



Mayor

Andy Moore

Mayor Pro-Tem

Emery Ashley

Council Members

J. Perry Harris

Marlon Lee

Travis Scott

Roger Wood

Stephen Rabil

John Dunn

Town Attorney

Robert Spence, Jr.

Town Manager

Michael Scott, Town Manager

Finance Director

Greg Siler

Town Clerk

Shannan Williams

Town Council Agenda Packet

Meeting Date: Tuesday, February 7, 2017

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 FEBRUARY 7, 2017
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations: None

Public Hearing:

- 1. LGC Financing** - citizen input on an application to the Local Government Commission for the financing of the relocation and extension of the Town's Water Distribution System in the Right-Of-Way of Booker Dairy Road (SR1923) in accordance with NCDOT TIP Project U-33348, Smithfield, NC. The loan amount is approximately \$2,037,249. Approval of Resolution #597 (02-2017). (Finance Director - Greg Siler) See attached information.....1

Citizens Comments:

Consent Agenda Items:

1. Approval of Minutes:

January 3, 2017 – Regular Meeting

January 3, 2017 – Closed Session (Under Separate Cover).....11

2. Consideration and Approval of Various Budget Amendments:

- a.** Riverbank repair next to walking trail as approved at the October 4, 2016 Council Meeting.

b. Rural Infrastructure Authority Grant (Building Reuse Grant) and Administration as approved at the January 5, 2016 and February 2, 2016 Council Meetings.
(Finance Director – Greg Siler) See attached information.....23

3. Consideration and Approval of Concessions Contract at Smithfield Community Park and Civitan Field for the 2017/2018 calendar years.
(Parks and Recreation Director – Gary Johnson) See attached information.....25

4. Consideration and Approval to **purchase a new generator** in the amount of \$46,000 for the Operations Center; approved \$60,000 for the FY 2016-2017 Budget Year. (Public Utilities Director – Ted Credle) See attached information.....35

5. Consideration and Approval to **purchase new chemical tanks** (alum & caustic) in the amount of \$22,135.32; approved \$65,000 for FY 2016-2017 Budget Year. (Public Utilities Director – Ted Credle) See attached information.....47

6. Consideration and Approval of a Career Ladder Promotion for an employee at the Water Plant. This increase will promote the employee from Water Plant Operator I (Grade 12) to Water Plant Operator II (Grade 13).
(Public Utilities Director – Ted Credle) See attached information.....59

7. Advisory Board Appointment

- a.** Michael Exum Johnson has submitted an application for consideration to be reappointed to serve a second term on the Board of Adjustment.
- b.** Robbie Parker has submitted an application for consideration to be reappointed to a fourth term on the Parks and Recreation Advisory Committee.
- c.** Crystal Kimpson Roberts has submitted an application for consideration to be appointed to a first term on the Library Board of Trustees.
- d.** Eddie Foye, Jr. has submitted an application for consideration to be appointed to a first term on the Parks and Recreation Advisory Committee.
(Town Clerk – Shannan Williams) – See attached information.....63

8. Economic Development Update; Strategic Economic Development Action Items
(Economic Development Liaison – Tim Kerigan) See attached information.....73

9. New Hire Report
(Human Resources Director/PIO – Tim Kerigan) See attached information.....86

Business Items

1. Consideration and Approval of the **lowest bidder for financing of the Booker Dairy Road Project estimated cost \$2,037,249.**
(Finance Director – Greg Siler) See attached information.....87
2. Consideration and Approval of a **bid award** in the amount of \$2,200,000 for the **Booker Dairy Road Extension.**
(Public Utilities Director – Ted Credle) See attached information.....89
3. Consideration and Approval to authorize the Finance Director to create Line Item 45-7200-7408; approve the transfer of \$65,000 from line item 45-7200-7405 to line item 45-7200-7408; and authorize the **purchase of Water System Equipment** at the Water Plant.
(Public Utilities Director – Ted Credle) See attached information.....137
4. Consideration and Approval **Funding for NCDOT Agreement.**
(Public Utilities Director – Ted Credle) See attached information.....143
5. Consideration and Approval of **Preliminary Plat for Belle Square Subdivision**
(Planning Director – Paul Embler) See attached information.....151
6. Consideration and Approval of **Belle Square Final Plat Phase I**
(Planning Director – Paul Embler) See attached information.....155

Councilmember’s Comments

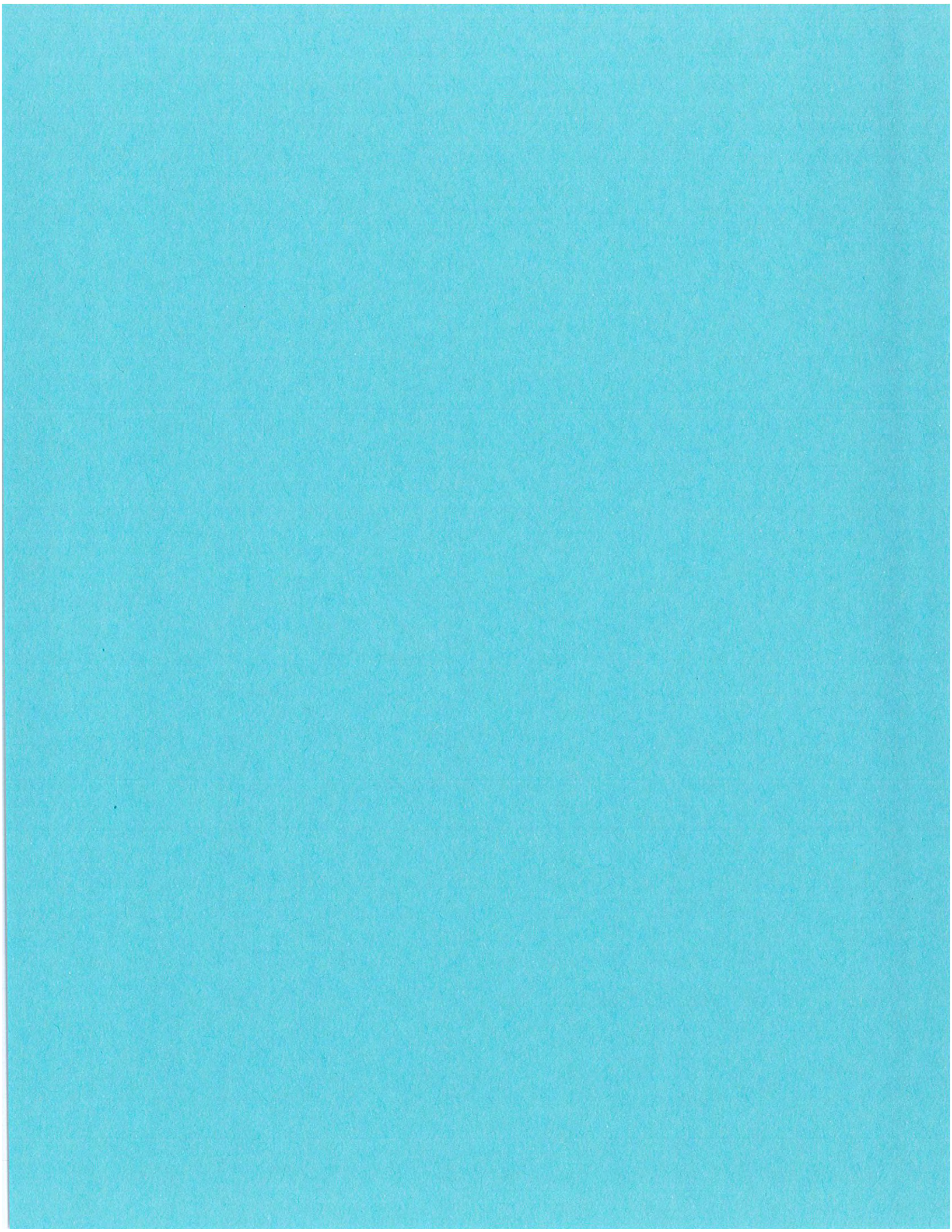
Town Manager’s Report

- Financial Report (See attached information)
- Department Reports (See attached information)
- **Manager’s Report** (See attached information)

Closed Session – Pursuant to NCGS 143-318.11 (a) (5) to consult with the Town Attorney.

Adjourn

Public Hearings





Request for City Council Action

Public Hearing Item: Booker Dairy Road Project
Date: 2/7/2017

Subject: Public Hearing - Booker Dairy Road Project
Department: Finance
Presented by: Greg Siler
Presentation:

Issue Statement: Hold a Public Hearing and Consider Approving Resolution Authorizing the Filing of an Application to the Local Government Commission for Installment Financing for the relocation and extension of the Town's Water Distribution System in the Right-Of-Way of Booker Dairy Road (SR1923) in accordance with NCDOT TIP Project U-33348

Financial Impact: The interest expense on \$2,037,249 over 10 years with a one-time pay down of \$500,000 at an indicative rate of 3.0 % is \$269,852. Total repayment of principal and interest is \$2,307,101.

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

Recommendation: N/A

Approved: City Manager City Attorney

Attachments: 1. Resolution
 2. Amortization Schedules

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



Staff Report

**Business
Agenda
Item:**

The Town of Smithfield is considering financing **the relocation and extension of the Town's Water Distribution System** in the right-of-way of Booker Dairy Road (SR1923) in accordance with NCDOT TIP Project U-33348. The loan amount is approximately \$2,037,249. Interest is fixed at an indicative rate of **3.0%** for **10 years**. Payments would be made twice a year, estimated at \$118,661 or \$237,322 annually. It is anticipated that within a two year timeframe the loan will be paid down by approximately \$500,000 with NCDOT reimbursement proceeds; at which time the loan can be amortized for the remaining 8 years at the reduced principal balance. The new payment amount after the one time pay down is estimated to be \$83,279 semi-annually or \$166,558 annually. A **summary of the project's estimated** annual payments (closing cost not included) are found in the table below.

Loan Amount	Annual Debt Payment	Year
\$2,037,249	\$237,322	1 and 2
\$1,175,831 (After Pay Down)	\$166,557	3 through 10

As required by the LGC the Town must estimate the impact on rates to cover the annual debt service. For illustrative purposes only, a water increase of .73 cents per 1000 gallons is needed to meet the annual loan payment of \$237,322. This estimate is for informational and reference purposes in evaluating the potential impact of this **project on the town's** budget and financial condition. Note: **This project is included in the Town's annual Capital Improvements Plan (CIP)**, and estimated debt service requirement is included in the latest rate model study that was implemented by Council effective July 1, 2016.

**NOTICE OF PUBLIC HEARING
TOWN OF SMITHFIELD**

The citizens of the Town of Smithfield are hereby informed that the Town Council for the Town of Smithfield, North Carolina, will conduct a public hearing at Town Hall, 350 E. Market Street, Smithfield, North Carolina, on Tuesday, February 7, 2017, at 7 p.m. The purpose of the public hearing is to allow citizen input on an application to the Local Government Commission for the financing of the relocation and extension of the Town's Water Distribution System in the Right-A-Way of Booker Dairy Road (SR1923) in accordance with NCDOT TIP Project U-33348, Smithfield, NC. The loan amount is approximately \$2,037,249. All interested citizens are invited to attend the meeting.

Greg Siler
Finance Director
Town of Smithfield
North Carolina
greg.siler@smithfield-nc.com
(919) 934-2116, ext. 1106

SH: January 25, 2017

RESOLUTION #597 (02-2017)

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 relocation and extension of the Town's Water Distribution System in the Right-A-Way of Booker Dairy Road (SR1923) in accordance with NCDOT TIP Project U-33348 to better serve the citizens of Smithfield 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 7th day of February, 2017, make the following findings of fact:

1. The proposed contract is expedient because the relocation and extension of the Town's Water Distribution System in the Right-A-Way of Booker Dairy Road (SR1923) will benefit the Town in multiple ways. The immediate benefit is the increase in the pipe diameter thereby increasing the water pressure in an area plagued by low pressure issues. The added diameter in the water main will also allow the Town to provide a greater quantity of water to that area of the Town which is most likely to grow in the next 0-10 years. Since the Town's inter-connection with Johnston County is in close proximity to Booker Dairy Road, this increase in potential supply will also make more water available for Johnston County to assist in their growing supply needs as well, and the proposed contract would make the project feasible while ensuring proper debt management.
2. This project keeps the Town in compliance with the encroachment agreement executed between the Town and the NCDOT, when Booker Dairy Road was constructed. Since the agreement mandates the relocation of the water line as the road widens, there is really no other option. The Town decided to use the mandatory relocation as an opportunity to address some deficiencies in the Town's water distribution system.
3. The proposed contract is preferable to a bond issue for the same purpose because the Town can relocate and extend the water line 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 \$2,037,249 could not be prudently raised with current appropriations, unappropriated fund balance and non-voted bonds that could be raised in a timely manner.

4. The cost of financing under the proposed contract is expected to be approximately the same as the costs of issuing general obligation bonds.
5. 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 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 7th day of February, 2017.

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 Williams, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the Town of Smithfield Town Council on the 7 day of February, 2017.

 Shannan Williams, Town Clerk

 Date

Compound Period: Semiannual

Nominal Annual Rate: 3.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	3/15/2017	2,037,249.00	1		
2 Payment	9/15/2017	118,661.07	20	Semiannual	3/15/2027

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	3/15/2017				2,037,249.00
2017 Totals		0.00	0.00	0.00	
1	9/15/2017	118,661.07	30,558.74	88,102.33	1,949,146.67
2	3/15/2018	118,661.07	29,237.20	89,423.87	1,859,722.80
2018 Totals		237,322.14	59,795.94	177,526.20	
3	9/15/2018	118,661.07	27,895.84	90,765.23	1,768,957.57
4	3/15/2019	118,661.07	26,534.36	92,126.71	1,676,830.86
2019 Totals		237,322.14	54,430.20	182,891.94	
5	9/15/2019	118,661.07	25,152.46	93,508.61	1,583,322.25
6	3/15/2020	118,661.07	23,749.83	94,911.24	1,488,411.01
2020 Totals		237,322.14	48,902.29	188,419.85	
7	9/15/2020	118,661.07	22,326.17	96,334.90	1,392,076.11
8	3/15/2021	118,661.07	20,881.14	97,779.93	1,294,296.18
2021 Totals		237,322.14	43,207.31	194,114.83	
9	9/15/2021	118,661.07	19,414.44	99,246.63	1,195,049.55
10	3/15/2022	118,661.07	17,925.74	100,735.33	1,094,314.22
2022 Totals		237,322.14	37,340.18	199,981.96	
11	9/15/2022	118,661.07	16,414.71	102,246.36	992,067.86
12	3/15/2023	118,661.07	14,881.02	103,780.05	888,287.81
2023 Totals		237,322.14	31,295.73	206,026.41	
13	9/15/2023	118,661.07	13,324.32	105,336.75	782,951.06
14	3/15/2024	118,661.07	11,744.27	106,916.80	676,034.26
2024 Totals		237,322.14	25,068.59	212,253.55	

15	9/15/2024	118,661.07	10,140.51	108,520.56	567,513.70
16	3/15/2025	118,661.07	8,512.71	110,148.36	457,365.34
2025 Totals		237,322.14	18,653.22	218,668.92	
17	9/15/2025	118,661.07	6,860.48	111,800.59	345,564.75
18	3/15/2026	118,661.07	5,183.47	113,477.60	232,087.15
2026 Totals		237,322.14	12,043.95	225,278.19	
19	9/15/2026	118,661.07	3,481.31	115,179.76	116,907.39
20	3/15/2027	118,661.07	1,753.68	116,907.39	0.00
2027 Totals		237,322.14	5,234.99	232,087.15	
Grand Totals		2,373,221.40	335,972.40	2,037,249.00	

Last interest amount increased by 0.07 due to rounding.

Compound Period: Semiannual

Nominal Annual Rate: 3.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	3/15/2019	1,176,830.86	1		
2 Payment	9/15/2019	83,278.53	16	Semiannual	3/15/2027

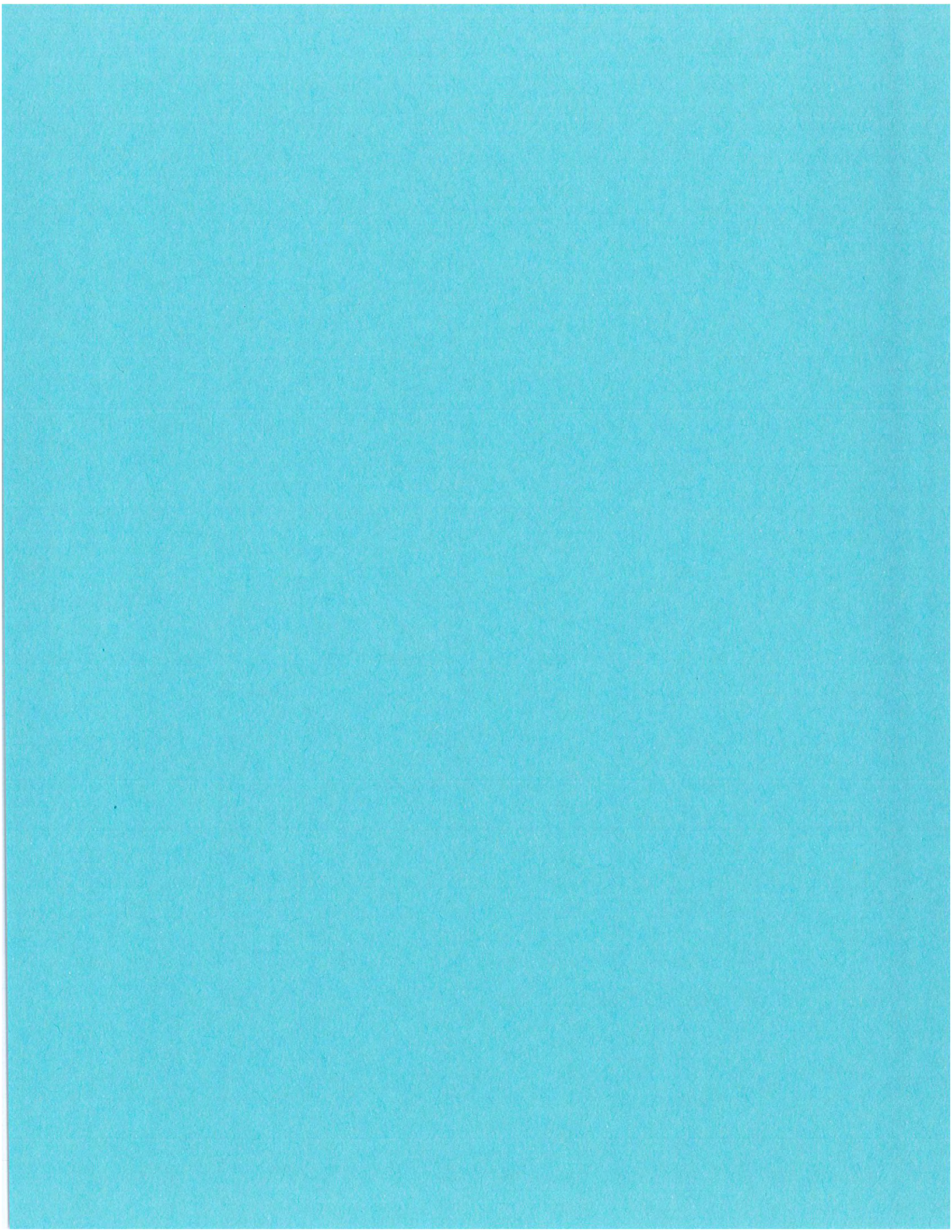
AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	3/15/2019				1,176,830.86
2019 Totals		0.00	0.00	0.00	
1	9/15/2019	83,278.53	17,652.46	65,626.07	1,111,204.79
2	3/15/2020	83,278.53	16,668.07	66,610.46	1,044,594.33
2020 Totals		166,557.06	34,320.53	132,236.53	
3	9/15/2020	83,278.53	15,668.91	67,609.62	976,984.71
4	3/15/2021	83,278.53	14,654.77	68,623.76	908,360.95
2021 Totals		166,557.06	30,323.68	136,233.38	
5	9/15/2021	83,278.53	13,625.41	69,653.12	838,707.83
6	3/15/2022	83,278.53	12,580.62	70,697.91	768,009.92
2022 Totals		166,557.06	26,206.03	140,351.03	
7	9/15/2022	83,278.53	11,520.15	71,758.38	696,251.54
8	3/15/2023	83,278.53	10,443.77	72,834.76	623,416.78
2023 Totals		166,557.06	21,963.92	144,593.14	
9	9/15/2023	83,278.53	9,351.25	73,927.28	549,489.50
10	3/15/2024	83,278.53	8,242.34	75,036.19	474,453.31
2024 Totals		166,557.06	17,593.59	148,963.47	
11	9/15/2024	83,278.53	7,116.80	76,161.73	398,291.58
12	3/15/2025	83,278.53	5,974.37	77,304.16	320,987.42
2025 Totals		166,557.06	13,091.17	153,465.89	
13	9/15/2025	83,278.53	4,814.81	78,463.72	242,523.70
14	3/15/2026	83,278.53	3,637.86	79,640.67	162,883.03
2026 Totals		166,557.06	8,452.67	158,104.39	

15 9/15/2026	83,278.53	2,443.25	80,835.28	82,047.75
16 3/15/2027	83,278.53	1,230.78	82,047.75	0.00
2027 Totals	166,557.06	3,674.03	162,883.03	
Grand Totals	1,332,456.48	155,625.62	1,176,830.86	

Last interest amount increased by 0.06 due to rounding.

Consent Agenda Items



The Smithfield Town Council met in regular session on Tuesday, January 3, 2017 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

Emery Ashley, Mayor Pro-Tem
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

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

Present:

Bob Spence, Town Attorney
Bill Dreitzler, Town Engineer

Administrative Staff Absent

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

APPROVAL OF AGENDA:

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

- Add Consent Agenda Item #9: Council Appointments to the Employee Benefits Committee
- Business Item #1 will be closed session pursuant to NCGS (a) (3) & (6) to consult with the Town Attorney and to discuss a personnel matter.

Unanimously approved.

PRESENTATIONS:

1. Proclamation: Honoring Rick Childrey's Dedicated Service to the Greater Smithfield Selma Area Chamber of Commerce

Mayor Moore presented a proclamation to Rick Childrey and congratulated him on his recent retirement.

PROCLAMATION

**In Honor of Rick Childrey's Dedicated Service to the
Greater Smithfield Selma Chamber of Commerce
and the Town of Smithfield**

WHEREAS, Rick Childrey has served as the President of the Greater Smithfield Selma Area Chamber of Commerce for thirty years; and

WHEREAS, Rick Childrey retired from his position with the GSSA Chamber of Commerce on December 31, 2016; and

WHEREAS, these years of service have been marked by exemplary dedication to the best interests of the community, and he has worked constantly for the betterment of its economic, cultural and aesthetic development; and

WHEREAS, Rick Childrey used his vision to preserve history by relocating and renovating the Yelvington-Lee House for the Chamber of Commerce office where it still stands today; and

WHEREAS, during his tenure, Rick Childrey implemented many new programs including the Leadership Johnston Program and the Flame for Learning Award; and

WHEREAS, Rick Childrey has been an important resource, advocate and friend for our community; and

WHEREAS, the Town Council and staff deeply appreciate the important contributions that Rick Childrey has made to the Greater Smithfield Selma Area Chamber of Commerce and to the Town of Smithfield.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, express our deepest gratitude to Rick Childrey for his countless contributions and exemplary service to the Greater Smithfield Selma Area Chamber of Commerce and the Town of Smithfield and offer our best wishes for a long and happy retirement.

2. Proclamation: Honoring H. Lynn Corbin's 28+ years of service to the Town of Smithfield

Mayor Moore presented a proclamation to Lynn Corbin and congratulated him on his recent retirement.

**PROCLAMATION
In Honor of H. Lynn Corbin's 28+ Years of
Service to the Town of Smithfield**

WHEREAS, H. Lynn Corbin retired from the Town of Smithfield on December 31, 2016 and is being awarded this recognition as a testimonial of loyal and dedicated service for over twenty-eight years; and

WHEREAS, in 1993, H. Lynn Corbin was promoted to the position of Animal Control Officer where he remained until his retirement; and

WHEREAS, H. Lynn Corbin, with compassion and positivity, assisted countless citizens with any and all animal related issues; and

WHEREAS, his dedication and zeal in his work has won him the respect and affection of the citizens of Smithfield and of his fellow workers; and

WHEREAS, he will be missed both professionally and as a friend, and we extend our very best wishes for his continued success in his life's pursuits.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, express our sincere appreciation to H. Lynn Corbin for his distinguished service to the Town of Smithfield, and urge our citizens to join with us as we extend our sincere appreciation for his work, and wish him well in his future endeavors.

3. Recognition: Police Lieutenant Brian O'Branovich obtained the Advanced Law Enforcement Certification from the North Carolina Education and Training Standards Commission.

Chief of Police R. Keith Powell and Mayor Moore presented Police Lieutenant Brian O'Branovich with a framed Advanced Law Enforcement Certificate.

PUBLIC HEARING:

1. Rezoning request by Sue Warrick (RZ-16-04)

Mayor Pro-Tem Ashley 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 Sue Warrick. The applicant was requesting to rezone approximately 19.18 acres of land from the R-20A (Residential-Agricultural) zoning district to the LI (Light Industrial) zoning district. The property considered for rezoning is located on the north side of Barbour Road approximately 1300 feet east of its intersection with US Hwy Business 70 West. The property is further identified as Johnston County Tax ID# 15079006B.

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the January 3, 2017 agenda packet.

The Planning Board, at its December 13, 2016 meeting, unanimously voted to recommend approval of the request to rezone approximately 19.18 acres of land from the R-20A (Residential-Agricultural) zoning district to the LI (Light Industrial) zoning district.

The Planning Department recommends approval of the request to rezone approximately 19.18 acres of land from the R-20A (Residential-Agricultural) zoning district to the LI (Light Industrial) zoning district.

Mayor Moore asked if the applicant wished to provide additional information.

Johnston County Economic Development Director Chris Johnson addressed the Council on behalf of Ms. Warrick. Mr. Johnson explained that the Johnston County Economic Development Office has had this property listed on its website for the past six months. By rezoning it now, it removes any hurdles for potential developers.

Mayor Moore asked if there were any comments/questions from those that wished to speak on this matter. There were none.

Mayor Moore asked if there were any questions from Council.

Mayor Pro-Tem Ashley questioned if the Johnston County Economic Development Office worked with the Town's Economic Development liaison or the Smithfield Economic Development Advisory Committee about the property. Mr. Johnson responded that he did not and in no way meant to insult or not include anyone.

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

The Written Finding of Facts

Town Council of the Town of Smithfield decided the matter of this Rezoning Application by motion and vote on each of the following eight findings of fact.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to vote in the affirmative to all of the below Finding of Facts. Unanimously approved.

- **Finding One of Eight: Agree**

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

The rezoning request from the low density residential zoning district to a light industrial zoning district is consistent with the recommendations of the Future Land Use Plan which calls for industrial uses at this location. Expanding the existing light industrial zoning district to the subject property will create opportunities for future job growth in the area.

- **Finding Two of Eight: Agree**

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

The rezoning petition is compatible with established neighborhood patterns of the surrounding area. This area contains some of the most productive industrial properties located within the Town of Smithfield planning and zoning jurisdiction.

- **Finding Three of Eight: Agree**

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

The rezoning request from the low density residential to a light industrial zoning district is consistent with historical trends suggesting that some industrial and manufacturing facilities prefer to be located in close proximity to Johnston County Airport.

- **Finding Four of Eight: Agree**

The rezoning request is in the community interest

The rezoning will allow for a wider range of commercial and light industrial uses and provide additional area for consideration of large scale manufacturing uses and developments. Any development that will occur from the rezoning will increase the tax base as an additional benefit.

- **Finding Five of Eight: Agree**

The request does not constitute “Spot Zoning”

It is unlikely an argument could be made for “spot zoning” or “small scale” since the rezoning will be expanding on an already existing light industrial zoning district.

- **Finding Six of Eight**

Present regulations deny or restrict the economic use of the property

The property is currently zoned for residential and agricultural uses. Additional manufacturing and industrial uses such as those permitted in the light industrial zoning district cannot occur unless the property is rezoned.

- **Finding Seven of Eight**

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 with electricity by Duke Progress Energy. CenturyLink and Time Warner also serve the area with phone and cable respectively.

- **Finding Eight of Eight**

Physical characteristics of the site prohibit development under present regulations

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

Record of Decision: Approval of Rezoning Request (RZ-16-04)

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, 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 applicant and applicant’s representative I move to approve rezoning petition RZ-16-04. Unanimously approved.

CITIZENS’ COMMENTS:

- Charles Forte of 303 Oak Street addressed the Council on a utility billing issue. In an effort to resolve the matter, Town Manager Michael Scott and Mr. Forte scheduled a meeting for the following morning.

CONSENT AGENDA:

Councilman Harris made a motion, seconded by Mayor Pro-Tem Ashley, to approve the following items as listed on the Consent Agenda:

1. Approved the following Minutes:

December 6, 2016 – Regular Meeting
December 6, 2016 – Closed Session

2. Approved Amending the 2017 Employee Holiday Schedule.

2017 Holiday Schedule

- January 2nd – New Year’s Day
- January 16th – Martin Luther King, Jr. Day
- April 14th – Good Friday
- May 29th – Memorial Day
- July 4th – Independence Day
- September 4th – Labor Day
- November 10th – Veteran’s Day
- November 23rd & 24th – Thanksgiving
- December 22nd – 26th – Christmas (This was amended from the State’s observed holiday schedule of December 25th – 27th)

3. Approved an Annual Agreement with Robert Spence Jr., Spence and Spence, P.A. to serve as the Town’s Attorney.

A copy of the agreement is on file in the Office of the Town Clerk.

4. Approved the promotion of an internal candidate from Sanitation Equipment Operator to Sanitation Crew Leader.
5. Approved the career ladder promotion of a Police Officer II to the rank of Master Police Officer.
6. Bid award to Carolina Environmental System in the amount of \$164,989.00 for the purchase of a 2018 International Trash Truck. Bids received were as follows:

- | | |
|----------------------------------|--------------|
| • Carolina Environmental Systems | \$164,989.00 |
| • Amick Equipment | \$165,176.22 |
| • White’s International Trucks | \$167,198.77 |

- Carolina Freightliner of Raleigh \$169,807.22

7. Bid award to Deacon Jones in the amount of \$29,344.40 for the purchase of a 2017 Chevrolet Colorado 4WD Crew Cab to be utilized by the Public Utilities Water/Sewer Department. Bids received were as follows:

- Deacon Jones \$29,344.40
- Capital Chevrolet \$30,052.00
- Hendrick Auto \$34,182.46

8. New Hire Report

Filled Position	Department	Budget Line	Rate of Pay
Public Works Supervisor	PW – Sanitation	10-5800-0200	\$18.55/hr (\$38,584.00/yr)

Current Vacancies	Department	Budget Line
Code Enforcement Officer	Planning	10-4900-0200
Police Officer	Police	10-5100-0200
(2) Equipment Operators	PW – Sanitation	10-5800-0200
Sanitation Crew Leader	PW - Sanitation	10-5800-0200
Water Plant Operator	PU – Water Plant	30-7200-0200

9. Council Board Appointments to the Employee Benefit Committee – Councilman Stephen Rabil and Councilman Travis Scott were appointed to this committee for the 2017 and 2018 calendar years.

Unanimously approved.

BUSINESS ITEMS:

1. Closed Session Pursuant to NCGS 143-318.11 (a) (3) to consult with the Town Attorney and (a) (6) to discuss a personnel matter.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Dunn to go into closed session pursuant to NCGS 143-318.11 (a) (3) & (6). Unanimously approved at 7:34 pm.

Reconvene in Open Session:

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Scott, to reconvene in open session. Unanimously approved at 8:32 pm.

No action taken.

2. Approved the application for a USDA Rural Business Development Grant for the Wayfinding Project and approval of Resolution #596 (01-2017)

Economic Development Liaison Tim Kerigan and Downtown Smithfield Development Corporation Director Sarah Edwards addressed the Council on a request to submit an application for a USDA Rural Business Development Grant to fund the Wayfinding Project. Mr. Kerigan explained that this was a \$200,000 nonmatching grant, but with the \$50,000 already allocated to the project for gateway signs, the application would be received more favorably than others without committed non-federal funds.

Sarah Edwards explained this grant has previously funded wayfinding systems in other communities. Also, if awarded, the grant would allow the Town to proceed with the wayfinding project sooner, and would reduce the Town’s total associated cost.

Councilman Harris questioned how much of the wayfinding project the grant would fund. Mr. Kerigan responded that if the total \$200,000 was awarded it would solidify all the signage.

As a point of clarity, Town Manager Michael Scott explained that the total amount of funding would be \$250,000 with \$50,000 from Town funds already approved by the Council and the remaining \$200,000 being grant funds. The total funds would be used to complete the wayfinding system.

Mayor Pro- Tem Ashley made a motion, seconded by Councilman Rabil to approve the request and Resolution #596 (01-2017). Unanimously approved.

RESOLUTION # 596 (01-2017)

**AUTHORIZING RESOLUTION BY GOVERNMENT BODY OF THE APPLICANT
USDA Rural Business Development Grant**

WHEREAS, the United States Department of Agriculture (USDA) Rural Development Office administers the Rural Business Development Grant (RBDG) program, which provides funding to support targeted technical assistance, training, and other activities leading to the development or expansion of small and emerging private businesses in rural areas; and

WHEREAS, the Town of Smithfield's Economic Development Plan priorities include existing business support, retail development, and marketing; and

WHEREAS, the Town of Smithfield has adopted a wayfinding plan that will support those priorities; and

WHEREAS, the Town of Smithfield needs assistance in funding its wayfinding system; and

WHEREAS, the Town of Smithfield intends to request grant assistance for the implementation of its wayfinding system from the Rural Business Development Grant.

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD:

That Michael Scott, Town Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the Town of Smithfield with the USDA for a grant to fund the implementation of the wayfinding system.

That Michael Scott, Town manager, and successors so titled, is hereby authorized and directed to furnish such information as the USDA may request in connection with an application or with the project proposed; to make assurances as contained in the application; and to execute such other documents as may be required in connection with the application.

That the Town of Smithfield has substantially complied or will substantially comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

3. Approved the application to AFG SAFER Grant for Fire Department Personnel

Fire Chief John Blanton addressed the Council on a request to apply for the AFG SAFER grant. Chief Blanton explained that the process opens in February 2017 and closes in March 2017. The grant allows Fire Departments to apply for additional personnel or for the retention of personnel. The Smithfield Fire Department would like to utilize this grant opportunity to fund 3 additional firefighters to meet the NFPA and OSHA's minimum requirements. The amount of the grant, if awarded to the Town, would be \$242,396.25 for the additional personnel over a three year period. The grant program requires cost sharing from the grant recipients. The grant provides 75% funding for each of the first two years and 35% in the third year. Since this is a cost sharing grant, the Town's responsibility would be 25% in the first and second years for a total of \$65,512.50 (\$32,756.25 for each of the first 2

years). The Town would then be responsible for %65 of the third year for a total cost of \$85,166.25. These yearly costs are only if the grant awards the maximum amount of requested personnel. If after the fourth year, the Town chose to continue the employment of these personnel permanently; the financial impact would be \$131,025.00, to not including raises or increases every year thereafter.

In addition to the cost sharing amount in the first year, the Town would also be responsible for providing turnout gear and uniform's to meet the NFPA standards for each employee hired. The costs of the gear and daily uniforms would be \$3,500.00 per person for a total of \$10,500.00. This grant would not cover overtime accrued during employment as that would be the responsibility of the Town.

Mayor Pro-Tem Ashley questioned if the Town would be responsible for the turnout gear and 65% of the employee's salary and benefits. Chief Blanton explained that the Town would be responsible for the turnout gear and 25% of salary and benefits the first year. Mayor Pro-Tem Ashley further questioned if this grant was for the three firefighters that were approved in the FY 2016-2017 budget or for three additional firefighters. Chief Blanton responded that this grant would fund three new positions.

Councilman Scott asked Chief Blanton to explain the allocation of staff and how the additional personnel would benefit the citizens. Chief Blanton responded that there are 5 personnel per shift (15 Firefighter's total) which equates to a 3 firefighter engine company and a 2 firefighter ladder/rescue company per shift. In order to meet the NFPA and OSHA requirements, you must have 4 firefighters on each. Currently, the Department is meeting this requirement with mutual aid assistance only.

Mayor Moore questioned if the department met the standards with mutual aid. Chief Blanton responded that the standards are met with mutual aid, but the goal was to ultimately be able to meet the NFPA and OSHA standards without mutual aid assistance.

Mayor Pro-Tem Ashley questioned if other municipalities in the County were faced with the same issue. Chief Blanton responded that all other municipalities with the exception of Clayton were facing the same issue.

Councilman Harris questioned when the grant would be awarded. Chief Blanton responded that he anticipated the grant award would be announced in eight to ten months. Councilman Harris also questioned if Chief Blanton would be requesting additional personnel in the FY 2017-2018 budget. Chief Blanton responded that he would not be seeking additional personnel above what the grant would help fund.

Councilman Scott made a motion, seconded by Councilman Dunn, to approve the request to apply for the AFG SAFER Grant. Unanimously approved.

4. Approved the reorganization of the Planning Department

Town Manager Michael Scott addressed the Council on a request to reorganize the Planning and Zoning Department to better facilitate customer service and operational efficiency. Town Manager Scott explained that in October 2016, the Town's Code Enforcement Officer resigned. Since that time, the Planning Department has been functioning with the assistance of an Administrative Support Specialist. Town Manager Scott requested that he be authorized to hire the Administrative Support Specialist on a full time basis and hire a Part-Time Code Enforcement Officer within the mid-range of the current salary schedule for this position, authorizing this person to work up to 30 hours per week. Budget amendments would not be necessary due to the Administrative Support Specialist position being less salary than the Code Enforcement Officer position and the Part-time Code Enforcement Officer not receiving Town benefits.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Rabil, to approve the reorganization of the Planning Department as submitted. Unanimously approved.

5. Approved the 5-Year Capital Improvement Plan Update for the Public Utilities Department

Public Utilities Director Ted Credle addressed Council on a request to update the 5 Year Capital Improvement Plan for the Public Utilities Department. Mr. Credle explained that in order to stay competitive for future grants and loans through the State's various programs, each applying governing body needs to have a current Capital Improvement Plan (CIP) that outlines the future direction of the utility. The current 5-year CIP was approved in August of 2014. This "updated version" addresses future Town needs in the areas of growth management and stability of water supply. The updated CIP also furthers the long running issues of electric voltage conversion, I&I in the sewer collection system, and the upgrade of the Town utility infrastructure. Mr. Credle further explained that by approving this plan, it does not mean that the Council is bound to completing these projects.

Councilman Scott questioned how the items on the plan were prioritized. Mr. Credle responded that the water plant expansion is in response to the County's increased demand for water and for any future growth of the Town. The water/sewer system is in response to the demand needed for water and getting the water to the customers and a sewer collection system that can carry the waste to the county's wastewater treatment facility. As for the electric system, the priorities are for redundancy and for more load to be transferred to the Brogden Road substation.

Councilman Scott asked Mr. Credle to focus on the electric asset debt and if any of that debt could be paid off early so that those savings could be passed onto the customers. Mr. Credle responded that he would research the issue and report back to the Council.

Councilman Wood made a motion, seconded by Councilman Rabil, to approve the request. Unanimously approved.

Councilman Harris asked Mr. Credle to explain the Brogden Road transformer being brought on line in December. Mr. Credle responded that the second transformer was purchased to add redundancy and stability. At the end of December, staff transferred power to the Brogden Road substation for about 30 minutes to identify any issues. The test proved to be flawless. Town Manager Michael Scott also stated that the second transformer can also assist with economic growth east of I-95 and in the Booker Dairy and Buffalo Road area.

6. Bid Award and contract approval to Professional Services Group, LLC in the amount of \$399,000 for site work and concrete for the Partnership to Build a Miracle Inclusion Park & Miracle League Baseball Field.

Parks and Recreation Director Gary Johnson and Engineer Bill Dreitzler addressed the Council on a bid award and contract approval for site work and concrete for the Inclusion Park and Miracle League baseball field. On Wednesday, December 7, 2016, staff received bids for the Sitework/Grading/Concrete phase of construction for the Inclusion Park and Miracle League Baseball Field. Bids were opened at 3:00 PM and read aloud. The following bids were submitted:

Professional Services Group, LLC	\$399,999.99
JP Edwards, Inc.	\$485,104.00

Mr. Dreitzler explained that the PSG bid was considered complete and included the Bid Form, Non-Collusive Affidavit, Authority to Execute, and acknowledgement of the 3 bid addendum. The bid package also included references. His due diligence review of the apparent low bidder, PSG, found the bid to be complete and acceptable with the exception of his concern over the undercut unit price included in the bid form. PSG submitted an undercut unit rate of \$55/CY versus a rate of \$19.50/CY submitted with the JP Edwards bid. The engineer's quantity estimate for undercut was 750 CY and this estimate was included in the bid form. However, based on a field assessment of site conditions it was his opinion that the undercut quantity for the project may exceed 2,000 CY. Mr. Dreitzler discussed his concerns with Mr. Ken Wood, PSG regarding the high unit rate for undercut and our limited project budget. PSG agreed to limit the \$55/CY rate to the first 750 CY of undercut. Any undercut quantities that exceed 750 CY will be charged either at a lower negotiated rate or on a cost-plus basis. Final language regarding the cost of undercut will be included in the contract. Based on PSG's agreement to cap the \$55/CY undercut unit rate at 750 CY, Mr. Dreitzler recommended award

of the contract to Professional Services Group, LLC. The lump sum base bid award amount is \$399,999.99. Additional project costs to be measured based on quantity include rock excavation and undercut. We do not anticipate any rock excavation.

Councilman Harris questioned if the project is within budget. Mr. Dreitzler responded that it was finally within budget.

Councilman Scott questioned who was responsible for the funding of this project. Mr. Johnson responded that part of it was funded through a PARTF grant and partial funding was from The Partnership to Build a Miracle. Mr. Scott further questioned if Mr. Dreitzler will be working with Mr. Johnson on this project. Mr. Dreitzler responded that they will be working together on the project.

Councilman Harris questioned the timeline as to when the project would begin. Mr. Dreitzler responded as soon as possible with a site meeting potentially being held at this end of the week or the following week.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Rabil, to approve the bid award and contract to Professional Services Group, LLC in the amount of \$399,000 for site work and concrete for the Partnership to Build a Miracle Inclusion Park & Miracle League Baseball Field. Unanimously approved.

7. Bid Award to JLP Carpentry in the amount of \$14,000 for the restroom renovations at Talton Park.

Parks and Recreation Director Gary Johnson addressed the Council on a request to award the bid for renovations to the restrooms at Talton Park to JLP Carpentry in the amount of \$14,000. Mr. Johnson explained that the Council approved the expenditure in the FY 2016-2017 budget. Staff requested quotes for the renovations and they are as follows:

JLP Carpentry	\$ 14,000.00
Griswold Construction Group	\$ 16,880.00
G&G Remodeling and Additions	\$ 18,850.00

It was staff's recommendation to award the Talton Field Restroom Renovations Project to JLP Carpentry.

Councilman Scott stated that he was concerned with the hand written estimate and asked that a more formal quote be obtained.

Councilman Scott made a motion, seconded by Councilman Wood, to approve the request contingent on a more formal quote being obtained by staff. Unanimously approved.

Councilmembers Comments:

- Councilman Scott explained that he has received complaints about the property located at the corner of Hospital and Buffalo roads. This abandoned property sustained major flooding during Hurricane Matthew.

Town Manager Michael Scott asked Planning Director Paul Embler to respond to Councilman Scott's concerns. Mr. Embler explained that FEMA has funds for buys-out, elevation and relocation but these are for residential properties only. To his knowledge, there are no funds allocated for commercial property other than possible grant funding. Mr. Embler further explained that the owners are located in Hickory and he will attempt to reach them to discuss the issues with the property. Town Manager Michael Scott stated that it was possible that the Town could pursue condemnation of the property. Councilman Harris suggested that something more formal from the Town Attorney be sent to the property owners.

Town Manager's Report:

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

- Venture Drive Project – The project has been sent out for bid and it should be submitted to the Council for consideration at the February regular meeting.
- Martin Luther King, Jr. Parade – The Martin Luther King, Jr. Parade will be held on Friday, January 13th at 6:00 pm. Town Hall will be open and refreshments will be served.
- **Department Reports**
 - A highlight of each department's monthly activities was given to the Council.

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 9:27 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk



Request for City Council Action

**Consent
Agenda
Item:** **Budget
Amendments**
Date: 2/7/2017

Subject: Various Budget Amendments
Department: Finance
Presented by: Greg Siler
Presentation:

Issue Statement - Budget amendments:

- Riverbank repair next to walking trail as approved at the October 4, 2016 Council Meeting
- Rural Infrastructure Authority Grant (aka The Building Reuse Grant) and Administration as approved at the January 5, 2016 and February 2, 2016 Council Meetings

Financial Impact – Use of General Fund Contingency for Riverbank Repair (\$50,200) and no financial impact for the Building Reuse Grant

Action Needed – Approve as presented

Recommendation – Approve Amendments

Approved: City Manager City Attorney

BUDGET AMENDMENTS
February, 2017

GENERAL FUND

1. Expenditure

	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
10-9990-5300 General Fund Contingency	\$ 173,552	\$ (50,120)	\$ 123,432
10-6200-7400 Recreation - Capital Outlay	\$ 126,261	\$ 50,120	\$ 176,381
	<u>\$ 299,813</u>	<u>\$ -</u>	<u>\$ 299,813</u>

To fund the cost of river bank repair next to walking trail as approved at the October 4, 2016 Council Meeting

GENERAL CAPITAL PROJECTS FUND

2. Revenue

46-3900-4112 Building Reuse - ARI Contribution	\$ -	\$ 22,250	\$ 22,250
46-3900-4113 Building Reuse - RIA Grant	\$ -	\$ 175,000	\$ 175,000
	<u>\$ -</u>	<u>\$ 197,250</u>	<u>\$ 197,250</u>

Expenditure

46-4110-3200 Building Reuse - ARI	\$ -	\$ 183,750	\$ 183,750
46-4110-3201 Building Reuse - Consultant	\$ -	\$ 13,500	\$ 13,500
	<u>\$ -</u>	<u>\$ 197,250</u>	<u>\$ 197,250</u>

To establish and fund the Rural Infrastructure Authority Grant (AKA The Building Reuse Grant for Atlantic Resources, Inc.) and Professional Services Agreement with Greene and Associates as approved at the January 5, 2016 and February 2, 2016 Council Meetings respectively

APPROVED: _____
M. Andy Moore, Mayor

VERIFIED: _____
Shannan Williams, Town Clerk



Request for City Council Action

Consent
Agenda **Concessions**
Item: **Contract**
Date: 2/7/2017

Subject: Concessions Contract for Community Park and Civitan Field
Department: Parks and Recreation
Presented by: Gary Johnson
Presentation:

Issue Statement

The Parks and Recreation Department took bids for the contracting of concessions at Smithfield Community Park and Civitan Field for the 2017 and 2018 calendar years. Staff recommends awarding the bid to Jeff Hales in the amount of \$4,500.00

Financial Impact

If approved, the town would receive \$4,500.00 for the 2017 calendar year and the 2018 calendar year. This contract would be \$500.00 more per year than the previous two years.

Action Needed

Award the Concessions Vendor Contract to Jeff Hales in the Amount of \$4,500.00

Recommendation

Award the Concessions Vendor Contract to Jeff Hales for 2017 and 2018 in the amount of \$4,500.00 per year

Approved: City Manager City Attorney

Attachments: Bids, Advertisement and Contract.



Staff Report

**Consent
Agenda
Item:**

The Parks and Recreation Department advertised and received bids for vendors to provide concessions at the Smithfield Community Park and Civitan Field. The contract to be awarded is for two (2) calendar years (2017 and 2018).

Two bids were received:

Jeff Hales (Current Contractor) . . .	\$ 4,500.00
John and Alicia Barefoot . . .	\$ 4,500.00

Both bids being the same, it is staff's recommendation that the contract be awarded to Jeff Hales. This is largely based on past experiences with Jeff (he has had the contract for the last several years). Jeff has been dependable and has provided good service for us.

AFFIDAVIT OF PUBLICATION

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

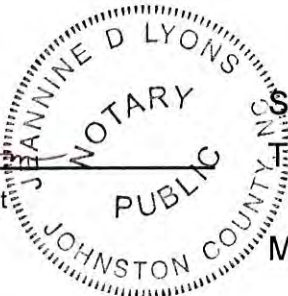
Ad Number
0002874322

Advertiser Name: TOWN OF SMITHFIELD
Address: attn Shannon Williams
PO BOX 761
SMITHFIELD, NC 275770761

Before the undersigned, a Notary Public of Wake County North Carolina, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared Gena L Hamm, who being duly sworn or affirmed, according to law, doth depose and say that he or she is Accounts Receivable Specialist of The News & Observer Publishing Company a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as The Herald, in the City of Raleigh, Wake County and State aforesaid, the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina, and that as such he or she makes this affidavit; and is familiar with the books, files and business of said corporation and by reference to the files of said publication the attached advertisement for TOWN OF SMITHFIELD was inserted in the aforesaid newspaper on dates as follows:

01/15/2017,01/18/2017

Gena L Hamm
Gena L Hamm, Accounts Receivable Specialist
Wake County, North Carolina



Sworn to and subscribed before me
This 18th day of January, 2017

My Commission Expires: _____

JUN - 8 2021

[Signature]
Notary Signature

**CONCESSIONS VENDOR
ADVERTISEMENT**

The Smithfield Parks and Recreation Department is accepting bids for the operation of two concession stands under its direction. The two locations include the Smithfield Community Park and the Civitan Little League Park. The contract will be awarded for a two-year term.

Bids will be received at the Parks and Recreation Department office located inside the Smithfield Recreation and Aquatics Center, 600 E. Booker Dairy Rd (919.934.2148) until Friday, January 20, 2017 at 3:00 pm. The bids must be sealed when turned in. Minimum bid to obtain this contract is \$3,500.00. Contract will be awarded on basis of bid amount and references.

Special conditions that must be adhered to, include but not limited to:

1. Must operate at all events held at these facilities (includes nights and weekends).
2. Must exclusively use Pepsi products and obtain account from Pepsi Co.
3. Must obtain all necessary permits (health, business, etc.)
4. Must obtain all necessary insurance, i.e. (a) \$1 million public liability insurance policy to protect Town and Vendor, (b) \$100,000 of property damage insurance and (c) Workman's Comp insurance as required by law.
5. Must keep restrooms clean and stocked while concession stand is operating as required by Health Department.
6. Must keep concession stand in clean and healthy condition as required by Health Department.
7. Must provide some concession equipment, i.e. refrigerator, hot plate, freezer, pretzel cooker, microwave, hotdog cooker and general utensils.
8. Menu, as well as prices of food and drinks, must be agreed upon by vendor and Parks and Recreation agent.

For further information contact Gary Johnson at 919.934.2148.
SH: January 15, 18, 2017

This agreement is made and entered into this ____ day of January, 2017 by and between:

	Town of Smithfield
	A Municipal Corporation
	P.O. Box 761
	Smithfield, NC 27577
(Merchant)	(Town)

RECITALS

WHEREAS, the Town of Smithfield, hereinafter, "Town," has constructed a large central park with athletic fields for most Parks and Recreation events sponsored by the Town off Booker Dairy Road, in Smithfield, North Carolina and adjacent to the local High School.

WHEREAS, the Town is the operator of the Civitan Field and youth baseball program played at the Civitan Field.

WHEREAS, the town has concession stands at the Community Park and Civitan Field in order to provide a facilities for the athletes and bystanders to purchase soft drinks and other concession type items while enjoying the scheduled events at the parks.

WHEREAS, the Town desires to contract with an independent contractor to provide sales and to manage these concession stands at the Community Park and Civitan Field during events sponsored by the Town and during those times designated by the Town.

WHEREAS, Merchant desires to operate said concession stands and the Town has agreed to contract with the Merchant.

WHEREAS, the parties desire to record their agreement as to operation of concession stand.

TERMS

For the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Operation. Merchant shall exclusively operate the concession stand at the Community Park and Civitan Field. Merchant will sell such concession items as agreed by the Merchant and the Town's Director of Parks and Recreation at prices reasonably available at similar concession operations within the area. Merchant will pay the Town \$_____ for the years 2017 and 2018 on a schedule agreed upon by the Town and Merchant.

2. Management and Costs. During the period that Merchant occupies the facilities, it shall do so for the benefit of the public in accordance with any rules established by the town. Merchant will be responsible for any negligent or malicious act or omission which increases such cost to the Town beyond such general maintenance and operation expenses.

3. Maintenance. Merchant will maintain the facilities (concession areas and restrooms) at all times while in their possession and return the facilities clean and without structural damage. Any such damage, extraordinary daily janitorial service or required maintenance to return the facilities to the condition in which it was received shall be the obligation of the Merchant.

4. Public Health. Merchant will at all times abide by all rules and regulations of any public health or other authority.

5. Insurance. Merchant shall maintain at all times from the first to the last day of the season at its sole expense, public liability insurance for the joint and separate protection of Town and Merchant in the minimum amount of \$ 1,000,000.00 in the case of liability for injury to any one person, and \$ 1,000,000.00 in the case of liability for injury to more than one person in the same occurrence, and in the minimum amount of \$ 100,000.00 for property damage. If and to the extent required by law, Merchant shall also provide workman's compensation insurance to cover paid employees and insurance similar to workman's compensation insurance to cover volunteer workers. By this paragraph Merchant assumes no liability in excess of the normal responsibilities under North Carolina law of Merchant due to its business operations in the area.

6. Termination.

(a) This contract shall be effective from and after the date of execution and shall remain in effect through December 31, 2018.

(b) This contract may be terminated by either party without cause upon thirty (30) day notice by giving the other party by registered or certified mail, written notice of intent to terminate without cause, and providing for equitable compensation in the purchase of equipment used in the operation.

(c) This contract may be terminated by the Town for cause based upon Concessionaire's default of any obligation assumed herein by giving written notice by registered or certified mail.

7. Parks and Recreation. Town designates their Director of Parks and Recreation Department of the Town and his staff as the representative of Town in carrying out the Objectives set forth in this agreement and Merchant agrees to respect his authority and that of his subordinates without delay.

8. Nondiscrimination. Merchant shall not discriminate against any employee, any person or patron because of race, color, creed, sex, age or national origin. Merchant shall not discriminate because of race, religion, color, ancestry, sex or national origin against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the general public.

9. Employment. This agreement is not a contract of employment. No relationship of principal and agent or employer and employee exists between the Town and Merchant or between Merchant and any employee or agent of Town. Merchant shall at all times be deemed an independent contractor and shall never represent themselves as having any authority or agency for the Town. Merchant is not authorized to bind Town to any agreements or obligations. Town shall not be liable for any acts of Merchant and Town shall not be liable for any Merchants, their employees, or agents in performing the duties prescribed herein and Merchant shall indemnify Town from any loss thereby.

10. Merchant's Exclusive Rights. Town agrees that the Merchant has the exclusive concession rights as follows:

(a) To provide concessions at all youth and adult sports activities, games and tournaments and at such other times when the parks are being used for regularly scheduled events, provided however, that the Town reserves the right to grant concession rights to another party in connection with Town sponsored events, if the economic feasibility of that event requires such a grant or concession, in the sole discretion of the Town. It is understood and agreed that there are no present plans for any such events during the period of this contract, but it is in the public interest for the Town to reserve the right in case some presently unanticipated event should require it. If the Town grants such a concession, the sales will not be conducted from the concession stands but will be located at a distance of no less than 100 feet from the current concessions stands.

(b) To the exclusive use of the concession stands during the term of this Contract, subject to all other provisions of this contract.

(c) To allow additional concessions to be operated from other locations in the parks, with the written consent of the Town. The type, nature and location of such auxiliary concessions shall be subject to the sole discretion of the Town.

11. Other Provisions.

Merchant:

- (a) Must operate at all events held at these facilities (includes nights and weekends). Concessions are to be open at least 30 minutes prior to the first game each night. 1 hour prior to special events (i.e. Tournaments)
- (b) Must exclusively use products/vendors in which the Parks and Recreation Department has a contract (i.e. Pepsi).
- (c) Must obtain all necessary permits (health, business, etc).
- (d) Must obtain all necessary insurance, i.e. (a) \$1 million public liability insurance to protect Town and Vendor, (b) \$100,000 of property damage insurance and (c) Workman's Comp Insurance as required by law.
- (e) Must keep restrooms clean and stocked while concession stand is operating as required by law.
- (f) Must keep concessions stands in clean and healthy condition as required by Health Department.
- (g) Must provide some concession equipment, i.e. refrigerator, hot plate, freezer, pretzel cooker, microwave, hot dog cooker, and general kitchen/cooking utensils.
- (h) Menu, as well as prices of food and drinks, must be agreed upon by vendor and Parks and Recreation agent.
- (I) Vehicles must be removed from concession stand area and parked in an approved parking space at least 1 hour prior to the first game of the day.

- vendor and Parks and Recreation agent.
- (i) Vehicles must be removed from concession stand area and parked in an approved parking space at least 1 hour prior to the first game of the day.

12. Miscellaneous.

(a) Merger and Modifications: This instrument constitutes the entire Agreement between the parties and supersedes any and all prior agreements, arrangements, and understandings, whether oral or written, between the parties. All negotiations, correspondence, and memorandums passed between the parties are hereto merged herein and the Agreement cancels and supersedes all prior agreements between the parties reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.

(b) Waiver: No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasions.

(c) Captions and Words: The captions and headings contained herein are solely for convenience and reference and don not constitute a part of this instrument. All words and phrases in this instrument shall be construed to include the singular or plural number, and the masculine, feminine, or neuter gender, as the context requires.

(d) Binding Effect: This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.

(e) North Carolina Law: This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.

(f) Notices: All notices under this agreement shall be in writing. Unless delivered Personally, all notices shall be given by certified mail, postage prepaid, return receipt requested addressed to the appropriate addresses noted herein or as otherwise known.

(g) Two Originals: This instrument may be executed in two (2) or more counterparts as the parties desire, and each counterpart shall constitute an original.

(h) Follow Through: Each part shall will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.

(i) Authority: Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.

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

TOWN OF SMITHFIELD
Carolina Municipal Corporation
By:

Jeff Hales

Parks/Recreation Director

**Concessionaire Bid Form
for the Smithfield Community Park
and Smithfield Civitan Field**

NAME OF BIDDER(S): Jeff Hales

ADDRESS: 5138 US 301 S
Four Oaks NC 27524

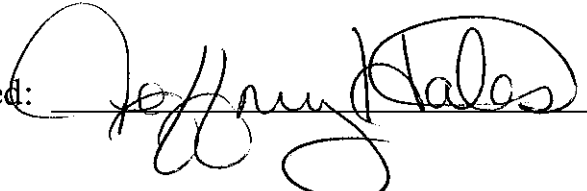
TELEPHONE: HOME 919-963-9623 (Don't answer most of time)

CELL 919-796-9623

WORK 919-796-9623

My / our bid amount for the opportunity to operate the concession stands at the Smithfield Community Park and the Smithfield Civitan Field for the calendar years of 2017 and 2018 is:

\$ 4,500 per year

Signed:  Date: 1-17-17

**Concessionaire Bid Form
for the Smithfield Community Park
and Smithfield Civitan Field**

NAME OF BIDDER(S): John & Alicia Barefoot
ADDRESS: Po Box 175
Smithfield, NC 27577
TELEPHONE: HOME 252-363-8245
CELL 252-363-8550
WORK _____

My / our bid amount for the opportunity to operate the concession stands at the Smithfield Community Park and the Smithfield Civitan Field for the calendar years of 2017 and 2018 is:

\$ 4500 per year

Signed: Alicia Barefoot Date: 1-20-17



Request for City Council Action

**Consent
Agenda
Item:** Purchase of
Generator
Date: 2/7/17

Subject: Purchase of New Generator

Department: Public Utilities

Presented by: Ted Credle

Presentation: No

Issue Statement

The purchase of a new generator for the Operations Center was approved by Town Council for the FY 2016-217 budget year. This generator was quoted by vendors.

Financial Impact

None – Approved in FY 2016-2017 budget

The capital project budget was approved as \$60,000

Action Needed

Approve purchase of a new generator

Recommendation

Staff recommends the approval of the purchase of the new generator from McClung's Electric for the price of \$46,000.

Approved: City Manager City Attorney

Attachments:

Price quote/documentation from McClung's Electric

Price quote/documentation from Caterpillar

Price quote/documentation from Cummins Electric



Staff Report

**Consent Purchase
Agenda of
Item: Generator**

As part of the approved budget for the present fiscal year (2016-2017), the Town Council approved funding to purchase a new generator at the operations center for the Public Utilities Department.

The quoted generator is under the approved budget and will fit Town needs. The proposed price includes installation.

Proposal

McCLUNG'S ELECTRIC & PLUMBING CO.

1533 Pine Level-Selma Road
Selma, NC 27576
Phone 965-9428

PROPOSAL SUBMITTED TO <i>Town of Smithfield</i>		PHONE	DATE <i>11-30-16</i>
STREET		JOB NAME <i>80 Kw Generator</i>	
CITY, STATE AND ZIP CODE		JOB LOCATION <i>Operations Center</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

1) Furnish one 80 Kw 120/240 volt 3Ø Kohler generator
 Out put Amps 250 \$ 37,800.⁰⁰

2) Furnish one 800 Amp 3Ø Automatic transfer switch

3) wire Generator & Transfer switch \$ 8,200.⁰⁰

* This price includes complete Installation & concrete pad.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Forty-Six Thousand Dollars & ⁰⁰/₁₀₀ dollars (\$ *46,000.⁰⁰*).
 Payment to be made as follows:

All material is guaranteed to be as specified. 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. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Keith McClung*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____ 37

Reference: **McClung Electrical**
Attention: **Electrical Contractor**

We are pleased to offer the following quotation.

Qty: 1 **KOHLER** Model 80REOZIF Emergency Stationary Diesel Engine Driven Generator System
rated 83 kW, 104 KVA @ 0.8 PF, 120/240 VAC, 3Ø/4W, 60 Hz
This diesel generator set is equipped with a 4R9X alternator operating at 120/240 volts
which is rated for 83 kW/104 KVA. Output amperage: 250

To include:

ENGINE/FUEL SYSTEM

- John Deere / Diesel Fueled Engine

UNIT ACCESSORIES

- Housing – Weather resistant enclosure
- Stainless steel flexible exhaust connector, critical grade exhaust silencer, Tail pipe and rain cap

COOLING SYSTEM ACCESSORIES

- Unit mounted radiator – 50°C ambient capability
- Engine block heater – 1.5kW, 120V/1Ø/60 Hz

FUEL SYSTEM ACCESSORIES

- U. L. 142 listed, Flexible fuel lines
- Sub-base fuel tank – 24 hour run time, double wall construction, 209 gallon capacity
- Leak detection monitor, Mushroom vent, Emergency vent, Fuel level gauge, Low fuel level alarm

GENERATOR ACCESSORIES

- Main Line Circuit Breaker – 250 Amp/3Pole, 100% rated (Thermal/Magnetic), installed on generator
- Voltage regulator +/- 0.5%

ENGINE ELECTRICAL ACCESSORIES

- Electronic/Isochronous governor
- Battery rack, cables and starting battery system – lead acid
- Battery charger – Automatic float, 6 amps

KOHLER DEC 3000 MICROPROCESSOR CONTROL

◦ NFPA 110 compliant

- More information on this controller can be found at

<http://www.kohlerpower.com/industrial/detail.htm?categoryNumber=12161§ionNumber=13261&productId=306161>

CONTROLLER ACCESSORIES

- Engine run relay

ADDITIONAL ACCESSORIES

- U. L. 2200 listed
 - Vibration isolators – standard between engine/generator and skid base
 - 3 Sets of owners/operators manuals
 - 1 Year Kohler standard warranty
-

AUTOMATIC TRANSFER SWITCH

Qty: 1 KOHLER Model: KEP-DFTC-0800S-NK 'SERVICE ENTRANCE' rated Automatic Transfer Switch: 120/240 VAC, **800 Amps**, 3Ø/4W, **3 Pole**, NEMA 3R enclosure, with standard features and the accessories listed below:

- MPAC-1500 Control,
 - Plant exerciser with load/no load selector
 - 1 Year Kohler standard warranty
-

DISTRIBUTOR SITE WORK

- System checkout and start up service after installation is complete**
- Operator training at time of start-up
- System load testing utilizing portable load banks – 4 hours

** Standard factory recommended start-up testing is provided. No third party or factory component level duplicate testing, including but not limited to, NETA testing and infrared scanning is included in the quoted price unless specifically listed.

If required, these tests are to be provided by others or at an additional cost which is not included in this proposal.

Rodney Johnson

From: Duncan M Leach <duncan.m.leach@cummins.com>
Sent: Wednesday, November 09, 2016 3:49 PM
To: Rodney Johnson
Subject: Smithfield Op Center - QUOTE
Attachments: Smithfield Op Center- QUOTE.pdf

Rodney,

Attached is the quote you have requested.

Please do not hesitate to contact me with any questions.

Thanks,
Duncan M. Leach
Territory Manager – Power Generation, South Region

Cummins Sales and Service
350 Cummins Drive
Kenly, NC 27542

Cell 919-906-4906
salesandservice.cummins.com
duncan.m.leach@cummins.com

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*Serving the Carolinas, Georgia, Florida, Tennessee, Virginia & Puerto Rico, with
Branches in:*

Charlotte, Greensboro, Kenly, Spartanburg, Columbia, Charleston, Myrtle Beach,
Roanoke, Richmond, Chesapeake, Winchester, Manassas, Knoxville, Nashville,
Chattanooga, Gainesville, Atlanta, Augusta, Savannah, Albany, Tallahassee,
Jacksonville, Ocala, Orlando, Tampa, Ft. Myers, West Palm Beach, Miami Lakes, P.R.

From: Cummins Atlantic
Duncan Leach (919) 906-4906
To: Town of Smithfield – Rodney Johnson
RE: Smithfield Operations Center New Gen Set Installation

Date: November 9, 2016
Rev. 0

**One (1) Cummins Power Generation Propane Gen-set model C80D6 rated 80 KW,
Standby, 120/208VAC, 3 Phase, 4 wire, 60 hertz, with the following options:**

- EPA emission Tier 3 Certified
- Power Command Control Panel
- IBC Seismic Certified

Alternator

- Alternator, 120 deg C, PMG
- Electronic / isochronous governor

Cooling System

- Unit mounted radiator High Ambient Air Temperature
- Jacket water heater, 120 VAC single phase
- Low Coolant Warning

Starting System

- 6 Amp Battery Charger
- 12 VDC Lead Acid Battery

Enclosure

- Aluminum Weather Protective Enclosure
- Onan Green Color
- Standard Construction = 82db(A) @ 7m
- 180 MPH Wind Rated
- Hinged Doors with stainless hardware
- Internal Silencer
- Oil and Coolant drain extensions

Circuit Breaker

- 400 Amp, 600V, UL, 3 pole

Fuel System

- UL 142 639/625 Usable Gallon Sub-base Fuel Tank = 72hrs @ Full Load – 7.3 GPH
- Low Fuel & Rupture in Basin Alarms
- Spill/Fill Containment & Normal Vent Extension



Automatic Transfer Switch

- (1) ASCO Service Entrance Rated Automatic Transfer Switch, 400 Amp, Closed Transition, 208 volt, 3 phase, 3 pole, 60 hertz, furnished in a NEMA 3R enclosure.

Start up, Testing & Close Out

- Start up and Alarm verification with a factory trained technician
- 4 hour resistive load bank



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Branches in:

Charlotte, Greensboro, Kenly, Spartanburg, Columbia, Charleston, Myrtle Beach,
Roanoke, Richmond, Chesapeake, Winchester, Manassas, Knoxville, Nashville,
Chattanooga, Gainesville, Atlanta, Augusta, Savannah, Albany, Tallahassee,
Jacksonville, Ocala, Orlando, Tampa, Ft. Myers, West Palm Beach, Miami Lakes, P.R.

- > Building Load & Transfer Test
- > Owner Training

Warranty

- > Gen Set - 5 Year / 1500 Hour Factory Warranty
- > ATS - 5 Year Factory Warranty

Delivery

- > FOB factory with freight allowed to the job site
- > Current Lead Time Gen Set = 5 Weeks – ATS = 12 Weeks

On Lot of Labor & Materials to Install the above Equipment with the following operations:

- > Form & Pour New Concrete Pad for New Cummins Gen Set, Adjacent to Power Pole & Inside Chain link Fence as Discussed
- > Set New Cummins Gen Set & Bolt to Pad
- > Fabricate & Install Rack for New 400 Amp ATS, Mount ATS
- > Install & Provide New 400 Amp Gen Set Feeder from New Gen Set to New ATS
- > Rework Existing Service, Splitting Grounds & Neutrals for Code Compliance
- > Install a Dedicated Circuit from an Existing Electrical Panel for the Coolant Heater & Battery Charger

> Net Project Price.....~~!\$70,350.00~~ + tax

Adders:

- | | |
|---|------------|
| 1. Change Gen Set Enclosure from Std. to Level 2 = 72dB(A) @ 7m | \$2,150.00 |
| 2. Add Reverse Power Relay to ATS | \$7,935.00 |

Deduct:

- | | |
|-------------------------------------|---------------------|
| 1. Change Gen Set from 80kW to 60kW | (<u>\$850.00</u>) |
|-------------------------------------|---------------------|

Notes & Clarifications:

1. Project Quoted w/o Plans or Specifications. Quotation is Based on Site Observations & Conversations.
2. Work will be Done Monday – Friday 7am – 3:30pm. One Power Outage of hrs will be Required. This will be Scheduled at the Convenience of The Town of Smithfield.
3. Testing of the System will be Scheduled with The Town of Smithfield. There will be Several Power Interruptions to Complete the Testing.
4. All Fuel will be the Responsibility of The Town of Smithfield.
5. The Site will be Cleaned up & Left in the Same Condition as Found.
6. Engineered Drawings are not Included.



Serving the Carolinas, Georgia, Florida, Tennessee, Virginia & Puerto Rico, with
Branches in:

Charlotte, Greensboro, Kenly, Spartanburg, Columbia, Charleston, Myrtle Beach,
Roanoke, Richmond, Chesapeake, Winchester, Manassas, Knoxville, Nashville,
Chattanooga, Gainesville, Atlanta, Augusta, Savannah, Albany, Tallahassee,
Jacksonville, Ocala, Orlando, Tampa, Ft. Myers, West Palm Beach, Miami Lakes, P.R.

Terms and Conditions

1. **Payment** - Terms are Net 30 Days at the time of shipment, based upon Cummins Atlantic's credit department approval, otherwise terms are C.O.D. Payment of invoice must be made in full prior to placing the equipment into service
2. **Retainage** - Retainage withheld on projects is not acceptable nor binding on Cummins Atlantic, unless accepted and confirmed in writing by an officer of Cummins Atlantic prior to order acceptance or shipment.
3. **Sales Tax** - Prices are quoted less any sales tax. Applicable sales tax will be added to our invoice. Resale tax certificates must be on file with Cummins Atlantic's credit department for tax-exempt sales, prior to invoicing.
4. **Warranty** - Cummins standard manufacturer's warranty applies as specified in our proposal. All buy out items not manufactured by Cummins, Inc. will be covered by the manufacturers' standard warranty provisions. Copies of non-Cummins manufactured equipment warranties are available upon request.
5. **Cancellation** - Cancellation charges may apply for orders cancelled, once placed and accepted by Cummins Atlantic. Cost of custom components, completed fabrication, or any other work performed will be added to the cancellation fee.
6. Cummins Atlantic is an equipment supplier only. No fuel, wiring, connecting, installation, plumbing or other type of installation type labor is included in this proposal, unless specifically noted herein.
7. The customer is responsible for any and all installation of the above equipment, unless specifically noted herein. Cummins Atlantic personnel will perform an installation audit prior to the start-up being completed. Any issues identified by the installation audit shall be corrected at the purchaser's expense prior to the start-up being accomplished.
8. All equipment required to perform any loading or unloading of the proposed equipment at the jobsite is the responsibility of the purchaser.
9. Cummins Atlantic limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Equipment that is not specifically listed in our bill of material is to be provided by others. We have carefully detailed the equipment proposed in our bill of material. Please carefully review it to be certain it meets your requirements.
10. We reserve the right to correct any errors and omissions in our proposal.
11. Contracts which include liquidated damages or penalty clauses for failure to meet promised shipping dates are not acceptable or binding on Cummins Atlantic, unless accepted and confirmed in writing by an officer of Cummins Atlantic.
12. Cummins Atlantic standard terms and conditions are included in this quotation and hereby become part of any subsequent purchase order. These same terms and conditions need to be noted on any purchase order received by Cummins Atlantic.
13. Cummins Atlantic will not be responsible for any labor or materials charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by Cummins Atlantic.
14. Quote is valid for 60 days from quote date.

I hereby accept and agree to the terms and conditions stated above and accept the proposal as quoted:

BY: _____

DATE: _____

Rodney Johnson

From: Rouse, Kelby <kelby.rouse@gregpoole.com>
Sent: Wednesday, September 21, 2016 10:53 AM
To: Rodney Johnson
Subject: Generator Pricing - Ops Center
Attachments: Town of Smithfield Ops Ctr 80kW Genset Quote KR16-30181222.pdf; Smithfield 80kW Enclosure Spec Sheets.pdf; Smithfield 60kW LC Enclosure Spec Sheets.pdf

Rodney,

Attached is pricing for a generator to back up your operations center. I quoted our standard 80kW generator with a closed transition (NOT SE Rated) transfer switch.

I also gave a pricing deduct on our 60kW generator, but the enclosure on that unit is a little different. I just wanted you to know, because it doesn't look like other units (but it is about \$5K less between the smaller 60kW gen and the enclosure). I have attached the spec sheets for both enclosures.

I gave an ADDER to go with a Service Entrance Rated transfer switch in case you want to go that option.

Please let me know if you have any questions or need any additional information. I'll be happy to stop back by if that will help and meet with you or anyone else.

Thanks,

Kelby Rouse
Sr. Sales Engineer – Electric Power Generation
Gregory Poole Equipment Company
3201 Integrity Drive | Garner, NC 27529
919-755-7006 (Direct Line) | 919-890-4334 (Fax) | 919-632-9616 (Mobile)
kelby.rouse@gregpoole.com
Visit our website at www.gregorypoole.com/power





3201 Integrity Drive
Garner, North Carolina 27529

Telephone (919) 755-7006
Fax (919) 890-4334 Page 1 of 4

Project Name: Town of Smithfield Operations Center – 80kW Diesel Generator

<p>All Bidders Date Issued: September 20, 2016 Payment Terms: Net Thirty (30) Days. 100% billed upon delivery of equipment to site Quote Number: KR16-30181222-1</p>	<p>Deliver To: All Bidders Delivery Terms: F.O.B. Factory, Freight Allowed Expected Time for Submittals: 1 week Expected Delivery After Approved Submittals: 8-11 weeks</p>
--	--

GENERATOR BILL OF MATERIALS

One (1) CATERPILLAR Diesel Fueled Packaged Generator Set Model D80 with Brushless Generator, 80 kW Standby at 0.8 P.F., 120/240 Volt, 3 Phase, 60 Hertz at 1800 RPM.

Includes the Following Attachments and Accessories:

- UL 2200 Approved and Labeled for Packaged Engine-Generator Sets
- EPA Rated Tier III Certified, Stationary Emergency
- Formed Steel Base and Vibration Isolators
- Isochronous Electronic Governor
- Adjustable Voltage Regulator
- CAT Generator featuring Self Excitation and Anti-Condensation Strip Heater
- Gen Run Relay
- Common Alarm/Shutdown Relay
- Engine Mounted Radiator with Blower Fan
- Jacket Water Heater, 1kW, 120VAC
- Lube Oil and Antifreeze
- 209-Gallon Sub-Base Diesel Fuel Tank. UL142 Double Walled
 - Low Fuel Alarm, Leak Detection Alarm
 - Provides 24 hr Runtime at 100% load
- Electric Starting System, 12 Volt DC
- Heavy-Duty Lead Acid Batteries
- Battery Trays and Cables
- 45-Amp Battery Charging Alternator
- NFPA 110 Compliant 10-Amp Dual Rate Battery Charger, 110VAC. Installed Inside Genset Enclosure
- Air Filter System with Replaceable Element
- **Sound Attenuated, Weatherproof Enclosure** with Doors and Locks
 - o Super Critical Grade Exhaust Silencer with Stainless Steel Flexible Exhaust Fitting – Mounted Inside of Weatherproof Generator Enclosure
- Generator Control Panel, Cat EMCP 4.2 (digital), generator mounted, Nema1, with the following:
 - o Panel illumination light group- Engine, Oil, and Coolant Temp.
 - o Battery System ammeter and fuel oil pressure gauge
 - o Running time meter; AC Ammeter, Voltmeter, Frequency Meter
 - o Phase Selector switch; Voltage adjust rheostat
 - o Engine automatic cranking system with control selector switch and cycle crank
 - o Engine fault indicating system with failure lights for low oil pressure, high water temp, overspeed, overcrank, and low water level
 - o Communications: J1939 (primary and Accessory Data Link), Modbus RTU (1/2 Duplex) Customer Communication



3201 Integrity Drive
Garner, North Carolina 27529

Telephone (919) 755-7006
Fax (919) 890-4334 Page 2 of 4

CIRCUIT BREAKER:

- One (1) Molded Case **Circuit Breaker, 250 Amp (Adjustable Trip), Generator Mounted**

AUTOMATIC TRANSFER SWITCH:

- * One (1) **400 Amp, CLOSED Transition, 3-Pole, Nema-3R Outdoor Enclosure**
 - o **NON SE Rated** (Please see adder for SE RATED ATS)

Tests:

- Factory Standard, **Certified at 0.8 Power Factor**
- On-Site: Standard Site Load Startup Service Procedures Performed During Our Normal Business Hours (No Fuel Included)
- On-Site: One (1) Hour Building Site Load Testing Performed During Our Normal Business Hours (No Fuel Included)
- Three (3) Operation and Maintenance Manuals
- Owner/Operator Training at Time of Startup
- Two (2) Year Standby Warranty, Covers Parts, Labor and Travel
- Freight to Jobsite

* ***Related Items Not Included*:**

- Unloading equipment at the jobsite
- Setting In Place
- * Installation of the Equipment (Including shipped loose accessories)
- Wiring terminations or splice kits. (Including control wires)
- Coordination Studies for Relays or Breakers or Relay Calibration/Setting/Testing
- Initial fill of Fuel and fuel for startup and testing
- On site Pressure testing of the fuel tank. (If Required)
- All non UL 142 or UL 2085 signage and site specific labeling by others
- Infrared Scanning of equipment supplied above
- NETA / Independent Testing
- Any Applicable Taxes

NET PRICE, 80kW GENERATOR & ATS, F.O.B. Jobsite.....	\$39,910.00
---	--------------------

Notes and Comments:

- Not Quoted to any Drawings or written specifications
- Sizing determined based on power bills
- IF 60kW generator is acceptable, please DEDUCT \$5,200.00 for D60LC
- For SE Rated ATS, **PLEASE ADD \$3,660.00**

39,910
~~3,660~~
 43,570
 Not Installed



Request for City Council Action

Consent **Purchase of**
Agenda **Chemical**
Item: **Tanks**
Date: 2/7/17

Subject: Purchase of New Chemical Tanks

Department: Public Utilities

Presented by: Ted Credle

Presentation: No

Issue Statement

The purchase of new chemical tanks (alum & caustic) was approved by Town Council for this years' budget and was quoted by vendors.

Financial Impact

None – Approved in FY 2016-2017 budget

The capital project budget was approved as \$65,000

Action Needed

Approve purchase of new chemical tanks

Recommendation

Staff recommends the approval of the purchase of the new tanks from Protectoplas Company for the proposed price of \$22,135.32

Approved: City Manager City Attorney

Attachments:

Price quote/documentation from Protectoplas Company
Price quote/documentation from Augusta Fiberglass
Price quote/documentation from USA Bluebook



Staff Report

**Consent
Agenda
Item:** **Purchase
of
Chemical
Tanks**

As part of the approved budget for the present fiscal year (2016-2017), the Town Council approved funding to purchase two (2) new chemical tanks for the Water Plant in Public Utilities.

The quoted tanks are under the approved budget and will fit Town needs. We will use the remaining funds in the project line item to pay for installation.

PROTECTOPLAS COMPANY

DIVISION OF EBCO, INC.
 3500 CRANE CENTER DRIVE STREETSBORO
 OHIO 44241 USA

TELEPHONE: 800.525.2661 & 330.562.8265 FAX: 330.562.2560

QUOTATION

QUOTE #: 2517-118

FOB: STREETSBORO, OH

SMITHFIELD WATER TREATMENT

Dale Boyette

TO: 515 north 2nd st.
 smithfield, NC 27577

SALES REP: TO

DATE: 1/11/2017	TERMS: TBD	DELIVERY:
-----------------	------------	-----------

QTY.	DESCRIPTION
1	10500 GALLON VERTICAL TANK. TANK IS ONE PIECE MOLDED OF HIGH DENSITY POLYETHYLENE TYPE II, FLAT BOTTOM, VERTICAL, DOMED TOP NOM DIMENSIONS OF 142 IN DIA X 177 IN OVERALL HEIGHT. TANK IS DESIGNED FOR CONTENTS UP TO 1.8 SPECIFIC GRAVITY @ 73 DEG F. DESIGN PER ASTM D-1998-06 USING 600 PSI HOOP STRENGTH. COLOR: NATURAL TANK INCLUDES 1 - MOLDED CALIBRATED GAUGE STRIP 4 - MOLDED COMBO LIFT / HOLD DOWN LUGS
2	2 IN RAISED FACE WELDED FLANGE NOZZLE GUSSETED IN (4) PLACES 150LB BOLT SPACING
1	2 IN RAISED FACE WELDED FLANGE NOZZLE GUSSETED IN (4) PLACES 150LB BOLT SPACING WITH REPAD
1	3 IN HDPE WELDED VENT
1	2 IN HDPE THREADED FULL COUPLING COLOR: NATURAL
1	24 IN BOLTED AND GASKETED TOP ACCESS

LEAD TIME: 4 TO 6 WEEKS FROM DRAWING APPROVAL	SUBTOTAL
This Protectoplas product is warranted for a period of one (1) year against defects in materials and workmanship only. This warranty is expressly limited to repair or replacement of the product. WARRANTY IS VOID IF PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH THIS PRODUCT IS MANUFACTURED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. PRODUCTS ARE NOT PRESSURE RATED OR FOR USE UNDERGROUND. CUSTOMER SOLELY RESPONSIBLE FOR DETERMINING COMPATIBILITY OF MATERIALS USED WITH OR STORED WITHIN PRODUCT. WARRANTY VOID IF PROPER INSTALLATION/MAINTENANCE PROTOCOLS AND/OR PRODUCT WARNING LABEL LIMITATIONS ARE NOT OBSERVED. All issues to be governed by the laws of the State of Ohio and any disputes are subject solely to the jurisdiction of the courts within the State of Ohio.	SALES TAX (0.0%)
	TOTAL

PROTECTOPLAS COMPANY

DIVISION OF EBCO, INC.
 3500 CRANE CENTER DRIVE STREETSBORO
 OHIO 44241 USA

TELEPHONE: 800.525.2661 & 330.562.8265 FAX: 330.562.2560

QUOTATION

QUOTE #: 2517-118

FOB: STREETSBORO, OH

SMITHFIELD WATER TREATMENT

Dale Boyette
 TO: 515 north 2nd st.
 smithfield, NC 27577

SALES REP: TO

DATE: 1/11/2017	TERMS: TBD	DELIVERY:
-----------------	------------	-----------

QTY.	DESCRIPTION
1	10500 GALLON VERTICAL TANK. TANK IS ONE PIECE MOLDED OF HIGH DENSITY POLYETHYLENE TYPE II, FLAT BOTTOM, VERTICAL, DOMED TOP HEAVY WALLED. NOM. DIMENSIONS OF 142 IN DIA X 177 IN OVERALL HEIGHT. TANK IS DESIGNED FOR CONTENTS UP TO 1.9 SPECIFIC GRAVITY @ 73 DEG F. DESIGN PER ASTM D-1998-06 USING 600 PSI HOOP STRENGTH. COLOR: NATURAL TANK INCLUDES: 1 - MOLDED CALIBRATED GAUGE STRIP 4 - MOLDED COMBO LIFT / HOLD LUGS
2	2 IN RAISED FACE WELDED FLANGE NOZZLE GUSSETED IN (4) PLACES 150LB BOLT SPACING
1	2 IN RAISED FACE WELDED FLANGE NOZZLE GUSSETED IN (4) PLACES 150LB BOLT SPACING WITH REPAD
1	3 IN HDPE WELDED VENT
1	2 IN HDPE THREADED FULL COUPLING COLOR: NATURAL
1	24 IN BOLTED AND GASKETED TOP ACCESS

LEAD TIME: 4 TO 6 WEEKS	FROM DRAWING APPROVAL	SUBTOTAL	\$22,135.32
--------------------------------	------------------------------	-----------------	--------------------

This Protectoplas product is warranted for a period of one (1) year against defects in materials and workmanship only. This warranty is expressly limited to repair or replacement of the product. WARRANTY IS VOID IF PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH THIS PRODUCT IS MANUFACTURED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. PRODUCTS ARE NOT PRESSURE RATED OR FOR USE UNDERGROUND. CUSTOMER SOLELY RESPONSIBLE FOR DETERMINING COMPATIBILITY OF MATERIALS USED WITH OR STORED WITHIN PRODUCT. WARRANTY VOID IF PROPER INSTALLATION/MAINTENANCE PROTOCOLS AND/OR PRODUCT WARNING LABEL LIMITATIONS ARE NOT OBSERVED. All issues to be governed by the laws of the State of Ohio and any disputes are subject solely to the jurisdiction of the courts within the State of Ohio.

SALES TAX (0.0%)	\$0.00
TOTAL	\$22,135.32



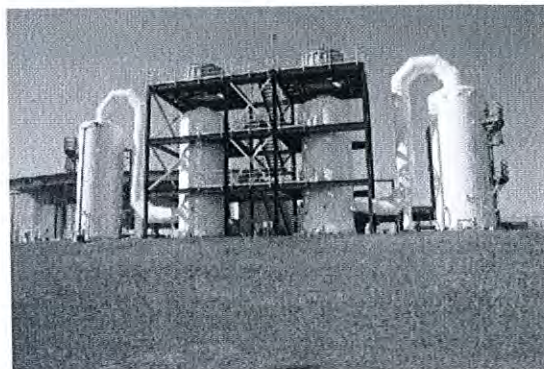
Augusta Fiberglass®

ASME Accredited • Fiberglass Industrial Equipment

86 Lake Cynthia Road • Blackville, South Carolina, 29817 • (803) 284-2246 • FX (803) 284-2309 • www.augustafiberglass.com

January 17, 2017

Town of Smithfield WTP
PO Box 761
Smithfield NC, 27577



ATTENTION: DALE BOYETTE
E-MAIL: dale.boyette@smithfield-nc.com

Phone: 919-934-2661

Subject: Quotation
AFC REF # 82590 (1701 – 75) HN

AUGUSTA FIBERGLASS® is pleased to furnish this quotation per your request.

DESCRIPTION OF QUOTE:

AFC'S QUOTATION IS CONDITIONED UPON THE ATTACHED AUGUSTA FIBERGLASS COMMERCIAL TERMS AND CONDITIONS.

SCOPE OF WORK:

One (1) FRP 10,000 Gallon Aluminum Sulfate Tank, 10' I.D. x 18' Straight Shell Height with Flat Bottom, Dome Top.

Fabrication: Hand Lay-up per NBS PS 15-69, Contact Molded per ASTM D 4097-01 and Filament Wound per ASTM D 3299-10

Resin: Derakane 411 or equal

Thickness: Suitable for hydrostatic pressures

Nozzles, etc.:

- 2 – 2" Flanged Nozzles
- 3 – 4" Flanged Nozzle
- 1 – 24" Side Manway
- 1 – 24" Top Manway
- 2 Carbon Steel Galvanized Lifting Lugs
- 4 Carbon Steel Galvanized Hold Down Lugs
- 1 – 4" V-Vent

Price (Each)..... \$ 14,180.00



SCOPE OF WORK:

One (1) FRP 10,000 Gallon Sodium Hydroxide Tank, 10' I.D. x 18' Straight Shell Height with Flat Bottom, Dome Top.

Fabrication: Hand Lay-up per NBS PS 15-69, Contact Molded per ASTM D 4097-01 and Filament Wound per ASTM D 3299-10

Resin: Derakane 411 or equal

Thickness: Suitable for hydrostatic pressures

Nozzles, etc.:

- 2 – 2" Flanged Nozzles
- 3 – 4" Flanged Nozzle
- 1 – 24" Side Manway
- 1 – 24" Top Manway
- 2 Carbon Steel Galvanized Lifting Lugs
- 4 Carbon Steel Galvanized Hold Down Lugs
- 1 – 4" V-Vent

Price (Each).....\$ 14,720.00

AFC will fabricate items shown above at its Blackville South Carolina facility or its facility in Ocean Springs, Mississippi at Augusta Fiberglass' option.

Estimated Freight to Smithfield, NC is \$1,470.00 and subject to change depending on final nozzle orientation and projections.

NOTES:

1. All fabrication, inspection and tolerances to be upheld to the referenced above industry standard specifications.
2. Bolts and gaskets should be provided by others.
3. Design Conditions:

Temperature	200°F				
Pressure	ATM				
Seismic Zone	Ss: 0.158	S1: 0.077	I: 1.0	Site Class: D	
Wind Zone	108 mph				
Snow Load	15 psf				
Specific Gravity	1.15				
Contents	25% Aluminum Sulfate				
4. Design Conditions:

Temperature	180°F				
Pressure	ATM				
Seismic Zone	Ss: 0.158	S1: 0.077	I: 1.0	Site Class: D	
Wind Zone	108 mph				
Snow Load	15 psf				
Specific Gravity	1.15				
Contents	25% Sodium Hydroxide				



TERMS OF PAYMENT: Net 30 days from date of invoice.

- 25% after first submission of shop approval drawing to customer
- Balance invoiced as items become ready for shipment

A finance charge of 1 ½% per month (18% APR) will be assessed on any balance not paid within 30 days of the invoice date. If it is necessary to place the account into collection proceedings, purchaser shall be responsible for all collection costs including witness's and attorney's fees.

ANY MATERIALS OR FABRICATION NOT LISTED ON OUR QUOTE WILL NOT BE FURNISHED AT THIS PRICE.

PRICE IS F.O.B. POINT OF SHIPMENT

NO TAXES ARE INCLUDED

PRICES WILL BE FIRM FOR 30 DAYS

SCHEDULE:

Drawings: 2 – 3 weeks for approval drawings ARO

Fabrication: 10 – 12 weeks after customer's release of full fabrication drawings

Delivery to be confirmed upon receipt of approved drawings and release for fabrication. Please call if delivery is not acceptable. We will store the completed FRP equipment at our facility for no additional charge for a period of two weeks, after which you will be responsible for a charge of 1 ½% of the purchase order value per month for each FRP equipment which remains in storage. Stored FRP equipment will be invoiced, and payment is required, in accordance with the terms above.

CONTACT INFORMATION:

Thank you for allowing Augusta Fiberglass to provide you with the attached quotation.

If you have any questions or would like to place an order, please call us at 1-800-527-1572. Ask to speak with someone in the sales department and they will assist you in moving your project forward. We are here from 8:00am – 5:00pm (EST), Monday through Friday.

Thanks again and we look forward to hearing from you.

HN/beb



AUGUSTA FIBERGLASS® TERMS AND CONDITIONS

1. **The prices quoted are expressly conditioned upon the terms and conditions in this document. The terms hereinafter stated supersede all other terms, understandings and customs inconsistent with this document.**
 - A. The prices quoted will be effective for a period of thirty (30) days from the date of this quotation. If Augusta Fiberglass (hereinafter "AFC") receives Purchaser's acceptance after the expiration date, the quoted prices, and such acceptance shall only be binding upon AFC by AFC's written confirmation of such prices.
 - B. Prices for undelivered portions of continuing installment orders are subject to change whenever AFC's costs are affected by Federal or State legislation, changes in costs of raw materials and/or labor rates, together with applicable overhead for such costs.

2. **AFC warrants that the goods provided shall be free of defects in its design (if provided by AFC), material and workmanship for a period of one year from the date of shipment.**

THE WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE REMEDY, THE EXCLUSIVE WARRANTY, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR TRADE USAGE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AFC IS NOT LIABLE FOR DEFECTS OR DAMAGE DUE TO NEGLIGENCE (OTHER THAN THAT OF THE SELLER), ACCIDENT, ABUSE, IMPROPER INSTALLATION (OTHER THAN BY AFC) IMPROPER OPERATION, OR MAINTENANCE, OR ABNORMAL CONDITIONS.

AFC SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. AFC'S TOTAL WARRANTY LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS AT AFC'S DISCRETION. AFC SHALL NOT BE RESPONSIBLE FOR COSTS IN EXCESS OF THE PURCHASE PRICE. THIS WARRANTY SHALL ONLY APPLY TO GOODS LOCATED/USED IN THE CONTINENTAL UNITED STATES.

3. AFC shall not be responsible for errors, or defects in the work on account of plans, designs, specifications or drawings furnished by the Purchaser. AFC's quotation is based upon reliance in the accuracy of data supplied by Purchaser.
4. AFC will not recognize claims or make allowances for replacement of materials or correction of AFC's error unless AFC is given notice in writing of such defect at least 10 days prior to the Purchaser incurring any cost or expense on account thereof.
5. AFC shall not be considered in default in the performance of its obligations hereunder if such performance of its obligations is prevented or delayed by an Act of God, Outbreak of Hostilities, War, Revolution, Civil Commotion, Riot, Epidemic, Wind, Flood, Earthquake, any Law Order, Proclamation, Regulation, or Ordinance of any Government or subdivision of Government, delay in delivery of materials, delay of subcontractors, or any other cause, whether similar or different from those listed, which are beyond the reasonable control of the party affected.
6. All goods shall be subject to normal manufacturing variations of Seller and its raw materials supplies such as are recognized in the reinforced plastics industry.
7. In the event of a dispute arising from the manufacture, sale, delivery, or performance of a purchase order and any amendments or additions thereto issued pursuant to the attached bid and any amendments or additions thereto, jurisdiction and venue for such dispute is exclusively vested in the Court of Common Pleas, Barnwell County, South Carolina, and construed exclusively in accordance with the laws of the State of South Carolina.
8. Quotations and sales are F.O.B. Point of Shipment unless otherwise expressly stipulated.



Augusta Fiberglass®

ASME Accredited • Fiberglass Industrial Equipment

86 Lake Cynthia Road • Blackville, South Carolina, 29817 • (803) 284-2246 • FX (803) 284-2309 • www.augustafiberglass.com

Augusta Fiberglass has been a world leader in the design, fabrication, and erection of Fiberglass related products since its inception in 1974. We are an industry leader when it comes to quality, precision craftsmanship, and customer service and are one of only nine distinguished **ASME RTP-1 certified fabricators** in the world. Our product and service offerings include:

- **Tanks**
- **Process equipment**
- **Scrubber Vessels**
- **Stacks, Stack liners**
- **Piping and Ductwork**
- **FRP field fabrication**
- **Field Services**

Our production personnel have the capability to fabricate tanks and other fiberglass vessels of virtually any size or shape to meet your project requirements, either at your plant site or shipped from our facility in Blackville, South Carolina. We also have a sister company, **B&D Plastics**, that specializes in **Dual Laminate Fiberglass** equipment like tanks, scrubber vessels, stacks, pipes and ductwork – located in Ocean Springs, MS. To complement our tank portfolio, we offer industrial grade polyethylene day and storage tanks to complete your storage needs.

Augusta Fiberglass is a full service provider with experienced field engineers and trained field technicians ready to support your projects with the following field services:

- **Emergency response service**
- **Field Fabrication or Installations**
- **Scheduled and Unscheduled Shutdowns**
- **Routine Maintenance and General Repairs**
- **Field Modification**



Please visit our web sites at www.augustafiberglass.com and www.bdplastics.com for a complete description of our full line of products and service capabilities. Or contact us directly at 800-527-1572.

QUOTATION
HDSFM
D/B/A USABLUBOOK
PO Box 9004
Gurnee, IL 60031-9004
Toll free: 1-800-548-1234
Fax: (847) 689-3030

NO. 858470

Page 1

12/29/16

Ship-to: 3
SMITHFIELD, TOWN OF OPR CENTER

Bill-to: 84483
SMITHFIELD TOWN OF

515 N 2ND ST
SMITHFIELD NC 27577-3994
USA

PO BOX 761
SMITHFIELD NC 27577
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
TA 2375	01/15/17	GNC	NET 30	44	FXD/PPD	VENDOR'S CHOICE

QUOTED BY: JMI | QUOTED TO: DALE BOYETTE

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
0554-5330	5330000N45;10500 GALLON VERTICAL BULK 1.9SG TRANSLUCE ONE TANK FOR CAUSTIC, ONE TANK FOR ALUM	2	EA	12750.00	EA	25500.00
0554-0000	00000176;OPTIONAL TANK PACKAGING FOR ALUM TANK	2	EA	229.00	EA	458.00
60040	Bulkhead Fitting (Installed) 2 PVC/EPDM SOC x THRD OVER FLOW	3	EA	89.00	EA	267.00
0554-3420	342084;PVC 2" SELF-ALIGNING BULK HEAS FITTING	1	EA	320.00	EA	320.00
0554-3470	34700378;EXTERNAL DOWN PIPE ASSEMBLY TANK SUPPORT EPDM	1	EA	255.00	EA	255.00
60040	FOR CAUSTIC TANK Bulkhead Fitting (Installed) 2 PVC/EPDM SOC x THRD	3	EA	89.00	EA	267.00
0554-3420	OVER FLOW 342084;2" PVC SELF-ALIGNING BULKHEAD FITING	1	EA	299.00	EA	299.00
0554-3470	34700378;2" PCV EXTERNAL DOWN PIPE ASS'Y EPDM	1	EA	243.00	EA	243.00
PLEASE ALLOW 5-6 WEEKS FOR DELIVERY AFTER DRAWING APPROVAL A.R.O.						
TO PLACE AN ORDER FOR A CUSTOM TANK:						

CONTINUED

QUOTATION
HDSFM
D/B/A USABUEBOOK
PO Box 9004
Gurnee, IL 60031-9004
Toll free: 1-800-548-1234
Fax: (847) 689-3030

NO. 858470

Page 2

12/29/16

Ship-to: 3
SMITHFIELD, TOWN OF OPR CENTER

Bill-to: 84483
SMITHFIELD TOWN OF

515 N 2ND ST
SMITHFIELD NC 27577-3994
USA

PO BOX 761
SMITHFIELD NC 27577
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
TA 2375	01/15/17	GNC	NET 30	44	FXD/PPD	VENDOR'S CHOICE

QUOTED BY: JMI | QUOTED TO: DALE BOYETTE

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
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1. FAX A SIGNED COPY OF THE QUOTE AND PURCHASE ORDER. (IF REQUIRED) TO 847-689-3030.
2. ALSO, INCLUDE A SIGNED COPY OF THE TANK DRAWING WITH ALL DESIRED FITTING LOCATIONS AND ANY OTHER CHANGES THAT NEED TO BE MADE.
3. IN SOME INSTANCES A MANUFACTURER'S CAD DRAWING MUST BE APPROVED. IN THIS CASE THE CAD DRAWING MUST BE REVIEWED AND APPROVED BEFORE TANK MANUFACTURING BEGINS. CAD DRAWINGS GENERALLY TAKE 1-2 WEEKS TO COMPLETE.
4. CUSTOM TANKS WILL NOT BE SENT TO PRODUCTION UNTIL A SIGNED DRAWING HAS BEEN RECEIVED.
5. THE CUSTOMER IS RESPONSIBLE FOR OFFLOADING UPON DELIVERY THE APPROXIMATE WEIGHT OF TANK IS 2500 POUNDS.
6. THE CUSTOMER IS RESPONSIBLE FOR THOROUGHLY INSPECTING THE TANK BEFORE UNLOADING. IF DAMAGED REJECT THE SHIPMENT.

Any quoted item(s) without a 5 digit stock # is not normally stocked by USABueBook and is not normally returnable for credit UNLESS it is determined to be defective and covered under the vendor's warranty. With this in mind, please carefully review this quote BEFORE ordering to be certain it is appropriate for your application. This quote and all sales by HD Supply Facilities Maintenance, Ltd. d/b/aUSABueBook shall be governed exclusively by the Terms of Sale available at hdsupplysolutions.com/terms.

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

CONTINUED

QUOTATION
 HDSFM
 D/B/A USABLUEBOOK
 PO Box 9004
 Gurnee, IL 60031-9004
 Toll free: 1-800-548-1234
 Fax: (847) 689-3030

NO. 858470
 Page 3
 12/29/16

Ship-to: 3
 SMITHFIELD, TOWN OF OPR CENTER

 515 N 2ND ST
 SMITHFIELD NC 27577-3994
 USA

Bill-to: 84483
 SMITHFIELD TOWN OF

 PO BOX 761
 SMITHFIELD NC 27577
 USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
TA 2375	01/15/17	GNC	NET 30	44	FXD/PPD	VENDOR'S CHOICE

QUOTED BY: JMI | QUOTED TO: DALE BOYETTE

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
------	-------------	----------	----	-------	----	-----------

TO ORDER --

For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook.

 Authorization Signature

 PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
27609.00	.00	.00	2000.00	29609.00

USE THIS QUOTE # ON PO's!



Request for City Council Action

Consent **Career**
Agenda **Ladder**
Item: **Promotion**
Date: 2/7/17

Subject: Career Ladder Promotion

Department: Public Utilities

Presented by: Ted Credle

Presentation: No

Issue Statement

Approval of a career ladder promotion for an employee at the water plant.

Financial Impact

None – Approved in FY 2016-2017 budget

Action Needed

Approve a career ladder promotion for an employee at the water plant.

Recommendation

Staff recommends the approval of the promotion

Approved: City Manager City Attorney

Attachments:

Copy of Employee Certification



Staff Report

**Consent Career
Agenda Ladder
Item: Promotion**

In keeping with stated Town goals of retaining highly qualified employees, the Council has approved a career ladder within the Water Plant for employees to advance their career and become a more highly valued employee.

The Employee attended training in September of 2016. By State law, he took his certification test at least 30 days after the training school was completed and only after he had worked as a Water Operator I for a minimum of 12 months.

This employee has followed the career ladder previously approved by the Council and obtained his certification on October 27, 2016. This career ladder increase will promote the employee from Water Plant Operator I (Grade 12) to Water Plant Operator II (Grade 13).



WATER TREATMENT PLANT CAREER LADDER

TITLE	PAY GRADE	EXPERIENCE/QUALIFICATION
Water Plant Trainee	Pay Grade 11	Beginner
Water Plant Operator I	Pay Grade 12	"C" Certification & 6 months
Water Plant Operator II	Pay Grade 13	"B" Certification & 18 months
Water Plant Operator III	Pay Grade 14	"A" Certification & 30 months
Water Plant Mechanic/Operator	Pay Grade 13	(As Vacancies arise)
Chief Water Plant Operator	Pay Grade 20	(As Vacancies arise)
Water Plant Chemist	Pay Grade 20	(As Vacancies arise)
Water Plant Supervisor	Pay Grade 22	(As Vacancies arise)

EXPLANATION OF ELIGIBILITY FOR CAREER LADDER POSITIONS:

Water Plant Trainee: is the title given to a worker who is coming on board with little, or no, experience. This is granted to someone looking to begin their career in the Water Plant Division. This individual will have no certification and 0-12 months experience. This title has been given the pay grade of 11.

Water Plant Operator I: is the title given to a worker who has obtained the first level of certification, the completion of "Operator C" licensure. This certification will only be granted by the State of North Carolina after the candidate has a minimum of 6 months of work experience, has attended the appropriate training class, and has successfully passed the required, written exam. This title has been given the pay grade of 12.

Water Plant Operator II: is the title given to a worker who has obtained the second level of certification, the completion of "Operator B" licensure. This certification will only be granted by the State of North Carolina after the candidate has obtained the "Operator C" licensure, has a minimum of 18 months of work experience, has attended the appropriate training class, and has successfully passed the written exam. This title has been given the pay grade of 13.

Water Plant Operator III: is the title given to a worker who has obtained the third level of certification, the completion of "Operator A" licensure. This certification will only be granted by the State of North Carolina after the candidate has obtained the "Operator B" licensure, has a minimum of 30 months of work experience, has attended the appropriate training class, and has successfully passed the written exam. This title has been given the pay grade of 14.



Request for City Council Action

**Consent
Agenda
Item:** **Advisory
Board
Appointments**

Date: 02/07/2017

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

Issue Statement

The Town Council is asked to consider the advisory board reappointments and new appointments to the Parks and Recreation Advisory Commission, the Board of Adjustment and the Library Board of Trustees

Financial Impact

N/A

Action Needed

The Town Council is asked to consider and approve the reappointments of Michael Johnson to the Board of Adjustments and Robbie Parker to the Parks and Recreation Advisory Commission. The Town Council is also asked to consider the new appointments of Crystal Roberts to the Library Board of Trustees and Eddie Foye, Jr. to the Parks and Recreation Advisory Commission.

Recommendation

N/A

Approved: City Manager City Attorney

Attachments:

Michael Johnson – Board Application: Board of Adjustment
Robbie Parker – Board Application: Parks and Recreation Advisory Commission
Crystal Roberts – Board Application: Library Board of Trustees Application
Eddie Foye, Jr. – Board Application: Parks and Recreation Advisory Commission



Staff Report

Consent **Advisory**
Agenda **Board**
Item **Appointments**

Current Board vacancies are as follows:

Appearance Commission – 3 positions

Board of Adjustments

- In-Town Member – 1 position

Historic Properties – 4 positions

Library Board of Trustees – 2 positions

Parks and Recreation Advisory Commission

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

Planning Board

- ETJ Alternate – 1 position

Board Appointments/Reappointment

1. Michael Johnson has submitted an application for consideration to be reappointed to a second term on the Board of Adjustment.
2. Robbie Parker has submitted an application for consideration to be reappointed to a fourth term on the Parks and Recreation Advisory Committee.
3. Crystal Roberts has submitted an application for consideration to be appointed to a first term on the Library Board of Trustees.
4. Eddie Foye, Jr. has submitted an application for consideration to be appointed to a first term on the Parks and Recreation Advisory Committee.



Town of Smithfield
Board, Commission, or Committee
Application

Name: Johnson Michael Exum
(Last) (First) (MI)

Home Address: 1004 S. Crescent Drive, Smithfield NC 27577

Business Name & Address:

Telephone Numbers: 919-934-5750 MikeJ76@Aol.com
(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: Great leadership, adaptability and communication skills. Looking forward to the opportunity to serve the town board and the citizens of Smithfield.

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

Recent Job Experiences: Current member of Board of Adjustment.

Civic or Service Organization Experience: Johnston County Realtors Association, Volunteer with Smithfield Fire Department as well as the North Carolina Pest Control Association

Town Boards previously served on and year(s) served: Currently serving on Board of Adjustment, completing my 1st term.

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

Why are you interested in serving on this Board/Commission/Committee? I Serve on the Board to
Give Something back to the Community that has given so much to me and my family!

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Michael Exum Johnson

Signature: Michael Exum Johnson Date: 1-23-17

Return completed for to:

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

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



Town of Smithfield
Board, Commission, or Committee
Application

Name: PARKETZ (Last) ROBBIE (First) (MI)

Home Address: 604 RIVER BIRCH COURT

Business Name & Address:

Telephone Numbers: 919-989-6095 (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:

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

Recent Job Experiences:

Civic or Service Organization Experience:

Town Boards previously served on and year(s) served: RAC (3) TERMS

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

Why are you interested in serving on this Board/Commission/Committee? _____

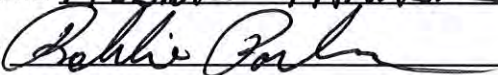
Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: ROBBIE PARKER
Signature:  Date: 1/30/17

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

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



Town of Smithfield
Board, Commission, or Committee
Application

Name: Roberts Crystal Kimpson
(Last) (First) (MI)

Home Address: 109 Heritage Drive

Business Name & Address: Mountaintop Productions Public Relations

Telephone Numbers: 919-989-9503 (Home) (Mobile) crystal.kimpsonroberts@gmail.com (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: Communications and Education
Ambassadorship

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

Recent Job Experiences: I currently run my own p.r. and strategic communications consultancy.

Civic or Service Organization Experience: SSS Advisory Council; Jolo Citizens Association; Jolo NAACP; NC Public Relations Society of America

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

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

Why are you interested in serving on this Board/Commission/Committee? I wish to offer my interest in serving to promote the library's mission and goals through my communications expertise and desire to educate the community at-large about the library's critical role, relevance, and services.

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Crystal Kimpson Roberts

Signature: Crystal Kimpson Roberts

Date: January 28, 2017

Town of Smithfield
Board, Commission, or Committee
Application

Name: Foy James (Eddie) Edward
(Last) (First) (MI)
 Home Address: 809 South Second Street Smithfield NC

Business Name & Address: _____

Telephone Numbers: _____
(Home) (Mobile) Eddie.Foy@gmail.com
(Email)

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

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

Interests & Skills: Sports, Church, Coaching my son's recreation
teams.

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

Recent Job Experiences: Gregory Pade Equipment - Sales Manager
Wilfisk-Advance - Regional Sales Manager

Civic or Service Organization Experience: Cub Scouts - Den leader

Town Boards previously served on and year(s) served: NONE

Please list any other Boards/Commissions/Committees on which you currently serve: NONE

Why are you interested in serving on this Board/Commission/Committee? To help promote recreation throughout the town.

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: James Edward Foy

Signature: James Edward Foy

Date: 1-31-2017

Return completed for to:
Shannan Williams



Staff Report

**Consent
Agenda
Item: Economic
Development
Update**

Date of Meeting: February 07, 2017

Date Prepared: January 27, 2017

Staff Work By: Tim Kerigan, Economic Development Liaison

Update

In August 2016, upon request of Economic Development Liaison Tim Kerigan along with Rocky Lane of Sanford Holshouser, Council approved a Scope of Work with Sanford Holshouser for Implementation of the Strategic Economic Development Update Action Items.

Since that time, the Town has been able to make steady progress on implementing the identified action items **from the Town's Economic Development Strategic Plan that was updated in 2014.**

Please see the attached Implementation Matrix as well as monthly summaries dating back to October 2016.

Going further, at the request of Council, staff will provide similar monthly summary and matrix updates.

Action Requested

No action requested.

SMITHFIELD STRATEGIC PLAN IMPLEMENTATION

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
Develop overall support for the Economic Development Program					
	Develop and increase support for the Town's economic development efforts	Smithfield-Selma Chamber of Commerce			Organization is in transition. Will schedule a meeting with the Economic Development Committee in January for a progress update.
		Commercial Realtors		Maintaining on-going contact with realtors	
		SEDAC		Maintaining on-going contact with SEDAC	
		East Smithfield		Met with Crystal Roberts to discuss collaborative efforts	Follow-up meeting to be scheduled.
		Business Community		Meeting with business community via BRE program	
Existing Business & Industry Support					
	Reestablish the Existing Industry Outreach Program				
	Develop a contact directory of Existing Industries			Initial Directory completed and will be updated regularly	

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Developing an introductory letter to be mailed by January 2017			First batch of letters mailed 19JAN17	
	Schedule visitations			Visitations have begun and will be on-going	Existing industry committee is in the planning process.
	Determine Recognition Activities			Options discussed and being considered	
New Business Recruitment					
	Identify needs of major companies in the County that Smithfield can capitalize on	JCED		Scheduling a meeting with Chris Johnson to discuss approaching existing industries to discuss future needs/opportunities	The needs/opportunities may include sites and/or buildings for vendors and suppliers, and housing needs for employees.
	Attract new business investment and jobs				
Town Image/Gateways					
	Gateways				
	Identify areas for improvement	SEDAC		Meeting to be scheduled to more fully discuss the issue and develop a strategy moving forward	
		East Smithfield-Crystal Roberts Business Community		Follow-up meeting with Crystal Roberts and other members of the community to discuss the issue	

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Conduct a Visioning/Branding process				
		ElectriCities/B business Community/S EDAC/East Smithfield		Met with Brenda Daniels to discuss ElectriCities experience in the support programs that ElectriCities offers	Follow-up meeting scheduled for 22FEB17 with Brenda Daniels and the new VP of Marketing .
Product Development					
	Increase the Town's product inventory	County and SEDAC		Scheduling meeting with Chris Johnson to discuss next steps	Had a conceptual layout developed for a potential industrial park. Strategy developed to move forward on the project.
Downtown Redevelopment					
	Renovation and redevelopment of Downtown properties			Sarah Edwards taking the lead on this project, with the Town providing support	Following up with Sarah Edwards to determine status.
Internal/External Marketing					
	Identify the Economic Development Program Spokesman			Tim Kerigan is the spokesperson for the Economic Development Program	
	Develop a newsletter			Exploring options for newsletter	

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Develop Marketing Materials			Exploring various marketing platforms and pieces, as well as how to fund and produce the items	These items will be discussed during the meeting with Brenda Daniels and the VP of Marketing during the meeting scheduled for 22FEB17.
Johnston Community College	Identify JCC needs that can be translated into economic development activities			Met with Dr. David Johnson to discuss areas of needs and partnership opportunities	Met with Dr. David Johnson to discuss areas of needs and partnership opportunities. Follow-up meetings to be scheduled to develop strategies for each item.
Incentives	Convene a meeting with JCC leadership to discuss opportunities for collaboration	JCC		Best Practices Analysis On-going	
	Review the Town's Incentives to assess the Town's competitiveness				
Retirement Development	Determine interest in advancing this initiative				
Residential Development					

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Assess Housing Stock	Tax Office Planning Department Local Realtors		Tax Office Planning Department Local Realtors	
Retail Development	Expanding the Retail offerings of the Town	ElectriCities		ElectriCities has a retail consulting company as a partner in this area and splits the cost of their services with member communities	The consulting company, Retail Strategies, performs all the functions that were contained in Recommendation Nine of the Strategic Plan Update with the exception of Retail Incentive Analysis. Plus their services include a recruitment component. Further discussion and research into the services offered are on-going.
Public Education					

Smithfield Economic Development Implementation Activities January, 2017

1. Conference call with Rocky Lane, Tim Kerigan, and Mike Scott to discuss the town's incentive offerings. The assessment is in response to some on-going discussions with the Smithfield-Selma Chamber. The discussion focused on what incentives should be used for, and how they should be structured. It was determined that an analysis of the incentive programs of others in the county and region should be done. Rocky and Tim will perform the analysis and then get back with Mike.
2. The meeting with Brenda Daniels and the new VP of Marketing was scheduled for February 22 at 10:00 at Town Hall. Attendees will include those from ElectriCities, Sarah Edwards from DSDC, Mike Fleming, David Mils, Tim Kerigan, and Rocky Lane.
3. Met with Fire Chief John Blanton to discuss how an additional fire station for the town would enhance its economic development competitive position. It was cited that an improved fire rating would not be the determining factor in a site location decision, but is an important element in the overall cost of business, similar to utility rates. Anything that a community can do to reduce the cost of business will enhance their chances of attracting new business or facilitate the expansion of existing businesses. Even small, incremental improvements can make a difference. Chief Blanton will get the fire ratings of surrounding communities and a determination of next steps will be developed.
4. Business Retention and Expansion (BRE) Meeting: Tim and Rocky met with Liz Thurston, Physician Recruiter for Johnston Health. Informed Liz about the town's economic development program and asked her opinion on several implementation items. Also, in the context of BRE, asked her what the town could do to assist her or the hospital. It was noted that the hospital is a tremendous asset to the town in regards to attracting new businesses and residents, as well as being a great existing business in its own right. Tim and Liz will exchange marketing materials to be included in their respective recruitment packages.
5. Met with Dr. David Johnson of Johnston Community College. This meeting served multiple purposes. First, it was an introductory meeting for two recommendations from the Strategic Plan Update: number two speaks to JCC directly and number eight is Amusement/Entertainment Development and the college's entertainment venue is seen as an asset in this arena. Secondly, the community college is a terrific asset in the pursuit of new investment and creation of jobs, and lastly it is a very important existing business. We informed Dr. Johnson of the town's increased emphasis on economic development and discussed issues related to all of the areas noted above. The college's auditorium facility is undergoing some renovations and Dr. Johnson expressed a desire to leverage it to a greater extent. Student housing was also discussed, and Dr. Johnson confirmed the need for short and long term housing for students. It was decided that we would schedule

a meeting in the near future to discuss these opportunities in more detail and develop a strategy to advance those items.

6. Conference call with Retail Strategies. The call included Brenda Daniels of ElectriCities, Lacy Beasley and Brandon Chambers of Retail Strategies, Mike Fleming, Tim Kerigan, and Rocky Lane. Lacy gave an overview of what services her company offered and how a typical project would unfold. As noted, they offer a substantial discount to ElectriCities members and ElectriCities splits that cost. The services offered and their heavy emphasis on implementation would address the recommendations in the Strategic Plan update for Retail Development. References from client communities were requested and Lacy will supply them to Brenda, who will in turn supply them to us. Once the references have been checked we will get back together to decide on the next course of action.
7. Tim Kerigan and Rocky Lane discussed the progress of the program and updated the Performance Matrix and the associated To Do list. Actions related to these areas are contained in the Strategic Plan Implementation Progress Matrix 25JAN17.

Smithfield Economic Development Implementation Activities December, 2016

1. Tim and Rocky gave an Economic Development Program Status Update to Town Council at their 06DEC16 meeting. The update provided information on those items from the Strategic Plan Update that were incorporated into the current plan of work. Those items were:

- Develop support for the Economic Development Program
 - Met with community and business leaders to discuss program-with follow-ups coming from those meetings
 - Met with SEDAC to discuss program and areas they wanted to assist with
- Internal/External Marketing
 - Met with Brenda Daniels of ElectriCities to discuss their programs that would support the economic development program
 - Identified two economic development grant programs
 - \$7,000 – no restrictions and no match
 - \$4,000 – no restrictions, requires a 1 to 1 match
 - Both are annual grants
 - Marketing materials – outside of grants and at no cost
 - Retail Development – discussed the consulting firm the partner with, the benefits, and the costs.
 - Branding – discussed several communities that had gone through the process, firms that offer those services, and cost.
- Business Retention and Expansion Program
 - Reviewed elements of the program
 - Developed a list of existing industries in Smithfield
 - Will schedule visits in early 2017
 - Exploring recognition/appreciation events
- Town Image/Gateways
 - Identified areas for improvement
 - Met with community & business leaders as to how to best approach these improvements
 - Visioning/Branding
 - With Mike Fleming met with Brenda Daniels to discuss Branding and ways ElectriCities could support the Town in this activity.
- Product development
 - Revisiting a former certified site for recertification.
 - Met with SEDAC to discuss properties that could be developed into an industrial park. Brought special expertise to the table and developed a conceptual layout.
- Downtown Redevelopment

- Met with Sarah Edwards of the DSDC to discuss the Old Town Hall and ways we could support
- Old Town Hall building was also discussed with meeting with Brenda Daniels
- Johnston County Community College
- Residential Development
 - These two areas were also a topic of discussion with Brenda Daniels-a meeting will be scheduled in early 2017 with Dr. Johnson and his staff to explore ways the Town can leverage the college for economic development and residential needs of students and staff.
- Retail Development
 - Also during the meeting with Brenda Daniels Electricities' support and experience with Retail Development was discussed. They have partnered with many of their members to engage a consulting firm that performs a gap analysis, identifying retailers not currently in that municipality and then devises and implements a marketing and recruiting program focused on those retailers.

Upcoming activities:

- Meeting with Brenda Daniels and the new VP of Marketing to discuss marketing materials, Branding, and Retail Development
 - Existing Industry meetings
 - Meeting with Dr. Johnson and his staff
2. Tim Kerigan and Rocky Lane met to discuss the progress of the program and to update the Performance Matrix and the associated To Do list.
 3. Meetings were scheduled with Existing Business and Industry representatives in January. A meeting was also scheduled with Dr David Johnson to discuss opportunities for collaboration and ways the town can leverage the college for economic development and related to recommendations two and eight from the Strategic Plan Update.

Smithfield Economic Development Implementation Activities November, 2016

1. ElectriCities Meeting – (22NOV16) Met with Brenda Daniels, Manager, Economic Development of ElectriCities to discuss the services that her organization provides for their member communities to support economic development. Brenda cited two grant programs:
 - a. Grant Programs
 - i. Customized Cities
 1. Maximum \$7,000
 2. No match or restrictions-can be used for anything that relates to economic development
 3. Annual cycle-can apply every year
 - ii. Smart Grant
 1. Maximum \$4,000
 2. Requires a one to one match; no restrictions
 3. Can be applied for annually, but any previous grants must be closed before the next can be awarded.
 - b. Smart Sites – New program-ElectriCities evaluates sites and gathers data similar to the certified site program, although it does not go to that depth. Signs and marketing materials are prepared for the site and they market it as one of their Smart Sites (They also market member sites submitted to them as well.) The site must be 25 acres minimum and the selection of the sites are on a competitive basis, with five selected per year.
 - c. Marketing Materials – Brenda said they could assist with the design and production of marketing flyers, client response materials etc. Brenda informed us that a new Vice President of Marketing coming on board the first of the year. She recommended setting a meeting in early 2017 to further discuss the town's needs and then they could come back with some recommendations.
 - d. Retail Recruitment – (Mike Fleming joined the meeting for this item and the next) they partner with a consulting firm specializing in retail development, Retail Strategies out of Birmingham, AL in this area. Retail Strategies develops a profile of the existing retail universe in its client's territory and then identifies a customized trade area. They send a team to the area to develop an inventory of retail property-land and buildings, vacancies in shopping centers, etc. Next they develop a retail prospect list and begin a recruitment campaign to attract some of those companies to place a facility in their client's location. The emphasis is heavy on the implementation side, which is a rarity. The partnership with ElectriCities results in a large cost reduction in what Retail Strategies generally charges communities for their services and, in addition, ElectriCities splits the cost with the member community. Further research will be done in order to determine next steps.
 - e. Branding – a branding effort is a Recommendation item in the 2014 Strategic Economic Development Plan Update and is of great interest to the SEDAC.

Brenda gave examples of other communities that had undertaken such an effort and the cost range. The elements of a branding program were discussed, who would provide input, and how the final product would be used and leveraged. Mike pointed out a very important point, and that was the Smithfield had to brand and believe in themselves first. The discussion turned to companies that offered branding services and their costs. Brenda noted that their new VP of Marketing had branding experience and may be able to lead the town through the process. It was decided that the meeting that was being scheduled in early 2017 to discuss marketing materials would also include a discussion on branding and what services ElectriCities could provide in that area.

- f. The To Dos from the meeting:
 - i. Brenda will send Tim an application for the Smart Grant Program
 - ii. Brenda will send Tim a sample email requesting funding through the Customized Cities Grant
 - iii. Rocky will send an email soliciting dates for the meeting with the VP of Marketing
2. Tim Kerigan and Rocky Lane met to discuss the progress of the program and to update the Performance Matrix and the associated To Do list. Rocky will give Council and update on the status of the Economic Development Program at their 06DEC16 meeting. Existing Business and Industry visits will be scheduled for January.

Smithfield Economic Development Implementation Meetings October 31, 2016

1. SEDAC Development Committee Meeting – chaired by Chris Johnson. The group, which included Mike Fleming, Zack Thornton, Jason Hardy, Kevin Dougherty, Tim Kerigan, Rocky Lane, and Aric Geda, reviewed and discussed a conceptual layout of an industrial park on properties identified at the last meeting. The layout was developed by Aric Geda of Modulus PLLC and provides for multiple sites and the potential of almost 7 million sq. ft. of industrial space. Kevin outlined several methods of controlling the properties that he has utilized in his developments similar to Eastfield. Rocky outlined some of the methods used to secure property in the Triangle North project. Next steps were discuss and it was the consensus of the group that the properties and the details of the concept should remain within the group for the present to prevent any speculations on the part of landowners. It was decided that Chris and selected others who knew certain identified property owners, would schedule meetings with those respective contacts to discuss the potential development of the industrial park. Assuming a positive response from the majority of key land owners, the next step would be to discuss the concept with the Town Council, preferably in closed session.

The second property that was discussed during the September meeting, the Wellons-Howell property was not discussed. This potential of this property will be revisited with Chris by the Town in the next two months.

2. Tim Kerigan and Rocky Lane met to discuss the progress of the program and to update the Performance Matrix and the associated To Do list. Action items were added to the To Do list in the areas of: Economic Development Program Support, Business Retention and Expansion, New Business Recruitment, Town Image/Gateways, Internal/External Marketing, and Incentives. The actions related to these areas are contained in the Strategic Plan Implementation Progress Matrix 31OCT16.



Staff Report

**Consent
Agenda
Item:** **New
Hire /
Vacancy
Report**
Date: 2/7/2017

Date of Meeting: February 07, 2017

Date Prepared: January 26, 2017

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.

In addition, please find the following current vacancies:

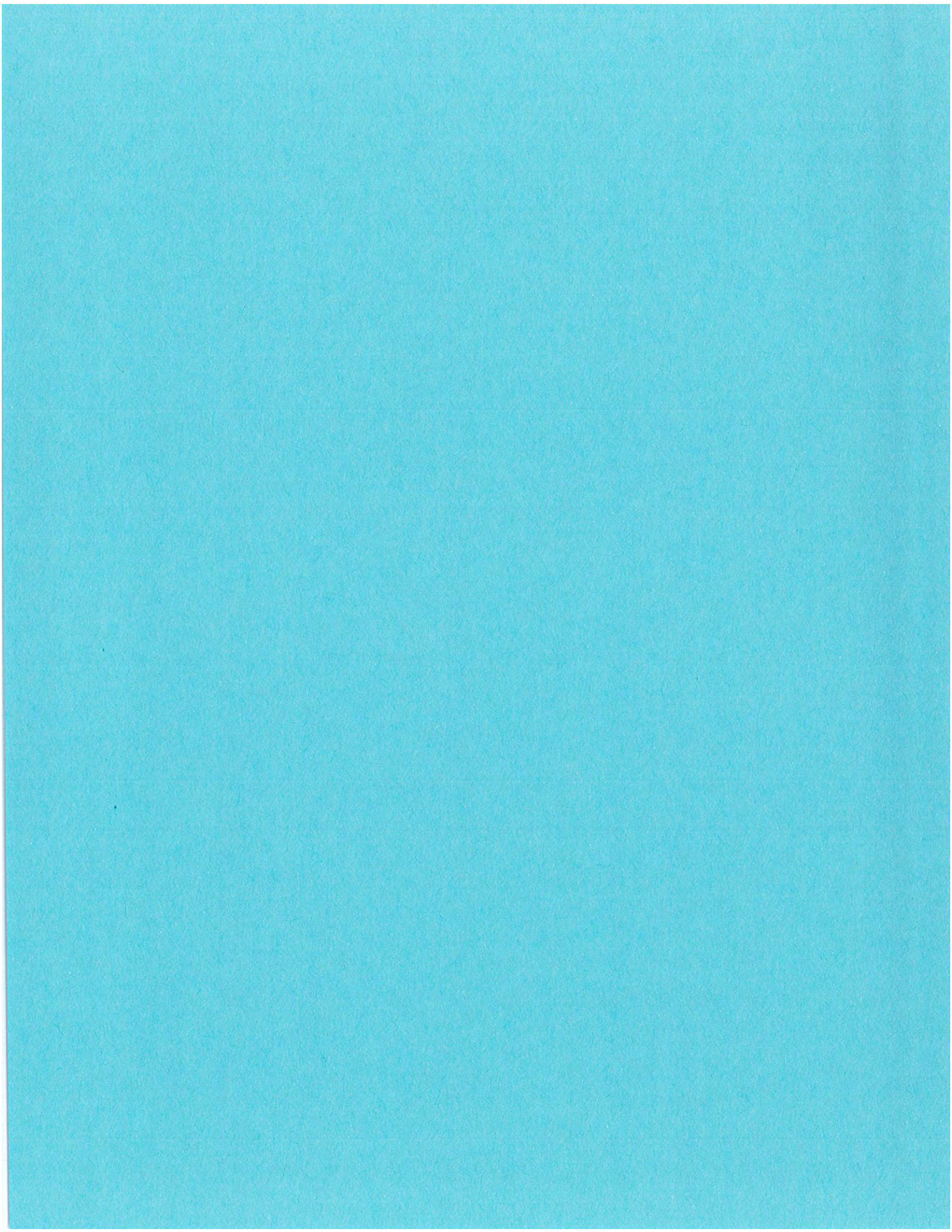
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Code Enforcement Officer	Planning	10-4900-0200
Police Officer	Police	10-5100-0200
Equipment Operator	PW – Sanitation	10-5800-0200
Appearance Crew Leader	PW – General	10-5500-0200
Facility Maint. Supervisor	P&R - Recreation	10-6200-0200

Action Requested

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

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Animal Control Officer	Police	10-5100-0200	\$14.45/hr (\$30,056.00/yr)
Admin Support Specialist	Planning	10-4900-0200	\$13.76/hr (\$28,260.80/yr)
Facility Maint. Specialist	PW – Sanitation	10-5800-0200	\$10.75/hr (\$22,230.00/yr)
Equipment Operator	PW – Sanitation	10-5800-0200	\$13.10/hr (\$27,248.00/yr)
Equipment Operator	PW – Sanitation	10-5800-0200	\$13.10/hr (\$27,248.00/yr)
Water Plant Operator I	PU – Water Plant	30-7200-0200	\$14.45/hr (\$30,056.00/yr)

Business Items





Request for City Council Action

**Business
Agenda
Item:** **Financing
for
Booker
Dairy
Road
Project**
Date: 2/7/2017

Subject: Consideration to Approve the Lowest Bidder for Financing of the Booker Dairy Road Project Estimated to Cost \$2,037,249

Department: Finance

Presented by: Greg Siler

Presentation:

Issue Statement: The Town of Smithfield wishes to enter into an Installment Purchase Contract (G.S. 160A-20) to finance the **relocation and extension of the Town's Water Distribution System** in the Right-A-Way of Booker Dairy Road (SR1923) in accordance with NCDOT TIP Project U-33348. The loan amount is \$2,037,249.

A request for proposal was sent out on January 20, 2017, to seven (7) banks soliciting financing bids on the Booker Dairy Road Project. The relocation, extension, or expansion of the water line along Booker Dairy Road will take part in three phases and they are as follows:

- Widening of the Booker Dairy Road from Buffalo Road to Bradford Street (\$850,957)
- Construction of Booker Dairy Road from Bradford Street to existing Ava Gardner Drive (\$678,583)
- Re-Construction of Ava Gardner Drive, from the newly constructed Booker Dairy Extension to US-301 (\$243,329)

In addition, engineering and contingency is estimated at \$264,380.

Board approval to proceed with financing was decided with the approval of the 2017 Fiscal Year Budget and Budget Ordinance. The financing bid deadline is February 6, 2017. **Bid results will be handed out at the February 7th meeting with a recommendation.**

Financial Impact: To Be Determined

Action Needed:

Recommendation: To Be Determined

Approved: City Manager City Attorney

Attachments: **Bid results will be handed out at the February 7th meeting with a recommendation.**



Request for City Council Action

**Business
Agenda
Item:** Award of
Bid for
Booker
Dairy Road
Date: 2/7/17

Subject: Award of Bid for Booker Dairy Road Installation

Department: Public Utilities

Presented by: Ted Credle

Presentation: Yes

Issue Statement

The Booker Dairy Road Extension Project has been bid and the approved low bidder is R. D. Braswell Construction. The requested project amount is \$ 2,200,000.

Financial Impact

This project will have to be funded primarily through a loan (\$2,037,249). The debt service for this loan was included in the budget for this year and subsequent years. Also, the debt service for the loan was included in the rate study performed by the Wooten Company in Spring 2016 and previously accepted by Council.

Action Needed

Approve a motion to award the low bid to R.D. Braswell Construction, for the construction of the Booker Dairy Road Improvements, per the approved plans, in the amount of \$ 1,935,619.78; and authorize the Town Manager to execute all related contracts up to a project budget not to exceed \$2,200,000.00

Recommendation

Staff recommends the approval of the award of bid and the authorization of the Town Manager to execute related, project contracts.

Approved: City Manager City Attorney

Attachments:

- Certified Bid Tab for Project
- Proposed Contract for Construction
- Approved Plans
- Copy of Approved Permits



Staff Report

**Business
Agenda
Item:** **Award
of Bid
for
Booker
Dairy
Road**

The Booker Dairy Road Water Main Extension project is the relocation and associated **construction of a 16" water line that runs along Booker Dairy Road (SR 1923) form Buffalo Road to US-301.** This project has come before Council many times in the past. As the Council is aware the "let" date for the NCDOT project is January 2018. Therefore, the Town needs to relocate the water line prior to that let date.

Bids were received on January 12, 2017 to construct the water line, per the approved plans. The low bidder was R.D. Braswell, Inc. It is of note that the project budget is **significantly lower than the original engineer's estimate.** Further, to simplify construction the capital project extending the water line from US-301 to the Jones Brother Tank was **included in this bid and is part of this award.** The Funds for the "Jones Brothers" extension were approved under the approved budget for the 2016-2017 fiscal year.

To execute this project, staff is asking the Council to authorize the Town Manager to execute any contracts with selected contractors, to perform the work intended by the project scope, not to exceed the project budget limit of \$ 2,200,000.

Based on the bids and proposals the Town has already received, the budget for the "Booker Dairy Road Water Main Extension" project is:

<i>Project</i>	Current Budget		Budget Total
Construction Contract	\$ 1,935,619.78		\$ 1,935,619.78
Construction Observation/Administration	\$ 95,400.00		\$ 2,031,019.78
Contingency (8%)	\$ 168,980.22		\$ 2,200,000.00

TOWN OF SMITHFIELD BOOKER DAIRY ROAD WATER MAIN EXTENSION AND REPLACEMENT

UTILITY RELOCATION FOR NCDOT TIP PROJECT U-3334B

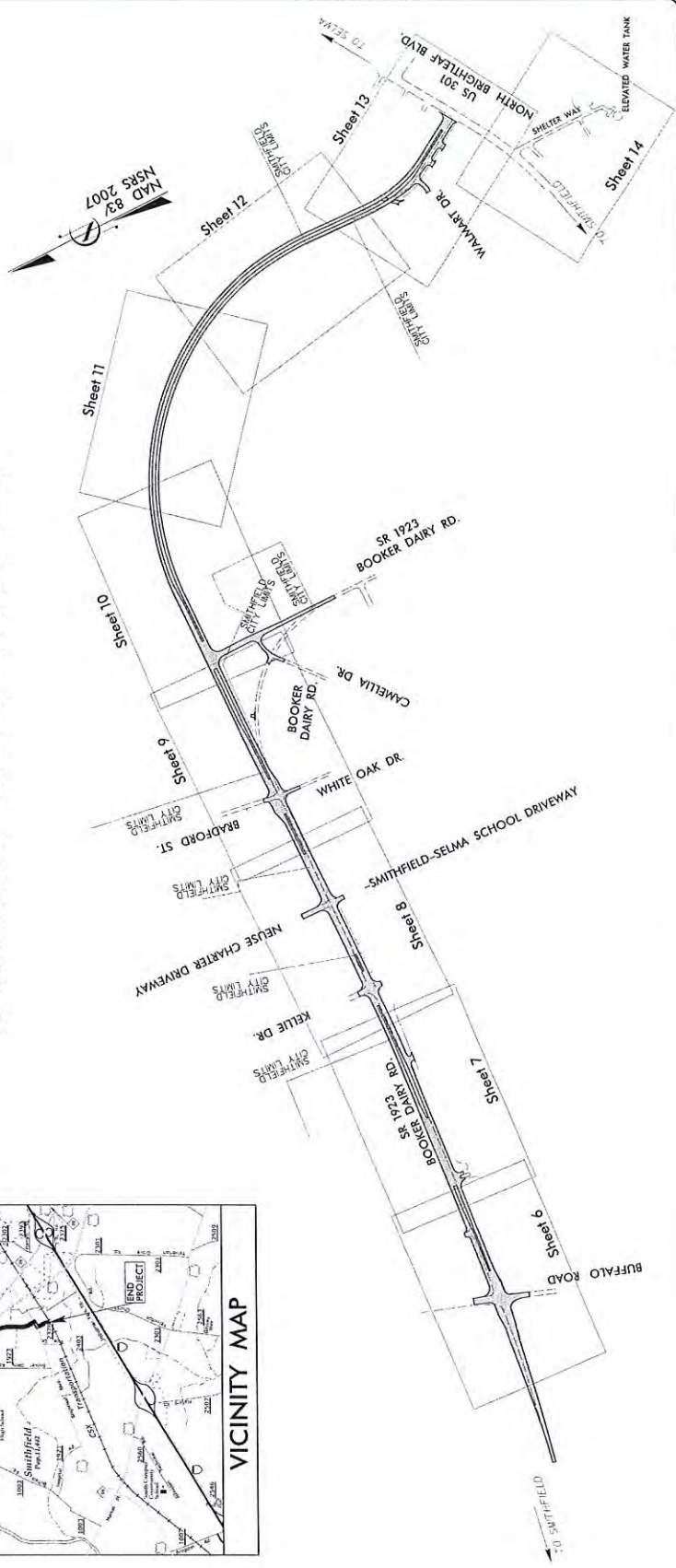
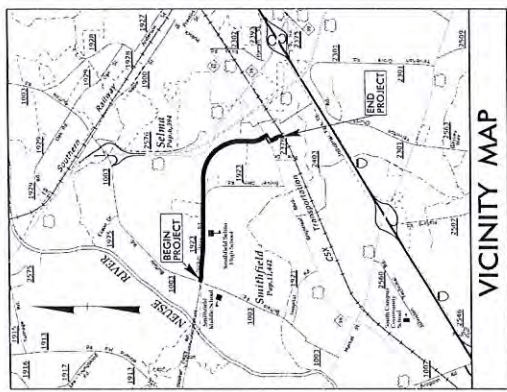
T.L.P. NO.
U-3334B

SHEET NO.
1

UTILITY CONTRACTOR NAME: SMITHFIELD, INC.

THE WOOTEN COMPANY
ENGINEERING PLANNING ARCHITECTURE
125 NORTH BRIGHTLEAF BLVD.
SMITHFIELD, NC 27589-4023
TEL: 919.552.2200
FAX: 919.552.2201
www.wooten.com

UTILITIES PROJECT ENGINEER
James R. Grogan



ISSUED FOR BID: 11/20/2016

SEAL

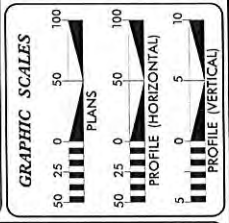
Document Not Considered Final Unless All Signatures Completed

WATER OWNER ON PROJECT

(I) TOWN OF SMITHFIELD

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	UTILITY SYMBOLOLOGY
3	NOTES
4-6	DETAILS
6 TO 14	UTILITY CONSTRUCTION SHEETS
15 TO 20	PROFILE SHEETS



UTILITIES PLAN SHEET SYMBOLS

PROPOSED WATER SYMBOLS

Water Line (Sized as Shown)	—————
11¼ Degree Bend	⋈
22½ Degree Bend	⋈
45 Degree Bend	⋈
90 Degree Bend	⋈
Plug	⬮
Tee	⊕
Cross	⊕
Reducer	⬮
Gate Valve	⊕
Butterfly Valve	⊕
Tapping Valve	⊕
Line Stop	⊕
Line Stop with Bypass	⊕
Blow Off	⊕
Fire Hydrant	⊕
Relocate Fire Hydrant	⊕
Remove Fire Hydrant	REM FH
Water Meter	⊕
Relocate Water Meter	⊕
Remove Water Meter	REM WM
Water Pump Station	⊕
RPZ Backflow Preventer	⊕
DCV Backflow Preventer	⊕
Relocate RPZ Backflow Preventer	⊕
Relocate DCV Backflow Preventer	⊕

PROPOSED EROSION CONTROL SYMBOLS

Silt Fence	⋈
Inlet Protection	⊕
Limits of Disturbance	⋈

EXISTING UTILITIES SYMBOLS

Power Pole	⊕
Telephone Pole	⊕
Joint Use Pole	⊕
Utility Pole	⊕
Utility Pole with Base	⊕
H-Frame Pole	⊕
Power Transmission Line Tower	⊕
Water Manhole	⊕
Power Manhole	⊕
Telephone Manhole	⊕
Sanitary Sewer Manhole	⊕
Hand Hole for Cable	⊕
Power Transformer	⊕
Telephone Pedestal	⊕
CATV Pedestal	⊕
Gas Valve	⊕
Gas Meter	⊕
Located Miscellaneous Utility Object	⊕
Abandoned According to Utility Records	AATUR
End of Information	E.O.I.

*For Existing Utilities
 Utility Line Drawn from Record
 (Type as Shown)
 Designated Utility Line
 (Type as Shown)

UTILITY CONSTRUCTION


GENERAL NOTES:

- THE EXISTING UTILITIES BELONG TO THE TOWN OF SMITHFIELD.
- THE PROPOSED UTILITY CONSTRUCTION IN THE TOWN OF SMITHFIELD/JOHNSTON COUNTY SHALL MEET THE APPLICABLE REQUIREMENTS OF THE NC DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS" (DATED JANUARY 2012, THE TOWN OF SMITHFIELD'S STANDARDS FOR WATER MAIN CONSTRUCTION AND THE SPECIFICATIONS INCLUDED IN THE PROJECT MANUAL. WHEN IN CONFLICT, THE MORE STRINGENT REQUIREMENTS SHALL BE MET.
- ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL AND NATURAL RESOURCES, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION, PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.
- THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE ENGINEER AND THE UTILITY OWNER.
- PROVIDE ACCESS FOR THE OWNER'S PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND A REPRESENTATIVE OF THE UTILITY OWNER'S REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.
- THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. MAKE INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- MAKE ETMAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.
- MAKE CONNECTIONS BETWEEN EXISTING AND NEW WORK CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY.
- ALL UTILITY MATERIALS SHALL BE PROVIDED PRIOR TO DELIVERY TO THE PROJECT.

PROJECT SPECIFIC NOTES:

- PROPOSED WATER LINE SHALL BE PVC 6907/6905 DR-18, 1001 CLASS 350 AND FLUSIBLE PVC C900/CS05 DR-18 (FOR HORIZONTAL DIRECTIONAL DRILL (HDD)) AS INDICATED ON THE CONSTRUCTION DRAWINGS. CONTRACTOR'S ATTENTION IS DIRECTED TO THE TOWN OF SMITHFIELD STANDARDS CONCERNING TRENCHLESS INSTALLATION. IT IS CONTRACTOR'S RESPONSIBILITY TO HAVE BORE DESIGNED AND SEALED BY A LICENSED NORTH CAROLINA PROFESSIONAL ENGINEER. NO DAMAGE IS ALLOWED TO RIVER, WETLANDS, OR BUFFER ZONES.
- TRACER WIRE AND WARNING TAPE SHALL BE INSTALLED WITH ALL PLASTIC PIPE UTILITIES. WIRE, TAPE, AND PIPE SHALL BE COLOR CODED ACCORDING TO UTILITY (BLUE FOR WATER) AND SHALL BE IN ACCORDANCE WITH SPECIFICATIONS.
- EXISTING CONDITIONS SURVEY AND PROPOSED ROADWAY PLANS PROVIDED TO THE WOODEN COMPANY BY NCDOT, FEBRUARY 22, 2016. FUSED PVC PIPE LENGTHS THAT HAVE BEEN BENT OR JOCKEYED INTO POSITION WITH HEAVY EQUIPMENT IN ORDER TO CONNECT TO FITTINGS. ALL ALIGNMENTS CORRECTIONS SHALL TAKE PLACE IN THE DIP FITTINGS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF EXISTING UTILITIES AND EXISTING UTILITY LINES WHEN MAKING CONNECTIONS.
- CONTRACTOR MUST UTILIZE MULTIPLE WORK CREWS IN ORDER TO MAKE CONNECTIONS TO EXISTING WATER SYSTEM TO MINIMIZE SERVICE INTERRUPTION TIME.
- ALL TIE-RODS AND OTHER ACCESSORIES SHALL BE STAINLESS STEEL MATERIAL.
- ALL PIPE INSTALLED IS PAID FOR BASED ON HORIZONTAL DISTANCE ONLY.
- PIPE CONNECTIONS SHALL BE INSTALLED PER APPLICABLE STANDARDS AND REGULATIONS, AS WELL AS PER THE CONNECTION AND MANUFACTURER'S GUIDELINES AND AS INDICATED IN THE CONSTRUCTION DOCUMENTS. PIPE CONNECTIONS TO STRUCTURES SHALL BE INSTALLED PER LOCALS PER THE CONNECTION MANUFACTURER'S GUIDELINES.
- WATER MAIN SHALL UTILIZE MECHANICAL PIPE RESTRAINT IN LIEU OF BLOCKING.
- PROPOSED WATER LINE SHALL BE PVC 6907/6905 DR-18, 1001 CLASS 350 AND FLUSIBLE PVC C900/CS05 DR-18 (FOR HORIZONTAL DIRECTIONAL DRILL (HDD)) AS INDICATED ON THE CONSTRUCTION DRAWINGS.
- CONTRACTOR'S ATTENTION IS DIRECTED TO THE TOWN OF SMITHFIELD STANDARDS CONCERNING TRENCHLESS INSTALLATION. IT IS CONTRACTOR'S RESPONSIBILITY TO HAVE BORE DESIGNED AND SEALED BY A LICENSED NORTH CAROLINA PROFESSIONAL ENGINEER. NO DAMAGE IS ALLOWED TO RIVER, WETLANDS, OR BUFFER ZONES.
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- ALL TIE-RODS AND OTHER ACCESSORIES SHALL BE STAINLESS STEEL MATERIAL.
- ALL PIPE INSTALLED IS PAID FOR BASED ON HORIZONTAL DISTANCE ONLY.
- PIPE CONNECTIONS SHALL BE INSTALLED PER APPLICABLE STANDARDS AND REGULATIONS, AS WELL AS PER THE CONNECTION AND MANUFACTURER'S GUIDELINES AND AS INDICATED IN THE CONSTRUCTION DOCUMENTS. PIPE CONNECTIONS TO STRUCTURES SHALL BE INSTALLED PER LOCALS PER THE CONNECTION MANUFACTURER'S GUIDELINES.
- WATER MAIN SHALL UTILIZE MECHANICAL PIPE RESTRAINT IN LIEU OF BLOCKING.

PREPARED IN THE OFFICE OF:



DESIGNED BY: RGS
DRAWN BY: TK
CHECKED BY: RGS
REVISIONS:

VERTICAL SCALE: 1" = 5'
HORIZONTAL SCALE: 1" = 30'

DATE: 11/20/2016

SHEET NO. 3

UTILITY CONSTRUCTION EROSION CONTROL NOTES:

- INSTALL SILT FENCE OVER AND AROUND TOP OF EXISTING PIPE AND INLETS AT DISTURBED AREAS
- INSTALL SILT FENCE AROUND SPOIL PILES
- PROVIDE EROSION CONTROL MEASURES AROUND EXISTING PIPE AND STAGING AREAS AS APPROVED BY ENGINEER.
- PROTECT STORM PIPE INLETS FROM SEDIMENT RUNOFF FROM LAND DISTURBING ACTIVITIES WITH STONE CHECK DAM, OR ARC FILTER AS APPROPRIATE FOR SITE CONDITIONS.
- REPLACE DISTURBED STORM PIPE OUTLET PROTECTION WITH EQUAL OR GREATER AMOUNT OF RIP-RAP WITHIN 15 DAYS OF DISTURBANCE.
- WHERE AREA AROUND OUTLET IS DISTURBED BY CONSTRUCTION, PROTECTION SHALL BE 1" RIP-RAP SHALL BE PLACED AROUND PIPE OUTLET AS DIRECTED BY ENGINEER.
- PROVIDE EROSION CONTROL MATTING IN DITCHES AND SWALES AS DIRECTED BY ENGINEER/OWNER.
- ANY SEepage PUMPED OUT OF BORE PITS OR TRENCHES SHALL BE PUMPED THROUGH A DEWATERING BAG AS MANUFACTURED BY DANDY OR EQUAL.
- TEMPORARY CHECK DAMS SHALL BE INSTALLED AT THE LOW END OF WORK AS THE JOB PROGRESSES.
- SWEEP PAVED AREAS CLEAN AS NECESSARY TO PREVENT SILT RUNOFF.
- THE SEDIMENTATION POLLUTION CONTROL ACT WAS REVISED IN 2005 TO REQUIRE THAT PERSONS RESPONSIBLE FOR LAND-DISTURBING ACTIVITIES INSPECT A PROJECT AFTER EACH PHASE OF THE PROJECT TO MAKE SURE THAT THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN IS BEING FOLLOWED. PILES OF SOIL AND SLOPES THAT ARE SUBJECT TO INSPECTIONS TOOK EFFECT OCTOBER 1 2010.
- TO SIMPLIFY DOCUMENTATION OF SELF-INSPECTION REPORTS AND NPDES DEVELOPED A PROGRAM TO SEPARATE FROM THE WEEKLY SELF-MONITORING PROGRAM OF THE NPDES STORMWATER PERMIT FOR CONSTRUCTION ACTIVITIES. THE FOCUS OF THE SELF-INSPECTION REPORT IS THE INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROL MEASURES AND INSPECTIONS SHOULD BE CONDUCTED AFTER EACH PHASE OF THE PROJECT AND CONTINUED UNTIL PERMANENT GROUND COVER IS ESTABLISHED. THE FORM CAN BE FOUND AT: [HTTP://PORTAL.NCDENR.ORG/WEB/LR/FEROST](http://portal.ncdenr.org/web/lr/ferost)
- IF YOU HAVE QUESTIONS OR CANNOT ACCESS THE FORM, PLEASE CONTACT THE RALEIGH REGIONAL OFFICE AT (919) 791-4200.

SEQUENCE:

- OBTAIN AND POST A COPY OF CERTIFICATE OF EROSION CONTROL PLAN APPROVAL.
- CLEAR SITE ONLY AS NECESSARY TO INSTALL EROSION CONTROL DEVICES AS INDICATED ON THE PLANS AND IN THE SPECIFICATIONS.
- UPON NCDOT ENGINEERS' APPROVAL OF TREE PROTECTION FENCING, INSTALL TEMPORARY EROSION CONTROL DEVICES AS INDICATED ON THE PLANS AND IN THE SPECIFICATIONS.
- NOTIFY ENGINEER AND NCDOT, LAND QUALITY SECTION (919-791-4200) FOR SITE INSPECTION CONCERNING MAIN CONSTRUCTION OPERATIONS.
- ONCE EROSION CONTROL DEVICES ARE APPROVED, BEGIN CONSTRUCTION. CLEAR ONLY AS NECESSARY THROUGH WETLANDS AND BUFFERS FOR INSTALLATION OF UTILITY.
- MAINTAIN EROSION CONTROL DEVICES AS NECESSARY DURING INSTALLATION OF UTILITY IMPROVEMENTS. INSPECT DEVICES AFTER EVERY RAINFALL EVENT AND CLEAN OUT ALL DEVICES WHEN HALF FULL.
- WHERE INSTALLATION OF UTILITY REQUIRES REMOVAL OF AN EROSION CONTROL DEVICE REPLACE DEVICE EITHER UPON COMPLETION OR DAILY, WHICHEVER OCCURS FIRST.
- AS CONSTRUCTION PROGRESSES, INSTALL ADDITIONAL EROSION CONTROL DEVICES AS INDICATED IN THE SPECIFICATIONS OR AS NEEDED OR DIRECTED BY THE ENGINEER.
- PERMANENT GROUND COVER FOR ALL DISTURBED AREAS SHALL BE ACHIEVED WITHIN 14 WORKING DAYS OR 90 CALENDAR DAYS, WHICHEVER IS EARLIER, FOLLOWING THE COMPLETION OF CONSTRUCTION.
- PROVIDE TEMPORARY BANK STABILIZATION (TARPS) UPON CROSSING OF ANY STREAMS AND DISTURBANCE TO ANY STREAM BANKS AT COMPLETION OF SEWER INSTALLATION AT EACH STREAM CROSSING. PROVIDE REQUIRED PERMANENT BANK STABILIZATION OF EACH STREAM CROSSING AND STREAM BANK DISTURBANCE ON THE SAME DAY THE SEWER INSTALLATION IS COMPLETE.
- AFTER SITE IS STABILIZED, REQUEST APPROVAL OF SITE STABILIZATION, REMOVE TEMPORARY EROSION CONTROL DEVICES, INCLUDING TREE PROTECTION FENCING, DRESS OUT AREA AND SEED AND MULCH.

ISSUED FOR BID: 11/20/2016

ISSUED FOR BID 11/20/2016

PROJECT TYPICAL WATER LINE DETAILS

REPAIRED IN THE OFFICE OF:
THE WORTENCOMPANY
 ENGINEERS, ARCHITECTS, PLANNERS
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 (303) 733-1100
 WWW.WORTENCOMPANY.COM

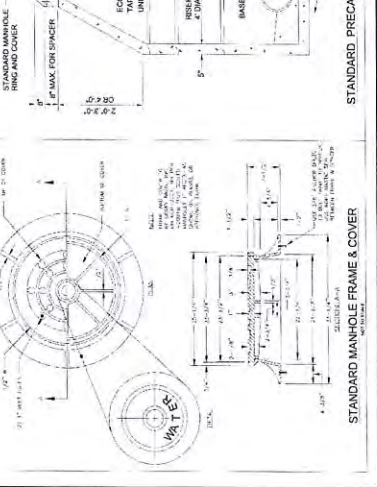
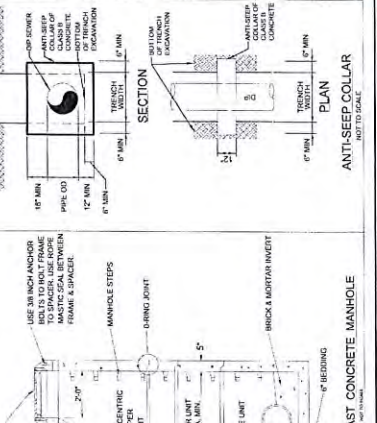
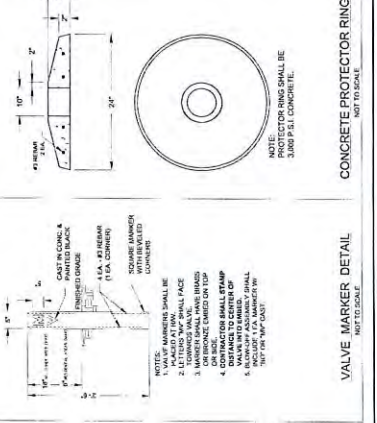
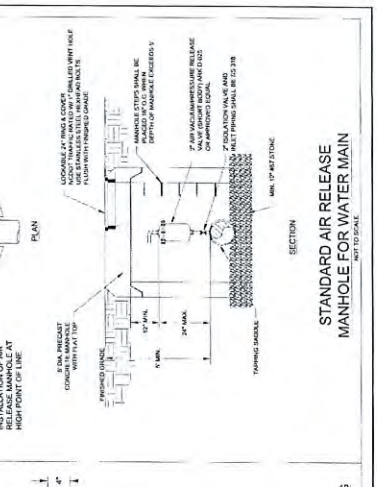
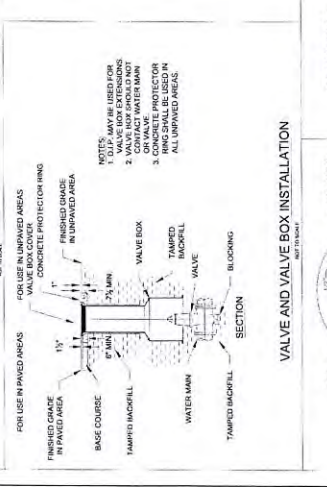
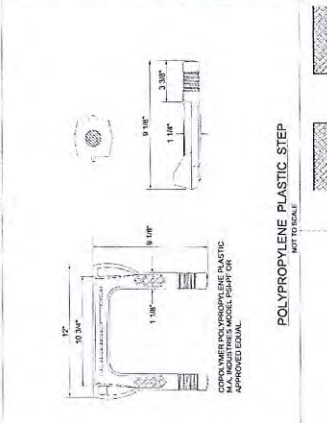
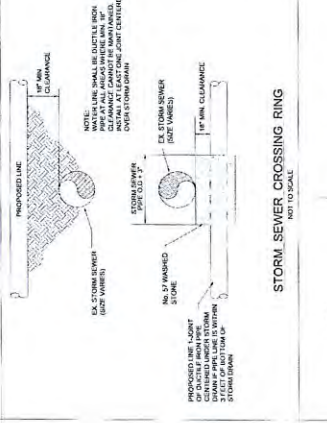
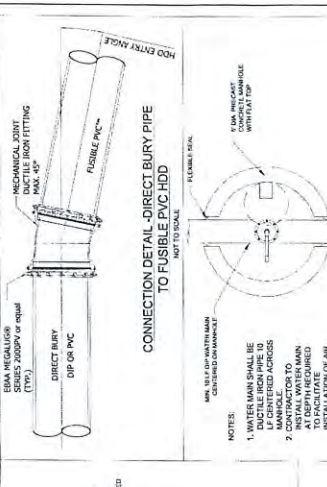
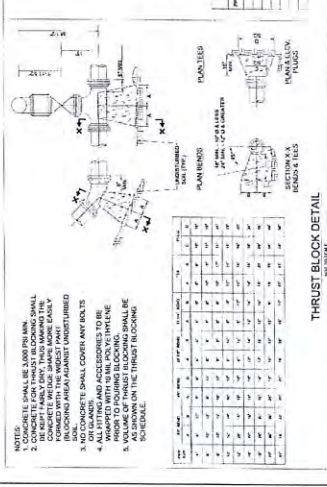
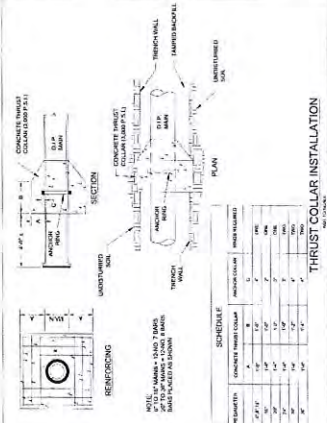
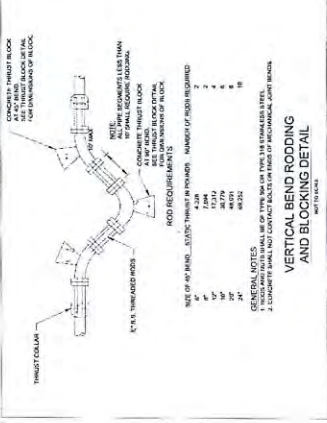
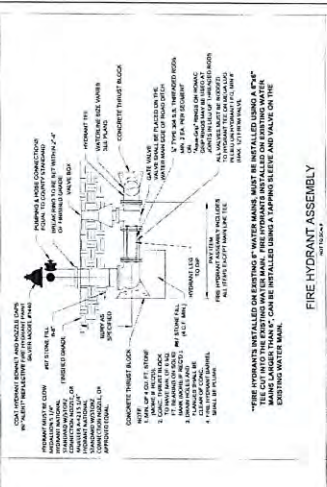
MOORE DARTY ROAD
 WATER MAIN EXT. & REPAIR/ASMT
 DESIGNED BY: JRG
 DRAWN BY: TK
 CHECKED BY: JRG
 APPROVED BY: JRG
 SHEET NO. 5

VERTICAL SCALE: 1" = 2'-0"
 HORIZONTAL SCALE: 1" = 30'-0"

WATER LINE CONSTRUCTION SHOWN ON THIS SHEET

Sealed and Certified
 UTILITY CONSTRUCTION
 PLS ONLY

UTILITY CONSTRUCTION



PREPARED IN THE OFFICE OF:
THE WOODEN COMPANY
 1100 W. 10th Street, Suite 200
 Grand Rapids, MI 49503
 TEL: 616.233.1100 FAX: 616.233.1101

DESIGNED BY: JRG
 DRAWN BY: M. COG
 CHECKED BY: JRG
 APPROVED BY: JRG

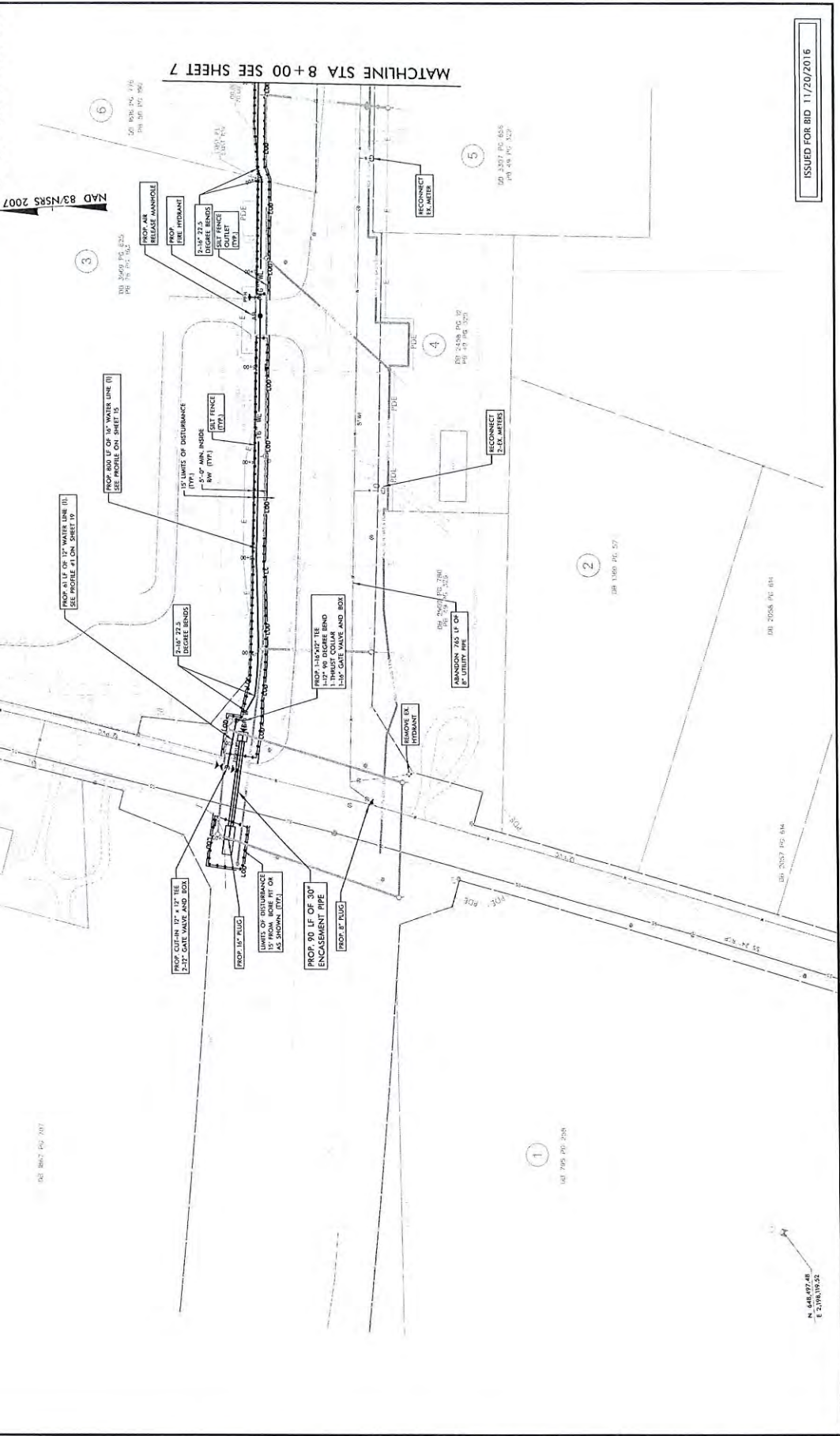
BOOKER DAIRY ROAD
 WATER MAIN EXTENSION & IMPROVEMENT
 SHEET NO. 6

VERTICAL SCALE: 1" = 5'
 HORIZONTAL SCALE: 1" = 50'

SEAL
 PROFESSIONAL ENGINEER
 STATE OF MICHIGAN
 NO. 24718
 EXPIRES 12/31/2016

ONLY WATER LINE CONSTRUCTION SHOWN ON THIS SHEET

UTILITY CONSTRUCTION



ISSUED FOR BID 11/20/2016

BOOKER DAIRY ROAD
 WHITE JANE EXTENSION & IMPROVEMENT
 SHEET NO. B

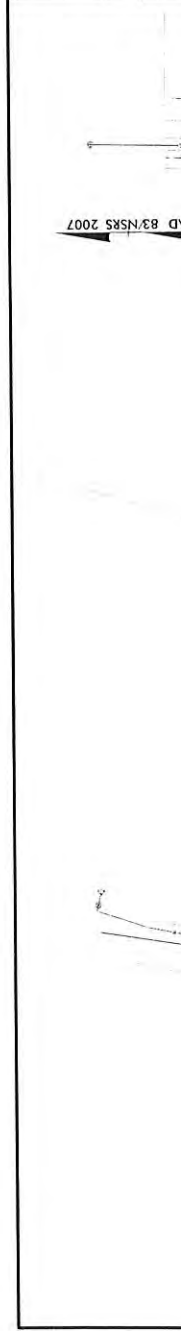
DESIGNED BY: JRG
 DRAWN BY: TC, CGA
 CHECKED BY: JRG
 REVISIONS:

PREPARED BY THE OFFICE OF
THE WOODEN COMPANY
 1000 N. 10TH ST., SUITE 200
 DENVER, CO 80202
 HORIZONTAL SCALE: 1" = 20'
 VERTICAL SCALE: 1" = 5'

SEAL
 11/21/2016
 T. J. WOODEN
 P.E.

ONLY WATER LINE CONSTRUCTION SHOWN ON THIS SHEET

UTILITY CONSTRUCTION



MATCHLINE STA 22+00 SEE SHEET 7

MATCHLINE STA 36+00 SEE SHEET 9

ABANDON EX. 8" MAIN
 UTILIZE EX. 8" MAIN
 ABANDON EX. 8" MAIN

ISSUED FOR BID 11/20/2016

PREPARED IN THE OFFICE OF:

THE WOODEN COMPANY

DESIGNED BY: JRC
 DRAWN BY: M. CGG
 CHECKED BY: JRC
 IN CHARGE: JRC

BOOKED DARTY ROAD
 WATER MAIN EXTENSION & IMPROVEMENT

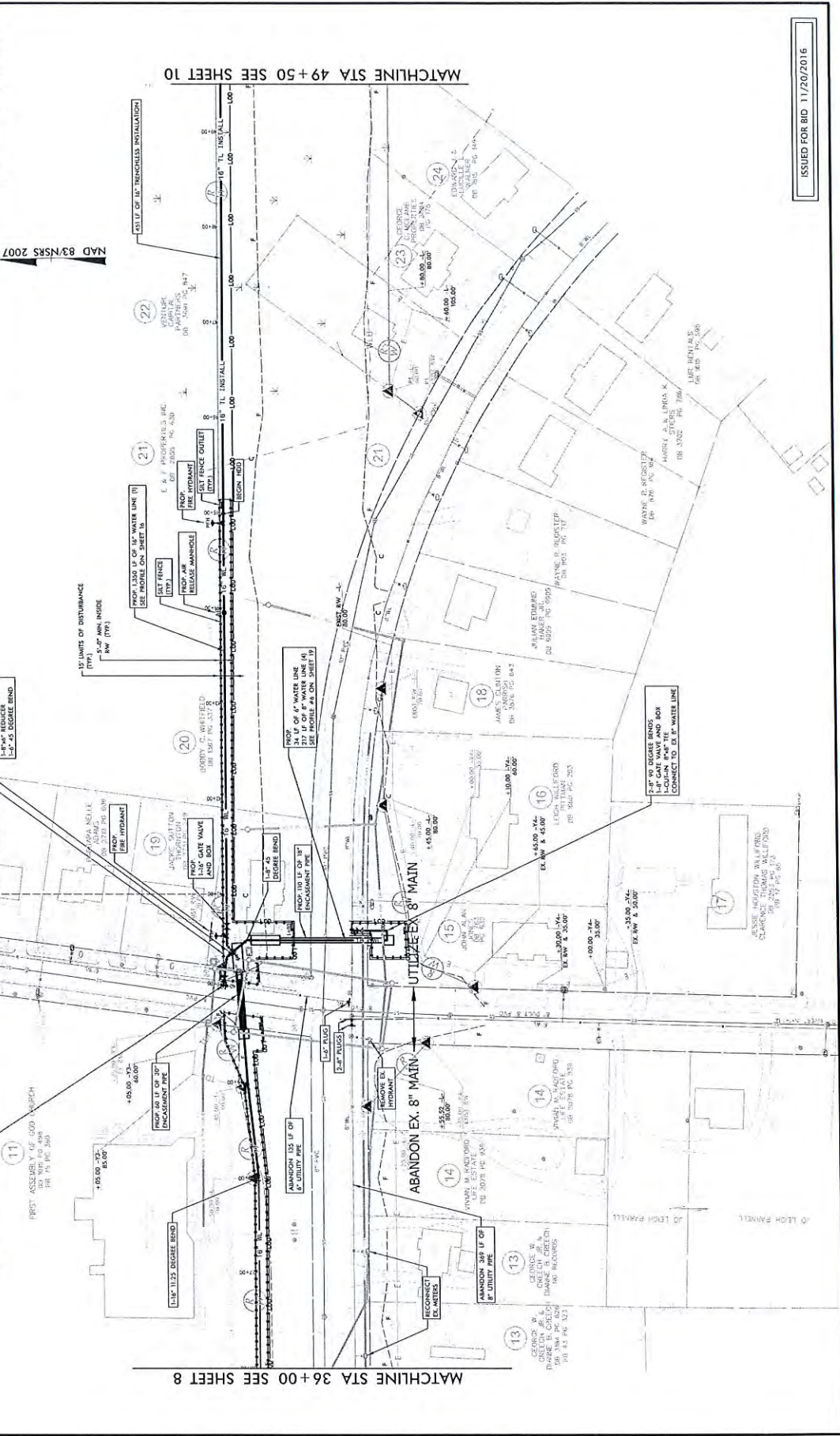
SHEET NO. 9

VERTICAL SCALE: 1" = 2'

HORIZONTAL SCALE: 1" = 40'

ONLY WATER LINE CONSTRUCTION SHOWN ON THIS SHEET

UTILITY CONSTRUCTION



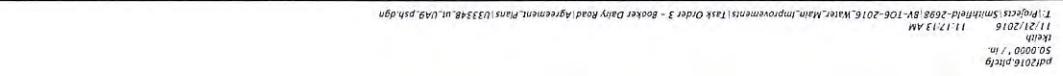
EMERGENCY SERVICE CONTRACTORS

311-222-7273

311-222-7273

311-222-7273

UTILITY CONSTRUCTION



ISSUED FOR BID 11/20/2016

BOOKER DARY ROAD
 WATER MAIN EXTENSION & IMPROVEMENT
 SHEET NO. 10

DESIGNED BY JRG
 DRAWN BY K.C.G.
 CHECKED BY JRG
 APPROVED BY JRG

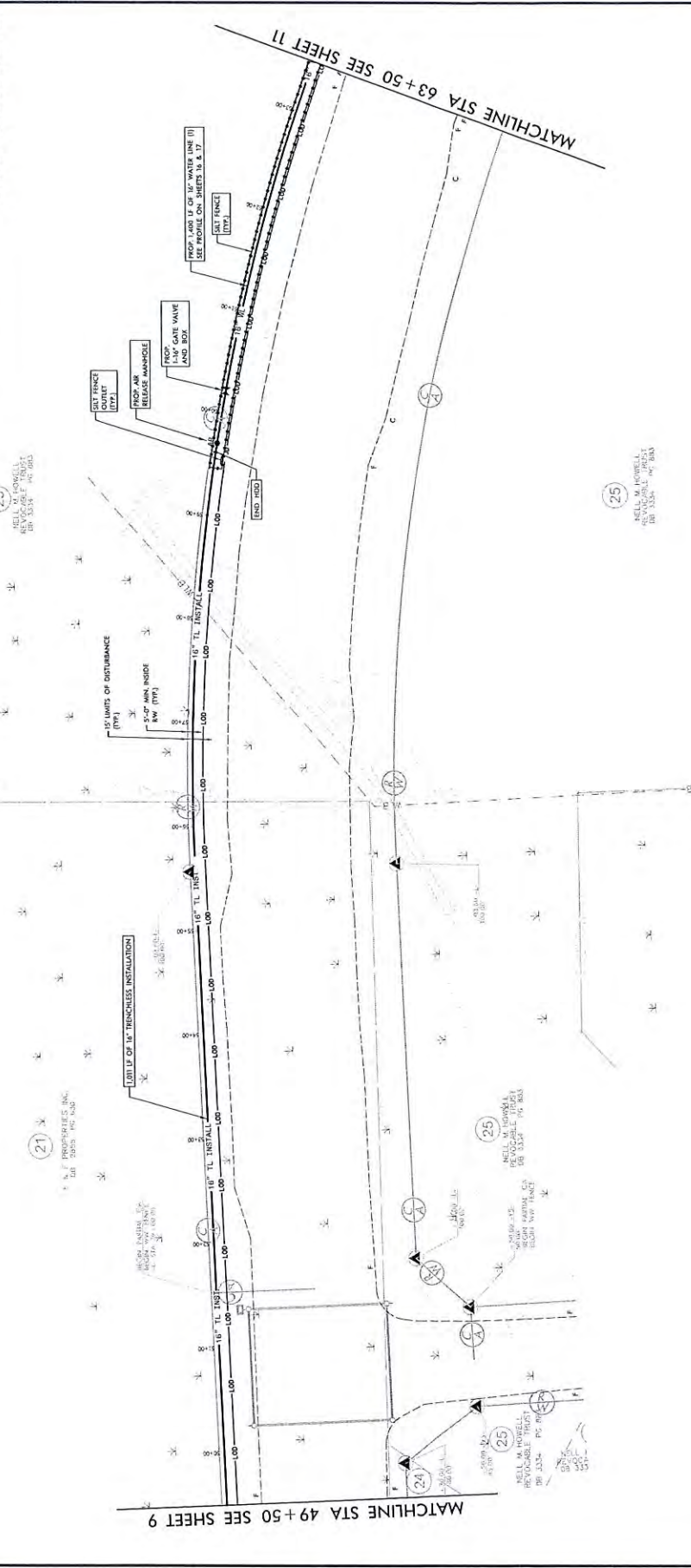
THE WOODEN COMPANY
 1000 W. 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106
 (405) 241-1100

VERTICAL SCALE
 1" = 10'

HORIZONTAL SCALE
 1" = 25'

ONLY WATER LINE CONSTRUCTION
 SHOWN ON THIS SHEET

UTILITY CONSTRUCTION



2017 ADT	4-SR 1923	3,509
2037 ADT		7,055
10,036	6,791	264
17,218	10,245	62
		7,055
		16,327
*5-EXIST.SR 1923		

ISSUED FOR BID 11/20/2016

BOOKER DAILY ROAD
 WATER MAIN UPGRADE & IMPROVEMENT
 SHEET NO. 13

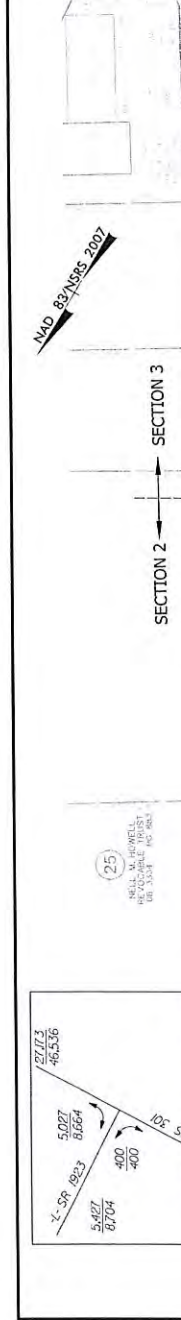
DESIGNED BY: RGC
 DRAWN BY: TK, CCL
 CHECKED BY: JRG
 APPROVED BY: JRG

PREPARED IN THE OFFICE OF:
THE WOODEN COMPANY
 1100 W. 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106
 (405) 241-1100

VERTICAL SCALE: 1" = 2'-0"
 HORIZONTAL SCALE: 1" = 100'-0"

ONLY WATER LINE CONSTRUCTION SHOWN ON THIS SHEET

SEAL
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF OKLAHOMA
 NO. 10000
 EXPIRES 12/31/2016



UTILITY CONSTRUCTION

MAD 8374985 2007

SECTION 2 SECTION 3 SECTION 4

2015 ADT 2037 ADT

22545 35273

2773 46256

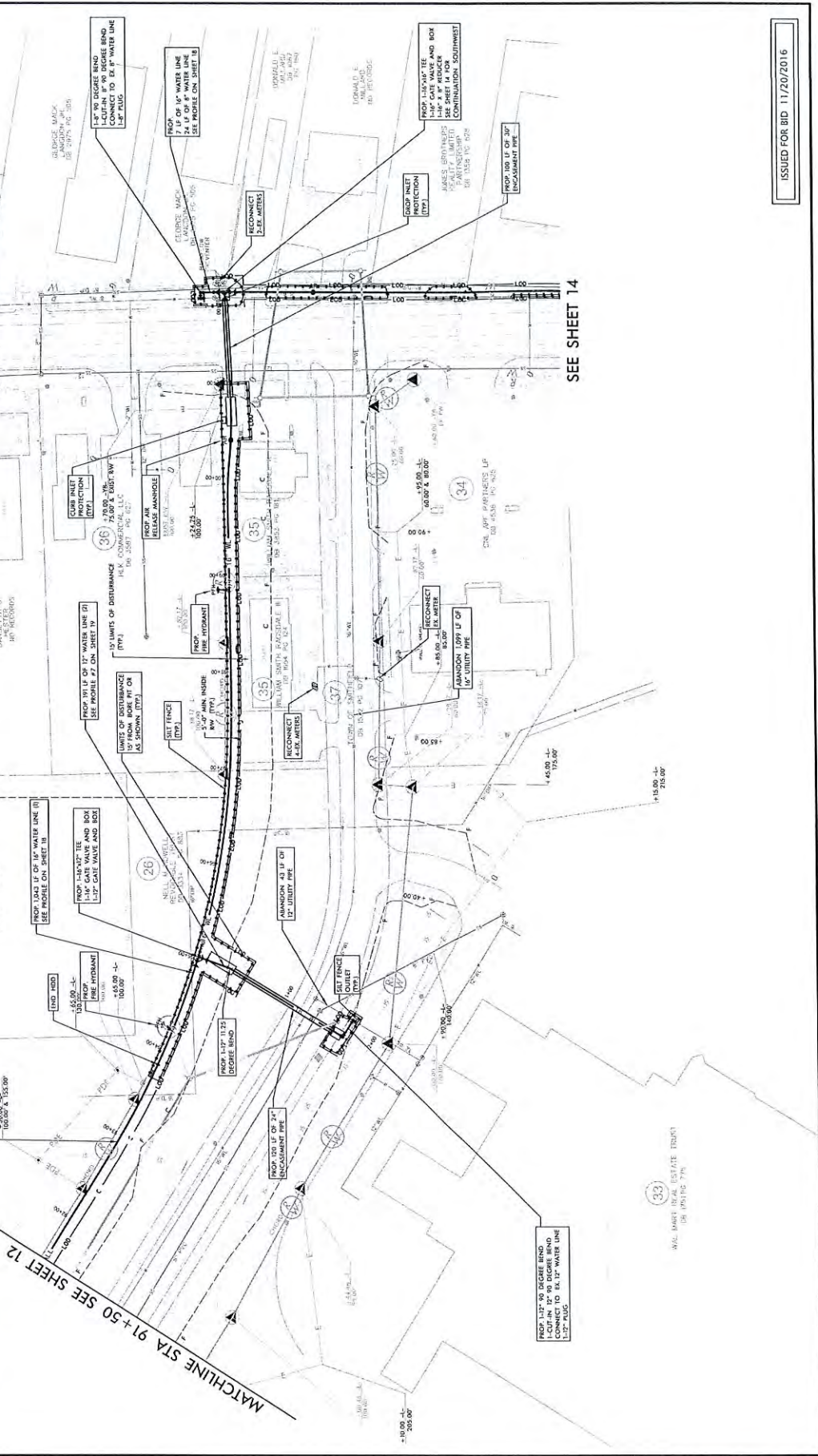
5027 8664

1-3R 1923

5427 8704

400 400

1/8" US 301



ISSUED FOR BID 11/20/2016

SEE SHEET 14

PREPARED IN THE OFFICE OF
THE MONTGOMERY
 ENGINEERS, ARCHITECTS & PLANNERS
 1100 W. WASHINGTON ST., SUITE 200
 ROCKVILLE, MD 20854
 TEL: 301-771-1100
 FAX: 301-771-1101
 WWW.MONTGOMERYENGINEERS.COM

DESIGNED BY: JRG
 DRAWN BY: TC, CGL
 CHECKED BY: JRG
 APPROVED BY: JRG
 PROPOSED

VERTICAL SCALE
 1" = 5'

HORIZONTAL SCALE
 1" = 25'

ONLY WATER LINE CONSTRUCTION SHOWN ON THIS SHEET

SEAL
 JRG
 11/20/16

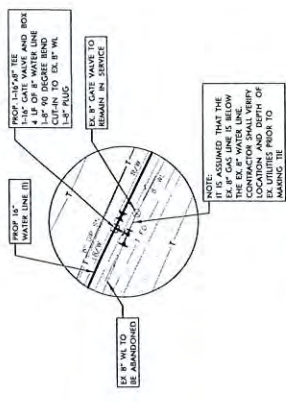
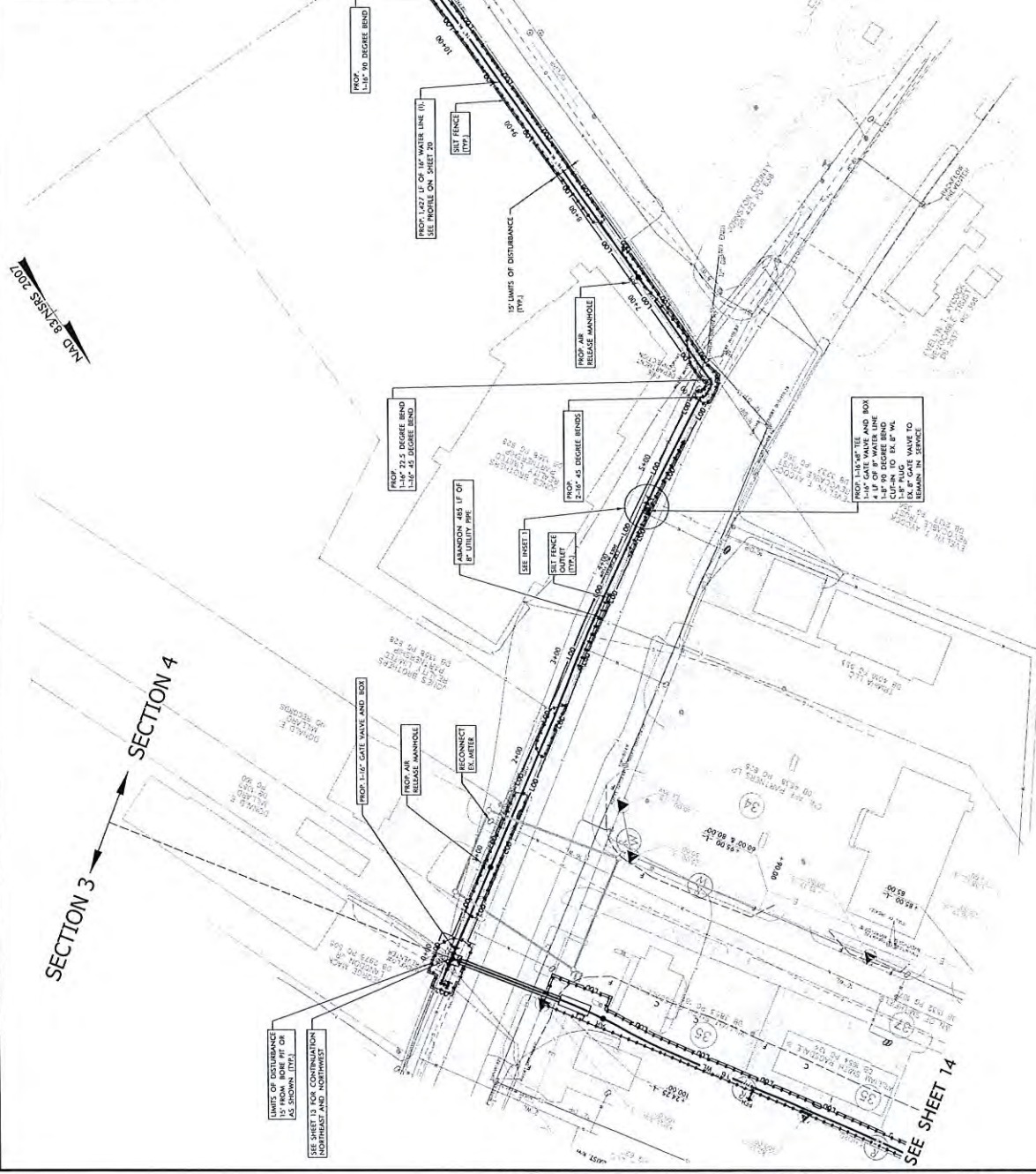
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 SHEET NO. 14

UTILITY CONSTRUCTION



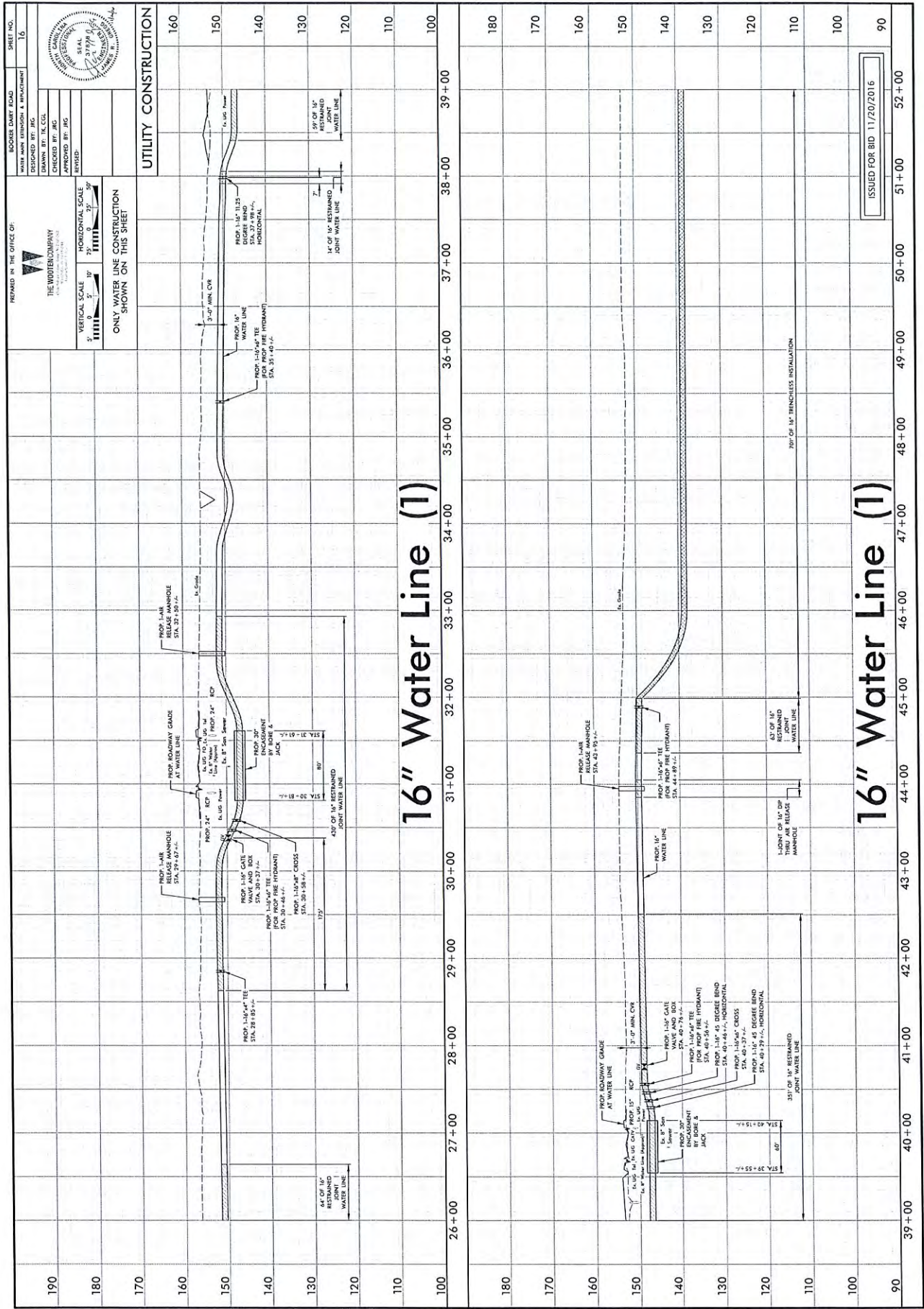
SECTION 3

SECTION 4

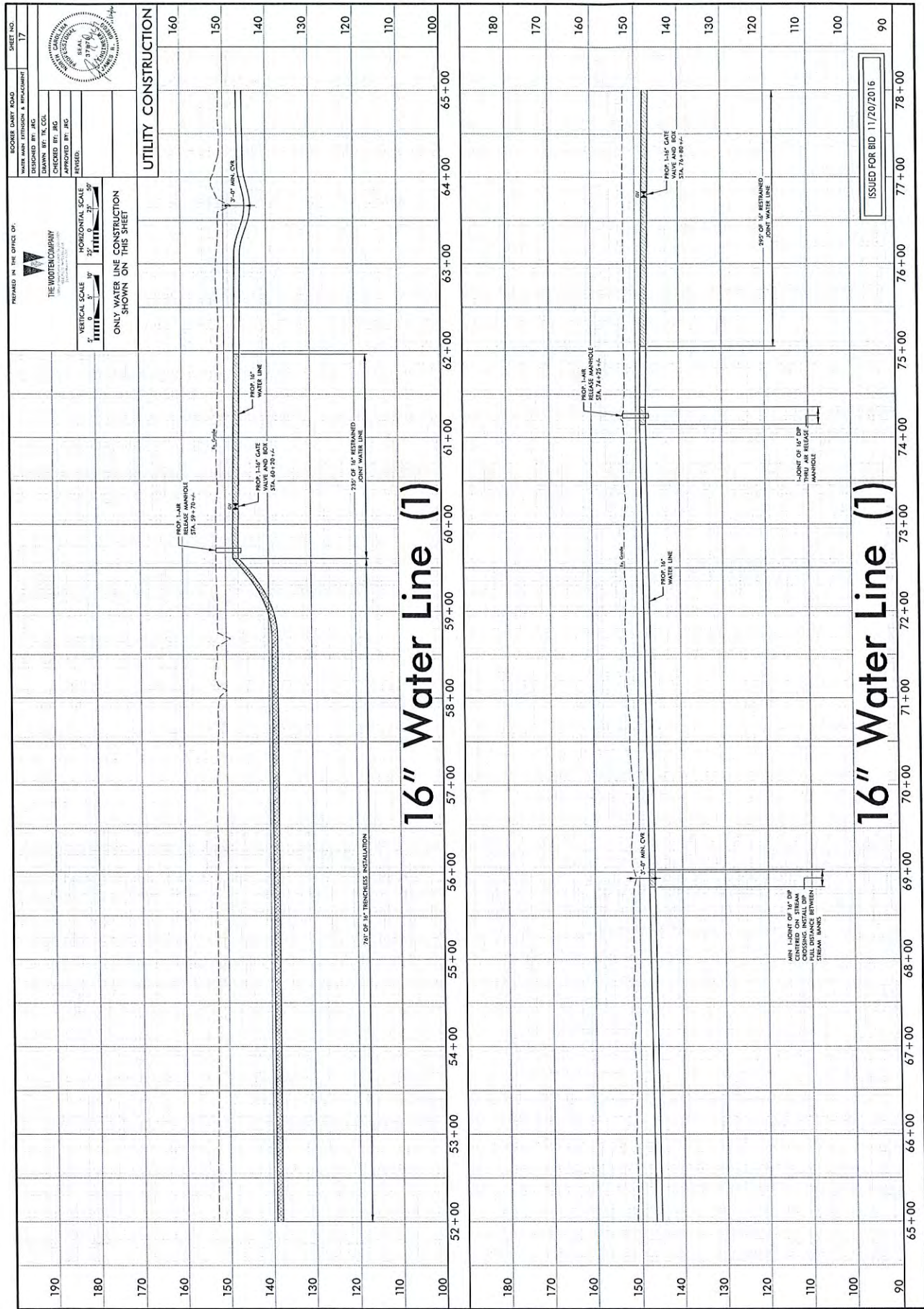


INSET 1

ISSUED FOR BID 11/20/2016



PROJECT: 11/21/2016 11:31:38 AM
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 50.0000' / in
 Keith
 pdt/2016 p1r/g



PREPARED IN THE OFFICE OF:
 THE WOODEN COMPANY
 100 WEST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 CHECKED BY: JRG
 APPROVED BY: JRG
 REVISIONS:

BOOKER DARY ROAD
 WATER MAIN IMPROVEMENTS & REPAIRS
 SHEET NO. 17
 11/21/2016
 11:33:17 AM
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 50.0000' / in.
 p12016.plt
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 Date:

NORTH CAROLINA
JOHNSTON COUNTY

CONTRACT for CONSTRUCTION
BETWEEN OWNER AND
CONTRACTOR

This Contract for Construction is made, and entered into this the ____ day of _____, 2017, by and between the **TOWN OF SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter “**OWNER**”), and R. D. Braswell Construction Inc., EID# 56-1644325 (hereinafter “**CONTRACTOR**”), whose principal place of business is: 3241 US Hwy 70 E, Smithfield, NC 27577.

The Project: Booker Dairy Road Water Main Extension and Replacement
Name and Location: Booker Dairy Road (SR 1923)
Smithfield, NC

The Designer is: The Wooten Company
120 North Boylan Avenue
Raleigh, NC 27603

1. CONTRACT DOCUMENTS. The “Contract Documents” consist of this Contract for Construction, Contractor Bid Proposal dated January 12, 2017, Addenda issued prior to execution of this Agreement and listed below, and any Modifications executed by the parties after execution of this Contract. The Contract Documents form the Contract and are fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the Owner and Contractor hereto and supersedes any and all prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents and other than Modifications, appears in Article 16, herein.

Owner and Contractor agree that should the Contractor utilize the services of a subcontractor for any Work under this Contract, the subcontractor shall be required to comply with all terms and conditions of this Contract and any and all Contract Documents entered into between the Owner and Contractor and any of its contractors or subcontractors shall so require of their subcontractors.

2. WORK. Contractor shall execute all of the Work described collectively in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.

3.1 This Contract shall commence on the date first written above (hereinafter “Commencement Date”). The Contractor shall notify the Owner in writing not less than five days before commencing the Work.

3.2 The Contractor shall achieve Substantial Completion of the entire Work no later than the time established in the Contract Documents; subject to adjustments of the Contract Time as provided in the Contract Documents. In view of the difficulty of estimating damages to the Owner by reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended, as provided for, proposed, Owner shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of One Thousand Dollars (\$1,000.00) per day for each and every calendar day that the work may be incomplete beyond the time limit fixed for its completion, or as same may have been extended, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the Owner will suffer by reason of

such default. The above sum shall be held to include the additional expense to the Owner for loss of interest or investment, for the employment of architects, engineers, inspectors, and other employees, together with their expenses, and all other damages to the Owner by reason of such delay.

4. CONTRACT SUM AND PAYMENT

4.1 Contractor shall receive from Owner a sum not to exceed One Million Nine Hundred Thirty-Five Thousand Six Hundred Nineteen and 78/100 Dollars (\$ 1,935,619.78), as full compensation for the provision of construction services provided under this Contract, subject to additions and deductions as provided in the Contract Documents. Owner agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Unless otherwise specified, Contractor shall submit an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and reflecting retainage, if applicable. Payment will be processed promptly upon receipt and approval of the Application by Owner.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Alternate 1 (water meter)

4.3 Unit prices, if any, are as follows:

Detailed in Bid Proposal

5. PROGRESS PAYMENTS. Based upon Applications for Payment submitted to the Designer by the Contractor and Certificates for Payment issued by the Designer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in section 9.3 of the General Conditions.
6. FINAL PAYMENT. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor and the Town has approved of the Work through the inspection process, except for any work that is non-conforming or in need of correction which shall necessarily survive final payment. Such final payment shall be made by the Owner not more than 30 days after the issuance of the approved final Certificate for Payment.
7. INDEMNIFICATION. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the OWNER and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

8. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

FOR: TOWN OF SMITHFIELD
PUBLIC UTILITIES DEPARTMENT
230 HOSPITAL ROAD
SMITHFIELD, NORTH CAROLINA, 27577

FOR: CONTRACTOR
Eberhart Construction, Inc.
9040 Idas Way
Willow Springs, NC 27592

9. NON-DISCRIMINATION. Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by Owner, and Contractor may be declared ineligible for further Owner contracts.
10. HEALTH AND SAFETY. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.
11. NON-ASSIGNMENT. This Contract is not assignable by either party, by operation of law or otherwise.
12. MODIFICATION. This Contract may be modified only by a written agreement executed by both parties hereto.
13. TERMINATION OR SUSPENSION. The Contractor may terminate the Contract if the Work is stopped for a period of 180 consecutive days through no act or fault of the Contractor. The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.
14. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VI or higher from the A.M. Best Company or an equivalent rating service. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the TOWN. CONTRACTOR shall advise the TOWN of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. All of the policies required of the CONTRACTOR shall be primary and the CONTRACTOR agrees that any insurance or self-funded liability programs maintained by the TOWN shall be non-contributing with respect to the CONTRACTOR's insurance.

14.1 Commercial General Liability

Shall be a limit of not less than **\$2,000,000** per occurrence and **\$5,000,000** aggregate. Coverage must be in a form providing coverage not less than the standard Insurance Services Office Form CG 00 01 and include products and completed operations, property damage, bodily injury, and

personal & advertising injury. The products-completed operations coverage shall be provided for a minimum of six (6) years following final acceptance of the work.

14.2 Commercial Automobile Liability

Shall be a limit of not less than **\$2,000,000** per occurrence for any (Code 1) vehicle.

14.3 Worker's Compensation and Employers Liability

Shall be at North Carolina statutory limits. CONTRACTOR shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed. Employers Liability shall be a limit of not less than **\$1,000,000** per accident for bodily injury or disease.

14.4 Professional Liability

Shall be a limited of not less than **\$5,000,000** per occurrence or claim, and **\$5,000,000** aggregate. There shall be an extended reporting period of not less than six (6) years.

14.5 Builders Risk

Shall be at a limit **equal to the completed value of the project** with no coinsurance penalty provisions utilizing an "All Risk" (Special Perils) coverage form.

14.6 CONTRACTORS' Pollution Legal Liability

Shall be at a limit not less than **\$5,000,000** per occurrence or claim and **\$5,000,000** aggregate.

14.7 "All Risk" Property (CONTRACTOR'S Property)

Replacement cost coverage under an "All Risk" policy for any of the CONTRACTOR's real or personal property. Policy must include coverage for equipment owned, leased, rented, and borrowed, whether such equipment is located at a job site or "in transit."

Insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. CONTRACTOR, upon request, shall furnish OWNER with complete copies of insurance policies required. By requiring insurance herein, the OWNER does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the OWNER in this Contract. Any umbrella or excess liability coverage must be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage.

The failure of the TOWN at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions.

The CONTRACTOR shall provide the TOWN a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage as required by the TOWN. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. CONTRACTOR shall require its subcontractors to maintain insurance coverage required herein or cover the subcontractors' under the CONTRACTOR's policies. The Certificate of Insurance shall be provided on the industry standard form (ACORD 25).

Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Town of Smithfield, which immunity is hereby reserved to the Town of Smithfield.

15. ENUMERATION OF CONTRACT DOCUMENTS

15.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- 1) This executed Contract for Construction between Owner and Contractor.
- 2) The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated November 20, 2016, and are as follows:

<u>Document</u>	<u>Title</u>	<u>Pages</u>
<u>00700</u>	<u>General Conditions</u>	<u>1-68</u>
<u>00800</u>	<u>Supplementary Conditions</u>	<u>1-9</u>

- 3) The Specifications are those contained in the Project Manual dated as in Paragraph 15.1(2) above, and are as follows:

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>All</u>	<u>Booker Dairy Road Water Main Extension and Replacement</u>	<u>0010 – 02920</u>

- 4) The Drawings are as follows, and are dated November 20, 2016, unless a different date is shown below:

<u>Number:</u>	<u>Pages 1- 20</u>
<u>Title:</u>	<u>Booker Dairy Road Water Main Extension and Replacement</u>
<u>Date :</u>	<u>November 2016</u>

- 5) The Addenda, if any, are as follows:

Addendum No	<u>1</u>	Dated:	<u>12/19/16</u>	Addendum No.	___	Dated:	_____
Addendum No	<u>2</u>	Dated:	<u>1/5/17</u>	Addendum No.	___	Dated:	_____
Addendum No	___	Dated:	_____	Addendum No.	___	Dated:	_____
Addendum No	___	Dated:	_____	Addendum No.	___	Dated:	_____

- 6) Other documents, if any, forming part of the Contract Documents are as follows:

Invitation to Bid.
Instruction to Bidders
R.D. Braswell’s Bid Proposal
Notice to Proceed.

16. This Contract and the Contract Documents described herein sets forth the entire agreement between the parties and supersedes any and all other agreements on this subject between the parties.

17. **E-VERIFY.** As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the Owner utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the Owner.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Designer for use in the administration of the Contract, and the remainder to the Owner.

TOWN OF SMITHFIELD

By _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Town of Smithfield Chief Financial Officer

CONTRACTOR

ATTEST:

By: _____

Secretary

Print Name/Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he is of _____, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by _____ as its _____.

Witness my hand and notarial seal this ___ day of _____, 20__.

Notary Public

(SEAL)

My commission expires: _____

**BID TABULATION
BOOKER DAIRY ROAD WATER MAIN EXTENSION AND REPLACEMENT
TOWN OF SMITHFIELD, NORTH CAROLINA**

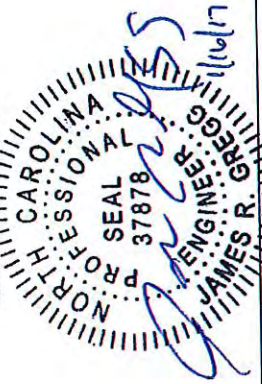
TWC No. 2698-BV

BID DATE/TIME: January 12, 2017 @ 2:00 P.M.

CONTRACTORS	LIC. NO.	CLASS.	BID BOND	ADD.	BASE BID	ALTERNATE	REMARKS
H.G. REYNOLDS CO., INC. 3595 US 1 Business North Henderson, NC 27537	14149	UL: UC	5%	✓	\$2,845,817.00	\$19,000.00	
JF WILKERSON CONTRACTING CO., INC. 10710 Chapel Hill Road Morrisville, NC 27560	4499	UL: UC	5%	✓	\$2,317,160.00 \$2,296,595.00	\$22,850.00	Math Error.
PARK CONSTRUCTION 416 Airport Blvd. Morrisville, NC 27560	33029	UL: UC	5%	✓	\$3,449,774.50	\$21,495.00	
R.D. BRASWELL CONSTRUCTION 3241 US Highway 70 East Smithfield, NC 27577	25994	UL: UC	5%	✓	\$1,906,678.78	\$28,941.00	Apparent Low Bidder.
SANDFORD CONTRACTORS, INC. 628 Rocky Fork Church Road Sanford, NC 27730	6301	UL: UC	5%	✓	\$2,443,062.17	\$23,772.76	
T.A. LOVING CO. 400 Patetown Road Goldsboro, NC 27530	325	UL: UC	5%	✓	\$2,598,006.25	\$30,000.00	
TEMPLE GRADING & CONSTRUCTION INC. P.O. Box 1475 Lillington, NC 27546	21654	UL: UC	5%	✓	\$2,799,478.00 \$2,799,477.50	\$50,000.00	Math Error.

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 12th day of January, 2017, at the Town of Smithfield Operations Center located at 230 Hospital Road, 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



James Gregg, P.E.

SUMMARY BID TAB
Booker Dairy Road Water Main Extension and Replacement (2598-BV)
 Town of Smithfield
 Smithfield, North Carolina

THE WOOTEN COMPANY 01/12/2017		LOW BIDDER			1. R.D. Braswell Construction Co.			2. J.F. Wilenski Contracting Co.			3. Stantec Contractors Inc.			4. T.A. Loving Co.		
		UNITS	TOTAL QUAN.	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	
BASE BID-SECTION 1																
1	4" CS90 RJ Water Main	LF	28	\$40.00	\$1,120.00	\$59.00	\$1,652.00	\$61.23	\$1,714.44	\$70.00	\$1,960.00	\$50.00	\$1,400.00	\$50.00	\$1,400.00	
2	8" CS90 RJ Water Main	LF	34	\$54.44	\$1,851.96	\$73.00	\$2,482.00	\$73.90	\$2,512.60	\$83.50	\$2,839.00	\$43.50	\$1,480.50	\$43.50	\$1,480.50	
3	8" CS90 RJ Water Main	LF	351	\$55.00	\$19,305.00	\$51.00	\$17,905.00	\$56.14	\$19,705.14	\$40.00	\$14,040.00	\$40.00	\$14,040.00	\$40.00	\$14,040.00	
4	12" CS90 RJ Water Main	LF	60	\$72.00	\$4,320.00	\$72.00	\$4,320.00	\$91.56	\$5,493.60	\$75.00	\$4,500.00	\$75.00	\$4,500.00	\$75.00	\$4,500.00	
5	16" CS95 PVC Water Main	LF	2,554	\$46.62	\$119,273.48	\$44.00	\$112,376.00	\$82.24	\$210,040.96	\$70.00	\$178,760.00	\$70.00	\$178,760.00	\$70.00	\$178,760.00	
6	16" CS95 RJ Water Main	LF	1,507	\$55.75	\$84,015.25	\$77.00	\$116,039.00	\$105.20	\$156,536.40	\$85.00	\$128,025.00	\$85.00	\$128,025.00	\$85.00	\$128,025.00	
7	16" DIP Water Main	LF	40	\$65.70	\$2,628.00	\$81.00	\$3,240.00	\$114.96	\$4,598.40	\$105.00	\$4,200.00	\$105.00	\$4,200.00	\$105.00	\$4,200.00	
8	4" Valve and Box	EA	2	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00	\$877.74	\$1,755.48	\$700.00	\$1,400.00	\$700.00	\$1,400.00	\$700.00	\$1,400.00	
9	6" Valve and Box	EA	1	\$590.00	\$590.00	\$1,000.00	\$1,000.00	\$1,089.97	\$1,089.97	\$930.00	\$930.00	\$930.00	\$930.00	\$930.00	\$930.00	
10	8" Valve and Box	EA	6	\$1,325.00	\$7,950.00	\$1,500.00	\$9,000.00	\$1,381.50	\$8,289.00	\$1,200.00	\$7,200.00	\$1,200.00	\$7,200.00	\$1,200.00	\$7,200.00	
11	12" Valve and Box	EA	2	\$2,160.00	\$4,320.00	\$2,800.00	\$5,600.00	\$2,332.69	\$4,665.38	\$2,200.00	\$4,400.00	\$2,200.00	\$4,400.00	\$2,200.00	\$4,400.00	
12	16" Valve and Box	EA	5	\$9,275.00	\$46,375.00	\$8,400.00	\$42,000.00	\$9,137.58	\$45,687.90	\$8,000.00	\$40,000.00	\$8,000.00	\$40,000.00	\$8,000.00	\$40,000.00	
13	Water Air Release Valve in Manhole	EA	4	\$4,200.00	\$16,800.00	\$7,900.00	\$31,600.00	\$2,984.37	\$11,937.48	\$7,000.00	\$28,000.00	\$7,000.00	\$28,000.00	\$7,000.00	\$28,000.00	
14	Water Service Changeover	EA	7	\$1,250.00	\$8,750.00	\$1,700.00	\$11,900.00	\$2,384.37	\$16,690.59	\$1,500.00	\$10,500.00	\$1,500.00	\$10,500.00	\$1,500.00	\$10,500.00	
15	Fire Hydrant Assembly	EA	9	\$4,830.00	\$43,470.00	\$5,200.00	\$46,800.00	\$5,041.41	\$45,372.69	\$4,500.00	\$40,500.00	\$4,500.00	\$40,500.00	\$4,500.00	\$40,500.00	
16	Remove Existing Fire Hydrant	EA	7	\$750.00	\$5,250.00	\$840.00	\$5,880.00	\$1,286.78	\$8,997.46	\$350.00	\$2,450.00	\$350.00	\$2,450.00	\$350.00	\$2,450.00	
17	18" Steel Encasement with 8" R/DI Water Main by Dry Bore and Jack in Soil (minimum price \$150)	LF	280	\$244.00	\$68,320.00	\$190.00	\$53,200.00	\$246.83	\$69,112.40	\$150.00	\$42,000.00	\$150.00	\$42,000.00	\$150.00	\$42,000.00	
18	18" Steel Encasement with 8" R/DI Water Main by Dry Bore and Jack in Rock (minimum price \$300)	LF	280	\$300.00	\$84,000.00	\$300.00	\$84,000.00	\$300.00	\$84,000.00	\$300.00	\$84,000.00	\$300.00	\$84,000.00	\$300.00	\$84,000.00	
19	30" Steel Encasement with 16" R/DI Water Main by Dry Bore and Jack in Soil (minimum price \$250)	LF	310	\$335.54	\$104,327.40	\$250.00	\$77,500.00	\$403.47	\$125,075.70	\$250.00	\$77,500.00	\$250.00	\$77,500.00	\$250.00	\$77,500.00	
20	30" Steel Encasement with 16" R/DI Water Main by Dry Bore and Jack in Rock (minimum price \$460)	LF	310	\$450.00	\$139,500.00	\$450.00	\$139,500.00	\$450.00	\$139,500.00	\$450.00	\$139,500.00	\$450.00	\$139,500.00	\$450.00	\$139,500.00	
21	Horizontal Directional Drill (Sheet 8 - 106 LF) 4" Fusible PVC or 5" HDPE	EA	1	\$5,500.00	\$5,500.00	\$5,600.00	\$5,600.00	\$7,195.35	\$7,195.35	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
22	Restrained Joint DI Fittings	LBS	16,130	\$3.50	\$56,455.00	\$4.00	\$64,520.00	\$5.01	\$80,650.50	\$1.75	\$28,227.50	\$1.75	\$28,227.50	\$1.75	\$28,227.50	
23	Undercut of Unstable Pipe Foundation	CY	809	\$15.50	\$12,539.50	\$45.00	\$36,405.00	\$41.77	\$33,791.93	\$50.00	\$40,450.00	\$50.00	\$40,450.00	\$50.00	\$40,450.00	
24	Rock Excavation	CY	539	\$30.00	\$16,170.00	\$28.00	\$15,072.00	\$70.51	\$37,904.89	\$50.00	\$26,950.00	\$50.00	\$26,950.00	\$50.00	\$26,950.00	
25	Asphalt Driveway Repair	SY	25	\$38.00	\$950.00	\$68.00	\$1,700.00	\$70.11	\$1,752.75	\$75.00	\$1,875.00	\$75.00	\$1,875.00	\$75.00	\$1,875.00	
26	Gravel Driveway Repair	SY	30	\$12.00	\$360.00	\$19.00	\$570.00	\$14.70	\$441.00	\$10.00	\$300.00	\$10.00	\$300.00	\$10.00	\$300.00	
27	Erosion Control	LS	1	\$25,000.00	\$25,000.00	\$49,000.00	\$49,000.00	\$27,970.64	\$27,970.64	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	
BASE BID-SECTION 2																
1	16" CS95 PVC Water Main	LF	2,325	\$40.62	\$94,441.50	\$44.00	\$102,300.00	\$45.75	\$106,603.75	\$70.00	\$162,750.00	\$70.00	\$162,750.00	\$70.00	\$162,750.00	
2	16" CS95 RJ Water Main	LF	541	\$55.75	\$30,161.25	\$77.00	\$41,769.00	\$69.13	\$37,389.33	\$45.00	\$24,225.00	\$45.00	\$24,225.00	\$45.00	\$24,225.00	
3	16" DIP Water Main	LF	20	\$145.00	\$2,900.00	\$81.00	\$1,620.00	\$91.66	\$1,833.20	\$105.00	\$2,100.00	\$105.00	\$2,100.00	\$105.00	\$2,100.00	
4	16" Valve and Box	EA	1	\$6,219.00	\$6,219.00	\$8,400.00	\$8,400.00	\$7,604.54	\$7,604.54	\$6,200.00	\$6,200.00	\$6,200.00	\$6,200.00	\$6,200.00	\$6,200.00	
5	Water Air Release Valve in Manhole	EA	3	\$4,200.00	\$12,600.00	\$7,900.00	\$23,700.00	\$8,137.58	\$24,412.74	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	
6	Fire Hydrant Assembly	EA	2	\$4,830.00	\$9,660.00	\$5,200.00	\$10,400.00	\$5,041.41	\$10,082.82	\$4,500.00	\$9,000.00	\$4,500.00	\$9,000.00	\$4,500.00	\$9,000.00	
7	Fusible PVC or 20" HDPE	EA	1	\$385,000.00	\$385,000.00	\$421,000.00	\$421,000.00	\$392,399.07	\$392,399.07	\$700,000.00	\$700,000.00	\$700,000.00	\$700,000.00	\$700,000.00	\$700,000.00	
8	Fusible PVC or 20" HDPE	EA	1	\$101,500.00	\$101,500.00	\$221,000.00	\$221,000.00	\$96,649.40	\$96,649.40	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	
9	Undercut of Unstable Pipe Foundation	CY	482	\$15.50	\$7,471.00	\$45.00	\$21,690.00	\$41.77	\$20,133.14	\$50.00	\$24,100.00	\$50.00	\$24,100.00	\$50.00	\$24,100.00	
10	Rock Excavation	CY	321	\$30.00	\$9,630.00	\$20.00	\$6,420.00	\$70.51	\$22,633.71	\$50.00	\$16,050.00	\$50.00	\$16,050.00	\$50.00	\$16,050.00	
11	Erosion Control	LS	1	\$19,000.00	\$19,000.00	\$35,000.00	\$35,000.00	\$18,395.81	\$18,395.81	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	

SUMMARY BID TAB
Booker Dairy Road Water Main Extension and Replacement (2698-BV)
 Town of Smithfield
 Smithfield, North Carolina

THE WOOTEN COMPANY 01/12/2017	DESCRIPTION	UNITS	TOTAL QUAN.	1. R.D. Braswell Construction Co.			2. J.F. Wilkerson Contracting Co.			3. Sanford Contractors Inc.			4. T.A. Leving Co.		
				UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST				
BASE BID-SECTION 3															
1	8" CS900 PVC Water Main	LF	24	\$28.17	\$676.08	\$54.00	\$1,296.00	\$56.56	\$1,357.44	\$72.00	\$1,728.00	\$1,728.00	\$1,728.00	\$1,728.00	\$1,728.00
2	12" CS900 R.J. Water Main	LF	71	\$48.89	\$3,478.29	\$93.00	\$6,603.00	\$90.33	\$6,413.43	\$115.00	\$8,165.00	\$8,165.00	\$8,165.00	\$8,165.00	\$8,165.00
3	16" CS905 PVC Water Main	LF	369	\$41.29	\$15,236.01	\$44.00	\$16,224.00	\$145.05	\$53,523.45	\$75.00	\$27,675.00	\$27,675.00	\$27,675.00	\$27,675.00	\$27,675.00
4	16" CS905 R.J. Water Main	LF	186	\$54.00	\$10,044.00	\$91.00	\$16,926.00	\$170.85	\$31,780.90	\$95.00	\$17,670.00	\$17,670.00	\$17,670.00	\$17,670.00	\$17,670.00
5	12" Valve and Box	EA	2	\$2,160.00	\$4,320.00	\$2,500.00	\$5,000.00	\$2,332.89	\$4,665.78	\$6,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
6	16" Valve and Box	EA	2	\$6,275.00	\$12,550.00	\$8,400.00	\$16,800.00	\$7,604.54	\$15,209.08	\$6,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
7	Water Service Changeover	EA	7	\$1,250.00	\$8,750.00	\$1,500.00	\$10,500.00	\$2,894.37	\$20,260.59	\$1,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
8	Water Air Release Valve In Manhole	EA	1	\$3,951.00	\$3,951.00	\$7,900.00	\$7,900.00	\$5,137.56	\$5,137.56	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
9	Fire Hydrant Assembly	EA	1	\$4,630.00	\$4,630.00	\$5,200.00	\$5,200.00	\$5,041.41	\$5,041.41	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00
10	24" Steel Encasement with 12" R.J. DI Water Main by Dry Bore and Jack in Soil (minimum price \$200)	LF	120	\$298.00	\$35,760.00	\$200.00	\$24,000.00	\$282.83	\$33,939.60	\$200.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00
11	24" Steel Encasement with 12" R.J. DI Water Main by Dry Bore and Jack in Rock (minimum price \$400)	LF	120	\$400.00	\$48,000.00	\$400.00	\$48,000.00	\$400.00	\$48,000.00	\$400.00	\$48,000.00	\$48,000.00	\$48,000.00	\$48,000.00	\$48,000.00
12	30" Steel Encasement with 16" R.J. DI Water Main by Dry Bore and Jack in Soil (minimum price \$250)	LF	100	\$336.54	\$33,654.00	\$250.00	\$25,000.00	\$416.01	\$41,601.00	\$250.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
13	30" Steel Encasement with 16" R.J. DI Water Main by Dry Bore and Jack in Rock (minimum price \$450)	LF	100	\$450.00	\$45,000.00	\$450.00	\$45,000.00	\$450.00	\$45,000.00	\$450.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
14	Restrained Joint DI Fittings	LBS	4,140	\$3.50	\$14,490.00	\$5.00	\$20,700.00	\$5.01	\$20,741.40	\$5.00	\$20,700.00	\$20,700.00	\$20,700.00	\$20,700.00	\$20,700.00
15	Undercut of Unstable Pipe Foundation	CY	109	\$15.50	\$1,689.50	\$45.00	\$4,905.00	\$41.77	\$4,552.93	\$50.00	\$5,450.00	\$5,450.00	\$5,450.00	\$5,450.00	\$5,450.00
16	Rock Excavation	CY	73	\$30.80	\$2,248.40	\$20.00	\$1,400.00	\$10.51	\$767.23	\$90.00	\$6,570.00	\$6,570.00	\$6,570.00	\$6,570.00	\$6,570.00
17	Erosion Control	LS	1	\$3,500.00	\$3,500.00	\$7,400.00	\$7,400.00	\$3,054.39	\$3,054.39	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
BASE BID-SECTION 4															
1	16" CS900 PVC Water Main	LF	4	\$28.17	\$112.68	\$120.00	\$480.00	\$193.44	\$773.76	\$250.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
2	16" CS905 PVC Water Main	LF	472	\$41.29	\$19,488.88	\$45.00	\$21,240.00	\$60.50	\$28,556.00	\$75.00	\$35,400.00	\$35,400.00	\$35,400.00	\$35,400.00	\$35,400.00
3	16" CS905 R.J. Water Main	LF	936	\$54.00	\$50,724.00	\$70.00	\$65,800.00	\$92.84	\$87,055.44	\$95.00	\$88,825.00	\$88,825.00	\$88,825.00	\$88,825.00	\$88,825.00
4	16" DIP Water Main	LF	20	\$89.50	\$1,790.00	\$140.00	\$2,800.00	\$91.42	\$1,828.40	\$125.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
5	16" Valve and Box	EA	3	\$6,275.00	\$18,825.00	\$8,400.00	\$25,200.00	\$7,604.54	\$22,813.62	\$6,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
6	10" Valve and Box	EA	1	\$1,525.00	\$1,525.00	\$2,500.00	\$2,500.00	\$1,891.60	\$1,891.60	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
7	Water Service Changeover	EA	1	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$2,394.37	\$2,394.37	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
8	Water Air Release Valve In Manhole	EA	2	\$3,951.00	\$7,902.00	\$7,900.00	\$15,800.00	\$8,137.56	\$16,275.16	\$4,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
9	Restrained Joint DI Fittings	LBS	4,225	\$3.50	\$14,787.50	\$5.00	\$21,125.00	\$5.01	\$21,167.25	\$5.00	\$21,125.00	\$21,125.00	\$21,125.00	\$21,125.00	\$21,125.00
10	Undercut of Unstable Pipe Foundation	CY	240	\$15.50	\$3,720.00	\$45.00	\$10,800.00	\$44.77	\$10,744.80	\$50.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
11	Rock Excavation	CY	160	\$30.00	\$4,800.00	\$20.00	\$3,200.00	\$10.51	\$1,681.60	\$90.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00
12	Concrete Driveway Repair	SY	15	\$300.00	\$4,500.00	\$130.00	\$1,950.00	\$191.73	\$2,875.95	\$120.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
13	Erosion Control	LS	1	\$5,500.00	\$5,500.00	\$18,000.00	\$18,000.00	\$6,139.05	\$6,139.05	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
				TOTAL BASE BID				\$1,906,666.76				\$2,443,082.17			
ALTERNATE 1															
1A	16" Meteral Tank Site	EA	1	\$26,941.00	\$26,941.00	\$22,850.00	\$22,850.00	\$23,772.76	\$23,772.76	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
				TOTAL ALTERNATE 1				\$26,941.00				\$23,772.76			
				TOTAL BASE BID + Alt. 1				\$1,933,607.76				\$2,466,854.93			

SUMMARY BID TAB
Booker Daily Road Water Main Extension and Replacement (2698-BV)
 Town of Smithfield
 Smithfield, North Carolina

THE WOOTEN COMPANY 01/12/2017	DESCRIPTION	UNITS	5. Temple Grading & Construction Inc.		6. H.C. Reynolds Co. Inc.		7. Park Construction of NC, Inc.		Average of 3 Low Bidders		Average of All Bids	
			UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
BASE BID-SECTION 1												
1	4" CS90 RJI Water Main	LF 28	\$22.00	\$616.00	\$39.00	\$1,092.00	\$69.00	\$1,932.00	\$53.08	\$1,486.16	\$45.03	\$1,260.84
2	4" CS90 RJI Water Main	LF 34	\$37.00	\$1,258.00	\$72.00	\$2,448.00	\$82.00	\$2,784.00	\$67.11	\$2,281.82	\$62.19	\$2,114.51
3	8" CS90 RJI Water Main	LF 35.1	\$39.00	\$1,366.90	\$45.00	\$1,575.00	\$91.00	\$3,180.00	\$54.05	\$1,887.76	\$52.45	\$1,819.49
4	12" CS90 RJI Water Main	LF 60	\$47.00	\$2,820.00	\$74.00	\$4,408.00	\$88.00	\$5,280.00	\$95.52	\$5,731.20	\$91.65	\$5,199.00
5	16" CS95 PVC Water Main	LF 2,554	\$55.00	\$140,470.00	\$44.00	\$112,376.00	\$79.00	\$201,765.00	\$55.62	\$142,053.48	\$53.27	\$135,864.53
6	16" CS95 RJI Water Main	LF 1,507	\$70.00	\$105,490.00	\$71.00	\$106,997.00	\$93.00	\$140,151.00	\$78.32	\$119,590.22	\$79.56	\$119,953.58
7	16" DIP Water Main	LF 40	\$124.00	\$4,960.00	\$71.00	\$2,840.00	\$164.00	\$6,560.00	\$98.55	\$3,942.13	\$104.24	\$4,169.49
8	4" Valve and Box	EA 2	\$720.00	\$1,440.00	\$900.00	\$1,800.00	\$937.00	\$1,874.00	\$923.91	\$1,847.83	\$881.25	\$1,722.50
9	6" Valve and Box	EA 1	\$855.00	\$855.00	\$1,070.00	\$1,070.00	\$1,076.00	\$1,076.00	\$1,096.32	\$1,096.32	\$1,017.14	\$1,017.14
10	8" Valve and Box	EA 6	\$1,200.00	\$7,200.00	\$1,453.00	\$8,718.00	\$1,624.00	\$9,744.00	\$1,403.17	\$8,419.00	\$1,385.21	\$9,311.29
11	12" Valve and Box	EA 2	\$2,200.00	\$4,400.00	\$2,495.00	\$4,990.00	\$2,581.00	\$5,162.00	\$2,330.96	\$4,661.53	\$2,352.70	\$4,705.40
12	12" Valve and Box	EA 5	\$6,250.00	\$31,250.00	\$31,970.00	\$159,850.00	\$8,421.00	\$42,105.00	\$7,426.51	\$37,132.57	\$6,792.08	\$33,960.39
13	Water Air Release Valve in Manhole	EA 4	\$5,550.00	\$22,200.00	\$7,000.00	\$28,000.00	\$4,750.00	\$19,000.00	\$6,745.86	\$26,983.44	\$5,935.23	\$23,740.90
14	Water Service Changover	EA 7	\$3,500.00	\$10,500.00	\$2,100.00	\$6,300.00	\$1,628.00	\$11,400.00	\$1,978.12	\$13,846.86	\$2,051.77	\$14,362.37
15	Fire Hydrant Assembly	EA 9	\$4,600.00	\$41,400.00	\$5,140.00	\$46,260.00	\$6,083.00	\$54,747.00	\$5,023.60	\$45,214.23	\$5,058.34	\$45,507.10
16	Remove Existing Fire Hydrant	EA 7	\$800.00	\$5,600.00	\$7,500.00	\$52,500.00	\$429.00	\$3,003.00	\$942.26	\$6,595.82	\$986.54	\$6,905.78
17	18" Steel Encasement with 8" RJI Water Main by Dry Bore and Jack in Soil (minimum price \$150)	LF 280	\$260.00	\$72,800.00	\$320.00	\$89,600.00	\$277.00	\$77,560.00	\$226.94	\$63,544.13	\$241.12	\$67,513.20
18	18" Steel Encasement with 8" RJI Water Main by Dry Bore and Jack in Rock (minimum price \$300)	LF 280	\$565.00	\$158,200.00	\$620.00	\$173,600.00	\$571.00	\$159,880.00	\$300.00	\$84,000.00	\$422.29	\$118,240.00
19	30" Steel Encasement with 16" RJI Water Main by Dry Bore and Jack in Soil (minimum price \$250)	LF 310	\$425.00	\$131,750.00	\$425.00	\$131,750.00	\$438.00	\$135,160.00	\$330.00	\$102,301.03	\$350.85	\$111,865.16
20	30" Steel Encasement with 16" RJI Water Main by Dry Bore and Jack in Rock (minimum price \$450)	LF 310	\$750.00	\$228,300.00	\$800.00	\$248,000.00	\$730.00	\$226,300.00	\$450.00	\$139,500.00	\$560.00	\$179,800.00
21	Horizontal Directional Drill (Sheet 8 - 106 LP) 4" Fusible PVC or 5" HDPE	EA 1	\$6,042.00	\$6,042.00	\$11,672.00	\$11,672.00	\$5,513.00	\$5,513.00	\$6,165.12	\$6,165.12	\$6,317.48	\$6,317.48
22	Restrained Joint DI Fittings	LBS 16,130	\$2.50	\$40,325.00	\$4.20	\$67,746.00	\$2.50	\$40,325.00	\$4.17	\$67,282.10	\$3.35	\$54,056.54
23	Undercut Unstable Pipe Foundation	CY 809	\$95.00	\$76,855.00	\$60.00	\$48,540.00	\$10.00	\$8,090.00	\$34.09	\$27,576.61	\$45.32	\$36,667.25
24	Rock Excavation	CY 539	\$150.00	\$80,850.00	\$50.00	\$26,970.00	\$716.00	\$385,416.00	\$40.17	\$21,691.63	\$35.22	\$19,176.21
25	Asphalt Driveway Repair	SY 25	\$100.00	\$2,500.00	\$200.00	\$5,000.00	\$85.00	\$2,125.00	\$68.70	\$1,717.58	\$80.87	\$2,271.82
26	Gravel Driveway Repair	SY 30	\$15.00	\$450.00	\$50.00	\$1,500.00	\$11.00	\$330.00	\$15.23	\$457.00	\$21.67	\$650.13
27	Erosion Control	LS 1	\$50,000.00	\$50,000.00	\$22,870.00	\$22,870.00	\$36,689.00	\$36,689.00	\$33,990.21	\$33,990.21	\$34,504.23	\$34,504.23
BASE BID-SECTION 2												
1	16" CS95 PVC Water Main	LF 2,325	\$37.00	\$86,025.00	\$44.00	\$102,300.00	\$79.00	\$185,613.00	\$43.78	\$101,811.75	\$51.02	\$120,026.46
2	16" CS95 RJI Water Main	LF 541	\$52.00	\$28,132.00	\$71.00	\$38,411.00	\$83.00	\$44,913.00	\$67.28	\$36,405.69	\$71.84	\$38,865.44
3	16" DIP Water Main	LF 20	\$120.00	\$2,400.00	\$170.00	\$3,400.00	\$164.00	\$3,280.00	\$102.55	\$2,051.07	\$109.67	\$2,193.31
4	16" Valve and Box	EA 1	\$6,250.00	\$6,250.00	\$6,394.00	\$6,394.00	\$6,421.00	\$6,421.00	\$7,407.83	\$6,784.08	\$6,784.08	
5	Water Air Release Valve in Manhole	EA 3	\$5,525.00	\$16,575.00	\$7,000.00	\$21,000.00	\$4,750.00	\$14,275.00	\$6,745.86	\$20,237.58	\$5,931.05	\$17,794.95
6	Fire Hydrant Assembly	EA 2	\$4,600.00	\$9,200.00	\$5,140.00	\$10,280.00	\$6,083.00	\$12,166.00	\$5,023.60	\$10,047.61	\$5,058.34	\$10,112.69
7	Fusible PVC or 20" HDPE	EA 1	\$450,000.00	\$450,000.00	\$544,016.00	\$544,016.00	\$669,648.00	\$669,648.00	\$396,133.02	\$396,133.02	\$507,437.59	\$507,437.59
8	Fusible PVC or 20" HDPE	EA 1	\$200,000.00	\$200,000.00	\$265,608.00	\$265,608.00	\$446,665.00	\$446,665.00	\$198,383.13	\$198,383.13	\$220,188.91	
9	Undercut of Unstable Pipe Foundation	CY 482	\$85.00	\$41,070.00	\$60.00	\$28,920.00	\$10.00	\$4,820.00	\$34.09	\$16,431.38	\$45.32	\$21,846.31
10	Rock Excavation	CY 321	\$150.00	\$48,150.00	\$60.00	\$19,260.00	\$216.00	\$69,336.00	\$40.17	\$12,894.57	\$35.22	\$11,304.24
11	Erosion Control	LS 1	\$34,000.00	\$34,000.00	\$11,544.00	\$11,544.00	\$49,643.00	\$49,643.00	\$24,128.60	\$24,128.60	\$28,253.26	\$28,253.26

SUMMARY BID TAB
Booker Dairy Road Water Main Extension and Replacement (2698-BV)
Town of Smithfield
Smithfield, North Carolina

THE WOOTEN COMPANY
 01/22/2017

BASE BID-SECTION 3	UNITS	DESCRIPTION	5. Temple Grading & Construction Inc.		G. H.C. Reynolds Co. Inc.		F. Park Construction of Nc. Inc.		Average of 3 Low Bidders		Average of All Bids	
			UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	LF 24	18" CS90 PVC Water Main	\$44.00	\$1,056.00	\$45.00	\$1,080.00	\$40.00	\$1,020.00	\$49.68	\$1,189.94	\$55.68	\$1,336.22
2	LF 71	12" CS90 RJ Water Main	\$53.00	\$3,763.00	\$75.00	\$5,250.00	\$98.00	\$6,240.00	\$77.44	\$5,496.24	\$87.90	\$4,921.10
3	LF 368	16" CS05 RJ Water Main	\$1.00	\$22,509.00	\$45.00	\$16,605.00	\$78.00	\$28,311.00	\$76.78	\$28,331.82	\$70.05	\$25,947.92
4	EA 2	16" CS05 RJ Water Main Valve and Box	\$76.00	\$152.00	\$74.00	\$148.00	\$93.00	\$186.00	\$101.88	\$203.76	\$91.52	\$183.04
5	EA 2	12" Valve and Box	\$2,200.00	\$4,400.00	\$2,400.00	\$4,800.00	\$2,481.00	\$4,962.00	\$2,300.96	\$4,601.92	\$2,381.27	\$4,762.54
6	EA 2	16" Valve and Box	\$2,500.00	\$5,000.00	\$2,700.00	\$5,400.00	\$2,421.00	\$4,842.00	\$2,426.51	\$4,853.02	\$2,534.57	\$5,069.14
7	EA 7	Water Service Changeover	\$3,500.00	\$24,500.00	\$1,700.00	\$11,900.00	\$1,028.00	\$7,196.00	\$1,911.46	\$13,360.20	\$2,023.34	\$14,163.37
8	EA 1	Water Air Release Valve In Manhole	\$5,523.00	\$5,523.00	\$7,000.00	\$7,000.00	\$4,758.00	\$4,758.00	\$6,066.19	\$6,066.19	\$5,697.51	\$5,697.51
9	EA 1	Fire Hydrant Assembly	\$4,600.00	\$4,600.00	\$5,140.00	\$5,140.00	\$5,083.00	\$5,083.00	\$5,023.80	\$5,023.80	\$5,099.20	\$5,099.20
10	LF 120	24" Steel Encasement with 12" RJD1 Water Main by Dry Bore and Jack in Soil (minimum price \$200)	\$335.00	\$40,200.00	\$340.00	\$40,800.00	\$360.00	\$43,200.00	\$346.94	\$39,632.20	\$392.26	\$47,071.37
11	LF 120	24" Steel Encasement with 12" RJD1 Water Main by Dry Bore and Jack in Rock (minimum price \$400)	\$640.00	\$76,800.00	\$660.00	\$79,200.00	\$654.00	\$78,480.00	\$400.00	\$48,000.00	\$510.57	\$61,268.57
12	LF 100	30" Steel Encasement with 16" RJD1 Water Main by Dry Bore and Jack in Soil (minimum price \$250)	\$475.00	\$47,500.00	\$425.00	\$42,500.00	\$513.00	\$51,300.00	\$334.18	\$33,418.33	\$380.79	\$38,079.29
13	LF 100	30" Steel Encasement with 16" RJD1 Water Main by Dry Bore and Jack in Rock (minimum price \$450)	\$775.00	\$77,500.00	\$800.00	\$80,000.00	\$607.00	\$60,700.00	\$450.00	\$45,000.00	\$587.43	\$58,742.86
14	LF 4,140	Restrained Joint DI Fittings	\$2.50	\$10,350.00	\$4.20	\$17,388.00	\$2.50	\$10,350.00	\$4.50	\$18,643.80	\$3.49	\$14,466.34
15	CY 109	Undercut of Unstable Pipe Foundation	\$95.00	\$10,355.00	\$60.00	\$6,540.00	\$10.00	\$1,090.00	\$34.09	\$3,715.81	\$45.32	\$4,940.35
16	CY 73	Rock Excavation	\$150.00	\$10,950.00	\$90.00	\$6,570.00	\$215.00	\$15,735.00	\$40.17	\$2,932.41	\$90.93	\$6,637.89
17	LS 1	Erosion Control	\$6,900.00	\$6,900.00	\$4,000.00	\$4,000.00	\$4,966.00	\$4,966.00	\$4,651.46	\$4,651.46	\$5,688.63	\$5,688.63
BASE BID-SECTION 4												
1	LF 4	18" CS90 PVC Water Main	\$42.00	\$168.00	\$100.00	\$400.00	\$80.00	\$320.00	\$113.87	\$455.48	\$116.23	\$464.92
2	LF 472	16" CS90 PVC Water Main	\$58.00	\$27,376.00	\$44.00	\$20,768.00	\$79.00	\$37,288.00	\$49.83	\$23,094.96	\$57.54	\$27,159.55
3	LF 935	16" CS05 RJ Water Main	\$72.00	\$67,320.00	\$71.00	\$66,363.00	\$93.00	\$86,961.00	\$71.85	\$67,270.15	\$78.12	\$73,042.20
4	EA 20	16" Dip Water Main Valve and Box	\$131.00	\$2,620.00	\$71.00	\$1,420.00	\$164.00	\$3,280.00	\$86.97	\$1,739.47	\$111.70	\$2,234.08
5	EA 3	16" Valve and Box	\$6,225.00	\$18,675.00	\$6,394.00	\$19,182.00	\$6,421.00	\$19,263.00	\$7,426.51	\$22,276.54	\$6,802.79	\$20,408.37
6	EA 1	10" Valve and Box	\$1,775.00	\$1,775.00	\$3,800.00	\$3,800.00	\$2,160.00	\$2,160.00	\$2,005.53	\$2,005.53	\$2,321.66	\$2,321.66
7	EA 1	Water Service Changeover	\$3,500.00	\$3,500.00	\$2,100.00	\$2,100.00	\$1,625.00	\$1,625.00	\$1,744.79	\$1,744.79	\$1,951.77	\$1,951.77
8	EA 2	Water Air Release Valve In Manhole	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00	\$4,758.00	\$4,758.00	\$6,666.19	\$6,666.19	\$5,893.94	\$5,893.94
9	LBS 4,225	Restrained Joint DI Fittings	\$2.50	\$10,562.50	\$4.20	\$17,745.00	\$2.50	\$10,562.50	\$4.84	\$20,434.92	\$3.64	\$15,366.93
10	CY 240	Undercut of Unstable Pipe Foundation	\$95.00	\$22,800.00	\$60.00	\$14,400.00	\$10.00	\$2,400.00	\$34.09	\$8,181.60	\$46.32	\$10,877.83
11	CY 160	Rock Excavation	\$150.00	\$24,000.00	\$100.00	\$15,000.00	\$215.00	\$34,500.00	\$40.17	\$6,427.20	\$96.64	\$15,468.00
12	SY 15	Concrete Driveway Repair	\$93.00	\$13,950.00	\$100.00	\$15,000.00	\$66.00	\$9,900.00	\$173.91	\$26,086.65	\$128.39	\$1,925.85
13	LS 1	Erosion Control	\$54,000.00	\$54,000.00	\$7,300.00	\$7,300.00	\$12,763.00	\$12,763.00	\$9,876.68	\$9,876.68	\$17,672.36	\$17,672.36
TOTAL BASE BID				\$2,795,477.50	\$2,845,817.00	\$3,449,774.50	\$2,215,442.88					\$2,619,024.46
ALTERNATE 1												
1A	EA 1	16" Meter at Lawn Side	\$50,000.00	\$50,000.00	\$19,000.00	\$19,000.00	\$21,985.00	\$21,985.00	\$25,187.92	\$25,187.92	\$28,008.39	\$28,008.39
TOTAL ALTERNATE 1				\$50,000.00	\$19,000.00	\$21,985.00	\$21,985.00	\$25,187.92	\$25,187.92	\$28,008.39	\$28,008.39	\$28,008.39
TOTAL BASE BID + AL 1				\$2,845,477.50	\$2,864,817.00	\$3,471,759.50	\$2,240,627.88					\$2,647,032.85



Water Resources
ENVIRONMENTAL QUALITY

PAT MCCRORY

Governor

DONALD R. VAN DER VAART

Secretary

S. JAY ZIMMERMAN

Director

September 08, 2016

WALTER (TED) CREDLE, DIRECTOR
TOWN OF SMITHFIELD
P O BOX 761
SMITHFIELD, NC 27577

Re: **Authorization to Construct**
BOOKER DAIRY RD WATER MAIN EXTENSION & REPLACEMENT
SMITHFIELD, TOWN OF
JOHNSTONCOUNTY, NC0351010

Authorization to Construct (This is not a Final Approval)

Dear Applicant:

This letter is to confirm that a complete Engineer's Report and a Water System Management Plan have been received, and that engineering plans and specifications have been approved by the Department for **BOOKER DAIRY RD WATER MAIN EXTENSION & REPLACEMENT, Serial No. 16-00677.**

The Authorization to Construct is valid for 24 months from the **Issue Date** (refer to next page). Authorization to Construct may be extended if the Rules Governing Public Water Supplies and site conditions have not changed (see Rule .0305). The Authorization to Construct and the engineering plans and specifications approval letter shall be posted at the primary entrance of the job site before and during construction.

Upon completion of the construction or modification, and prior to placing the new construction or modification into service, the applicant must submit an Engineer's Certification and Applicant Certification directly to LINDSAY QUANT, P.E. of this office.

- **Engineer Certification:** in accordance with Rule .0303 (a), the applicant shall submit a certification statement signed and sealed by a registered professional engineer stating that construction was completed in accordance with approved engineering plans and specifications, including any provisions stipulated in the Department's engineering plan and specification approval letter.
- **Applicant Certification:** in accordance with Rule .0303 (c), the applicant shall submit a signed certification statement indicating that the requirements for an Operation and Maintenance Plan and Emergency Management Plan have been satisfied in accordance with Rule .0307 (d) and (e) and that the system has a certified operator in accordance with Rule .1300. The "Applicant Certification" form is available at <http://www.deh.enr.state.nc.us/pws/> (click on Plan Review Forms, under Plan Review heading).

If this Authorization to Construct is for a new public water system, the owner must submit a completed application for an **Operating Permit** and the appropriate fee. For a copy of the application for an Operating Permit please call (919) 707-9085.

Once the certifications and permit application and fee, (if applicable), are received and determined adequate, the Department will issue a Final Approval letter to the applicant. In accordance with Rule .0309 (a), **no portion of this project shall be placed into service until the Department has issued Final Approval.**

If the Public Water Supply Section can be of further assistance, please call (919) 707-9100.

Sincerely,

Robert W. Midgette, P.E. Operations Branch Head
Public Water Supply Section
Division of Water Resources

cc: ALLEN HARDY, Raleigh Regional Office
The Wooten Company-Raleigh

North Carolina Department of Environmental Quality
Division of Water Resources

Public Water System Authorization to Construct

Public Water System Name and Water System No.:	SMITHFIELD, TOWN OF NC0351010
Project Name:	BOOKER DAIRY RD WATER MAIN EXTENSION & REPLACEMENT
Serial No.:	16-00677
Issue Date:	09/08/2016
Expiration Date:	24 Months after Issue Date

In accordance with NCAC 18C .0305, this Authorization to Construct must be posted
at the primary entrance to the job site during construction.



PAT MCCRORY

Governor

DONALD R. VAN DER VAART

Secretary

S. JAY ZIMMERMAN

Director

September 8, 2016

Mr. Walter Credle, Director
Town of Smithfield
Post Office Box 761
Smithfield, North Carolina 27577

Re: Engineering Plans and Specifications Approval
Water Main Extension & Replacement
Booker Dairy Road
Town of Smithfield Water System
Water System No.: NC0351010
Johnston County
Serial No.: 16-00677

Dear Mr. Credle:

Enclosed please find one copy of the "Application for Approval..." together with one copy of the referenced engineering plans and specifications bearing the Division of Water Resources stamp of approval for the referenced project. These engineering plans and specifications are approved under Division of Water Resources Serial Number 16-00677, dated September 8, 2016.

Engineering plans and specifications prepared by James R. Gregg, P.E., call for the installation of approximately 11,650 feet of 16-inch, 250 feet of 12-inch, 630 feet of 8-inch, 35 feet of 6-inch, and 135 feet of 4-inch water main, valves, hydrants and other appurtenances along Booker Dairy Road (SR 1923) from the intersection with Buffalo Road to the intersection with North Brightleaf Road (US 301) and continuing along North Brightleaf Road and Shelter Way to the existing elevated water tank.

Please note that in accordance with 15A NCAC 18C .0309(a), no construction, alteration, or expansion of a water system shall be placed into service or made available for human consumption until the Public Water Supply Section has issued Final Approval. Final Approval will be issued and mailed to the applicant upon receipt of both an Engineer's Certification and an Applicant's Certification submitted in accordance 15 A NCAC 18C .0303 (a) and (c).

These plans and specifications in the foregoing application are approved insofar as the protection of public health is concerned as provided in the rules, standards and criteria adopted under the authority of Chapter 130A-317 of the General Statutes. This approval does not constitute a warranty of the design, construction or future operation of the water system.

Mr. Walter Credle, Director
Page 2 of 2
September 8, 2016

One copy of the "Application for Approval..." and a copy of the plans and specifications with a seal of approval from the department are enclosed. One copy of the enclosed documents in digital format (CD) is being forwarded to our Raleigh Regional Office. The third copy in digital format (CD) is being retained in our files.

If the Public Water Supply Section can be of further service, please call (919) 707-9100.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Midgette P.E.", with a horizontal line extending to the right.

Robert W. Midgette, P.E., Operations Branch Head
Public Water Supply Section
Division of Water Resources

RWM/LAQ

Enclosures: Approval Documents

cc: Allen Hardy, Raleigh Regional Office
Johnston County Health Department
James R. Gregg, P.E., The Wooten Company



PAT MCCRORY

Governor

DONALD R. VAN DER VAART

Secretary

TRACY DAVIS

Director

October 12, 2016

LETTER OF APPROVAL WITH MODIFICATIONS

Town of Smithfield
Walter Ted Credle
PO Box 75
Smithfield, NC 27577

RE: Project Name: BOOKER DAIRY ROAD WATER MAIN EXT. & REPL.
Acres Approved: 8.0
Project ID: JOHNS-2017-004
County: Johnston, City: Smithfield
Address: Ava Gardner Ave.
River Basin: Neuse
Stream Classification: Other
Submitted By: James Gregg
Date Received by LQS: October 5, 2016
Plan Type: Utilities
Plan Description: Revised plan submitted to address disapproval comments.

Dear Sir or Madam:

This office has reviewed the subject erosion and sedimentation control plan. We find the plan to be acceptable and hereby issue this Letter of Approval. The enclosed Certificate of Approval must be posted at the job site. This plan approval shall expire three (3) years following the date of approval, if no land-disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129.

Please be aware that your project will be covered by the enclosed NPDES Construction Stormwater General Permit NCG010000. Please become familiar with all the requirements and conditions of this permit in order to achieve compliance.

Title 15A NCAC 4B .0118(a) requires that a copy of the approved erosion control plan be on file at the job site. Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to insure compliance with the approved plan.

Division of Energy, Mineral, and Land Resources
3800 Barrett Drive • Phone: 919-791-7200 • FAX: 919-571-4718
Internet: <http://portal.ncdenr.org/web/tr/>
An Equal Opportunity \ Affirmative Action Employer – 50% Recycled \ 10% Post Consumer Paper

Letter of Approval
Walter Ted Credle
October 12, 2016
Page 2 of 3

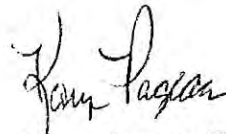
North Carolina's Sedimentation Pollution Control Act is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, the erosion and sedimentation control plan is inadequate to meet the requirements of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statute 113A-51 through 66), this office may require revisions to the plan and implementation of the revisions to insure compliance with the Act.

Acceptance and approval of this plan is conditioned upon your compliance with Federal and State water quality laws, regulations, and rules. In addition, local city or county ordinances or rules may also apply to this land-disturbing activity. This approval does not supersede any other permit or approval.

Please note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form, which you provided. You are requested to file an amended form if there is any change in the information included on the form. In addition, it would be helpful if you notify this office of the proposed starting date for this project. Please notify us if you plan to have a preconstruction conference.

Your cooperation is appreciated.

Sincerely,



Karyn Pageau, EI, CPESC
Regional Engineer Associate
Land Quality Section

Enclosures: Certificate of Approval
NPDES Permit

cc: James Gregg, PE, The Wooten Company, 120 NORTH BOYLAN AVE, RALEIGH NC
27603-1423
NPDES File

Letter of Approval
Walter Ted Credle
October 12, 2016
Page 3 of 3

MODIFICATIONS REQUIRED FOR APPROVAL

Project Name: BOOKER DAIRY ROAD WATER MAIN EXT. & REPL.
Project ID: JOHNS-2017-004
County: Johnston

- 1. Provide copy of NCDOT driveway permit prior to construction beginning. (GS113A-54.1) -



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

NICHOLAS J. TENNYSON
SECRETARY

November 21, 2016

WBS ELEMENT: 34929.2.5 (U-3334B)
COUNTY: Johnston
DESCRIPTION: SR 1923 Booker Dairy Rd. from SR 1003 Buffalo Rd. to US 301 Brightleaf Blvd.
SUBJECT: Utility Conflict – Town of Smithfield

Mr. Ted Credle
Director Public Utilities
Town of Smithfield
230 Hospital Rd.
Smithfield, NC 27577

Dear Mr. Credle:

Attached for your files is an executed copy of the **Encroachment Contract Agreement**, which covers the proposed relocation of your Company's facilities in conflict with the above project.

Please do not begin any of the actual relocations of your facilities until a Utility Relocation Scheduling Conference (URSC) has been held with the NCDOT Resident Engineer or his designee. I am requesting our Resident Engineer, Mr. Brandon Herring PE, in Smithfield, NC at telephone (919) 209-1090, to get in touch with your Mr. James Gregg at (919)828-0531, in Raleigh, NC to arrange for a URSC meeting within ten (10) working days of receipt of this correspondence and prior to beginning the actual utility relocations. If your company is using a contractor/sub-contractor, then the contracting company must attend the URSC meeting. A schedule should be determined in this Conference that will clear the conflicts prior to the contract availability date. After a schedule has been determined, you should diligently pursue clearing the conflict and adhering to your schedule in order not to impact the highway construction project. Your company representative has indicated **February 15, 2017** will be their start date and their facilities will be relocated no later than **November 1, 2017**. If prior arrangements have been coordinated with the NCDOT to complete your relocations after the project availability date, it is crucial that your company adhere to completing your construction based on the dates as indicated in the highway proposal scope of work.

In addition to the above, no relocation work can begin prior to the necessary right of way and **environmental permits being secured to accommodate your proposed relocation**. This could delay your relocation start and end dates as reflected above. If your relocation is delayed by right of way and/or permits, the department, in coordination with your staff, will develop a new relocation timeline.

As part of this authorization, I am requesting the Resident Engineer contact this office immediately if your company has not proceeded with relocating your facilities by the planned schedule start date or it is perceived by the Resident Engineer that your company appears not to be on schedule in accordance with your relocation completion date

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
UTILITIES UNIT
1555 MAIL SERVICE CENTER
RALEIGH NC 27699-1555

TELEPHONE: 919-707-6690
FAX: 919-250-4151
WEBSITE: WWW.NCDOT.ORG/DOH

LOCATION:
CENTURY CENTER COMPLEX
BUILDING B
1020 BIRCH RIDGE DRIVE
RALEIGH NC 27610

Mr. Credle
November 21, 2016

Please note that the relocation of any utility is subject to the environmental rules and regulations of the State of North Carolina. Violation to the NC Sedimentation Pollution Control Act, Clean Water Act, NC Coastal Management Act, or other environmental commitment outlined in the projects permits will not be tolerated and may result in work stoppage, penalties and/or construction delays.

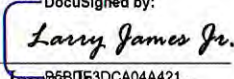
If your company is unable to proceed with the necessary relocations by the above scheduled start date or it is determined by your company the relocation will not be complete in accordance with your relocation schedule, please contact the Resident Engineer and this office immediately.

It is crucial that your company relocate the conflicting facilities in accordance with your relocation schedule as provided to the Department. Failing to meet your relocation deadline will be a direct contributing factor to delaying the subject project. In addition, if you are relocating facilities during the highway construction phase, any delays to your relocation schedule will delay the highway contractor. Under these conditions, the highway contractor is subject to file a delay claim against the Department for time and idle equipment. These types of claims can be monetary in damage and significantly increase the construction cost to the department.

Thank you for your cooperation in this matter.

Sincerely,

Ronald B. Wilkins, PE
State Utilities Manager

By: 
Larry M. James Jr.
Utility Agent

RBW:lmjlr:
Attachment
cc:

- Mr. Lloyd Johnston-Division Right of Way Agent
- Mr. Mike Davis-Hinde Engineering
- Mr. Tim Little, PE-Division Engineer (w\copy of Encroachment Agreement)
- Mrs. Wendi O. Johnson, PE-Division Construction Engineer
- Mr. Brandon Herring, PE-Resident Engineer (w2 copies of Encroachment Agreement & Plans)
- Mr. Corey McLamb, PE-Area Construction Engineer
- Mr. Don G. Lee CPESC-State Roadside Environmental Engineer

Note to Division Engineer: Please invite Mr. James Gregg 120 North Boylan Avenue Raleigh, NC 27603 to Pre-construction Conference.

UT Form 11

Rev. 7/16

WBS # 34929.25
TIP # U-3334-B

ROUTE SR1923, US 301 PROJECT Booker Dairy Road WM Ext. and Replac. COUNTY OF Johnston STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
PRIMARY AND SECONDARY HIGHWAYS

-AND-

Town of Smithfield

230 Hospital Road, Smithfield, NC 27577
919-934-2116

THIS AGREEMENT, made and entered into this the 21st day of November 20 16 by and between the Department of Transportation, party of the first part; and Town of Smithfield party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) SR1923, US HWY 301, located Along the north side of SR1923, the east side of US HWY 301

with the construction and/or erection of: 12,815 LF of 4-inch, 6-inch, 8-inch, 12-inch and 16-inch water mains as shown on plans by The Wooten Company

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

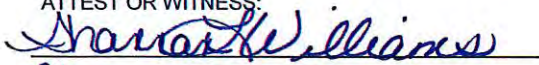
During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

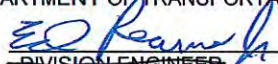
R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

ATTEST OR WITNESS:


 Shannan L. Williams

 Town Clerk

DEPARTMENT OF TRANSPORTATION
 BY: 

 DIVISION ENGINEER
 Area Utility Agent
 Walter (Ted) Credle, Director

 Town of Smithfield
 Second Party



INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the Head of Structure Design in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.

8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, _____.

Amendment No. 1 to Task Order No. 6

1. Background Data:

- a. Effective Date of Task Order Agreement: May 6, 2015
- b. Owner: Town of Smithfield
- c. Engineer: L.E. Wooten and Company dba The Wooten Company
- d. Specific Project: 2016 Water Main Improvements

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:
 - **Construction Contract Administration – (per Task Order #6) with the following revisions:**
 - The Owner will be installing all improvements. Thus, there will be no waterline work completed by NCDOT. All reference to the NCDOT contract and work related; thereto shall be disregarded.
 - Engineer’s work shall also include general coordination with NCDOT for relevant construction items (e.g., clearing of right-of-way).
 - **Construction Observation – (per Task Order #6) with the following revisions:**
 - The Owner will be installing all improvements. Thus, there will be no waterline work completed by NCDOT. All reference to the NCDOT contract and work related; thereto shall be disregarded.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with Task Order No. 1 now include the additional items shown above under (2.a.) i.e. Amendment No. 1 to Task Order No. 6.

c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

• Construction Contract Administration	\$35,200
• Construction Observation**	<u>\$60,200</u>
Total Compensation for Construction Phase Services*	\$95,400

*Based on Hourly Rate plus Reimbursable Expenses. The fees are the estimated amounts that will not be exceeded without being authorized by the Owner.

**Based on ½ time construction observation through final completion. The estimated day for observation is 86 days.

The schedule for rendering services under this Task Order is modified as follows:

- **Follows Construction Contract with 240 Calendar Day Construction period.**

3. Task Order Summary (Reference only)

a. Original Task Order amount:	<u>\$123,700</u>
b. Net change for prior amendments:	<u>\$ 0</u>
c. This amendment amount:	<u>\$ 95,400</u>
d. Adjusted Task Order amount:	<u>\$219,100</u>

Owner and Engineer hereby agree to modify the above-referenced Task Order No. 6 as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

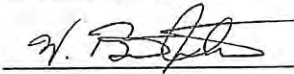
Name: Town of Smithfield

Name: L.E. Wooten and Company dba
The Wooten Company

By: Michael Scott

By: W. Brian Johnson, PE

Signature: _____

Signature: 

Title: Town Manager

Title: Director, Civil/Env. Engineering

Date Signed: _____

Date Signed: 1/19/17

Attachment No. 1 – Standard Hourly Rate Schedule

THE WOOTEN COMPANY
 SCHEDULE OF FEES
 ENGINEERING COST BREAKDOWN
 HOURLY RATES FOR WAGE CATEGORIES

Wage Category	Hourly Billing Rate
Engineer I	\$ 84
Engineer II	\$ 103
Engineer III	\$ 133
Engineer IV	\$ 180
Architect II	\$ 123
Designer I	\$ 63
Designer II	\$ 77
Designer III	\$ 99
Designer IV	\$ 123
Landscape Designer II	\$ 92
Construction Admin I	\$ 81
Construction Admin II	\$ 132
Construction Admin III	\$ 180
Construction Observer / Resident Project Representative I	\$ 67
Construction Observer / Resident Project Representative II	\$ 75
Construction Observer / Resident Project Representative III	\$ 85
Survey Technician	\$ 55
Survey Field Supervisor	\$ 80
Project Surveyor	\$ 97
Surveyor Project Manager	\$ 135
GIS Analyst III	\$ 99
Community Development Specialist II	\$ 81
Project Assistant	\$ 70
Project Coordinator	\$ 104
Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.	

The Wooten Company makes annual adjustments on July 1st. The above hourly rates reflect current rates for the period through June 30, 2017. Hourly billing rates (per diem rates) will change effective July 1, 2017 to reflect Direct Payroll Costs (salaries) being paid at that time.



Request for City Council Action

**Business
Agenda
Item:** Purchase of
Water
System
Equipment
Date: 2/7/17

Subject: Purchase of Water System Equipment

Department: Public Utilities

Presented by: Ted Credle

Presentation: No

Issue Statement

The Council is asked to authorize the Finance Director to create Line item 45-7200-7408; approve the transfer of \$65,000 from line item 45-7200-7405 to line item 45-7200-7408; and authorize the purchase of equipment to improve the water quality at the Water Plant.

Financial Impact

There will be no impact to the Water/Sewer Fund funds, or the budget. These funds were already closed as part of a previous loan.

Action Needed

Authorize the Finance Director to create Line item 45-7200-7408; approve the transfer of \$65,000 from line item 45-7200-7405 to line item 45-7200-7408; and authorize the purchase of equipment

Recommendation

Staff recommends Council to approve the creation of the line item, the transfer of funds, and authorize the purchase of the equipment as stated, above.

Approved: City Manager City Attorney

Attachments:

- Quotation for the four (4) mixers – includes installation
- Quotation for the two (2) meters
- Quotation for installation of water meter
- Budget Amendment



Staff Report

**Business
Agenda
Item:** **Purchase of
Water
System
Equipment**

The capital improvement project "Sand Removal" was previously approved for the Water Plant by Council in FY 2015-2016. This project was constructed and completed in March of 2016. Funds for this project were acquired through a private lending institution, which forwarded the complete loan balance in the fall of 2016. The cost of project construction ended up being less than the budgeted amount, as well as, the loan balance that was granted by the lending institution.

For water quality purposes, the Water Plant has the need to install four (4) water mixers throughout the distribution system. Two (2) will be installed within the finished water clear well and one (1) each at elevated water tanks in the distribution system. By mixing the water within the tanks, the water is less susceptible to settling issues, aging issues, and short-circuiting.

Also, the Town will need two (2) bulk water flow meters installed at the delivery points where the Town delivers water to Johnston County. These meters will verify how much water the County is purchasing from the Town. Currently, the Town currently has no such measuring device.

Staff is proposing to **use the funds, saved by the economical installation of the "Sand Removal" project to purchase and install the needed mixers and** one (1) of the meters. Installation of the second meter will be paid through other funds.



738 Thelma Road Roanoke Rapids, NC 27870
Phone: (800) 828-0876 Fax: (252) 535-3215
www.tankcare.net

PROPOSAL

Date: 12/2/2016

Proposed Submitted To:

Project & Job Location:

**Town of Smithfield
P.O. Box 761
Smithfield, NC 27577**

Three (3) Water Storage Tanks

Southern Corrosion Inc. agrees to provide all the labor, equipment, and materials needed to complete the following:

Provide and install a one(1) Solar Bee GS-9 Mixer and GS/AP control panel with timer . All exterior wiring will be Teck-90. All wiring will continue down the exterior of the tank connected and supported by the exterior tank ladders, stand-offs, and/or ther components and will terminate at grade level. The control panel will be mounted on a nearby structure at grade level or presented to the owner.

Any additional wiring, trenching, and/or extensions will be installed by others. All electrical connections will be the responsibility of the tank owner or licensed electrician. The owner is to supply all licenses, fees, permits or other related costs.

Two (2) Elevated Water Storage Tanks – One(1) mixer each
One (1) Ground Storage Tank (2 Mixers)

Thirty Six Thousand One Hundred Ninety-Four Dollars and ----- Total - \$36,194.00
----- xx/100

All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from specifications quoted involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry sufficient property insurance. Southern Corrosion Inc. will supply workman's compensation insurance, general insurance, builders risk insurance, and pollution liability insurance.

Southern Corrosion Inc.

Pricing Good For: **30 Days** Payment Terms: **Net 30 days**

Acceptance of Proposal – The above price, specifications, and conditions are satisfactory and are hereby accepted. Southern Corrosion Inc. is hereby authorized to do work as specified. Please sign date below and email or fax a copy back to our office.

Authorized Signature & Title:

Print Name:

Date of Acceptance:

Dale Boyette Superintendent Dale Boyette

12/5/16

QUOTATION

FCX Performance - Charlotte
 10525-C Granite Street
 Charlotte, NC 28273
 1-800-253-6223



Order Number	
2253696	
Order Date	Page
1/5/2017 10:20:54	1 of 2
Taker: Ryan McCullough	
Email: rmccullough@fcxperformance.com	

Quote Expires On 2/4/2017

Bill To:

TOWN OF SMITHFIELD SMI0010
 POST OFFICE BOX 761
 ACCOUNTS PAYABLE
 SMITHFIELD, NC 27577
 US
 919-934-2116

Ship To:

TOWN OF SMITHFIELD
 230 Hospital Road
 SMITHFIELD, NC 27577
 US

Requested By: Mr. TED CREDLE

Customer ID: 110023

Requested Date	PO Number	Ship Route	Taker
1/5/2017 00:00:00	SMITHFIELD 1-5-17	24000	RMCCULLOUGH

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

Delivery Instructions: Best way prepay and add

1.00	0.00	1.00	EA		(001) ABB FEW325300H1S4A1B1A1A1G2B3A1M5CWM	EA	3,549.5946	3,549.59
				1.0	12IN ELECTROMAGNETIC FLOWMETER		1.0	

Order Line Notes: +++2-3 WEEK LEAD TIME+++

1.00	0.00	1.00	EA		(002) ABB FEW325400H1S4A1B1A1A1G2B3A1M5CWM	EA	5,020.9189	5,020.92
				1.0	16IN ELECTROMAGNETIC FLOW METER		1.0	

Order Line Notes: +++8-9 WEEK LEAD TIME+++

1.00	0.00	1.00	EA		(003) FCX SERVICES	EA	0.0000	0.00
				1.0	FCx provides Onsite Instrumentation		1.0	

& Testing Services to support your process and new equipment purchases. Our FCx Field Service Technicians and Engineers can provide Startup, Commissioning, Calibration, Maintenance Programs, and troubleshooting at your facility for any mfg's equipment.

Item Note: ++NOTE FOR ABB PRODUCTS++ If FCx Services performs startup and commissioning of your new ABB Instrument, ABB may DOUBLE the warranty! Please contact your FCx Representative for details and to receive a quote.

QUOTATION

FCX Performance - Charlotte
 10525-C Granite Street
 Charlotte, NC 28273
 1-800-253-6223



Order Number	
2253696	
Order Date	Page
1/5/2017 10:20:54	2 of 2
Taker: Ryan McCullough	
Email: rmccullough@fcxperformance.com	

Quote Expires On 2/4/2017

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

Total Lines: 3

SUB-TOTAL (freight excluded): 8,570.51

TAX: 578.51

AMOUNT DUE (freight excluded): **\$9,149.02**

U.S. Dollars

The enclosed pricing and or discounts are predicated on receiving an order for the quantities as listed.
 Any significant deviation may result in a change in price and or discount.

All Orders Subject to FCX Terms & Conditions. For further information please visit www.fcxperformance.com.

NOTE: A rush fee of 5% or \$25.00, whichever is greater, must be applied to the order for guaranteed same day shipment from stock.
 Factory expedites subject to availability and additional charges.

Water Meter Installs-Town of Smithfield

R. D. BRASWELL CONSTRUCTION COMPANY

3241 U.S. 70 EAST SUITE 101
SMITHFIELD, N. C. 27577

TELEPHONE 919-965-3131
Fax 919-965-2643



1-24-17

- **Install 12” Water Meter on Existing Line. Meter Supplied by Town of Smithfield. All Other Material Supplied by RD Braswell Construction.**

\$15221.18

- **Install 16” Water Meter on Existing Line. Meter Supplied by Town of Smithfield. All Other Material Supplied by RD Braswell Construction.**

\$18482.09

**Thank You for the Opportunity.
Brandon Dennis
919-607-9252**



Request for City Council Action

Business **Funding**
Agenda **for NCDOT**
Item: **Agreement**
Date: 2/7/17

Subject: Funding for NCDOT Agreement
Department: Utilities
Presented by: Ted Credle
Presentation: No

Issue Statement

The Town is interested in converting some stoplights so the lights may function with a generator.

Financial Impact

The amount required by the NCDOT is \$2,500 to fund the agreement. The funds will have no impact on the approved fiscal budget

Action Needed

Approve the \$2,500 funds for the agreement

Recommendation

Staff recommends the approval of the funds for the agreement with the NCDOT.

Approved: City Manager City Attorney

Attachments:

Copy of NCDOT Agreement
NCDOT Stoplight Specification



Staff Report

**Business Funding
Agenda for NCDOT
Item: Agreement**

During the recent natural disaster (Hurricane Matthew), the Town, through no fault of its own, experienced a loss of power which affected a majority of the Town customers. Until power was restored, a dangerous situation was noticed. Many drivers approached various intersections without stopping, or even slowing down. This clear and present danger was somewhat lessened by having the Town Police Department direct traffic in the busiest intersections.

The NCDOT has a specification that allows their stoplights to be converted to a light that can accept generator power. The Town feels that in the rare occasions when power may be out for extended time, it may be best to use generator power to operate the busiest intersections, which in turn, would free up the Police to patrol and safeguard the citizens.

The first step in converting the NCDOT stoplights is to establish an agreement with the NCDOT to allow the Town to perform the conversion. A part of this agreement specifies the Town is to submit \$2,500 to execute the agreement.

NORTH CAROLINA
JOHNSTON COUNTY

TRAFFIC – REVIEW AND INSPECTION AGREEMENT

DATE: 1/5/2017

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 36249.3734

TOWN OF SMITHFIELD

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the “Department” and the Town of Smithfield, hereinafter referred to as the “Municipality”.

WITNESSETH:

WHEREAS, the Department and the Municipality propose to make certain traffic control improvements under said project in Johnston County; and,

WHEREAS, the Municipality has agreed to participate in the cost of the project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF PROJECT

1. The Project consists of the conversion of existing NCDOT owned traffic signals from standard electrical feed to the NCDOT approved modified electrical service which provides for generator power during times of outages. The Department will review the traffic signal plans and inspect the traffic signal installation.

DESIGN AND EQUIPMENT PROCUREMENT

2. Project plans and traffic signal designs shall be prepared by the Municipality, including electrical and programming details, (if applicable) metal poles with mast arm shop drawings, foundation designs, utility make-ready plans, communications cable routing plans, traffic signal coordination timing plans and Project Special Provisions (including, but not limited to: providing Synchro/Tru-Traffic files and programming data sheets; coordination timing plans, graphics package, downloading coordination timing plans onto system cabinets and/or onto

Agreement ID # 6956

central computer). All work shall be performed in accordance with Departmental standards and specifications. Said plans and design shall be submitted to the Department for review and approval prior to any work being performed by the Municipality. All work shall be done at no expense to the Department.

3. The Municipality, at no expense to the Department, shall purchase or furnish from stock all traffic signal equipment necessary for the traffic signal revision. Said equipment shall be in reasonably close conformity with the standards and specifications of equipment and materials used by the Department. The Department reserves the right to reject the use of any equipment and materials it deems functionally inferior.

UTILITIES AND RIGHT OF WAY

4. The Municipality, shall accomplish the relocation or adjustment of any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the Department, and without cost to the Department.
5. It is understood by the parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the Municipality, shall provide any required right of way and/or construction easements at no cost or liability whatsoever to the Department. Acquisition of right of way shall be accomplished in accordance with State procedures. The Municipality, shall indemnify and save the Department harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage, and construction easements for the construction of the project.

CONSTRUCTION

6. The Municipality, at no expense to the Department, shall enter into and administer the contract for the installation of all equipment and perform such other work as required on the project in accordance with the approved project plans, the NCDOT "Standard Specifications for Roads and Structures", January 2012, "Roadway Standard Drawings", January 2012 and any addendum, all local codes and ordinances, and the procedures set out herein below shall be followed:
 - A. No work shall be performed by the Municipality prior to approval of the traffic signal design by the Department.
 - B. Installation shall be done by a licensed electrical contractor familiar with traffic signal construction.

- C. All preliminary and construction engineering, supervision, and labor pertaining to the signal installation will be furnished by the Municipality.
 - D. The Department's Division Engineer shall have the right to inspect, sample or test, and approve or reject any materials or construction methods used during the construction of the project.
 - E. Upon completion of the project, and prior to final acceptance by the Department, the Municipality, will furnish to the Department's Division Engineer one (1) signal inventory control sheet and one (1) set of "Plan of Record" plans.
 - F. Prior to final acceptance by the Department, the Division Engineer shall have the right to make a final inspection of the completed work.
 - G. Failure on the part of the Municipality, to comply with any of these provisions will be grounds for the Department to terminate the project.
 - H. The Municipality, agrees to pursue the completion of the work covered by this Agreement as expeditiously as feasible and to complete all work within 180 Days of notice to proceed.
- 7. During installation of the signal equipment, the Department shall inspect the work being performed by the Municipality to ensure compliance with the project plans, the current NCDOT traffic signal specifications, and the terms of this Agreement.
 - 8. The Municipality shall install thermoplastic pavement markings where pavement markings are required on the project.
 - 9. The Municipality will be responsible for all costs, including Departmental labor costs, associated with any damage to Department owned equipment caused by work performed under this project or caused in the future by equipment installed under this project.

FUNDING

- 10. The Municipality shall reimburse the Department one hundred percent (100%) of the actual cost of all work performed by the Department, including administrative costs. Based on the estimated costs, the Municipality shall submit a check for \$2,500 to the Department's Division Engineer upon **partial execution** of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. If the actual cost of the work is less than \$2,500, the Department shall reimburse the

Municipality any overpayment. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.

MAINTENANCE

11. Upon completion of the project, the Department shall own and control the existing traffic signal. The Municipality will maintain all generators, equipment and connections associated with the conversion and installation of this project.
12. In the event of damage to the metal poles, the Department shall install "in-kind" metal poles if funding is available from the damage claim or the Municipality. However, if said funding is not available, the Department reserves the right to install wooden poles in lieu of metal poles (if applicable).

ADDITIONAL PROVISIONS

13. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).
14. Pursuant to GS 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; and neither Party shall utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List.

Furthermore, each Party certifies that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department and the Municipality is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:

TOWN OF SMITHFIELD

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

Approved by _____ of the local governing body of the Town of Smithfield

as attested to by the signature of Clerk of said governing body on _____ (Date)

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

(SEAL)

Remittance Address:

Town of Smithfield

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

Agreement ID # 6956



Request for City Council Action

**Business
Agenda
Item:** Belle
Square
Preliminary
Plat
Date: 2/7/2017

Subject: Preliminary Plat Approval for Belle Square Subdivision
Department: Planning
Presented by: Paul Embler
Presentation: n/a

Issue Statement: The Town Council is asked to approve an amended preliminary subdivision plat for Belle Square Subdivision as proposed by the developer Genesis Living Inc.

Financial Impact: The development of the subdivision when completed will add approx. \$8M to the tax base. The development will impact the town's recreation facilities but will be offset by recreation facilities and fees. The development will create 45 new water and sewer customers.

Action Needed: Town Council is asked to review and approve the preliminary subdivision plat. Please note that all water, sewer, electric, storm drainage and roads have been constructed as approved and permitted by a previous developer. The Town's Utility Department and Public Works Department have inspected all improvements and finds them to be constructed in compliance with the Town's ordinances. A new storm water management facility, sidewalks and landscaping will be constructed.

Recommendation: The Planning Department recommends approval of the preliminary plat.

Approved: City Manager City Attorney

Attachments: Preliminary Plat Belle Square subdivision



Staff Report

**Business
Agenda
Item:** **Belle
Square
Preliminary
Plat**

At the September 16, 2016 the Town Council approved a rezoning request (RZ-16-02) and a Conditional Use Permit request (CUP-16-09) to allow the applicant, Genesis Living, Inc. to modify a previously approved, permitted and constructed subdivision from a 22 unit duplex subdivision to a 45 unit row house subdivision.

Please be advised that all water, sewer, electrical, storm drainage and streets were previously constructed and inspected by the Town but were never accepted because the previous developer did not construct the permitted/approved storm water management facility to serve the subdivision. The new developer (Genesis Living, Inc.) has re-designed and re-permitted the storm water management facility.

The attached Preliminary Plat of Belle Square dated 1/22/17 as prepared by Hall Land Surveying, Inc. (attached) shows a 45 lot subdivision with recreational amenities that **complies with the Town's Unified Development Ordinance. The development is proposed** for three phases with lots 1-14 comprising the first phase. Please note that the subdivision will be landscaped according to code. Streets are curbed and guttered and will have sidewalks constructed on each side of the street. There will be a home owners association established for the development to maintain all common property including the storm water management facility. Streets, storm drainage and utilities that were constructed by the previous developer along with the sidewalks that will be constructed by the current developer and will be dedicated to and maintained by the Town. Duke Power will provide electrical service for the development.

Construction of the storm water management facility, sidewalks (by phase) and landscaping (by phase) must be completed, inspected and accepted by the Town before any certificates of occupancy are issued for any houses that are constructed, in lieu of bond.



Request for City Council Action

**Business
Agenda
Item:** Belle
Square
Final Plat
Phase 1
Date: 2/7/17

Subject: Final Plat: Phase 1 Belle Square Subdivision
Department: Planning
Presented by: Paul Embler
Presentation: n/a

Issue Statement: The Town Council is asked to approve the Final Plat: Phase 1 Belle Square subdivision as proposed by the developer Genesis Living Inc.

Financial Impact: The development of Phase One of the subdivision when completed will add approx. \$2.4M to the tax base. The Phase One **development will impact the town's** recreation facilities but will be offset by recreation facilities and fees. The development will create 14 new water and sewer customers.

Action Needed: Town Council is asked review and approve the Final Plat: Phase 1 Belle Square subdivision. Please note that all water, sewer, electric, storm drainage and roads **have been constructed as approved and permitted by a previous developer. The Town's** Utility Department and Public Works Department have inspected all previous improvements **and finds them to be constructed in compliance with the Town's ordinances. A new storm** water management facility, sidewalks and landscaping will be constructed by the developer.

Recommendation: The Planning Department recommends approval of the Final Plat: Phase 1 Belle Square subdivision.

Approved: City Manager City Attorney

Attachments: Final Plat: Phase 1 Belle Square subdivision



Staff Report

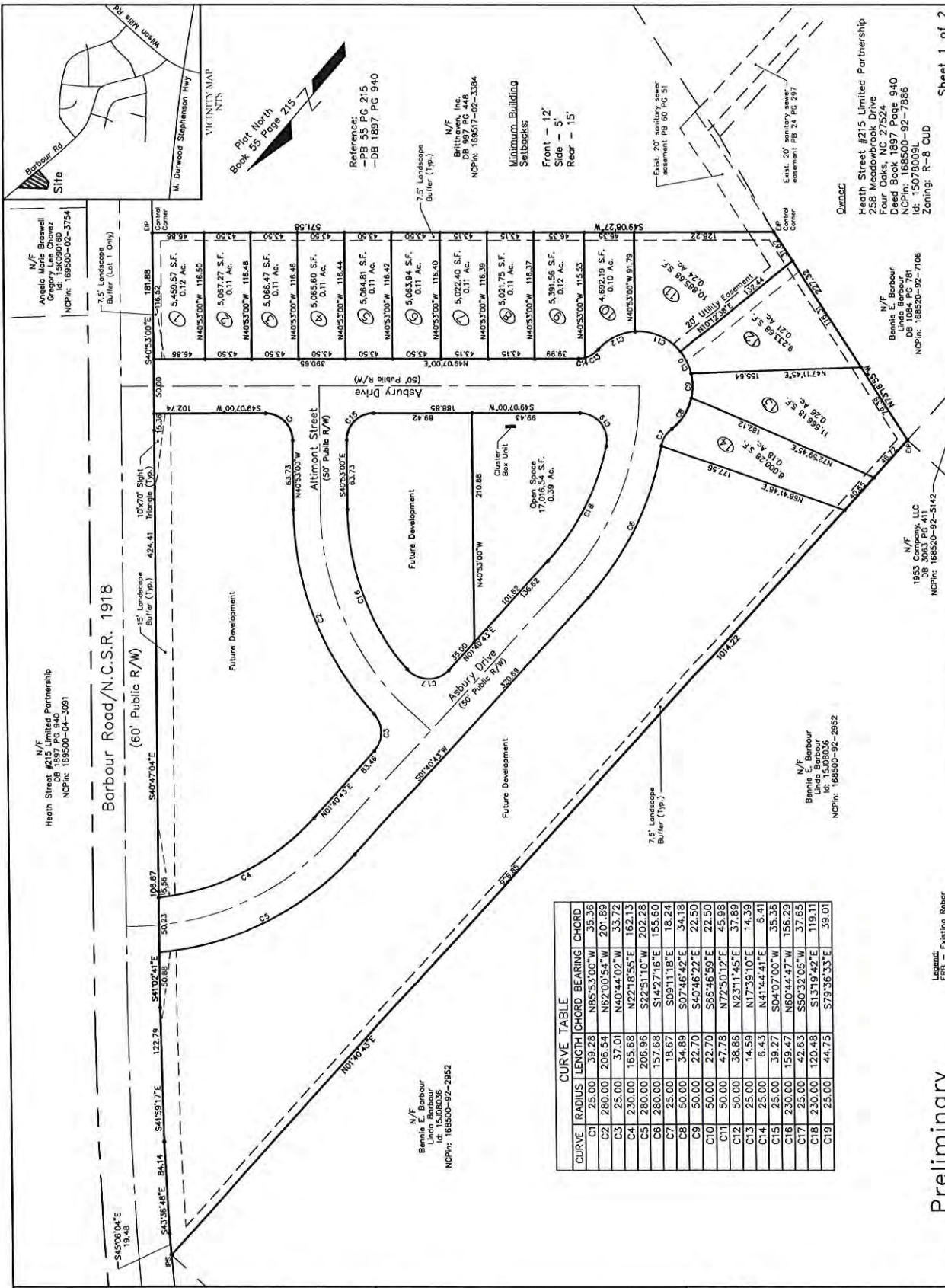
**Business
Agenda
Item:** **Belle
Square
Final
Plat
Phase
1**

At the September 16, 2016 the Town Council approved a rezoning request (RZ-16-02) and a Conditional Use Permit request (CUP-16-09) to allow the applicant, Genesis Living, Inc. to modify a previously approved, permitted and constructed subdivision from a 22 unit duplex subdivision to a 45 unit row house subdivision.

Please be advised that all water, sewer, electrical, storm drainage and streets were previously constructed and inspected by the Town but were never accepted because the previous developer did not construct the permitted approved storm water management facility to serve the subdivision. The new developer (Genesis Living, Inc.) has re-designed and re-permitted the storm water management facility.

The attached Final Plat: Phase1 Belle Square subdivision dated 1/22/17 as prepared by Hall Land Surveying, Inc. (attached) shows a 14 lot Phase One development of the Belle Square subdivision **that complies with the Town's Unified Development Ordinance.** The development is proposed for three phases with lots 1-14 comprising the first phase. Please note that the subdivision will be landscaped by phase according to code. Streets are curbed and guttered and will have sidewalks constructed on each side of the street. There will be a home owners association established for the development to maintain all common property including the recreational amenity and the storm water management facility. Streets, storm drainage and utilities that were constructed by the previous developer along with the sidewalks that will be constructed by the current developer will be dedicated to and maintained by the Town. Duke Power will provide electrical service for the development.

In lieu of bond, no certificates of occupancy for Phase 1 lots will be issued until such time the storm water management facility is completed and accepted by the Town Engineer. In a similar manner sidewalks and landscape will be constructed and no certificate of occupancy for Phase 1 lots will be issued, in lieu of bond until the sidewalks (for Phase 1) and landscape (for Phase 1) have been inspected and accepted by the Town.



Final Plot:
Bella Square, Phase I

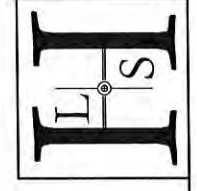
Heath Street #215 Limited Partnership
 258 Meadowbrook Drive
 Oak, NC 27526-9440
 NCPIN: 168500-92-7886
 ID: 15078009L
 Zoning: R-8 CUD

Smithfield
 Johnston
 NC

DATE: 01/22/17
 SCALE: 1"=60'
 DRAWING NO: HLS16-0075

Hall Land Surveying, Inc.
 1899 Stevent's Chapel Road
 Smithfield, NC 27577
 (919) 868-8132

Firm # C-3441



Legend:
 Existing Rebar
 EIP - Existing Iron Pipe
 EIS - Existing Iron Spike
 EIM - Existing Iron Monument
 EIM - Existing MAG Nail
 ECS - Existing Cotton Spindle
 ERS - Existing Railroad Spike
 CSS - Existing Railroad Spike
 IPS - Existing Iron Pipe Set
 ISS - Existing Iron Stake Set
 RBS - Existing Rebar Set
 MNS - Existing MAG Nail Set
 CP - Existing Concrete Monument
 CP - Existing Concrete Monument
 NTS - Not To Scale

Preliminary For Review Only

AREA BY COORDINATE COMPUTATION

GRAPHIC SCALE
 All Distances Arc/Horizontal Ground
 Unless Noted Otherwise

60 30 0 60 120

CURVE	RADIUS	LENGTH	CHORD	BEARING	CHORD
C1	25.00	39.28	N85°53.00'W	35.36	
C2	280.00	206.54	N82°00.54'W	201.89	
C3	25.00	37.01	N40°44.02'W	33.72	
C4	230.00	165.68	N22°18.55'E	162.13	
C5	280.00	206.96	S22°51.10'W	202.28	
C6	280.00	157.68	S14°27.18'E	155.60	
C7	25.00	18.67	S09°11.18'E	18.24	
C8	50.00	34.89	S07°46.42'E	34.18	
C9	50.00	22.70	S40°46.22'E	22.50	
C10	50.00	22.70	S66°46.59'E	22.50	
C11	50.00	47.78	N72°50.12'E	45.98	
C12	50.00	38.88	N23°11.46'E	37.89	
C13	25.00	14.59	N17°39.10'E	14.39	
C14	25.00	6.43	N41°44.41'E	6.41	
C15	25.00	39.27	S04°07.00'W	35.36	
C16	230.00	159.47	N60°44.47'W	156.29	
C17	25.00	42.63	S50°32.05'W	37.65	
C18	230.00	120.48	S13°19.42'E	119.11	
C19	25.00	44.75	S79°36.33'E	39.01	

STATE OF NORTH CAROLINA

County of _____

Land Surveyor _____

Witness my official signature, registration number and seal this _____ day of _____ A.D., 20____.

I, _____, certify that this plat was prepared in accordance with G.S. 47-30 as amended, that the map or plat is a true and correct representation of the land surveyed and that the plat is a true and correct representation of the land surveyed and that the plat is a true and correct representation of the land surveyed.

Reviewed and recorded in Book _____ Page _____ of _____

Register of Deeds Office

Recorded in Book _____ Page _____

By _____

STATE OF NORTH CAROLINA

County of _____

Filed for Registration of _____ M. _____

20____ in the _____

Register of Deeds Office

Recorded in Book _____ Page _____

By _____

REGISTER OF DEEDS

Surveyor's Statement To Whom It May Concern:

This plat is a correct representation of land surveyed. However, a North arrow is shown on the plat. The plat is a correct representation of the land shown on recorded maps or deeds made available to this surveyor by the recipient owners of the land. The surveyor is not responsible for the accuracy of any conditions which may presently exist but are unknown, such as cemeteries, family burial grounds, toxic or hazardous waste material, wetlands and/or flood area, etc.

Certificate of Approval.

I hereby certify that all streets and other improvements shown on this plat have been installed and are ready for use. I have also certified that the plat is in accordance with the performance bond or other sufficient surety that the subdivision shown on this plat complies in all respects with the subdivision regulations of the Town of Smithfield, and therefore, has been approved by the Council, subject to its being received within six (6) months of the date below.

Date _____ Town Clerk _____
 Date _____ Planning Director _____

Certificate of Designable and Dedication.

I hereby certify that the property shown and described herein, which is located in the subdivision jurisdiction of the Town of Smithfield and that I hereby adopt this plat of subdivision with my free consent, establish minimum building setback and other regulations, and dedicate to public use as noted. Furthermore, I hereby dedicate all sanitary sewer, stormwater sewer, and water lines, and appurtenances, to the Town of Smithfield.

Date _____ Owner _____

North Carolina, _____ County _____
 I, a Notary Public of the County and State aforesaid, certify that _____ is the person who executed the foregoing instrument, witness my hand and official stamp or seal, this _____ day of _____, 20____.

Notary Public _____
 My commission expires _____

Certificate of Approval of the Design and Installation of Utilities and Other Required Improvements.

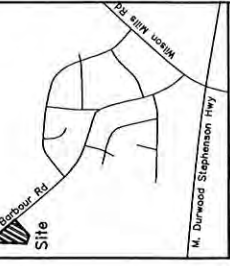
Utilities and other required improvements have been installed in accordance with NC Department of Transportation specifications and standards, or that guarantees of the installation of such improvements have been received, and that the filing fee for this plat, as established by the Town's fee schedule, has been paid.

Date _____ Administrator, Town of Smithfield _____

Preliminary For Review Only

AREA BY COORDINATE COMPUTATION

GRAPHIC SCALE
 All Distances Are Horizontal Ground
 Unless Noted Otherwise



VICINITY MAP
 NTS

Reference:
 -PB 55 PG 215
 -DB 1857 PG 940

NOTES

MINIMUM BUILDING SETBACK LINES FROM
 FRONT PROPERTY LINE - 12 FEET
 SIDE PROPERTY LINE - 5 FEET
 REAR PROPERTY LINE - 15 FEET
 CURRENT ZONING: R-8 CUD

IRON PIPES OR REBAR AT ALL PROPERTY CORNERS UNLESS SHOWN OTHERWISE.

TOTAL AREA IN TRACT = ±8.79 ACRES
 TOTAL NUMBER OF LOTS = 14

MINIMUM LOT SIZE - 3,000 SF

WATER AND SEWER PROVIDED BY THE TOWN OF SMITHFIELD.
 ELECTRICITY PROVIDED BY DUKE ENERGY.

MAP NUMBER: 165500
 PIN NUMBER: 165500-92-7886

TAG NUMBER: 15078099L

+/-1.485 LINEAR FEET IN STREETS
 NO ICCS MONUMENT FOUND WITHIN 2000 FT.

THE SUBJECT PROPERTY GRAPHICALLY DOES NOT APPEAR IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY NORTH CAROLINA FLOOD PLAIN MAP NO. 3720168500 J, EFFECTIVE DECEMBER 2, 2005.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

PROFESSIONAL LAND SURVEYOR
 L-3935
 REGISTRATION NUMBER

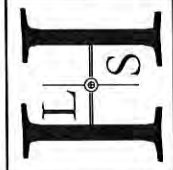
OWNER

Heath Street #215 Limited Partnership
 258 Meadowbrook Drive
 Four Oaks, NC 27524
 Deed Book 1897 Page 940
 NCPin: 168500-92-7886
 #: 15078099L
 Zoning: R-8 CUD

Final Plat:

Bella Square, Phase I

Hall Land Surveying, Inc.
 1899 Steven's Chapel Road
 Smithfield, NC 27577
 Firm # C-3441
 (919) 868-8132



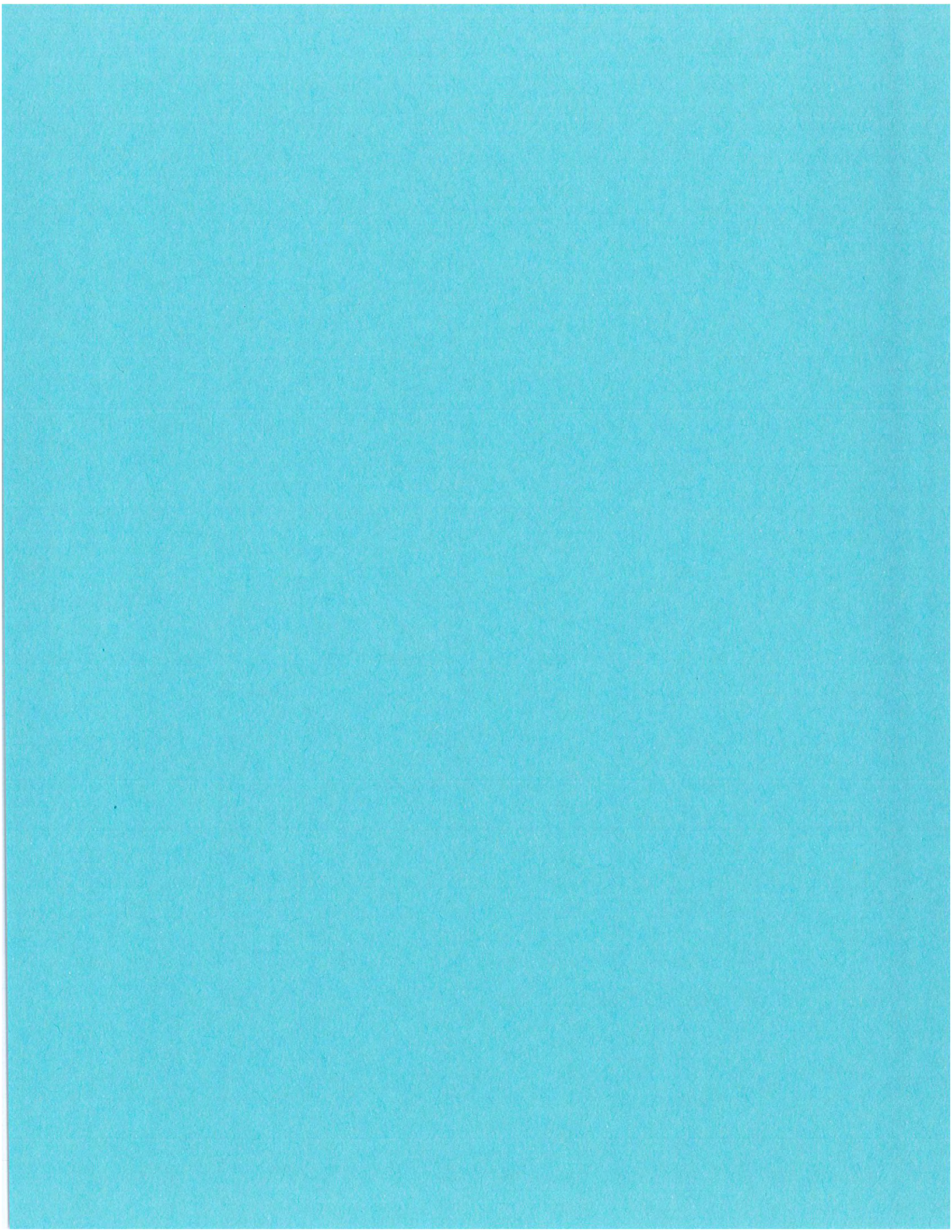
TOWNSHIP	Smithfield	COUNTY	Johnston	STATE	NC
SURVEYED BY	DRC	DRAWN BY	TMH		
DATE	10/17/16	SCALE	N/A	DRAWING NO.	HLS16-0075

STATE OF NORTH CAROLINA
 COUNTY _____
 Filed for Registration of _____ M. _____ in the _____
 Register of Deeds Office _____ Page _____ BY _____
 REGISTER OF DEEDS

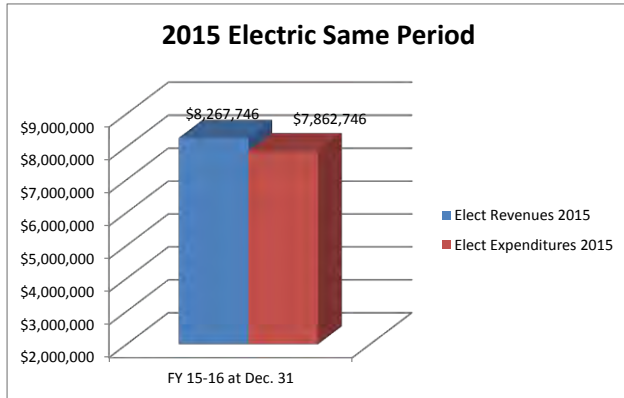
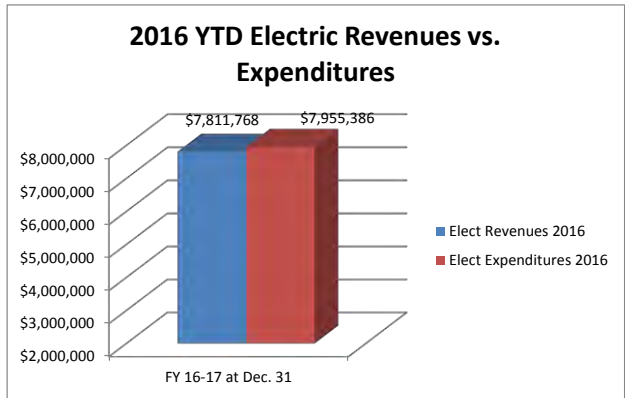
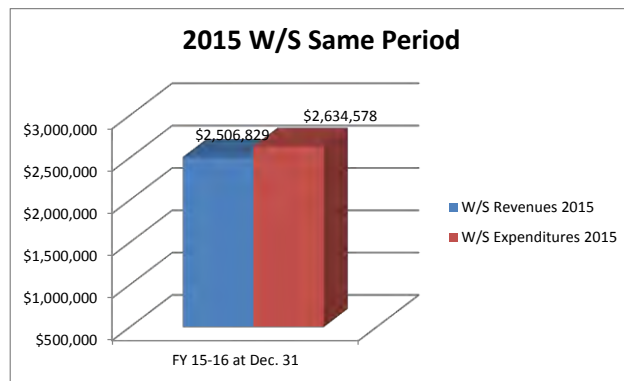
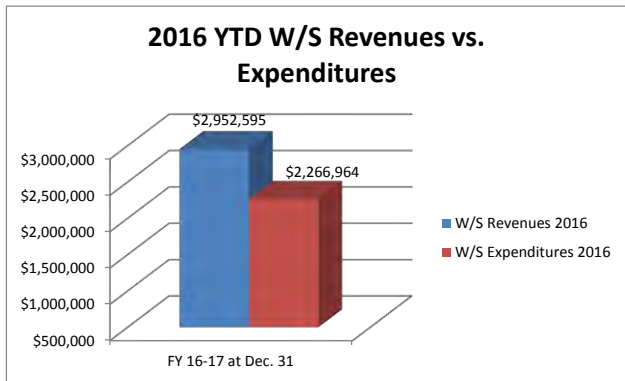
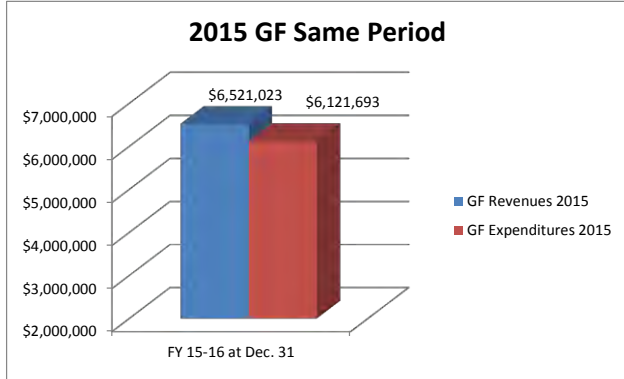
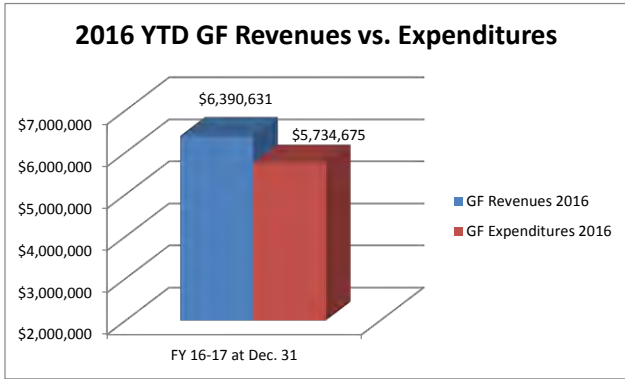
STATE OF NORTH CAROLINA
 COUNTY _____
 Review Officer of _____
 I certify that the map or plat to which this certification is _____
 offered meets all statutory requirements for recording.
 REGISTER OFFICER _____ DATE: _____

STATE OF NORTH CAROLINA
 COUNTY _____
 I certify that this plat was drawn under my supervision from an actual survey made under my supervision or based thereon. I certify that the boundaries shown on this plat are true and correct and that the filing fee for this plat, as established by the Town's fee schedule, has been paid.
 I further certify that the plat complies with the subdivision regulations of the Town of Smithfield, and therefore, has been approved by the Council, subject to its being received within six (6) months of the date below.
 I have also certified that the plat is in accordance with the performance bond or other sufficient surety that the subdivision shown on this plat complies in all respects with the subdivision regulations of the Town of Smithfield, and therefore, has been approved by the Council, subject to its being received within six (6) months of the date below.
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 This plat is a correct representation of land surveyed. However, a North arrow is shown on the plat. The plat is a correct representation of the land shown on recorded maps or deeds made available to this surveyor by the recipient owners of the land. The surveyor is not responsible for the accuracy of any conditions which may presently exist but are unknown, such as cemeteries, family burial grounds, toxic or hazardous waste material, wetlands and/or flood area, etc.
 Surveyor's Statement To Whom It May Concern:
 Reg. # _____ Land Surveyor _____
 of _____ A.D., 20____ day _____
 Witness my original signature, registration number and seal this _____ day _____

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
December 31, 2016

Gauge: 6/12 or 50.00 Percent

50.00%

GENERAL FUND						
	Frequency	Actual	Budget	Actual to Date	YTD %	
		FY '15-16	FY '16-17	FY '16-17	Collected	
Revenues						
Current & Prior Year Property Taxes	Monthly	\$ -	\$ 5,528,779	\$ 3,024,483	54.70%	
Motor Vehicle Taxes	Monthly	-	470,000	265,605	56.51%	
Utility Franchise Taxes	Quarterly	-	1,000,000	503,446	50.34%	
Local Option Sales Taxes	Monthly	-	2,064,700	791,185	38.32%	
Aquatic and Other Recreation	Monthly	-	753,300	334,088	44.35%	
Sanitation	Monthly	-	1,306,500	573,458	43.89%	
All Other Revenues		-	1,307,825	898,366	68.69%	
Loan Proceeds		-	104,000	-	0.00%	
Transfers (Electric and Fire Dist.)		-	261,614	-	0.00%	
Fund Balance Appropriated		-	803,343	-	0.00%	
Total		\$ -	\$ 13,600,061	\$ 6,390,631	46.99%	
Expenditures						
		Actual	Budget	Actual to Date	YTD %	
		FY '15-16	FY '16-17	FY '16-17	Spent	
General Gov.-Governing Body		\$ -	\$ 389,407	\$ 215,342	55.30%	
Non Departmental		-	919,709	416,484	45.28%	
Debt Service		-	1,283,352	757,667	59.04%	
Finance		-	159,792	45,557	28.51%	
Planning		-	367,698	150,051	40.81%	
Police		-	3,608,768	1,530,225	42.40%	
Fire		-	1,498,722	771,255	51.46%	
EMS		-	-	-	#DIV/0!	
General Services/Public Works		-	483,940	209,668	43.33%	
Streets		-	1,251,604	235,800	18.84%	
Motor Pool/Garage		-	91,880	43,124	46.94%	
Powell Bill		-	348,225	23,634	6.79%	
Sanitation		-	1,237,219	482,626	39.01%	
Parks and Rec		-	858,580	405,592	47.24%	
SRAC		-	927,613	447,650	48.26%	
Contingency		-	173,552	-	0.00%	
Appropriations/Contributions		-	-	-	0.00%	
Total		\$ -	\$ 13,600,061	\$ 5,734,675	42.17%	

YTD Fund Balance Increase (Decrease)

-

-

50.00%

WATER AND SEWER FUND

	Actual		Budget	Actual to Date		YTD %
	FY '15-16	FY '16-17	FY '16-17	FY '16-17	FY '16-17	Collected
Revenues						
Water Charges	\$ -	\$ 2,890,000	\$ 2,890,000	\$ 1,104,021	\$ 1,104,021	38.20%
Water Sales (Wholesale)	-	715,210	715,210	333,921	333,921	46.69%
Sewer Charges	-	3,270,000	3,270,000	1,495,776	1,495,776	45.74%
Tap Fees	-	16,000	16,000	12,539	12,539	78.37%
All Other Revenues	-	-	-	6,338	6,338	#DIV/0!
Loan Proceeds	-	316,000	316,000	-	-	0.00%
Fund Balance Appropriated	-	-	-	-	-	#DIV/0!
Total	\$ -	\$ 7,207,210	\$ 7,207,210	\$ 2,952,595	\$ 2,952,595	40.97%

	Actual		Budget	Actual to Date		YTD %
	FY '15-16	FY '16-17	FY '16-17	FY '16-17	FY '16-17	Spent
Expenditures						
Water Plant (Less Transfers)	\$ -	\$ 1,886,097	\$ 1,886,097	\$ 663,426	\$ 663,426	35.17%
Water Distribution/Sewer Coll (Less Transfers)	-	4,120,521	4,120,521	1,411,104	1,411,104	34.25%
Transfer to General Fund	-	-	-	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	600,000	600,000	-	-	0.00%
Debt Service	-	495,361	495,361	192,434	192,434	38.85%
Contingency	-	105,231	105,231	-	-	0.00%
Total	\$ -	\$ 7,207,210	\$ 7,207,210	\$ 2,266,964	\$ 2,266,964	31.45%

ELECTRIC FUND

	Actual		Budget	Actual to Date		YTD %
	FY '15-16	FY '16-17	FY '16-17	FY '16-17	FY '16-17	Collected
Revenues						
Electric Sales	\$ -	\$ 16,894,747	\$ 16,894,747	\$ 7,553,932	\$ 7,553,932	44.71%
Penalties	-	400,000	400,000	226,039	226,039	56.51%
All Other Revenues	-	90,463	90,463	31,797	31,797	35.15%
Loan Proceeds	-	-	-	-	-	
Fund Balance Appropriated	-	-	-	-	-	
Total	\$ -	\$ 17,385,210	\$ 17,385,210	\$ 7,811,768	\$ 7,811,768	44.93%

	Actual		Budget	Actual to Date		YTD %
	FY '15-16	FY '16-17	FY '16-17	FY '16-17	FY '16-17	Spent
Expenditures						
Administration/Operations	\$ -	\$ 2,105,522	\$ 2,105,522	\$ 968,137	\$ 968,137	45.98%
Purchased Power	-	13,600,000	13,600,000	6,530,961	6,530,961	48.02%
Debt Service	-	359,972	359,972	359,184	359,184	99.78%
Capital Outlay	-	255,000	255,000	97,104	97,104	
Contingency	-	303,502	303,502	-	-	
Transfers to Electric Capital Proj Fund	-	400,000	400,000	-	-	

Transfer to Water Capital Improvement Fund		275,000	-	
Transfers to General Fund	-	86,214	-	0.00%
Total	\$ -	\$ 17,385,210	\$ 7,955,386	45.76%

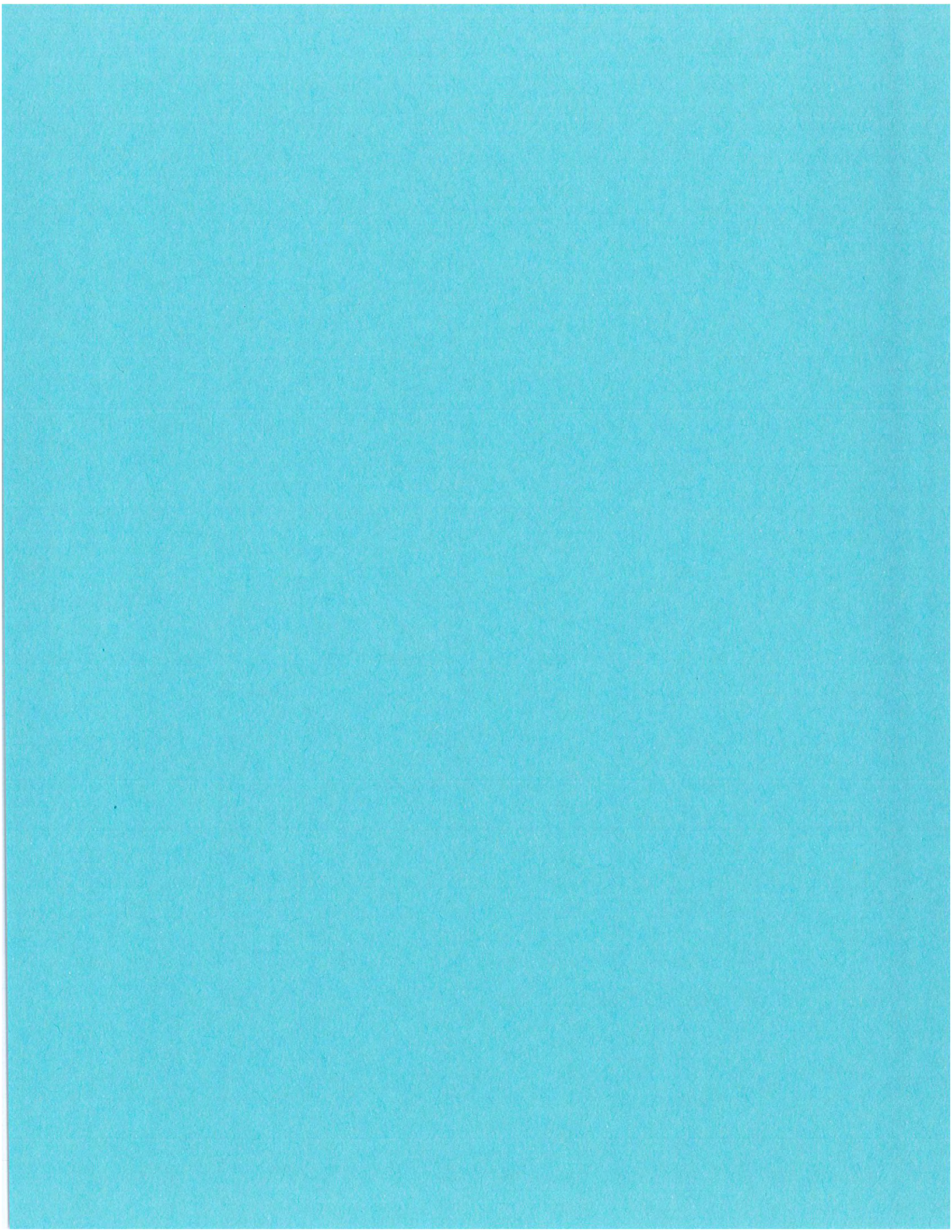
CASH AND INVESTMENTS

General Fund (Includes P. Bill)	8,645,065			
Water and Sewer Fund	4,726,217			Interest Rate
Electric Fund*	8,630,987			
Capital Project Fund: Wtr/Sewer (45)	113,799	1st CITIZENS	15,960,574	0.20%
Capital Project Fund: General (46)	638,038	NCCMT	2,251,590	0.500%
Capital Project Fund: Electric (47)	130,397	STIFEL	-	Market
Firemen Relief Fund (50)	168,191	KS BANK	3,753,064	.2, .65, &.75%
Fire District Fund (51)	69,190	FOUR OAKS	1,290,135	0.60%
JB George Endowment (40)	133,479	PNC BANK	-	0.00%
Total	\$ 23,255,363		\$ 23,255,363	

*Plug

Account Balances Confirmed By Finance Director on 11/16/2016

Department Reports





FINANCE DEPARTMENTAL REPORT FOR DECEMBER, 2016

SUMMARY OF ACTIVITIES:

Daily Collections/Property Taxes/Other	\$3,350,868
Franchise Tax.....	303,222
Sales & Use Tax.....	192,828
Powel Bill.....	<u>161,154</u>
Total Revenue	\$4,008,072

Expenditures: General, Water, Electric and Firemen’s Fund..... \$3,143,088

FINANCE:

- Compiled and submitted monthly retirement report on 12/30/2016
- Issued 46 purchase orders
- Processed 772 vendor invoices for payment and issued 388 accounts payable checks
- Prepared and processed 3 regular payrolls and 1 volunteer firemen payroll. Remitted federal and state payroll taxes on 12/2/16, 12/16/16 and 12/30/16
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Sent 0 second notices for past due privilege licenses
- Collected \$100.00 on past due privilege license fees. **NOTE:** Total collected now at \$10,291. The past due collections are the result of mailing some 284 past due notices to local businesses. Approximately 40 second notices were sent
- Sent 0 past due notices for grass cutting
- Collected \$860, in grass cutting invoices. Total collected calendar year to date is \$6,437
- Processed 15 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$35,235 (EMS = \$8,379; SRAC = \$9,219; Utility= \$17,210; and Other = \$427).
- Invoiced six (3) grave openings for a total of \$2100
- Invoiced Smithfield Housing Authority and Johnston Community College for Police Security

FINANCE DIRECTOR

- Held phone discussion with LGC staff (Phillip Anderson and Biff McGilvray) on financing the Booker Dairy Road Project...Dec. 6, 2016
- Attended Town Council Meeting on Dec. 6, 2016.
- Held kickoff meeting with Tyler Technologies on new software on Dec. 7, 2016
- Attended FEMA meeting on Dec. 12, 2016
- Met with First Citizens Bank on financing for Booker Dairy Road Project
- Concluded year-end audit adjusting journal entries on Dec. 19, 2016
- Completed and submitted Powell Bill Fiscal Data Report for the State on Dec. 20, 2016
- Held 2nd Tyler Technologies meeting on new software on Dec. 21, 2016

Finance Department Totals for December 2016

Meter Reading

Actual Meters Read	9,969	
Meters Loaded to Hand Held	10,289	
Meter Tech Service Hours	0	\$0.00

Billing/Collections

Bills Mailed	6,081	\$2,062,544.47
Area Lights Billed	930	\$33,365.57
JoCo Wholesale water	0	\$9.71
Load Mgmt AC credit	0	\$0.00
Load Mgmt water heater credit	617	-\$3,768.00
Adjustments	74	-\$2,144.80
Delinquent Accts/Late Fees	651	\$10,369.50
NSF - Utility Only	11	\$2,918.06
Refund Checks Issued	21	\$6,096.35
Door Hangers	191	
Disconnect for non-pay	30	
Reconnect for payment received	23	
Bank Drafts	732	\$390,276.38
Lockbox	1,223	\$462,733.18
ECO Payment Totals	678	\$186,199.21
	IVR-phone	113
	On-Line (website)	565
		\$0.00 BOTH
Cash Window Transactions/Payments	3,867	\$2,262,265.64
Accts collected from Debt setoff	0	\$0.00 EMS
	1	\$161.48 SRAC
	0	\$0.00 Utility
Accts submitted to Debt Setoff	0	\$0.00 Utility
	0	\$0.00 SRAC

Service Orders

Requested Orders	194	
Completed Orders	191	
	Terminated Accounts	91
	Meters Rechecked	23
	New Turn on Accounts	78
Meter Tamper / Meter Missing	0	\$0.00

Phone Call Usage

CSR - Elaine

		Duration
Inbound	312	8:00:14
Outbound	67	2:06:30

CSR/Collections - Audrey

Inbound	269	6:40:13
Outbound	153	3:01:32

Collections - Cash Window#2

Inbound	101	2:41:53
Outbound	10	0:03:37

Switch Board Operator x1101

Inbound	331	2:02:14
Outbound	28	1:07:57

Total Town (Trunk Lines)

Inbound	3,238	79:22:44
Outbound	1,326	55:29:54



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

	December	Calendar Year to date
Town Council		
Rezoning	0	3
Conditional Use	2	14
Ordinance Amendment	0	0
Major Subdivisions	0	0
Annexations	0	0
Special Events	0	21
Planning Board		
Rezoning	1	4
Condition Use	0	14
Ordinance Amendment	0	0
Subdivisions	0	0
Annexations	0	0
Board of Adjustment		
Variance	0	3
Admin Appeal	0	0
Historic Properties Commission		
Certificate of Appropriateness	0	0
Historic Landmarks	0	0



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

Permit Issued for December 2016

		Permit Fees	Permits Issued
Site Plan	Major Site Plan	25.00	1
Site Plan	Minor Site Plan	250.00	4
Zoning	Land Use	1,000.00	11
Zoning	Sign	250.00	5
Zoning	Family Zoning	75.00	3
Report Period Total:		1,600.00	24
Fiscal YTD Total:		10,250.00	154

SP16-000065	Site Plan	Minor Site Plan	Single Family Dwelling Addition	507 South Fourth Street
SP16-000066	Site Plan	Minor Site Plan	12"x16" attached deck	175 Short Journey Road
Z16-000183	Zoning	Single Family & Two Family Zoning	Flood Damage Repair	305 South Seventh Street
Z16-000184	Zoning	Single Family & Two Family Zoning	Flood Damage Repair	911 Country Club Drive
Z16-000182	Zoning	Sign	Big Buddy LLC	1652 Booker Dairy Rd
Z16-000111	Zoning	Land Use	Hobby Invasion	1250 & 1252 North Brightleaf Blvd
Z16-000185	Zoning	Land Use	Johnston County Schools	201 West Sanders Street
Z16-000186	Zoning	Single Family & Two Family Zoning	Flood Damage Repair	101 East Riverside Drive
SP16-000067	Site Plan	Major Site Plan	Lake Park Villa Lot 30-33	148,154,162,174 Lakepark Circle
Z16-000187	Zoning	Land Use	Oakey Grove Daycare Center	3525 US HWY 70 Business
Z16-000189	Zoning	Land Use	Trucks Plus LLC	529 West Market Street
SP16-000068	Site Plan	Minor Site Plan	Deacon Jones lighting plan	1115 North Brightleaf Blvd
SP16-000069	Site Plan	Minor Site Plan	Storage Building Sales Lot	101 NC 210 Highway
Z16-000190	Zoning	Building	Carolina Bridal World	721 Venture Drive
Z16-000191	Zoning	Land Use	Flood Damage Repair	213 Longview Drive
Z16-000192	Zoning	Sign	TOYS R US	1025 Outlet Center Dr
Z16-000193	Zoning	Land Use	CB Wireless Phone Sales	2320 South Brightleaf Blvd
Z16-000195	Zoning	Sign	Nestle/Red Mango	1025 Outlet Center Drive Suite F003
Z16-000196	Zoning	Land Use	Cali Cuts	511 Outlet Drive
Z16-000197	Zoning	Sign	Trucks Plus LLC	528A West Market St
Z16-000198	Zoning	Land Use	Storm Damage	204 North Fourth Street
Z14-000094	Zoning	Sign	Jackson Hewitt Tax Service	823 North Brightleaf Blvd
Z16-000199	Zoning	Land Use	Horne Automotive	401 South Sixth Street
Z16-000200	Zoning	Land Use	Johnston County Public Works Building #1	200 East Huntley Street



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING December 31, 2016**

I. STATISTICAL SECTION

Month Ending Dec. 31, 2016	Dec-16	Dec-15	Total 2016	Total 2015	YTD Difference
Calls For Service	1867	1643	20718	21,821	-1103
Incident Reports Completed	171	184	2175	2129	46
Cases Closed	124	167	1685	2176	-491
Accident Reports	74	72	879	847	30
Arrest Reports	150	140	1606	1549	57
Burglaries Reported	5	10	144	110	34
Drug Charges	37	18	458	378	80
DWI Charges	7	13	105	107	-2
Citations Issued	274	171	2460	2927	-467
Speeding	57	24	484	614	-130
No Operator License	66	42	529	720	-191
Registration Violations	23	09	186	374	-188

II. PERSONNEL UPDATE

The police department currently has two vacant officer positions at this time. Jessica Phelps was hired to fill the Animal Control Officer Position. A conditional offer has been made at this time for one of the vacant officer positions and a background is being completed. Captain Choe will retire Feb. 1, 2017 with 30 years of service. The department is currently working on a Captain's promotional process at this time and will hopefully have the position filled by the end of February.

III. MISCELLANEOUS

The police department provided security and traffic control for the Christmas Parade on Market Street which was a big success. An arrest was made in the Armed Robbery of the customer at the McDonalds on West Market. The Narcotics Unit conducted a second drug round up for the year which resulted in warrants being obtained for 32 suspects.

REPORTED UCR OFFENSES FOR THE MONTH OF DECEMBER 2016

PART I CRIMES	December	December	+/-	Percent	Year-To-Date		+/-	Percent
	2015	2016		Changed	2015	2016		Changed
MURDER	0	0	0	N.C.	1	1	0	0%
RAPE	0	0	0	N.C.	4	4	0	0%
ROBBERY	3	4	1	33%	23	17	-6	-26%
Commercial	1	1	0	0%	9	5	-4	-44%
Individual	2	3	1	50%	14	12	-2	-14%
ASSAULT	8	1	-7	-88%	66	52	-14	-21%
* VIOLENT *	11	5	-6	-55%	94	74	-20	-21%
BURGLARY	9	4	-5	-56%	105	138	33	31%
Residential	8	3	-5	-63%	69	74	5	7%
Non-Resident.	1	0	-1	-100%	20	23	3	15%
Commercial	0	1	1	N.C.	16	41	25	156%
LARCENY	62	54	-8	-13%	578	603	25	4%
AUTO THEFT	3	2	-1	-33%	19	25	6	32%
ARSON	1	0	-1	-100%	3	4	1	33%
* PROPERTY *	75	60	-15	-20%	705	770	65	9%
PART I TOTAL:	86	65	-21	-24%	799	844	45	6%
PART II CRIMES								
Drug	28	34	6	21%	376	455	79	21%
Assault Simple	13	16	3	23%	187	157	-30	-16%
Forgery/Counterfeit	1	3	2	200%	37	39	2	5%
Fraud	8	7	-1	-13%	115	96	-19	-17%
Embezzlement	1	1	0	0%	16	19	3	19%
Stolen Property	1	2	1	100%	19	13	-6	-32%
Vandalism	2	5	3	150%	81	90	9	11%
Weapons	3	4	1	33%	43	25	-18	-42%
Prostitution	0	0	0	N.C.	0	1	1	N.C.
All Other Sex Offens	1	0	-1	-100%	13	7	-6	-46%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	1	0	0%	8	4	-4	-50%
D. W. I.	11	7	-4	-36%	103	102	-1	-1%
Liquor Law Violation	1	0	-1	-100%	14	15	1	7%
Disorderly Conduct	1	1	0	0%	12	16	4	33%
Obscenity	0	0	0	N.C.	2	1	-1	-50%
Kidnap	0	0	0	N.C.	0	2	2	N.C.
All Other Offenses	10	9	-1	-10%	76	73	-3	-4%
PART II TOTAL:	82	90	8	10%	1102	1115	13	1%
=====								
GRAND TOTAL:	168	155	-13	-8%	1901	1959	58	3%

N.C. = Not Calculable



Town of Smithfield
Fire Department
 December, 2016

I. Statistical Section

Responded to	In Town	Out Town	2016 Dec.	2015 Dec.	2016 YTD	2015 YTD
Total Structure Fires Dispatched	10	0	10	9	99	95
Confirmed Structure Fires (Our District)	2	0	2	2	20	19
Confirmed Structure Fires (Other Districts)	N/A	N/A	2	1	13	13
EMS/Rescue Calls	122	7	129	134	1670	1378
Vehicle Fires	2	0	2	3	17	20
Motor Vehicle Accidents	10	6	16	17	207	169
Fire Alarms (Actual)	12	1	13	10	121	72
Fire Alarms (False)	7	2	9	12	112	141
Misc./Other Calls	18	4	22	17	323	202
Mutual Aid (Received)	12	0	12	3	115	92
Mutual Aid (Given)	N/A	N/A	7	9	75	61
Overlapping Calls (Calls at the same time)	N/A	N/A	27	18	433	203
TOTAL EMERGENCY RESPONSES	181	20	201	170	2549	2077
IN / OUT TOWN YTD	2326	223	+18%		+22.7%	

* Denotes breakdown of calls *

	Dec.	YTD
Fire Inspections/Compliance Inspections	44	379
Public Fire Education Programs	1	36
Children in Attendance	60	1946
Adults in Attendance	0	357
Plans Review Construction/Renovation Projects	3	13
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	18	137
Re-Inspections	19	153

II. Major Revenues

	Dec.	YTD
Inspections	\$1,750.00	\$16,075.00
False Alarms	\$0.00	\$4,925.00
Fire Recovery USA	\$508.00	\$26,070.03
EMS Debt Setoff	\$0.00	\$9,247.18

Major Expenses for the Month:

III. Personnel Update:

- Long- time volunteer Assistant Chief Bobby Plowman has announced his retirement effective December 31st of 2016. Chief Plowman has served the Smithfield Fire Department for over 42 years. The Fire Department is preparing his retirement recognition to be announced at a later date.

IV. Narrative of monthly departmental activities:

- We participated in a fire prevention program at West Smithfield Elementary.
- We participated in the Smithfield Christmas Parade, this year allowing fireman to walk along-side the trucks to interact with the kids.
- On Dec. 1st the Fire Dept. responded to a confirmed Structure Fire in Town at 308 N. Sixth St.
- On Dec. 3rd the Fire Dept. responded to a confirmed Structure Fire in Town at 103 Elm Drive.
- On Dec. 5th the Fire Dept. responded to assist Four Oaks Fire with a confirmed Structure Fire at 3583 Packing Plant Rd.
- On Dec. 5th the Fire Dept. responded to assist Wilson's Mills Fire with a confirmed Structure Fire at 1879 Vinson Rd.
- The status has not changed of the upcoming NCDOT ISO rating inspection, the inspection was cancelled due to Hurricane Matthew and the Forest Fires in the western part of the state and as of now has not been rescheduled. The Fire Department still remains prepared for this inspection.

**Town of Smithfield
Public Works Department
Dec. 31, 2016**



126 Total Work Orders completed by the Public Works Department

6 Burials, at \$700.00 each = \$4,200

0 Cremation Burial, \$400.00 each = \$0

\$2,000.00 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

414.42 tons of household waste collected

152 tons of yard waste collected

2.8 tons of recycling collected

6 Animal Control work orders completed

6 Cats transported to Animal Shelter

4 Dogs transported to Animal Shelter

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
Dec. 31, 2016



I. Statistical Section

6 _____ Burials

8 _____ Works Orders – Buildings & Facilities Division

11 _____ Work Orders – Grounds Division

25 _____ Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales: \$2,000.00

Riverside Ext Cemetery Lot Sales: \$0.00

Grave Opening Fees: \$4,200.00

Total Revenue: \$6,200.00

III. Major Expenses for the Month:

\$651.00 to McClungs for electrical repairs at Public Works building.

IV. Personnel Update:

Employee Chris Tappin resigned to enter into the Marines. We wish he a bright future.

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. Trooper Randy Bridges held 2 sessions of CDL Training at our Public Works monthly safety meeting.

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Dec. 31, 2016



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 6 Work Orders were completed regarding Animal Control related issues. 6 Cats and 4 Dogs were transported to the Animal Control Shelter.
- c. Assisted Police department and Parks and Rec with cones/event containers for events.
- d. 20 potholes were filled using 1,365lbs. of Perma Patch asphalt.
- e. 72.68 tons of Hurricane Matthew storm debris was removed from city streets and hauled to the Johnston County Landfill.

II. Major Revenues

None for the month.

III. Major Expenses for the Month:

\$993.95 to Stancil oil for replacement of diesel fuel lost during Hurricane Matthew.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

Trooper Randy Bridges held 2 sessions of CDL Training at our Public Works monthly safety meeting.

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

Location:	Downtown district, West & East Market Street and North & South 3 rd Street.
Starting Date:	11/30/2016
Completion Date:	12/2/2016
Description:	Delivered traffic cones and event cans for tree lighting ceremony. Also had crews changing out bad bulbs on Christmas decorations when lights came on.
Man-hours:	29hrs.
Equipment:	truck 905, 404 with hand tools and rental lift.
Materials:	2 cases of C7 bulbs.
Location:	Downtown district.
Starting Date:	12/8/2016
Completion Date:	12/8/2016
Description:	Delivered 83 traffic cones and 16 event cans for Christmas parade. Crews came in after parade to clean up.
Man-hours:	19hrs.
Equipment:	trash truck and 905 pickup with cone trailer.
Materials:	N/A
Location:	7 Sherwood Court.
Starting Date:	12/12/2016
Completion Date:	12/12/2016
Description:	Repaired sinkhole in drain line.
Man-hours:	3hrs.
Equipment:	420 Cat backhoe, 402 pickup plus hand tools.
Materials:	80lbs. bag of concrete and 1 yard of topsoil.
Location:	25 White Oak Drive.
Starting Date:	12/12/2016
Completion Date:	12/12/2016
Description:	Repaired sinkhole in drain line for positive drainage.
Man-hours:	3hrs.
Equipment:	420 Cat backhoe, 402 pickup plus hand tools.
Materials:	80lbs. bag of concrete and half yard of topsoil.
Location:	205-A N 7 th , 735 N Equity, Woodsdale and Bookerdairy intersection, 259 Venture, Ava Gardner Dr and NBL intersection, 808 S 5 th , 116 Henley, 422 Wellons, Turlington and Vermont intersection, S Crescent and Turlington, 215 Turlington, 1205 S Crescent, 100BLK of Longview.
Starting Date:	12/12/2016
Completion Date:	12/28/2016
Description:	Repaired 20 potholes.
Man-hours:	5.58hrs.
Equipment:	402 pickup plus hand tools.
Materials:	22.75 bags of Perma Patch asphalt.

Location: 520 North Street.
Starting Date: 12/14/2016
Completion Date: 12/14/2016
Description: Repaired shoulder washout for positive drainage.
Man-hours: 2.5hrs.
Equipment: 420 Cat backhoe, 402 pickup plus hand tools.
Materials: 1 yard of fill dirt and 1 yard of rip rap rock.

Location: Boat Ramp.
Starting Date: 12/22/2016
Completion Date: 12/22/2016
Description: Cleaned off the boat ramp for the Parks and Rec Department.
Man-hours: 1hr.
Equipment: 420 Cat backhoe.
Materials: N/A

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
Dec. 31, 2016**



I. Statistical Section

 2 Preventive Maintenances

 0 North Carolina Inspections

 15 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. Trooper Randy Bridges held 2 sessions of CDL Training at our Public Works monthly safety meeting.

**Town of Smithfield
Public Works Sanitation Division
Monthly Report
December 31, 2016**



I. Statistical Section

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

- a. Sanitation forces completed 49 work orders
- b. Sanitation forces collected 414.42 tons of household waste
- c. Sanitation forces disposed of 76 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town disposed of 150 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected tons of recyclable plastic
- h. Recycled 2594 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gallons of cooking oil was collected at the Convenient Site Center
- j. Recycled 3120 lbs. of plastics & glass (co-mingle) from the Convenient Site Center
- k. Recycled 106 gallons of used motor oil from the Convenient Site Center

II. Major Revenues

- a. Received \$45.64 from Sonoco Products for cardboard material
- b. Sold 3440lbs. of shredder sheet iron for \$154.80 to Omni Source
- c. Sold 4080 lbs. of shredder steel for \$183.60 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,432.00 for disposal of yard waste and debris.

Equipment repairs paid to

Car quest Veh. 311 turbocharger, gaskets \$2,453.73. Carolina Environmental \$670.77 repair for Garbage truck#303. And also replace Trans CTRL MODULE on veh. #310 \$573.43

IV. Personnel Update:

Due to the lack of man power a temporary employee was hired. Lawrence Davis appointed new Public Works Supervisor. Daniel Rodriguez new Sanitation Crew leader update.

V. Narrative of monthly departmental activities:

The department worked closely with Parks & Recreation and Downtown Development on providing traffic control devices and event containers for Tree Lighting, Christmas Parade, Grinch Run, Carriage Rides in the downtown and other special events held at the Parks. Trooper Randy Bridges held 2 sessions of CDL Training at our Public Works monthly safety meeting. Hurricane Matthew update Disposal at JO CO Landfill 72.68 tons storm debris yard waste, 33.51 tons of household waste, 0 tons of C&D. leaf season update Continue to gather leaves as leaf season is dwindling down.



**PARKS AND RECREATION
AND
SMITHFIELD RECREATION
AND AQUATICS CENTER**

MONTHLY REPORT FOR NOVEMBER, 2016

PROGRAMS STATISTICS	DECEMBER, 2016	16/17 FY YTD	DECEMBER, 2015	15/16 FY YTD
NUMBER OF PROGRAMS	29	181	40	223
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	3598	28211	3431	31382
SRAC MEMBER VISITS	3804	29486	4438	32295
DAY PASSES	452	4854	471	5331
RENTALS (SRAC)	120	398	49	311
USERS (SRAC RENTALS)	5880	22169	2242	14685
PARKS RENTALS	0	120	6	174
USERS (PARKS RENTALS)	0	8936	325	5048
TOTAL UNIQUE CONTACTS	13,734	93,656	10,907	88,741
FINANCIAL STATISTICS	DECEMBER, 2016	16/17 FY YTD	DECEMBER, 2015	15/16 FY YTD
PARKS AND RECREATION REVENUES	\$ 2,238.00	\$ 33,939.56	\$ 3,071.00	\$ 45,689.60
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 71,713.98	\$ 330,560.69	\$ 67,542.39	\$ 329,813.60
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 50,120.00	\$ 81,409.04	\$ 8,313.88	\$ 8,313.88
SRAC REVENUES	\$ 44,080.00	\$ 317,646.19	\$ 46,156.94	\$ 332,179.11
SRAC EXPENDITURES	\$ 100,553.00	\$ 459,147.72	\$ 74,623.94	\$ 439,352.95
SRAC MEMBERSHIPS	2821			

HIGHLIGHTS

HOSTED 3 HIGH SCHOOL SWIM MEETS (3A & 4A)
 HOSTED CHRISTMAS EVENTS - CHRISTMAS PARADE, TREE LIGHTING, GRINCH RUN
 STARTED YOUTH BASKETBALL PROGRAM



- **Statistical Section**

- Electric CP Demand 22,735 Kw relative to November's demand of 19,501 Kw.
- Electric System Reliability for was 99.9989%, with two recorded outages; relative to November's 99.9962%.
- Raw water treated on a daily average was 2.993 MG relative to 3.216 MG for November; with maximum demand of 3.630 MG relative to November's 3.950 MG.
- Total finished water to the system was 87.174 MG relative to November's 89.601 MG. Average daily for the month was 2.812 MG relative to November's 2.890 MG. Daily maximum was 3.249 MG (December 28th) relative to November's 3.623 MG. Daily minimum was 2.310 MG (December 7th), relative to November's 2.575 MG.

- **Miscellaneous Revenues**

- Water sales were \$202,012 relative to November's \$199,084
- Sewer sales were \$280,424 relative to November's \$267,905
- Electrical sales were \$1,311,353 relative to November's sales of \$1,164,398
- Johnston County Water purchases were \$79,656 for 53.104 MG relative to November's \$67,003 for 44.669 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$1,047,870 relative to November's \$910,165
- Johnston County sewer charge was \$172,065 for 57.577 MG relative to November's \$180,715 for 60.550 MG.

- **Personnel Changes –**

- There were no personnel changes in December



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

I. Statistical Section

- Street Lights repaired –44
- Area Lights repaired -23
- Service calls – 72
- Underground Electric Locates –76
- Poles changed out or installed 3
- Underground Services Installed/Repaired -1

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- Utility Dept. had a Safety meeting on Hazard Communication.

V. Miscellaneous Activities:

- Plugged in all Christmas Decorations.
- Helped Meter Dept. with turn on & turn off.
- Brogden Rd. Substation transformer #2 went on line & is ready to be used.



WATER & SEWER DECEMBER 2016 MONTHLY REPORT

● DISCONNECT WATER	5
● RECONNECT WATER	16
● TEST METER	5
● TEMPORARY METER SET	0
● DISCOLORED WATER CALLS	5
● LOW PRESSURE CALLS	2
● NEW SERVICE INSTALLS	1
● LEAK DETECTION	17
● METER CHECKS	27
● METER REPAIRS	10
● WATER MAIN REPAIRS	0
● STREET CUTS	3
● REPLACE EXISTING METERS	4
● INSTALL NEW METERS	0
● FIRE HYDRANTS REPAIRED	0
● FIRE HYDRANTS REPLACED	1
● SEWER REPAIRS	22
● CLEANOUTS INSTALLED	6

- SEWER MAIN CLEANED 7316LF
- SERVICE LATERALS CLEANED 345LF
- SERVICE CALLS 147
- LOCATES 93
- FLUSHED ALL DEAD END LINES ONE TIME
- FLUSHED ALL HYDRANTS ON HYDRANT LIST
- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME

MAJOR EXPENSES FOR THE MONTH

- Security fencing for the Mallard Rd Pump Station installed.
- Braswell started relaying the force main at SLS #12.
- Mizelle Contracting begin SLS #3 project, billed for the mobilization (\$9,975.00).
- Bids went out for Booker Dairy Rd Project.
- Draper Arden started the Water Survey.
- Order new engine for the generator at SLS #13 from Cummins Atlantic in Kenly, after discovering an issue after hurricane.

PERSONNEL UPDATES

NONE

UPCOMING PROJECTS FOR THE MONTH OF JANUARY

- Braswell will be starting the rebuild of Pump Station #7.
- Sewer manhole survey (Hydrostructures) set to begin.
- Generator at SLS #13 will be installed.
- Bids for the Booker Dairy Road Project will be submitted and awarded.
- Ordering new Superintendent truck.

Smithfield Water Plant
Distribution Sampling Site Plan

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	12/15/16	3	15	5310	10	North Street	12/01/16	4	15	15930	
Computer Drive	12/14/16	3.4	15	5310	10	West Street	12/01/16	3	15	17620	50
Castle Drive	12/14/16	3.4	15	5310	10	Regency Drive	12/12/16	1	30	39000	60
Parkway Drive	12/14/16	3	15	15930	40	Randers Court	12/01/16	1	15	15930	40
Garner Drive	12/14/16	3.4	15	7965		Noble Street	12/01/16	1	15	7920	
Hwy 210 LIFT ST.	12/14/16	2.8	15	7965		Fieldale Dr#1(L)	12/12/16	1	15	15930	40
Skyland Drive	12/14/16	2.8	15	5310	10	Fieldale Dr#2(R)	12/12/16	1	15	15930	40
Braford Street	12/15/16	0.6	15	7965		Heather Court	12/01/16	1	15	7965	40
Kellie Drive	12/15/16	1.6	15	7965		Reeding Place	12/12/16	1	15	7965	40
Edgewater	12/15/16	0.6	15	7965		East Street	12/01/16	3	15	15930	40
Edgecombe	12/15/16	0.6	15	159480	40	Smith Street	12/01/16	2.6	15	15930	
Valley Wood	12/15/16	0.6	15	15930	40	Wellons Street	12/7/16	3.4	15	15930	40
Creek Wood	12/15/16	0.6	15	15930		Kay Drive	12/14/16	1	15	9750	15
White Oak Drive	12/15/16	0.6	15	5310	10	Huntington Place	12/14/16	1.8	15	10095	
Brookwood Drive	12/15/16	0.6	15	5655	5	N. Lakeside Drive	12/14/16	2	15	9435	15
Runnymede Place	12/02/16	1.6	15	5310	10	Cypress Point	12/14/16	1.2	15	8715	12
Nottingham Place	12/02/16	1.4	15	5310	10	Quail Run	12/14/16	2.2	15	10095	
Heritage Drive	12/15/16	0.6	15	5310	10	British Court	12/14/16	2	15	11550	
Noble Plaza #1	12/15/16	1	15	5310	10	Tyler Street	12/14/16	1.4	15	19500	60
Noble Plaza #2	12/15/16	1	15	5310	10	Yelverton Road	12/14/16	2	15	15930	40
Pinecrest Street	12/15/16	1	15	5310	10	Ava Gardner	12/14/16	1	30	47990	
S. Sussex Drive	12/02/16	1.6	15	7965		Waddell Drive	12/15/16	1	15	5310	10
Elm Drive	12/15/16	3.2	15	5310	10	Henly Place	12/15/16	1.6	15	8715	12
Braford Street	12/15/16	0.6	15	7965		Birch Street	12/14/16	2	15	8715	12
Coor Farm Supply	12/15/16	2.8	15	5080		Pine Street	12/15/16	2	15	9750	15
Old Goldsboro Rd.	12/15/16	2.8	15	10620		Oak Drive	12/14/16	2.2	15	9430	14
Hillicrest Drive	12/06/16	3.4	15	10620	10	Cedar Drive	12/14/16	1.8	15	5310	10
Eason Street	12/06/16	1.1	15	15930	40	Aspen Drive	12/14/16	1.8	15	8715	12
Magnolia circle	12/06/16	1.5	15	7965		Furlonge Street	12/15/16	2.2	15	8715	12
Rainbow Drive	12/06/16	1.6	15	19500	60	Golden Corral	12/14/16	2.8	15	10080	16
Rainbow Circle	12/02/16	1.4	15	19500	60	Holland Drive	12/15/16	1.6	15	9750	15
Moonbeam Circle	12/02/16	1.4	15	19500	60	Davis Street	12/15/16	2.8	15	8715	12
Ray Drive	12/01/16	2	15	31860	40	Caroline Ave.	12/15/16	3.5	15	5310	10
Will Drive	12/01/16	2	15	31860	40	Johnston Street	12/15/16	2.8	15	7965	15
Michael Lane	12/01/16	3.2	15	7965	40	Ryans	12/14/16	1	30	31860	
Ward Street	12/01/16	3.2	15	15930	40						



MONTHLY WATER LOSS REPORT

December 2016

5- Meters with slow washer leaks

1"Line, 1/8"hole – 2hrs

2"Line, 1/8"hole – 1hr

3/4" Line, 1/16" hole – 1day

3/4" Line, 1/16" hole – 3days

**Town of Smithfield
Water Treatment Plant**

All figures are in MGD.

**Dec-16
Plant Totals**

Date	Rate of Flow	Hrs. Operated	Raw Treated	Finish Metered	Plant Useage	Finish to Dist. System	% of RAW TREATED TO SYSTEM
1	3.50	22.5	3.280	3.250	0.112	3.138	95.67
2	3.50	21.5	3.180	3.040	0.108	2.932	92.20
3	3.50	22.0	3.060	3.000	0.110	2.890	94.44
4	3.50	18.5	2.740	2.670	0.104	2.566	93.65
5	3.50	19.0	2.820	2.840	0.103	2.737	97.06
6	3.50	17.5	2.600	2.660	0.103	2.557	98.35
7	3.50	19.0	2.770	2.610	0.102	2.508	90.54
8	3.25	17.0	2.280	2.410	0.100	2.310	101.32
9	3.25	22.0	2.940	2.550	0.105	2.445	83.16
10	3.25	21.0	2.880	3.070	0.110	2.960	102.78
11	3.25	21.0	2.810	2.780	0.107	2.673	95.12
12	3.25	22.0	2.996	2.673	0.105	2.568	85.71
13	3.25	17.0	2.655	2.759	0.097	2.662	100.26
14	3.25	24.0	3.262	2.917	0.028	2.889	88.57
15	3.25	21.0	2.782	2.881	0.100	2.781	99.96
16	3.25	23.0	3.164	2.774	0.106	2.668	84.32
17	3.25	20.0	2.762	2.700	0.105	2.595	93.95
18	3.25	20.0	2.711	2.873	0.106	2.767	102.07
19	3.25	21.0	2.955	2.812	0.106	2.706	91.57
20	3.25	20.5	2.747	2.911	0.107	2.804	102.07
21	3.25	24.0	3.254	3.064	0.110	2.954	90.78
22	3.25	24.0	3.281	3.288	0.114	3.174	96.74
23	3.25	23.0	3.156	3.131	0.113	3.018	95.63
24	3.25	24.0	3.279	3.197	0.112	3.085	94.09
25	3.25	22.0	3.012	2.715	0.088	2.627	87.22
26	3.25	19.5	2.654	2.925	0.097	2.828	106.56
27	3.50	23.5	3.351	3.252	0.100	3.152	94.06
28	3.50	24.0	3.508	3.345	0.096	3.249	92.62
29	3.50	23.5	3.355	3.257	0.098	3.159	94.16
30	3.75	22.0	3.630	3.023	0.098	2.925	80.58
31	3.75	19.0	2.911	2.942	0.095	2.847	97.80
Total	104.25	658.0	92.785	90.319	3.145	87.174	93.95
Avg	3.36	21.2	2.993	2.914	0.101	2.812	
Max	3.75	24.0	3.630	3.345	0.114	3.249	
Min	3.25	17.0	2.280	2.410	0.028	2.310	