled;

(4) 60% or more of the net selling price for products of a custom nature which must be unpacked and disassembled and from which only certain parts and subassemblies are salvageable.

Authorized returns, with the return goods authorization number identified on the material to be returned, should be shipped, freight prepaid and at immediate purchaser's risk, to the address below unless otherwise instructed:

S&C Electric Company  
Repair Center  
1800 Devon Avenue  
Chicago, Illinois 60660-1010

**Town of Smithfield  
Town Council  
Action Form**

**Item: Downtown State Grant Application Funds (\$96,107)**

**Date of Meeting: March 1, 2016**

**Date Prepared: February 23, 2016**

**Staff Work By: Jim Freeman, Interim Town Manager  
Shannan Williams, Town Clerk**

**Presentation: Business Item**

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**Background:** Please reference the January 8<sup>th</sup> received State Office and Budget & Management Memorandum along with attached application form and grant agreement in the agenda packet. The Interim Manager did have a January 26<sup>th</sup> telephone call with State Budget Office representative Arnetha Dickerson regarding the application. When deciding upon a project, it was generally understood (Budget Office Telephone Conversation) that the grant agreement scope of work should identify a downtown project concept, benefit and completion within a short timeline....*possible end of 2016*. Also, have proper documentation on file if the project should be audited by State sometime after completion.

At the February 2<sup>nd</sup> meeting, Council was presented with suggested downtown projects from the Appearance Commission and the Downtown Smithfield Development Corporation. A decision was tabled at that meeting pending a more condensed list of projects. Attached hereto are the top three recommendations by the Appearance Commission, the Downtown Smithfield Development Corporation and a list of all suggested projects. . In summary such are bulleted as follows:

- 1<sup>st</sup> Appearance Commission Priority – *Market Streetscape Lighting*
- 2<sup>nd</sup> Appearance Commission Priority – *Streetscape (sidewalk) improvements to the 100 block of South 3<sup>rd</sup> Street*
- 3<sup>rd</sup> Appearance Commission Priority – *Parking Lot Improvements: Market Street across from the Court House*
- 1<sup>st</sup> DSDC Priority – *Market Streetscape Lighting as proposed by the Appearance Commission*
- 2<sup>nd</sup> DSDC Priority – *Greenway related enhancements such as benches, picnic tables, water fountains, etc...*
- 3<sup>rd</sup> DSDC Priority - *WayFinding System, Downtown components including manumental gateways*

**Board Action Request:** The Council is being requested to consider/approve of a downtown project activity/ activities for submission in the State's \$96,107 grant application and grant agreement.

**Interim Manager's Opinion:** Being the grant agreement is in the Town of Smithfield's name, it is the Council who ultimately decides which project concept would be in the Town's best interest. Granted there are a few worthwhile received suggestions, however Council is not bound by such and may consider others. It is the interim manager's suggestion that Council decide on a downtown project

concept and direct staff to work out the administration, responsibilities, timeline and accounting details. However as a "check and balance", Council may want staff to present worked out details for record prior to actual implementation....*in case any questions/concerns.*





STATE OF NORTH CAROLINA  
OFFICE OF STATE BUDGET AND MANAGEMENT

PAT MCCRORY  
GOVERNOR

LEE HARRISS ROBERTS  
STATE BUDGET DIRECTOR

January 6, 2016

**MEMORANDUM:**

**TO:** Jim Freeman, Town Manager  
Town of Smithfield

**FROM:** Lee Harriss Roberts   
State Budget Director

**SUBJECT:** Allocation of State Funds – Session Law 2015-241, Joint Conference Committee Report on the Continuation, Expansion, and Capital Budgets

The 2015-17 state budget enacted by the General Assembly and signed into law by Governor McCrory provided the Town of Smithfield with \$96,107 for downtown revitalization efforts. Our office will be overseeing this grant, and we look forward to working with you on this endeavor.

There are two forms that must be filled out in order to receive the funds. Attached to this memo, you will find:

1. Request for Payment of Appropriation Form – please complete and sign.
2. Contract Agreement – Please be sure to provide your taxpayer ID number, fill out the scope of work section with a description of how you plan to use the funds, and sign and date the contract.

Please return the signed forms to the attention of Arnetha Dickerson. Once we have received these documents and reviewed them, we will provide you with a final signed copy of the contract and more information on how the funds will be disbursed.

If we can be of assistance, please do not hesitate to call Arnetha Dickerson or Erin Matteson at (919) 807-4700. jg

Thank you.

LHR/ad

Attachments

RECEIVED JAN 08 2016

REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND

(SEE LETTER ENCLOSED)

Jim Freeman, Town Manager  
350 E. Market Street (PO Box 761)  
Smithfield, N.C 27577

2015-16 Allocation: \$96,107

Purpose: Appropriate funding to the Town of Smithfield for downtown revitalization efforts.

Part A. TO BE COMPLETED BY ALL RECIPIENTS

1. Contact's Name: Jim Freeman Telephone: 919-934-2116
2. Contact's Position in Organization: \_\_\_\_\_
3. Federal Identification Number \_\_\_\_\_
4. Kind of Organization: Corporation \_\_\_\_\_ Trust \_\_\_\_\_ Partnership \_\_\_\_\_ Government \_\_\_\_\_  
Unincorporated Association \_\_\_\_\_ Other \_\_\_\_\_
5. Match Required (Circle One): Yes/No On a \_\_\_\_\_ to \_\_\_\_\_ basis.  
If matching is required, is cash match in hand? Yes \_\_\_\_\_ No \_\_\_\_\_  
If the required match is not in hand, by what date and from what source does the organization expect to have the cash match?
6. Fiscal Year of Non-State Entity (e.g. year ending June 30, December 31, other) \_\_\_\_\_

Part B. TO BE COMPLETED BY ALL RECIPIENTS. FORM MUST BE NOTARIZED

\_\_\_\_\_  
Signature of individual making request

\_\_\_\_\_  
Notary Public (official seal)

\_\_\_\_\_  
Date Notarized

STATE OF NORTH CAROLINA

TAXPAYER I.D.NUMBER

TOWN OF SMITHFIELD, NC

**AGREEMENT**

**THIS AGREEMENT** is hereby made between the State of North Carolina, Office of State Budget and Management and the Town of Smithfield, with an address at 350 E. Market Street (PO Box 761) Smithfield, North Carolina 27577 "Grantee".

**ARTICLE I**

A. Effective date: July 1, 2015

B. Scope of work: The *Town of Smithfield* hereby intends to support the following downtown revitalization efforts with a \$96,107 grant-in-aid as provided for in S.L. 2015-241 (H.B.97), Page J 24 of the Joint Conference Committee Report:

**ARTICLE II**  
**TERMINATION**

A. The term of this Agreement shall begin on the effective date described in Article I and shall terminate upon the earlier of (1) completion of all required services, or (2) an earlier termination as provided for in paragraph B below.

B. The Office of State Budget and Management may, upon thirty (30) days prior written notice to Grantee, terminate all or any portion of this Agreement or the services required to be performed herein without cause.

C. The Office of State Budget and Management may, by written notice, immediately terminate all or any portion of this Agreement or the Services for cause in any of the following circumstances:

- (1) Grantee breaches any obligation hereunder, or fails to make progress sufficient to assure performance of this Agreement or any of the Services;
- (2) Grantee is adjudged insolvent or bankrupt; Contractor makes an assignment for the benefit of creditors; or the appointment of a receiver, liquidator or trustee of any of Contractor's property or assets.

D. Neither party shall be liable, or deemed to be in default, for any delay, interruption or failure in performance under this Agreement resulting directly or indirectly from acts of God, acts of civil or military authority; fires, floods; accidents, explosions, earthquakes, strikes or labor disputes, loss or interruption of electrical power or other public utility, or delays in transportation or any cause beyond its reasonable control.

**ARTICLE III**  
**GENERAL PROVISIONS**

A. The failure of either party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option or election herein, shall not be construed as a waiver of such terms, provisions, option or election in the future. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement are cumulative and in addition to the various remedies available in law or in equity.

B. Choice of Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, are governed by the laws of North Carolina. The Grantee, by signing this Agreement, agrees and submits, solely for matters related to this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina.

C. All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator.

- Arnetha Dickerson 919-807-4708 [arnetha.dickerson@osbm.nc.gov](mailto:arnetha.dickerson@osbm.nc.gov) is hereby designated as the contract administrator for the Office of State Budget and Management.
- Jim Freeman, Town Manager, ([jim.freeman@smithfield-nc.com](mailto:jim.freeman@smithfield-nc.com)) is hereby designated as the contract administrator for the Town of Smithfield.

D. Availability of Funds. The parties to this contract agree and understand that the payment of the sums specified in this contract is contingent upon and subject to the availability of funds for this purpose.

E. Payment Provisions. Upon execution of this contract, the Grantee may request and, upon approval by the Agency, receive a single payment for amounts up to one hundred thousand dollars (\$100,000). For grants-in-aid of more than one hundred thousand dollars (\$100,000) payments will be paid in quarterly installments, consistent with G. S. 143C-6-21.

F. Effective Period: This contract shall be effective on July 1, 2015 and shall terminate on June 30, 2016.

G. The Grantee shall maintain its accounting records relating to the performance of the Services and this Agreement in accordance with generally accepted accounting procedures. Upon reasonable prior notice to Grantee, the Office of State Budget and Management may, during the term of this Agreement and for a period of up to six years following the expiration or termination for any reason of this Agreement, audit and copy such records.

H. Antitrust Laws. This Agreement is entered into in compliance with all State and Federal Antitrust laws.

I. Assignment. This Agreement or any interest therein shall not be assigned or transferred by the Contractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

**Office of State Budget and Management:**

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Lee Harriss Roberts, State Budget Director

**Town of Smithfield:**

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Jim Freeman, Town Manager



**Smithfield  
Appearance Commission  
Recommendations  
For  
Revitalization Grant**

# Revitalization Grant

## Recommendation by Smithfield Appearance Commission

At our meeting 2/16/2016 our commission discussed and voted to recommend “up lighting” the trees and possibly wrapping them along Market Street, as we presented at the last council meeting as the “Market Street Scape Lighting Project”. We have all visited cities with this kind of lighting in their downtown areas and the impact was amazing. The lights made their cities safer and more inviting for public use, downtown festivals, restaurants, and businesses, as well as the citizens and guests. Imagine our Christmas parade and Ham & Yam, Wine Walk with this additional beautification.



This picture is a sample of “Up lighting”. Lights are set into the ground forcing the light up into the trees. Also illuminates the sidewalks at the same time. The estimated cost for this project is \$56,564.84.

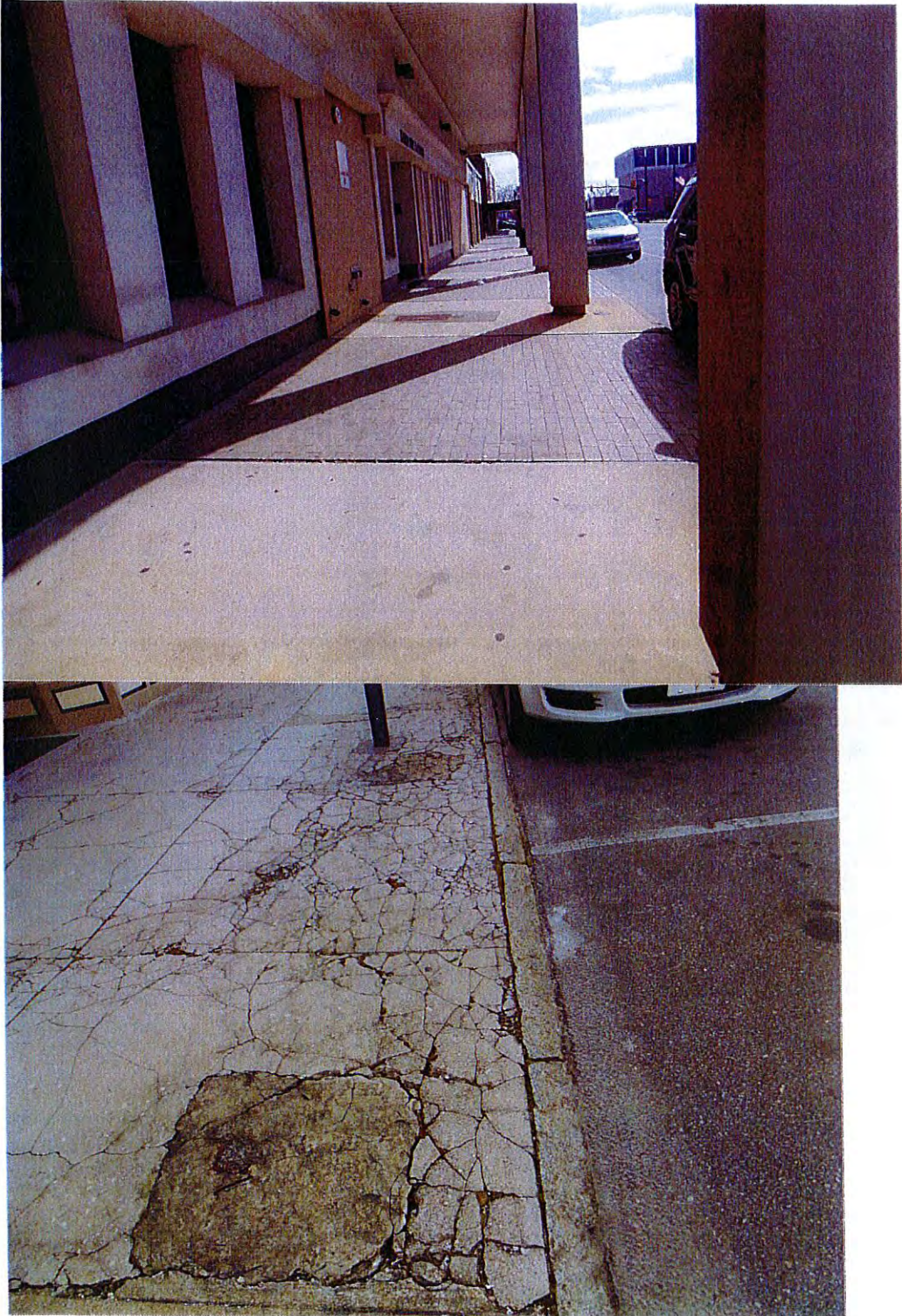


Our Second recommendation is for new and enhanced sidewalks along 100 block of South 3rd street. They are in desperate need of repair and they could be beautiful using colored stamped concrete or Brick borders. This area would be great “up lighted”, as well connecting Market Street to Johnston.



The pictures show a sample of stamped colored concrete. The estimated price is \$8-12 per sq. foot one color.

The Library has set in some brick work we could match this fixing the areas that most need attention and incorporate regular cement where needed forming a pattern and helping with the cost.





Our sidewalks are dangerous and falling apart. The curbs are almost gone in some areas. This Street location has the potential to be very busy and a great destination for future businesses, and Events.



Our third recommendation includes the resurfacing of the Parking Lot across from the courthouse on Market Street. This project has already started with the new paper bark maples that were planted last year. The positive impact will be complete when the tree roots are gone and the new pavement, fresh striping, and additional tree lighting in this area.

Before and after pictures will tell the story once any of these projects are complete. We feel any of these projects would be a true step in revitalizing our downtown area.

Our commission would be very happy to elaborate details and help with completion, once the decision is made where the Grant Funds will be allocated.

Respectfully Submitted by Chairperson Peggy Scott  
Smithfield Appearance Commission  
919-915-0448 [Curtaincalls@nc.rr.com](mailto:Curtaincalls@nc.rr.com)



February 16, 2016

Jim Freeman, Interim Town Manager  
Town of Smithfield  
PO Box 761  
Smithfield, NC 27577

Re: Downtown Revitalization Grant

Dear Mr. Freeman:

After much consideration, the DSDC Board would like to put forth the following recommendation for the downtown revitalization grant that the Town will receive. To maximize the impact of this grant, the committee decided to recommend the funding of three projects, which I have detailed below.

First priority:

Market Street lighting project proposed by the Town's Appearance Commission, which would uplight trees along Market Street

Cost: \$56,564.84

Timeline:

Benefit: Increased lighting would improve the appearance of Downtown Smithfield, as well as make downtown appear safer to patrons.

Second priority:

Greenway-related enhancements (to potentially include additional benches, water fountains, picnic tables, etc.)

Cost: \$10,000

Timeline: Approximately six months

Benefit: This would improve an existing asset that attracts a large number of people downtown, and also builds upon the progress of the boat ramp improvements toward making our riverfront more of a destination.

Third priority:

Fabrication and installation of the downtown components of the wayfinding system, to include two downtown monumental gateway signs and seven small trailblazer signs

Cost: Approximately \$37,250

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200 South Front Street • Smithfield, North Carolina 27577 • (919) 934-0887

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Timeline: Approximately six months if pursued aggressively

Benefit: The installation of wayfinding signs will increase visibility for Downtown Smithfield businesses and attractions, specifically the greenway, boat ramp, tourist information, Hastings House, Johnston County Heritage Center, Courthouse, Town Hall, Library and Ava Gardner Museum.

There were many other good ideas considered, some of which we will continue to pursue through DSDC committees and partnerships with other organizations. The DSDC is excited about the potential impact that this downtown revitalization grant can have, and looks forward to continuing to work with the Town to make Smithfield a better place for our citizens and visitors. Should you have any questions regarding these recommendations or other possible projects, please let me know.

Sincerely,

Sarah Edwards  
Executive Director

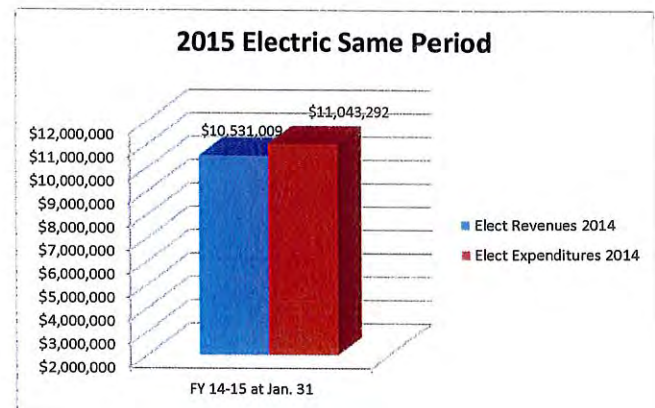
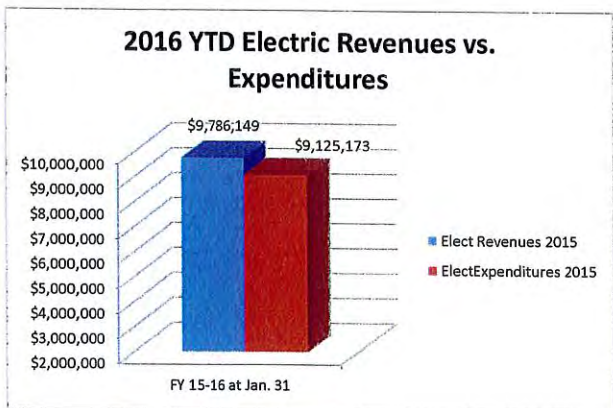
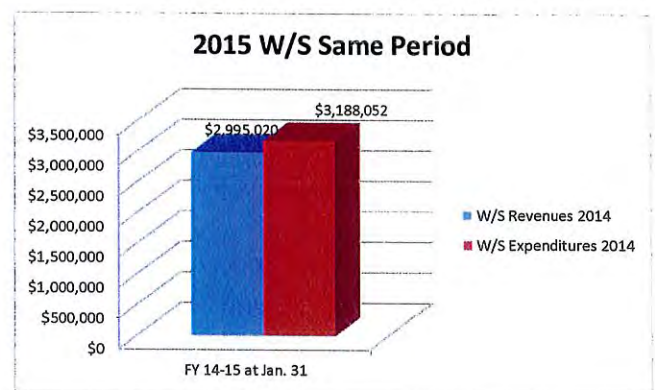
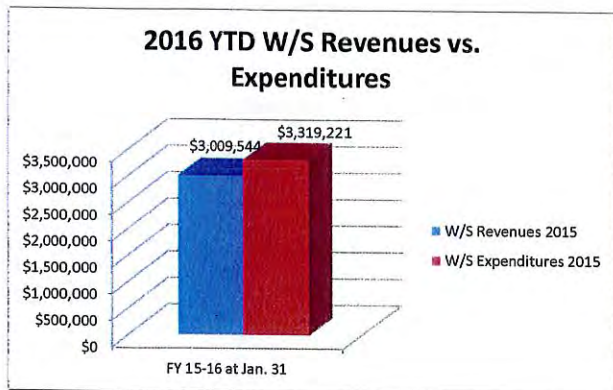
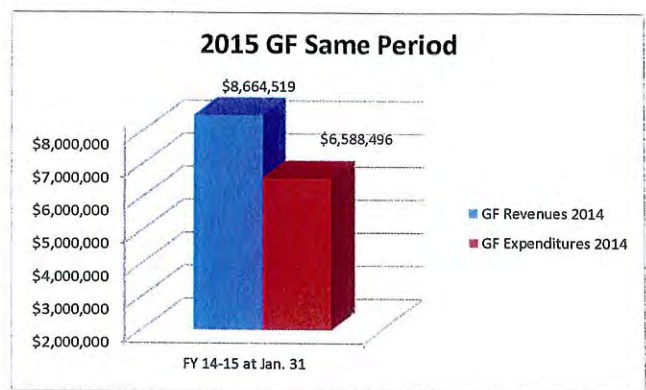
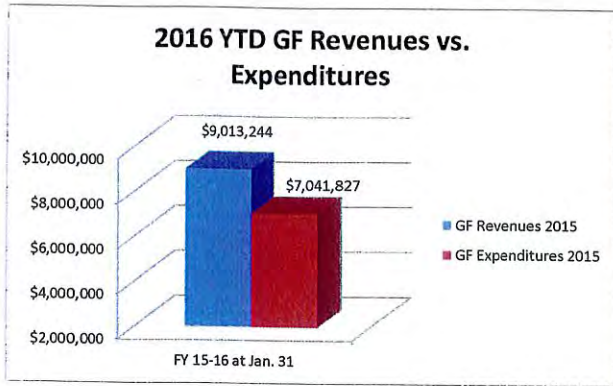
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# Financial Report

## Town of Smithfield Revenues vs. Expenditures





**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**January 31, 2016**  
**Gauge: 7/12 or 58.3 Percent**

**58.30%**

**GENERAL FUND**

Revenues	Frequency	Actual	Budget	Actual to Date	YTD %
		FY '14-5	FY '15-16	FY '15-16	Collected
Current & Prior Year Property Taxes	Monthly	\$ 5,609,217	\$ 5,499,200	\$ 5,235,658	95.21%
Motor Vehicle Taxes	Monthly	552,153	425,000	317,228	74.64%
Utility Franchise Taxes	Quarterly	1,018,994	810,000	531,247	65.59%
Local Option Sales Taxes	Monthly	2,131,536	1,990,000	908,798	45.67%
Aquatic and Other Recreation	Monthly	827,203	829,400	439,757	53.02%
Sanitation	Monthly	1,303,621	1,326,200	680,580	51.32%
All Other Revenues		1,571,522	1,281,581	899,976	70.22%
Loan Proceeds		140,000	182,000	-	0.00%
Transfers (Electric and Fire Dist.)		373,542	397,542	-	
Fund Balance Appropriated		-	240,300	-	0.00%
<b>Total</b>		<b>\$13,527,788</b>	<b>\$ 12,981,223</b>	<b>\$ 9,013,244</b>	<b>69.43%</b>

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Spent
General Gov.-Governing Body	\$ 316,851	\$ 277,435	\$ 196,154	70.70%
Non Departmental	1,121,506	1,253,919	440,222	35.11%
Debt Service	1,212,677	1,404,646	1,600,821	113.97%
Finance	159,910	134,458	79,558	59.17%
Planning	305,466	407,786	183,160	44.92%
Police	3,232,824	3,533,624	1,783,175	50.46%
Fire	1,410,974	1,354,571	777,785	57.42%
EMS	932	-	-	#DIV/0!
General Services/Public Works	497,970	491,479	243,222	49.49%
Streets	818,543	544,457	247,673	45.49%
Motor Pool/Garage	84,380	93,220	43,568	46.74%
Powell Bill	-	300,700	38,589	12.83%
Sanitation	992,876	1,086,145	554,626	51.06%
Parks and Rec	762,054	807,097	356,174	44.13%
SRAC	890,791	962,336	497,100	51.66%
Contingency (Previously Part Of Gen Gov)	-	329,350	-	0.00%
Appropriations/Contributions	-	-	-	0.00%
<b>Total</b>	<b>\$11,807,754</b>	<b>\$ 12,981,223</b>	<b>\$ 7,041,827</b>	<b>54.25%</b>

YTD Fund Balance Increase (Decrease)

- -

58.30%

**WATER AND SEWER FUND**

Revenues	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Collected
Water Charges	\$ 2,044,310	\$ 2,144,580	\$ 1,099,724	51.28%
Water Sales (Wholesale)	\$ 702,966	\$ 670,000	\$ 426,171	63.61%
Sewer Charges	2,700,929	2,811,738	1,459,609	51.91%
Tap Fees	15,312	16,000	8,625	53.91%
All Other Revenues	40,485	10,500	15,415	146.81%
Loan Proceeds	415,735	510,000	-	0.00%
Fund Balance Appropriated	-	541,951	-	0.00%
Total	\$ 5,919,737	\$ 6,704,769	\$ 3,009,544	44.89%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Spent
Water Plant	\$ 2,013,752	\$ 2,298,382	\$ 1,232,457	53.62%
Water Distribution/Sewer Coll (Less Transfers)	4,833,120	4,058,512	2,084,538	51.36%
Transfer to General Fund	110,404	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	-	-	#DIV/0!
Debt Service	174,443	149,466	2,225	1.49%
Contingency	-	198,409	-	0.00%
Total	\$ 7,131,719	\$ 6,704,769	\$ 3,319,220	49.51%

**ELECTRIC FUND**

Revenues	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Collected
Electric Sales	\$ 19,144,269	\$ 17,244,400	\$ 9,492,689	55.05%
Penalties	440,314	375,000	265,048	70.68%
All Other Revenues	249,365	41,000	28,412	69.30%
Loan Proceeds	75,600	-	-	
Fund Balance Appropriated	-	452,152	-	
Total	\$ 19,909,548	\$ 18,112,552	\$ 9,786,149	54.03%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Spent
Administration/Operations	\$ 1,935,179	\$ 2,199,924	\$ 1,289,729	58.63%
Purchased Power	15,914,155	14,200,000	7,440,192	52.40%
Debt Service	377,579	366,240	350,491	95.70%
Capital Outlay	283,015	466,000	44,761	
Contingency	-	636,846	-	
Transfers to General Fund	243,542	243,542	-	0.00%
Total	\$ 18,753,470	\$ 18,112,552	\$ 9,125,173	50.38%

**CASH AND INVESTMENTS**

General Fund (Includes P. Bill)	8,700,594			
Water and Sewer Fund	3,547,040			Interest Rate
Electric Fund*	7,867,239			
Capital Project Fund: Wtr/Sewer (45)	(203,662)	1st CITIZENS	13,196,528	0.20%
Capital Project Fund: General (46)	146,208	NCCMT	2,239,504	0.080%
Capital Project Fund: Electric (47)	68,620	STIFEL	26,261	Market
Firemen Relief Fund (50)	178,937	KS BANK	4,911,648	.2, .65, &.8
Fire District Fund (51)	145,834	BB&T	-	0.12%
JB George Endowment (40)	124,677	PNC BANK	201,546	0.10%
Total	\$20,575,487		\$ 20,575,487	

\*Plug

**Account Balances Confirmed By Finance Director on 01/25/2016**

# Department Reports



## FINANCE DEPARTMENTAL REPORT FOR JANUARY, 2016

### SUMMARY OF ACTIVITIES:

Daily Collections/Property Taxes/Other.....	\$3,960,019
Franchise Tax.....	0
Sales & Use Tax.....	170,742
Powel Bill.....	0
<b>Total Revenue</b>	<b>\$4,130,761</b>

Expenditures: General, Water, Electric and Firemen's Fund..... \$2,898,136

### FINANCE:

- Compiled and submitted monthly retirement report on 1/29/2016
- Issued 52 purchase orders
- Processed 640 vendor invoices for payment and issued 337 accounts payable checks
- Prepared and processed 2 regular payrolls and 1 special payroll for Interim Fire Chief. Remitted federal and state payroll taxes on 1/15/2016, 1/27/2016, and 1/29/2016
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Collected \$25 on past due privilege license fees. **NOTE:** This brings the total collected to \$8,656. The past due collections are the result of mailing some 284 past due notices to local businesses. Sent out second notices to businesses that still haven't paid.
- Processed 19 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$32,463 (EMS = \$9,966; SRAC = \$10,137; and Utility = \$12,360). **NOTE:** Due to tax rate changes at the state level in 2014, debt collections are down some \$40,000 when compared to the same period last year... fewer North Carolina tax payers received tax refunds this filing year
- Other month end data report attached

### FINANCE DIRECTOR

- Attended Town Council regular meeting on January 5, 2016
- Developed Water Fund Fund Balance Policy
- Participated in conference call to the LGC regarding unit letter and how to properly respond on 1/7/2016
- Responded to unit letter sent by the LGC on January 21, 2016
- Completed Powell Bill Municipal Street Data Report
- Attended I & I findings meeting
- Met with the Wooten Company regarding possible water/sewer rate study
- Arranged and attended Financial Software demo with Tyler Technologies on 1/13/2016
- Attended Johnston County Emergency Management kickoff meeting on 1/28/16
- Aided in preparing non-profit application and letter
- Assisted and coordinated departments with capital improvement plans
- Invoiced Smithfield Housing Authority and JCC for resource officers
- Invoiced 3 grave openings
- **Implemented a 5% average electric rate reduction effective with the January 2016 bills.**

## Finance Department Totals for January 2016

### Meter Reading

Actual Meters Read	10,001	
Meters Loaded to Hand Held	10,246	
Meter Tech Service Hours	0	\$0.00

### Billing/Collections

Bills Mailed	6,079	\$2,262,163.10	
Area Lights Billed	927	\$33,841.50	
JoCo Wholesale water	42,382,000	\$63,579.02	
Load Mgmt AC credit	0	\$0.00	
Load Mgmt water heater credit	607	-\$3,708.00	
Adjustments	47	-\$9,803.72	
Delinquent Accts/Late Fees	1,632	\$24,512.26	
NSF - Utility Only	17	\$4,816.74	
Refund Checks Issued	16	\$2,215.24	
Door Hangers	389		
Disconnect for non-pay	55		
Reconnect for payment received	47		
Bank Drafts	720	\$368,982.75	
Lockbox	861	\$345,087.74	
ECO Payment Totals			
	IVR-phone	163	
	On-Line (website)	428	\$94,320.64 BOTH
Cash Window Transactions/Payments	3,498	\$3,073,581.51	
Accts collected from Debt setoff	0	\$0.00 EMS	
	0	\$0.00 SRAC	
	0	\$0.00 Utility	
Accts submitted to Debt Setoff	16	\$3,660.02 Utility	
	0	\$0.00 SRAC	

### Service Orders

Requested Orders	213	
Completed Orders	211	
	Terminated Accounts	97
	Meters Rechecked	15
	New Turn on Accounts	82
Meter Tamper / Meter Missing	2	\$600.00

### Phone Call Usage

		Duration
CSR - Elaine		
Inbound	560	11:04:10
Outbound	105	1:54:09

### CSR/Collections - Audrey

Inbound	307	7:17:50
Outbound	151	2:36:45
<b>Collections - Cash Window#2</b>		
Inbound	73	1:54:18
Outbound	15	0:30:15
<b>Switch Board Operator x1101</b>		
Inbound	399	2:54:17
Outbound	71	2:31:06
<b>Total Town (Trunk Lines)</b>		
Inbound	4,404	112:39:35
Outbound	1,704	64:17:58



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**

	January	Calendar Year to date
<b>Town Council</b>		
Rezoning	0	0
Conditional Use	2	2
Ordinance Amendment	0	0
Major Subdivisions	0	0
Annexations	0	0
Special Events	0	0
<b>Planning Board</b>		
Rezoning	0	0
Condition Use	1	1
Ordinance Amendment	0	0
Subdivisions	0	0
Annexations	0	0
<b>Board of Adjustment</b>		
Variance	0	0
Admin Appeal	0	0
<b>Historic Properties Commission</b>		
Certificate of Appropriateness	0	0
Historic Landmarks	0	0





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**Permit Issued for January 2016**

	Permit Fees	Permits Issued
Site Plan Minor Site Plan	300.00	3
Zoning Land Use	400.00	4
Zoning Sign	300.00	6
<b>Total:</b>	<b>1,000.00</b>	<b>13</b>
<b>YTD Total:</b>		<b>13</b>

Permit#	Type	Sub Type	Business Name	Project Address
Z16-000001	Zoning	Sign	Capital Auto Smithfield	713 South BRIGHTLEAF Boulevard
Z16-000002	Zoning	Land Use	Buffalo Wild Wings	110 South EQUITY Drive
SP16-000001	Site Plan	Minor Site Plan	Single Family Dwelling	47 HUNTINGTON Place
Z16-000003	Zoning	Land Use	Graycliff Enterprises.	610 POWELL Street
Z14-000094	Zoning	Sign	Jackson Hewitt Tax Service	823 North BRIGHTLEAF Boulevard
SP16-000002	Site Plan	Minor Site Plan	single Family Dwelling	238 GALILEE Road
Z16-000004	Zoning	Sign	Manny's Auto Inc	385 West MARKET Street
Z16-000005	Zoning	Land Use	Ali Lung Clinic	706 WILKINS Street
Z16-000006	Zoning	Land Use	Starling Heating And Air	1235 West Market Street
Z16-000007	Zoning	Land Use	Urban Vibes	819 North BRIGHTLEAF Boulevard
Z16-000008	Zoning	Sign	Urban Vibe	819 North BRIGHTLEAF Boulevard
Z16-000009	Zoning	Land Use	Cost Cutters	1237 North BRIGHTLEAF Boulevard
Z16-000010	Zoning	Sign	Cost Cutters	1237 North BRIGHTLEAF Boulevard
Z16-000011	Zoning	Land Use	Verizon Wireless	2591 South BRIGHTLEAF Boulevard
Z16-000012	Zoning	Land Use	Sprint Store	1241 North BRIGHTLEAF Boulevard



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## CODE COMPLIANCE MONTHLY REPORT 2016

	Jan-16	Calendar Year To date
Written Violations	72	72
Resolved Violations	69	69
On Site Meetings	68	68
Temporary Signs Violations	75	75
Temporary Signs Removed	75	75
Comdemned Structures Removed	0	0
Community Volunteers	0	0
Families Helped By Helping Hand Volunteers	0	0
ADA Compliant Ramps Built By Volunteers	0	0



**TOWN OF SMITHFIELD  
POLICE DEPARTMENT  
MONTHLY REPORT  
MONTH ENDING January 31, 2016**

**I. STATISTICAL SECTION**

Month Ending Jan. 31, 2016	Jan-16	Jan-15	Total 2016	Total 2015	YTD Difference
Calls For Service	1615	1842	1615	1842	-227
Incident Reports Completed	181	189	181	189	-08
Cases Closed	153	159	153	159	-06
Accident Reports	59	61	59	61	-02
Arrest Reports	120	131	120	131	-11
Burglaries Reported	09	13	09	13	-04
Drug Charges	24	21	24	21	03
DWI Charges	10	07	10	07	03
Citations Issued	218	313	218	313	-95
Speeding	57	91	57	91	-34
No Operator License	38	77	38	77	-39
Registration Violations	31	36	31	36	-05

**II. PERSONNEL UPDATE**

Department has made one conditional offer to fill an existing sworn vacancy. Two additional sworn vacancies exist. One additional background to fill one sworn vacancy is underway. Applications were received for the records clerk position. The records position will be filled in February.

**III. MISCELLANEOUS**

The department's training records and state certification requirements were audited by the North Carolina Law Enforcement Training and Standards Commission. The records were found to be in excellent order with no deficiencies recorded. The state grant application for a 4 officer traffic team was submitted to the Governor's Highway Traffic Bureau. It is likely we receive the results from our application in August of 2016. The grant would be effective on October 1, 2016. The MLK Parade was completed and was a successful event.

## REPORTED UCR OFFENSES FOR THE MONTH OF JANUARY 2016

PART I CRIMES	January 2015	January 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	1	0	-1	-100%	1	0	-1	-100%
ROBBERY	1	0	-1	-100%	1	0	-1	-100%
Commercial	0	0	0	N.C.	0	0	0	N.C.
Individual	1	0	-1	-100%	1	0	-1	-100%
ASSAULT	1	3	2	200%	1	3	2	200%
* VIOLENT *	3	3	0	0%	3	3	0	0%
BURGLARY	13	9	-4	-31%	13	9	-4	-31%
Residential	8	5	-3	-38%	8	5	-3	-38%
Non-Resident.	4	2	-2	-50%	4	2	-2	-50%
Commercial	1	2	1	100%	1	2	1	100%
LARCENY	57	52	-5	-9%	57	52	-5	-9%
AUTO THEFT	1	1	0	0%	1	1	0	0%
ARSON	0	0	0	N.C.	0	0	0	N.C.
* PROPERTY *	71	62	-9	-13%	71	62	-9	-13%
PART I TOTAL:	74	65	-9	-12%	74	65	-9	-12%
PART II CRIMES								
Drug	31	24	-7	-23%	31	24	-7	-23%
Assault Simple	20	18	-2	-10%	20	18	-2	-10%
Forgery/Counterfeit	2	8	6	300%	2	8	6	300%
Fraud	12	11	-1	-8%	12	11	-1	-8%
Embezzlement	1	3	2	200%	1	3	2	200%
Stolen Property	2	1	-1	-50%	2	1	-1	-50%
Vandalism	9	4	-5	-56%	9	4	-5	-56%
Weapons	2	2	0	0%	2	2	0	0%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	1	0	-1	-100%	1	0	-1	-100%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	0	-1	-100%	1	0	-1	-100%
D. W. I.	6	9	3	50%	6	9	3	50%
Liquor Law Violation	0	0	0	N.C.	0	0	0	N.C.
Disorderly Conduct	2	1	-1	-50%	2	1	-1	-50%
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	1	1	N.C.	0	1	1	N.C.
All Other Offenses	6	10	4	67%	6	10	4	67%
PART II TOTAL:	95	92	-3	-3%	95	92	-3	-3%
GRAND TOTAL:	169	157	-12	-7%	169	157	-12	-7%

N.C. = Not Calculable

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Town of Smithfield  
**Fire Department**  
 Month Ending: January, 2016

I. Statistical Section

Responded to:	YTD:
<u>8</u> Total Structure Fires Dispatched	8
<u>1</u> Confirmed Structure Fires (Our District)	1
<u>0</u> Confirmed Structure Fires (Other Districts)	0
<u>148</u> EMS/Rescue Calls	148
<u>4</u> Vehicle Fires	4
<u>13</u> Motor Vehicle Accidents	13
<u>12</u> Fire Alarms (Actual)	12
<u>7</u> Fire Alarms (False)	7
<u>28</u> Misc./Other Calls	28
<u>4</u> Mutual Aid (Received)	4
<u>10</u> Mutual Aid (Given)	10
 <b><u>220</u> TOTAL EMERGENCY RESPONSES</b>	 <b>220</b>
 Conducted <u>13</u> Fire Inspections/Compliance Inspections	 13
Conducted <u>0</u> Public Fire Education Programs	0
<u>0</u> Adults in Attendance	0
<u>0</u> Children in Attendance	0
Conducted <u>0</u> Plans Review Construction/Renovation Projects	5
Issued <u>0</u> Fire Code Citations	0
Issued <u>0</u> Fire Lane Citations	0
Completed <u>10</u> Consultation/Walk Through	10
Completed <u>3</u> Re-Inspections	3
Completed <u>0</u> Fire Investigations	0

II. Major Revenues

Inspections:	\$775.00	\$775.00
False Alarms:	\$250.00	\$250.00
Fire recovery USA:	\$2610.00	\$2610.00
(Motor vehicle accidents)		

Major Expenses for the Month:

### III. Personnel Update:

- High call volumes on numerous days are resulting in 2<sup>nd</sup> and 3<sup>rd</sup> duty crews being activated more frequently.

### IV. Narrative of monthly departmental activities:

- Fire Recovery USA funding continues to increase monthly.
- We attended a memorial service, held by the Johnston County Fireman' Association. Honoring retired fire chief Norman Johnson and fire engineer Chris Daniels.
- January 22, 2016- Snow/Inclement weather. We responded to many emergency calls.
- January 30, 2016- House fire resulting in one fatality.
- We continue to work on our departmental budget.

**Town of Smithfield  
Public Works Department  
January 31, 2016**



176 Total Work Orders completed by the Public Works Department

5 Burials, at \$700.00 each = \$3,500.00

0 Cremation Burial, \$400.00 each = \$0.00

\$2,000 Sunset Cemetery Lot Sales

\$5,000 Riverside Extension Cemetery Lot Sales

354.37 tons of household waste collected

210 tons of yard waste collected

7.53 tons of recycling collected

36 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**  
**January 31, 2016**



**I. Statistical Section**

- 5 \_\_\_ Burials
- 3 \_\_\_ Works Orders – Buildings & Facilities Division
- 3 \_\_\_ Work Orders – Grounds Division
- 50 \_\_\_ Work Orders – Sign Division

**II. Major Revenues**

Sunset Cemetery Lot Sales:	\$2,000.00
Riverside Ext Cemetery Lot Sales:	\$5,000.00
Grave Opening Fees:	\$3,500.00
Total Revenue:	\$10,500.00

**III. Major Expenses for the Month:**

None for the month

**IV. Personnel Update:**

None for the month

**V. Narrative of monthly departmental activities:**

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Public Works department held two safety meetings on Jan. 6 and Jan. 13, 2016 addressing operational procedures and staffing concerns.



**Town of Smithfield**  
**Public Works Drainage/Street Division**  
**Monthly Report**  
**January 31, 2016**



**I. Statistical Section**

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. Assisted in the collection of storm debris after ice storm.
- c. 31 - Work Orders – 3,500lbs. of Cold Patch was used for 76 Potholes.
- d. Provided 83 traffic cones for Martin Luther King Parade.
- e. 36 - 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:**

None for the month.

**IV. Personnel Update:**

None for the month.

**V. Narrative of monthly departmental activities:**

The Public Works Department worked closely with the Police Department on providing traffic control devices for the Martin Luther King Jr. Parade held in downtown Smithfield on Jan. 8, 2016. The Public Works held two staff meetings on Jan. 6, and Jan. 13, 2016 addressing operational procedures, and staffing concerns, and any other concerns that had not been previously addressed.

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

<b>Location:</b>	Venture drive in front of Urgent Care, S 2 <sup>nd</sup> and Johnston Street, 32-46 Peedin Road, Venture and Magnolia, 721 Venture Drive, 735-270-275-190-255 Equity Drive, Venture and Outlet Center Drive, 809-633-259-308-447 Venture Drive, Venture and Peedin, 847 A Midway, 408 S 3 <sup>rd</sup> Street, 2 <sup>nd</sup> and Stevens, 817 S 2 <sup>nd</sup> Street, Cherry and Dail, Front and Johnston, 107 Front, Buffalo and North, Caswell and 7 <sup>th</sup> , 9 <sup>th</sup> and Market, 108 Dail, Woodsdale Drive, Midway and 2 <sup>nd</sup> Ave, Hood and Vermont.
<b>Starting Date:</b>	1/6/2016
<b>Completion Date:</b>	1/29/2016
<b>Description:</b>	Repaired 76 potholes.
<b>Man-hours:</b>	24hrs.
<b>Equipment:</b>	402 pickup plus hand tools.
<b>Materials:</b>	70 bags of Perma Patch asphalt.
<b>Location:</b>	Outlet Center Drive.
<b>Starting Date:</b>	1/6/2016
<b>Completion Date:</b>	Still working on project.
<b>Description:</b>	Crews are removing vegetation from right of way area from Market Street to end of city limits.
<b>Man-hours:</b>	74hrs.
<b>Equipment:</b>	402, 905, 300, 311 knuckleboom plus hand tools.
<b>Materials:</b>	N/A
<b>Location:</b>	Hood Street and Gaston Street.
<b>Starting Date:</b>	1/19/2016
<b>Completion Date:</b>	1/20/2016
<b>Description:</b>	Scrapped dirt roads with backhoe.
<b>Man-hours:</b>	12hrs.
<b>Equipment:</b>	420 Cat backhoe, 405 dump truck.
<b>Materials:</b>	N/A
<b>Location:</b>	City Limits.
<b>Starting Date:</b>	1/21/2016
<b>Completion Date:</b>	1/23/2016
<b>Description:</b>	Distributed brine and scraped roads due to ice storm.
<b>Man-hours:</b>	97hrs.
<b>Equipment:</b>	402, 404, 420 Cat backhoe, 406 flatbed, 903.
<b>Materials:</b>	4,000 gallons of brine and 2 pallets of icemelt.
<b>Location:</b>	Boat ramp.
<b>Starting Date:</b>	1/26/2016
<b>Completion Date:</b>	1/26/2016
<b>Description:</b>	Scrapped boat ramp.
<b>Man-hours:</b>	1hr.
<b>Equipment:</b>	420 Cat backhoe.
<b>Materials:</b>	N/A

**Location:** 71 Brookwood Drive.  
**Starting Date:** 1/27/2016  
**Completion Date:** 1/27/2016  
**Description:** Repaired damaged storm drain line under transformer box.  
**Man-hours:** 56hrs.  
**Equipment:** Jet truck, 405 dump truck, Backhoe.  
**Materials:** 2 yards of 3000psi concrete.

**Location:** Fayetteville Street, Dead End behind Byrd's store.  
**Starting Date:** 1/28/2016  
**Completion Date:** 1/28/2016  
**Description:** Cleaned curb line and right of way area for positive drainage.  
**Man-hours:** 13.5hrs.  
**Equipment:** Jet truck, 405 dump truck, 420 Cat backhoe.  
**Materials:** 7 tons of 57 stone.

**Town of Smithfield  
Public Works Fleet Maintenance Division  
Monthly Report  
January 31, 2016**



**I. Statistical Section**

- 4 Preventive Maintenances
- 0 North Carolina Inspections
- 36 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 held two staff meetings on Jan. 6, and Jan. 13, 2016 addressing operational procedures, and staffing concerns, and any other concerns that had not been previously addressed.

**Town of Smithfield  
Public Works Sanitation Division  
Monthly Report  
January 31, 2016**



**I. Statistical Section**

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

- a. Sanitation forces completed 31 work orders
- b. Sanitation forces collected 354.37 tons of household waste
- c. Sanitation forces disposed of 105 loads of yard waste and debris at Spain Farms Nursery
- d. Recycling forces collected 0 tons of clean wood waste (pallets)
- e. Town's forces collected 1.39 tons of construction debris (C&D)
- f. Town's forces disposed of 170 scrap tires
- g. Recycling forces collected 4.03 tons of recyclable plastic
- h. Town's forces collected 2,960 lbs. of cardboard
- i. A total of 0 gallons of cooking oil was collected at the convenience site
- j. Disposed of 4,160 lbs. of plastics & glass
- k. A total of 144 gals. of used motor oil was collected at the convenience site.

**II. Major Revenues**

- a. Received \$67.54 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0.00
- c. Sold 4,220 lbs. of shredder steel for \$137.15 to Omni Source

**III. Major Expenses for the Month:**

Spain Farms Nursery was paid \$3,296.00 for disposal of yard waste and debris. Carolina Environmental Systems, Inc. was paid \$128,503 for the purchase of a 2016 Freightliner Knuckle Boom Loader to pick up yard debris and C&D. Clean Harbors Environmental Services was paid \$1,319.67 for disposal of (4) 55-gal. drums of recycled latex paint and (2) 55-gal. drums of oil base paint.

**IV. Personnel Update:**

Due to the lack of man power the department continues to utilize a temporary employee to help out the sanitation crew.

**V. Narrative of monthly departmental activities:**

The Public Works Department worked closely with the Police Department on providing event containers for the Martin Luther King Jr. Parade held in downtown Smithfield on Jan. 8, 2016. The Public Works held two staff meetings on Jan. 6, and Jan. 13, 2016 addressing operational procedures, and staffing concerns, and any other concerns that had not been previously addressed.



**PARKS & RECREATION  
SMITHFIELD RECREATION AND AQUATICS CENTER  
MONTHLY REPORT  
JANUARY, 2016**

**I. Parks and Recreation and SRAC Programs/Events**

Programs/Events in progress of recently completed: **30**

Total Contacts with Program Participants: **6628** \*(does not include spectators)

SRAC member visits > **5622\***(does not include spectators, meeting attendees, etc.)

SRAC paid day pass visitors > **465 (\$ 3537.00)**

SRAC complimentary day pass visitors > **20**

SRAC Facility Rentals (Banquet Room, Gym, M-P Room, Pool,) > **39 Rentals (\$ 5,370.00)**

P&R Athletic games, practices and tournaments > **32** (256 participants included in "Total" above)

P&R Facility Rentals (fields, shelters, etc.) > **25** (1 Rentals)

**TOTAL DIRECT CONTACTS > 12,740**

**II. Budget Information**

Through 1/31/16 & YTD:

Parks and Recreation Expenditures > approximately 45.5%

SRAC Expenditures > approximately 52.5%

SRAC Revenues collected > approximately 53%

**III. Highlights**

Hosted Bridge to Sports Wheelchair Basketball Tournament

Hosted 5 High School Swim Meets



**SMITHFIELD**  
NORTH CAROLINA  
Utilities Department  
Monthly Report  
January 2016

- **Statistical Section**

- Electric CP Demand 25,766 Kw relative to December's demand of was 17,511 Kw.
- Electric System Reliability for was 90.2261% relative to December's 100% due to the ice storm near the end of the month.
- Raw water treated on a daily average was 3.144 MG relative to 2.988 MG for December; with maximum demand of 3.749 MG relative to December's 3.772 MG.
- Total finished water to the system was 93.653 MG relative to December's 86.621 MG. Average daily for the month was 3.021 MG relative to December's 2.794 MG. Daily maximum was 3.810 MG (January 4th) relative to December's 3.399 MG. Daily minimum was 2.083 MG (January 5th), relative to December's 2.094MG.

- **Miscellaneous Revenues**

- Electrical sales were \$1,465,721 relative to December's sales of \$1,322,249
- Water sales were \$184,105 relative to December's \$157,350
- Sewer sales were \$251,910 relative to December's \$215,288
- Johnston County Water purchase were \$95,775 for 63.850 MG relative to December's \$63,573 for 42.382 MG

- **Major Expenses for the Month**

- Electricity purchases were \$1,132,079 relative to December's \$909,668
- Johnston County sewer charge was \$283,111 for 94.133 MG relative to December's \$268,569 for 88.162 MG.

- **Personnel Changes -**



**Town Of Smithfield  
WATER AND SEWER  
Monthly Report  
JANUARY 2016**

**I. Statistical Section**

- REPLACED 8 WATER METERS
- SET 1 METERS FOR NEW ACCOUNTS
- REPAIRED 8 WATER SERVICE OR METER LEAKS
- REPAIRED 4 1 ¼" OR LARGER WATER MAIN BREAKS
- WASHED 11407 FEET SEWER LINES
- WASHED OR RODDED 2270 FEET OF SERVICE LINES
- INSTALLED 16 SANITARY SEWER CLEAN OUTS
- MADE 0 WATER TAPS, AND 0 SEWER TAP

**II. Major Revenues**

- NA
- 

**III. Major Expenses for the Month:**

**IV. Personnel Update**

- 

**V. Miscellaneous Activities:**

- RODDED OR FLUSHED 35 SEWER SERVICES
- REPLACED 1 FIRE HYDRANTS
- SERVICE CALLS 144
- LOCATES 90
- CHECK 18 LIFT STATIONS DAILY
- FLUSHED DEAD ENDS 1 TIME
- FLUSHED ALL HYDRANTS ON HYDRANT LIST





## **MONTHLY WATER LOSS REPORT**

**January 2016**

**¾" LINE-1/8" HOLE-1 HOUR**

**¾" LINE- FULL FLOW 1.5 HOURS**

**¾" LINE – 1/16" HOLE -2 HOURS**

**¾" LINE-1/8" HOLE-4 DAYS**

**¾" LINE- 1/16" HOLE-4 HOURS**

**1 ¼" LINE- SHEAR-4HOURS**

**1 ½" LINE PARTIAL SHEAR- 4 DAYS**

**2" LINE-3" LONG SPLIT-3 DAYS**

**5/8" METER LEAKING AT NUT- 3 DAYS**

**5/8" METER LEAKING AT NUT-1 DAY**

**¾" LINE-1/8" HOLE- 11 DAYS**

**6" MAIN - SHEAR – 4HOURS**

# HYDRANT FLUSHING

## SMITHFIELD WATER PLANT DISTRIBUTION SAMPLING SITE PLAN

STREET NAME	DATE	CHLORINE	TIME	GALLONS	PSI	STREET NAME	DATE	CHLORINE	TIME	GALLONS	PSI
Castle Drive	1/4/2016	3.4	15	5310	10	White Oak Drive	1/26/2016	1.2	15	5310	10
Stephson Drive	1/4/2016	3.4	15	5310	10	Brookwood Drive	1/26/2016	1.2	15	5655	5
Garner Drive	1/4/2016	3.4	15	7965		Runnevmede Place	1/13/2016	3.4	15	5310	10
Computer Drive	1/4/2016	3.4	15	5310	10	Nottingham Place	1/13/2016	3.4	15	5310	10
Elm Drive	1/4/2016	3.4	15	5310	10	Heritage Drive	1/13/2016	1	15	5310	10
Hillcrest Drive	1/13/2016	4	15	5310	10	Regency Drive	1/25/2016	2.4	45	58500	60
Skyland Drive	1/4/2016	3.4	15	5310	10	Randers Court	1/25/2016	1.3	15	15930	40
Eason Street	1/13/2016	4	15	15930	40	Noble Street	1/25/2016	1.2	15	7920	
Holland Drive	1/13/2016	1	15	9750	15	Fieldale Dr#1(L)	1/13/2016	3.4	15	15930	40
Parkway Drive	1/26/2016	1.2	15	15930	40	Fieldale Dr#2(R)	1/13/2016	3.4	15	15930	40
Bratford Street	1/13/2016	1.4	15	7965		Noble Plaza #1	1/12/2016	1.2	15	5310	10
Kellie Drive	1/13/2016	1.4	15	7965		Noble Plaza #2	1/12/2016	1.2	15	5310	10
Edgewater	1/12/2016	1.4	15	7965		Pinecrest Street	1/12/2016	1.6	15	5310	10
Edgecombe	1/12/2016	1.4	15	159480	40	Ava Gardner	1/14/2016	1.2	30	47790	
Magnolia circle	1/13/2016	3	15	7965		Waddell Drive	1/13/2016	3	15	5310	10
Valley Wood	1/13/2016	1	15	15930	40	Heather Court	1/25/2016	1.5	15	15930	40
Creek Wood	1/13/2016	1.2	15	15930		Reeding Place	1/25/2016	1.3	15	15930	40
Kay Drive	1/14/2016	3	15	9750	15	S. Sussex Drive	1/13/2016	3.4	15	7965	
Huntington Place	1/26/2016	1.5	15	10095	1	Henly Place	1/13/2016	3	15	8715	12
N. Lakeside Drive	1/26/2016	1.5	15	9435	14	Furlonge Street	1/13/2016	3	15	8715	12
Cypress Point	1/26/2016	1.5	15	8715	12	Aspen Drive	1/13/2016	3	15	8715	12
Quail Run	1/26/2016	1.7	15	10095	1	Cedar Drive	1/13/2016	3	15	5310	10
British Court	1/14/2016	1.5	15	11550	2	Oak Drive	1/13/2016	3.5	15	9430	14
Tyler Street	1/13/2016	1.7	15	19500	60	Pine Street	1/13/2016	3.5	15	9750	15
Rainbow Drive	1/13/2016	2.8	15	19500	60	Birch Street	1/13/2016	3.5	15	8715	12
Rainbow Circle	1/13/2016	3	15	19500	60	East Street	1/25/2016	4	15	15930	40
Moonbeam Circle	1/13/2016	2.6	15	19500	60	West Street	1/25/2016	4	15	17620	50
Yelverton Road	1/13/2016	1.5	15	15930	40	Ward Street	1/25/2016	4	15	15930	40
Ray Drive	1/13/2016	3	15	31860	40	Ryans	14-Jan	1.2	15	15930	
Will Drive	1/13/2016	3.8	15	31860	40	Water Samples	1/13/2016	3.5	15	8715	12
Golden Corral	1/13/2016	3.5	15	10080	16	Davis Street	1/13/2016	4	15	15930	40
Sheltnway						Wellons Street	1/14/2016	3.5	15	5310	10
THM Samples						Caroline Ave.	1/13/2016	3.5	15	9750	15
Michael Lane	1/13/2016	4	15	7965	40	Johnston Street	1/13/2016	3.4	15	7965	
Crestview Drive						HWY 210 LIFT ST.	1/4/2016	3.4	15	10620	
Coor Farm Supply	1/4/2016	3.4	15	5080		Old Goldshoro Rd.	1/4/2016	3.4	15		

**Town of Smithfield  
Water Treatment Plant**

All figures are in MGD.

Date	Rate of Flow	Hrs. Operated	Raw Treated	Finish Metered	Plant Usage	Finish to Dist. System	% of RAW TREATED TO SYSTEM
1	3.80	17.5	2.772	2.640	0.0850	2.555	92.17
2	3.80	20.0	3.163	3.117	0.0910	3.026	95.67
3	3.80	19.6	3.088	3.060	0.0890	2.971	95.90
4	3.80	18.1	2.864	3.819	0.0090	3.810*	133.03
5	3.80	19.4	3.066	2.092	0.0090	2.083 *	67.94
6	3.80	20.3	3.210	2.911	0.0090	2.902	90.40
7	3.80	22.9	3.530	3.167	0.0090	3.158	89.46
8	3.80	22.3	3.529	3.164	0.0900	3.075	87.14
9	3.80	18.8	2.972	2.844	0.0850	2.759	92.83
10	3.80	19.8	3.131	2.857	0.0850	2.772	88.53
11	3.80	8.7	1.374	3.179	0.0090	3.170	230.71
12	3.80	23.7	3.749	3.153	0.0090	3.144	83.86
13	3.80	23.2	3.677	3.371	0.0090	3.362	91.43
14	3.80	11.9	1.892	2.903	0.0890	2.814	148.73
15	3.80	20.3	3.209	3.063	0.0900	2.973	92.65
16	3.80	20.2	3.195	3.103	0.0890	3.014	94.33
17	3.80	19.3	3.052	2.950	0.0870	2.863	93.81
18	3.80	20.3	3.220	3.114	0.0090	3.105	96.43
19	3.80	20.5	3.239	3.156	0.0090	3.147	97.16
20	3.80	20.0	3.160	3.201	0.0090	3.192	101.01
21	3.80	15.7	3.492	3.205	0.0100	3.195	91.76
22	3.80	20.3	3.209	3.042	0.0840	2.958	92.18
23	3.80	8.9	2.994	2.874	0.0870	2.787	93.09
24	3.80	20.3	3.216	3.086	0.0900	2.996	93.16
25	3.80	21.8	3.454	3.149	0.0090	3.140	90.91
26	3.80	20.8	3.296	3.111	0.0090	3.102	94.11
27	3.80	22.0	3.479	3.254	0.0090	3.245	93.27
28	3.80	21.6	3.423	3.031	0.0090	3.022	88.29
29	3.80	20.6	3.269	3.119	0.0810	3.028	92.63
30	3.80	21.2	3.354	3.317	0.0920	3.225	96.15
31	3.80	20.1	3.187	3.149	0.0890	3.060	96.02
<b>Total</b>	<b>117.80</b>	<b>600.1</b>	<b>97.465</b>	<b>95.201</b>	<b>1.549</b>	<b>93.653</b>	<b>96.09</b>
<b>Avg</b>	<b>3.80</b>	<b>19.4</b>	<b>3.144</b>	<b>3.071</b>	<b>0.050</b>	<b>3.021</b>	
<b>Max</b>	<b>3.80</b>	<b>23.7</b>	<b>3.749</b>	<b>3.819</b>	<b>0.092</b>	<b>3.810</b>	
<b>Min</b>	<b>3.80</b>	<b>8.7</b>	<b>1.374</b>	<b>2.092</b>	<b>0.009</b>	<b>2.083</b>	



**Town of Smithfield  
Electric Department  
Monthly Report  
January, 2015**

**I. Statistical Section**

- Street Lights repaired -35
- Area Lights repaired -18
- Service calls - 57
- Underground Electric Locates -79
- Poles changed out or installed -11
- Underground Services Installed -2

**II. Major Revenues**

- N/A

**III. Major Expenses for the Month:**

- N/A

**IV. Personnel Update:**

- Utility Dept. had a Safety meeting on Confine Spaces.

**V. Miscellaneous Activities:**

- Removed Christmas Decorations