Mayor

M. Andy Moore

Mayor Pro-Tem

Travis Scott

Council Members

Marlon Lee

David Stevens

David Barbour

Emery Ashley

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council

Agenda

Packet

Meeting Date: Tuesday, October 2, 2018

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577

TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING OCTOBER 2, 2018
7:00 PM

Call to Order

Invocation

Pledge of Allegiance:

Approval of Agenda

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Presentations:

Public Hearings: None

Citizens Comments

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Consent Agenda Items

Page

8. **New Hire Report**
   (Human Resources Director/PIO – Tim Kerigan) See attached information.....121

Business Items

1. **Final Report and closing out the State awarded Water Asset Inventory & Assessment (AIA) grant**
   (Public Utilities Director – Ted Credle) See attached information.....123

2. **Consideration and Approval to Adopt Resolution # 628 (15-2018)**
   Fixing the date of Public Hearing on Question of Annexation pursuant to NCGS 160A-58.2 and accepting the Town Clerk's Certificate of Sufficiency.
   (Planning Director – Stephen Wensman) See attached information.....135

Councilmember's Comments

Town Manager's Report

- Financial Report (See attached information).....163
- Department Reports (See attached information).....167
- Manager's Report (Will be provided at the meeting)

Adjourn

Presentations

PROCLAMATION
In Memory of Daniel Lionel Sander's Dedicated Service to the Town of Smithfield

WHEREAS, on behalf of the Town of Smithfield, we wish to extend our sincere condolences over the passing of Daniel Lionel Sanders on September 10, 2018; and

WHEREAS, Daniel Lionel Sander's passing leaves our community with a deep feeling of sorrow for the loss of such an honored and respected citizen; and

WHEREAS, Daniel Lionel Sanders faithfully served the Town of Smithfield as a member of the Planning Board for eleven years and a member of the Parks and Recreation Advisory Commission for eight years; and

WHEREAS, Daniel Lionel Sanders demonstrated his concern for the welfare and well-being of his fellow citizens by his actions both in his private life and by his participation in various civic organizations; and

WHEREAS, Daniel Lionel Sanders's service was given with such devotion that he earned the respect, admiration and friendship of the citizens and Town Staff through his humble leadership and kindness; and

WHEREAS, The Town of Smithfield is grateful for his many contributions to our community.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, in recognition of Daniel Lionel Sanders's many contributions to our Town and its citizens, we hereby express our deep appreciation for his dedication to the progress of this community and extend to his family our sincere sympathy upon his passing.

M. Andy Moore, Mayor

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

PROCLAMATION
In Honor of Regina Sander's Dedicated Service to the Town of Smithfield's Appearance Commission

WHEREAS, Regina Sanders a long time resident of the Town of Smithfield has dedicated her time and attention by serving on the Appearance Commission for over eleven years; and

WHEREAS, during her tenure, Regina Sanders served as the chairperson of the Appearance Commission; and

WHEREAS, the Town of Smithfield and its citizens have benefited greatly because of her particular interest and work in the area of beautification; and

WHEREAS, Regina Sanders has demonstrated in many ways her deep and genuine love for the community; and

WHEREAS, Regina Sanders has been instrumental in changing the overall beauty of the Town of Smithfield; and

WHEREAS, The Town of Smithfield will greatly miss Regina Sander's historical knowledge of and involvement with the Appearance Commission.

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 Regina Sanders for her distinguished service to the Town of Smithfield

M. Andy Moore, Mayor

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

Request for City Council Action

Presentations:	**Police Dept. Oath of Office**
Date:	10/02/2018

Subject:	Police Officer Swear In
Department:	Police Department
Presented by:	Chief R.K. Powell
Presentation:	Presentations

Issue Statement

The Police Department has hired one new officer to fill an existing vacancy within the agency. Bryant Jimenez was hired to fill this position. Officer Jimenez has been assigned to "D" Team. Officer Jimenez graduated BLET in 2018 at Johnston Community College.

Financial Impact

None

Action Needed

Administer Oath of Office to Bryant Jimenez and welcome him to the Smithfield Community.

Recommendation

Mayor Moore to Administer Oath of Office to new Police Officer Bryant Jimenez and welcome him to the Smithfield Community.

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Oath of Office

Staff Report

Presentations: **Police Dept. Oath of Office**

OATH OF OFFICE

SMITHFIELD POLICE DEPARTMENT

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

_____ _____

Signature Date

Sworn to and subscribed before me this the _____ day of _____, _____.

_____ _____

Judge/Clerk Commission Expires

Request for Town Council Action

Presentation: **Annual Economic Development Update**
Date: 10/02/2018

Subject: Annual Economic Development Update
Department: Economic Development
Presented by: Tim Kerigan
Presentation: Presentations

Issue Statement

Staff along with Rocky Lane to provide an update on Economic Development.

Financial Impact
None

Action Needed
None

Recommendation
None

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:
1. Staff Report

Staff Report

Presentation | **Annual Economic Development Update**

In July 2017, upon request of Economic Development Liaison Tim Kerigan along with Rocky Lane of Sanford Holshouser, Council approved to continue to engage the Scope of Work with Sanford Holshouser for Implementation of the Strategic Economic Development Update Action Items that originally began in August 2016.

Since August of 2016, 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.

Per our agreement, Consultant Rocky Lane will provide an annual update to Council at the October 02, 2018 meeting.

Request for Town Council Action

Presentation: **Update on Wayfinding**
Date: 10/02/2018

Subject: Wayfinding Sign System Update
Department: Planning
Presented by: Stephen Wensman
Presentation: Presentations

Issue Statement

Staff to provide an update on the Wayfinding Sign System.

Financial Impact
None

Action Needed
None

Recommendation
None

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:
None

Request for Town Council Action

Presentation	Amphitheater Renovation Project
Date:	10/02/2018

Subject: Neuse River Amphitheater Update
Department: Parks and Recreation/SRAC, Planning, Visitor's Bureau, DSDC
Presented by: Gary Johnson
Presentation: Presentations

Issue Statement:

At the April, 2018 Regular Meeting of the Smithfield Town Council, it was approved to contract and complete a concept with associated costs for the renovation of the Neuse River Amphitheater

Financial Impact

$10,000 of 2% Tax from the Visitors Bureau was used to complete the conceptual project. No additional funds are requested at this time.

Action Needed

Review and give direction for moving forward with the renovation project

Recommendation

Move forward with the planning for design and renovation of the Neuse River Amphitheater

Approved: ☑Town Manager ☐ Town Attorney

Attachments:

1. Staff Report

Staff Report

Presentation	Amphitheater Renovation Project
Date:	10/02/2018

At its regular April meeting of the Smithfield Town Council, it was approved by council to use $10,000 of 2% Visitor's Tax to complete a conceptual design for the renovation of the Neuse River Amphitheater.

WithersRavenel was contracted by the Visitor's Bureau to complete the conceptual design project and costs associated with the renovation. Parks and Recreation, Planning, the Visitor's Bureau, Economic Development and the DSDC were all involved meeting with WithersRavenel multiple times to initiate and give input on the design of the project.

The presentation is to present the conceptual design and ideas to Council for input and direction for moving forward.

Consent Agenda Items

The Smithfield Town Council met in regular session on Tuesday, September 4, 2018, at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:	Councilmen Absent	Administrative Staff Present
Travis Scott, Mayor Pro-Tem		Michael Scott, Town Manager
Marlon Lee, District 1		John Blanton, Fire Chief
David Stevens, District 2		Lenny Branch, Public Works Director
Dr. David Barbour, District 4		Ted Credle, Public Utilities Director
Emery Ashley, At-Large		Gary Johnson, Parks & Rec Director
John A. Dunn, At-Large		Tim Kerigan, Human Resources/PIO
Stephen Rabil, At-Large		Shannan Parrish, Town Clerk
		R. Keith Powell, Chief of Police
		Greg Siler, Finance Director
		Stephen Wensman, Planning Director

Present:	Administrative Staff Absent
Bob Spence, Town Attorney	

CALL TO ORDER

Mayor Moore called the meeting to order at 7:00.

INVOCATION

The invocation was given by Mayor Pro-Tem Scott followed by the Pledge of Allegiance lead by the following members of Girl Scout Troop 614: Juana Garcia, Madeline Smith, Valerie Smith, Katlin VanRoekel and Brianna Faircloth.

APPROVAL OF AGENDA:

Councilman Ashley made a motion, seconded by Mayor Pro-Tem Scott, to amend the agenda as follows:

Add the following to the Consent Agenda:

- Special Event: The Twisted Sister Restaurant and Bar located at 709 South Third Street is requesting to conduct a Labor Day Cookout on Monday, September 3, 2018 from 4:00 pm until 7:00 pm. The request is included amplified sound.

- Consideration and Approval to Adopt Resolution #626 (13-2018) adopting necessary policies pertaining to the Community Development Block Grant for Neighborhood Revitalization.

- Consideration and Approval to Adopt Resolution #627 (14-2018) for the submission of a Community Development Block Grant application for Neighborhood Revitalization to benefit Southeast Smithfield

Remove from the Presentations:

- Proclamation – Recognizing Regina Sanders's dedicated service to the Appearance Commission

Remove from the Consent Agenda and add to the Business Items:

- Item 3. *Consideration and Approval to amend the FY 2018 – 2019 Fee Schedule for SRAC rates for Town of Smithfield Employees.*

Unanimously approved.

PRESENTATION:

1. **Proclamation – Declaring September 17th – 23rd as Constitution Week in the Town of Smithfield**

Mayor Moore presented a Proclamation honoring Constitution Week to members of the Smith Bryan Chapter of the Daughters of the American Revolution.

PROCLAMATION
Constitution Week
September 17 – 23, 2018
In the Town of Smithfield, North Carolina

Whereas, September 17, 2018 marks the two hundred and thirty-first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a Proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield do hereby proclaim September 17 through 23, 2018 to be

CONSTITUTION WEEK

in the Town of Smithfield and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained

2. **Proclamation – Recognizing Reginald E. Foy's dedicated service to the Board of Adjustment and Planning Board**

Mayor Moore presented a Proclamation to Reginald E. Foy for his service to the Board of Adjustment and Planning Board.

PROCLAMATION
In Honor of Reginald E. Foy's
Dedicated Service to the Town of Smithfield's Planning Board & Board of Adjustment

WHEREAS, Reginald E. Foy, a lifelong resident of the Town of Smithfield has dedicated his time and attention by serving on the Planning Board and Board of Adjustment for over fifteen years; and

WHEREAS, during his tenure, Reginald E. Foy served as Chairman of the Planning Board; and

WHEREAS, Reginald E. Foy provided exemplary and invaluable service towards the future development and vision of Smithfield; and

WHEREAS, the citizens are so fortunate to have had a person of such experience dedicate so many years of service to the Town of Smithfield's growth and prosperity; and

WHEREAS, The Town Council deeply appreciates the important contributions Reginald E. Foy has made to the Town of Smithfield for its citizens.

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 Reginald E. Foy for his distinguished service to the Town of Smithfield

3. **Administering Oath of Office to Newly Promoted Sergeant – Brandon Smith**
   Mayor Moore administered the Oath of Office to newly promoted Police Sergeant Brandon Smith.

Town Clerk Shannan Parrish administered affirmations to those that wished to offer testimony during the Public Hearing

PUBLIC HEARINGS:

1. **Special Use Permit Request - Hampton Inn (SUP-18-10):** The applicant was requesting a special use permit to construct a hotel that will exceed 40 feet in height within a B-3 (Business) zoning district. The property considered for a special use permit is located on Town Centre Place approximately 600 feet south of its intersection with East Market Street. The property is further identified as Johnston County Tax ID# 15L11001G.

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

   Planning Director Stephen Wensman testified that Wintergreen Hospitality was requesting a special use permit to allow for a 69 foot tall hotel on a 3.51 acre parcel of land located within a B-3 (Highway Entrance Business) zoning district. The existing use was currently undeveloped with the proposed use being a hotel. Water and sewer services would be provided by the Town and Electrical Service could be provided by the Town. The applicant was proposing a 110 room hotel with 115 parking spaces. The landscape plan met or exceeded the Town of Smithfield UDO standards. Existing stormwater control measure designed to accommodate the requested hotel building. The setback exceeded minimum standards reducing impacts the additional height may impose.

   Mr. Wensman reviewed staff's findings. They are as follows:

   STAFF'S FINDINGS OF FACT

   1. The additional height is typical for hotels in the B-3 district. The Fire Marshall has reviewed the application and has no concerns. Therefore, staff believes the special use will not be a determent to the public, health, safety or welfare.

   2. The additional height is typical for other hotel uses in the area and is, therefore, in harmony with the area.

   3. The land use will have no impact on the orderly development or improvement to the area.

   4. Adequate utilities and parking exist and will be provided in accordance with the UDO requirements.

   5. There are adequate means of ingress and egress. Town Centre Place is a low traffic

volume street and the additional traffic will not create traffic congestion.

6. Yes, all regulations have been conformed with, or a variance from them have been approved.

7. The access conforms to plans.

8. The access conforms to plans

The Planning Department recommended approval of the request to allow for a 69 foot tall hotel on a 3.51 acre parcel of land located within a B-3 (Highway Entrance Business) zoning district with one condition:

1. That all other requirements of the Unified Development Ordinance are met prior to site plan approval.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the September 4, 2018 agenda packet.

Mayor Moore asked if there were any questions from the Council.

Councilman Ashley questioned if the reason this Special Use request had to come before Council was because the proposed height of the building exceeded forty feet. Mr. Wensman responded in the affirmative.

Mayor Moore asked the applicant if he was in agreement with the testimony provided by Planning Director Stephen Wensman. The applicant testified he was in agreement. The applicant requested they be allowed to construct the building to a height of 70 feet.

Councilman Ashley questioned if it would be appropriate to approve the 69 feet with a variance of 10% to 15% because it would be unfair to the applicant to have to go through this process again should they exceed the seventy feet limit. Mr. Wensman responded that would be appropriate.

Mayor Moore asked if there was anyone in attendance that had been duly sworn that wished to testify on this matter. There was no one that wished to speak on this matter.

Councilman Barbour made a motion, seconded by Councilman Stevens, to close the Public Hearing. Unanimously approved.

The Written Finding

Councilman Ashley made a motion, seconded Councilman Rabil, to vote in the affirmative to all of the below eight stated Finding of Fact. Unanimously approved.

The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:

1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.

2. The special use will be in harmony with the existing development and uses within the area in which it is to be located.

3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.

7. Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.

8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

Record of Decision: Approval of Conditional Use Permit Application Number SUP-18-10

Councilman Ashley made a motion, seconded by Councilman Rabil, based upon satisfactory compliance with the above eight stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to recommend approval of Special Use Permit Application # SUP-18-10 with the following condition:

- A variance of 15% be granted on the requested 69 feet overall height of the hotel.

Unanimously approved.

2. **Zoning Amendment Request: Town of Smithfield (ZA-18-06):** The applicant, the Town of Smithfield Planning Department was requesting an ordinance amendment to the Unified Development Ordinance, Article 5 to update and make corrections to the development review process

Councilman Ashley made a motion, seconded by Councilman Barbour, to open the Public Hearing. Unanimously approved.

Planning Director Stephen Wensman addressed the Council on a request by The Town of Smithfield Planning Department for an amendment to the Unified Development Ordinance (UDO) to update/make corrections to the development review process contained in Article 5. Mr. Wensman explained on January 2, 2018, The Town of Smithfield approved an ordinance amendment to allow for administrative approval by the UDO Administrator when major site plans and final plats are found to meet or exceed minimum development standards. Since that time, Planning Staff has become more familiar with Article 5 and has determined that an additional amendment is needed to improve the planning process.To improve the development process, Staff would like to remove the Planning Board review of final plats, requiring only Town Council review and approval. Preliminary plats would still require Planning Board review and Town Council approval with a public hearing. The purpose of the change was to shorten the development review process. In addition, final plat approval is essentially a check by the Town Council to ensure the final plat substantially matches the preliminary plat. It is with the final plat approval that the Town Council will accept public dedications of park land, fee in lieu of park land, trails, public rights-of-way, etc.

Planning Staff and the Planning Board recommended the Town Council approve zoning text amendment ZA-18-06 with a consistency statement declaring the request is consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest

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

Mayor Moore asked if there was anyone in attendance that wished to speak on this matter.

Emma Gemmel of 207 Hancock Street expressed her concerns about eliminating the Planning Board from the review process. She stated she didn't believe that making things shorter was always better and the Council should carefully consider the request before making a decision.

Mr. Wensman stated when a development is first proposed, it is reviewed by the Planning Board. In the preliminary phases are when most issues are addressed. During the final plat there wasn't a lot of benefit to having the Planning Board review it because only very minor changes could occur. Any major changes from preliminary plat to final plat would have to go back to the Planning Board for review and Council approval.

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

Councilman Ashley questioned if it would be possible to do a comprehensive review of the UDO since so many changes are being proposed. Mr. Wensman responded it was his intention to bring revisions to the UDO in a systematic way in a workshop type setting.

.

Councilman Ashley made a motion, seconded by Councilman Rabil, to approve Text Amendment Ordinance ZA-18-06 as submitted by the Planning Department stating the request was consistent with the Town of Smithfield Comprehensive Growth Management Plan and the request was reasonable and in the public interest.

Councilman Ashley, Councilman Rabil, Councilman Lee, Councilman Stevens, Councilman Barbour, Councilman Dunn voted in favor of the motion. Mayor Pro-Tem Scott voted against the motion. Motion passed 6 to 1.

ORDINANCE # ZA-18-06
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD UNIFIED DEVELOPMENT ORDINANCE ARTICLE 5

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Unified Development Ordinance by making changes to the Town of Smithfield Unified Development Ordinance to remove the requirement for Planning Board review of Final Plats along with minor clerical edits.

WHEREAS, it is the objective of the Smithfield Town Council to have the UDO promote regulatory efficiency and consistency and the health, safety, and general welfare of the community;

NOW, THEREFORE, be it ordained that the following Articles are amended to make the following changes set forth in the deletions (strikethroughs) and additions (double underlining) below:

PART 1

[Revise Article 5, to correct development review processes.]

5.5.3. ***Preliminary Zoning Approval***.
If the site plan, construction drawings, as-built drawings, or ~~final plat~~ minor subdivision is found to meet all of the applicable regulations of this Ordinance, then the UDO Administrator shall issue a zoning permit for site plans or approve minor subdivision plats.

…

5.5.5. Approval. *(AMENDED 1/2/2018)*
All required local, state, and/or federal permits must be obtained prior to the approval of the site plan or minor subdivision. If the site plan or final plat is found to meet all applicable regulations of this Ordinance, then the UDO Administrator shall issue a certificate of zoning compliance.

SECTION 5.6 TOWN COUNCIL APPROVAL UPON PLANNING BOARD REVIEW AND RECOMMENDATION - MAJOR SUBDIVISION PRELIMINARY AND TOWN COUNCIL APPROVAL OF MAJOR SUBDIVISION FINAL PLATS. *(AMENDED 1/2/2018)*

Town Council Approval Upon Planning Board Review and Recommendation applies to the following:

- Major Subdivision Preliminary ~~and Final~~ Plats. Includes all subdivisions not meeting the requirements for a minor subdivision.
  (1)
  Town Council Approval without Planning Board Review and Recommendation applies to the following:
- Major Subdivision Final Plats. Includes all subdivisions not meeting the requirements for a minor subdivision.

…

5.6.4. Major Subdivision Preliminary Plat Review and Approval by the Town Council Upon Planning Board Recommendation.

5.6.5. Major Subdivision Final Plat Review and Approval by the Town Council Without Planning Board Recommendation.

5.6.5.1. Following a complete review by the staff, the UDO Administrator shall schedule the application for review by the Town Council at the next regularly scheduled meeting.

5.6.5.2. The Town Council may take the following actions:

5.6.5.2.1. Approve the application if it substantially agrees with the preliminary plat; or

5.6.5.2.2. Deny the application and require a new preliminary plat.

5.6.5.3. All required local, state, and/or federal permits must be obtained prior to the approval of the ~~site plan or~~ final plat. ~~If the final plat is found to meet all of the applicable regulations of this Ordinance, then the UDO Administrator shall issue a certificate of zoning compliance for site plans or submit final subdivision plats to the Planning Board/Town Council for approval.~~

5.8.2.2.2. Within 24 months after approval of the preliminary plat by the Town Council, the subdivider shall submit a final plat showing that he or she has completed the subdivision according to the preliminary plan and phasing plan (if applicable). The final plat may include all or only a portion of the subdivision as proposed and approved on the preliminary subdivision plat, provided that all required improvements have been installed as called for in the approved preliminary plat or a surety bond or similar financial instrument has been approved by the Town Council, in accordance with Section 5.8.2.6.

The UDO Administrator shall determine whether or not the final plat substantially agrees with the approved preliminary plan and submit to the ~~Planning Board/~~Town Council for approval. If substantial differences exist, the Town Council may deny the final plat and require that a new preliminary plat be submitted. If the plat substantially agrees with the preliminary plat, the Town

Council ~~upon~~ recommendation of the Planning Board shall approve the final plat within thirty (30) days after first consideration, if the Town Council has accepted the publicly dedicated improvements or approved a performance bond agreement. Only after the final plat has been approved and recorded at the Johnston County Register of Deeds office shall any lots be transferred or conveyed. The plat must be recorded within 30 days after approval.

PART 2
That the Unified Development Ordinance shall be page numbered and revision dated as necessary to accommodate these changes.

PART 3
That these amendments of the Unified Development Ordinance shall become effective upon adoption.

3. Community Development Block Grant – Housing Rehabilitation Program

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

Skip Green informed the Council this was the second required public hearing. The proposed application would occur in the target area which included Rand Street to Martin Luther King, Jr, Drive. For the last month, they have been surveying that particular area for participation in the program. Activities for this grant would include housing rehabilitation, demolition and clearance and some temporary relocation. $2,500 was being proposed for relocation. This would be for temporary housing when homes were being habilitated. $670,000 would be used for housing rehabilitation. They have tentatively identified 28 house in need of habilitation where the homeowners qualify for the program. Approximately $70,000 would be used for clearance of dilapidated housing. The survey of this area identified 10-14 uninhabited structures that needed to be demolished. During the two neighborhood meetings, removal of dilapidated structures was a major request by those in attendance. Mr. Green stated this was an up to three year project with the hope that once this area was completed, it could be expanded to other portions of south east Smithfield until all homes were rehabilitated. Once that area was completed, then they would try to secure grant funding for other areas of the Town. Mr. Green explained the housing program was restricted to only those homes which are owner occupied. The assistance was a deferred loan to be repaid within 5-7 years. The loan amount would be reduced by 20% each year. The purpose of the deferred loan was to ensure the homeowner would remain in the home for the life of the loan. If the homeowner decided to sell or leave the rehabilitated home, he/she would be required to repay the outstanding balance on the loan. Another reason this was a deferred loan was to prevent the homeowner from gaining a profit from the rehabilitated home.

Mayor Moore asked for questions for comments from the Council.

Mayor Pro-Tem Scott questioned how the boundaries for this project were determined. Mr. Green responded it was based on need and the amount of available grant funding. Town Manager Michael Scott also responded that when he and Mr. Green reviewed the grant, they decided to take a systematic approach to move through the community and eventually the entire Town. It was his hope that the Town would continue to receive the grant funding to continually improve housing throughout the community.

Mayor Pro-Tem Scott questioned if a survey was completed of those that wished to participate. Mr. Green responded that 28 homeowners have submitted application to participate in the program. This equated to 65% - 70% of the homeowners.

Mayor Moore asked if there was anyone in attendance that would like to speak on the matter.

Sonny Howard questioned if this was a loan or a grant. Mr. Green responded it was a grant to the Town, but a deferred loan to the homeowner. The loan would only have to be repaid in the event the homeowner left or sold the property.

Mr. Howard further questioned if the removal of the dilapidated houses would be put out for bid. Mr. Green responded that any request for contractors would have to go through the federal bid/ procurement process.

Councilman Dunn made a motion, seconded by Councilman Barbour, to close the public hearing. Unanimously approved.

CITIZENS' COMMENTS:

- Jud Patterson of 418 Westerman Place Smithfield questioned if the Council had considered his suggestion from the last meeting concerning the parking situation on South Third Street. Town Manager Michael Scott responded the Town was in the midst of a transportation plan and he suggested that Mr. Patterson respond to the online survey being conducted by the Town and also suggested attending the Visioning Meeting on September 18th at the Smithfield Recreation and Aquatics Center. Mr. Patterson questioned if parking was not being enforced on South Third Street because of the renovations to Austin Manor. The Town Manager responded parking should be enforced every except near Austin Manor.

- Lucy Washington of 406 Birch Street stated she hoped the Town was awarded the grant to rehabilitate houses in the East Smithfield Community. She informed the Council there were a lot of unoccupied homes that were not being taken care of because most of the owners no longer live in Smithfield. She informed the Council of two homes on Blount Street and Brogden Road that needed to be addressed. She explained that if the Council was going to clean up the area, then they should do it the right way. She stated that no one would want to have their home rehabilitated if there were going to be homes next to it that needed to be removed. She stated the Council should hold the homeowners accountable. She also expressed concerns about people living along Blount Street who left their garbage cans on the street instead of taking them back to their yards. Mayor Moore responded that the condemnation process was a lengthy process. The Town was aware of the homes that needed to be condemned in the area.

CONSENT AGENDA:

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

1. Minutes of the July 31, 2018 Special Meeting and minutes of the August 7, 2018 Regular Meeting were approved.

2. Special Event – Triangle East Business Expo: Approval was granted to the Greater Smithfield Selma Area Chambers of Commerce to conduct the Triangle East Business Expo on October 15th and 16th at 1025 Outlet Center Drive beginning at 8:00 am and ending at 9:00 pm. Approval was also granted for amplified sound between the hours of 11:00 am and 9:00 pm on October 16th.

3. Approval was granted to enter into an agreement with Skip Green and Association to preform Grant Administrative Services for the Community Development Block Grant Neighborhood Revitalization Project.
   {Attached hereto and made a part of these official minutes is the agreement between the Town of Smithfield and Skip Green and Associate}

4. Approval of Resolution # 624 (11-2018) Adopting the Procurement Policy as required for the Community Development Block Grant project.

TOWN OF SMITHFIELD
RESOLUTION # 624 (11-2018)
PROCUREMENT POLICY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the Town of Smithfield is participating in the Community Development Block Grant Program under the Housing and Community Development Act of 1974 as administered through the North Carolina Department of Commerce; and

WHEREAS, a Procurement Policy is required for the Town's CDBG project.

NOW, THEREFORE BE IT RESOLVED, to accomplish the above, the Town of Smithfield Town Council hereby adopts the attached Procurement Policy to be used throughout the implementation of this Community Development Block Grant project.

5. Approval was granted to enter into an agreement with Louise G. & Oliver G. Fleming allowing their property to be designated as a Certified Site for industrial uses by the Economic Development Partnership of North Carolina.

6. Bid was awarded to JP Edwards in the amount of $ 403,775.60 for Phase 1 of the FY 2018-2019 Street Resurfacing Project. Bids received were as follows:

- JP Edwards $403,775.60
- Garris Grading $429,741.35
- ST Wooten Corp $589,418.70
- Barnhill Contracting $619,525.30
- Turner Asphalt $662,635.50

7. Bid was awarded to Steve's Carpets and Flooring in the amount of $4,768.58 for the installation of carpet for the Council Chambers. Bids received were as follows:

- Steve's Carpet and Flooring $4,768.58
- Hopkins' Carpet and Floor Covering $5,038.06
- Handy Andy Carpet $5,554.84

$350.00 was added to the cost to purchase additional carpet squares for repairs making the total project $ 5,118.58.

8. Bid was awarded to ACSM in the amount of $26,500 for the purchase and installation of a Digital Marquee Sign at Town Hall. Bids received were as follows:

- ACSM $26,500.00
- Signs & Awning Systems $22,575.00
  (this bid did not include installation estimated at $3500.00)
- Lighthouse $33,515.00

9. Bid was awarded to Capital Ford in the amount of $47,670 for the purchase of a 2019 Ford F550 for the Parks and Recreation Department Bids received were as follows:

- Capital Ford $47,670.00
- Deacon Jones $52,876.00
- Classic Ford Did not submit a bid

10. Bid was awarded to Blackmon's Fencing Company in the amount of $7,797.33 for installation of fencing at the Civitan Field Dog Park. Bids received were as follows:

- Blackmon's Fence Co: $7,497.51
- Moye Fence Co: $10,171.69
- Tebco $10,300.00

Total bid from Blackmon's Fence Company included the removal of one gate (- $132.53) and adding tension wire (+ $432.55), making the total bid $7,797.33.

11. Approval was granted to bring FY 2017-2018 Encumbrances forward to FY 2018-2019

1.
Revenue

10-00-3900-3900-0000	Fund Balance Appropriation	$ 527,865	$808,472	$ 1,336,337

Expenditure

10-10-4100-5300-4501	General Gov. - Service Contracts	$ 14,647	$ 20,000	$ 34,647
10-10-4100-5700-7400	General Gov. - Capital Outlay/Municipal Code	43,000	9,600	52,600

10-61-4110-5300-5710	Non-Departmental - Economic Development	26,000	4,992	30,992
10-61-4110-5300-5716	Non-Departmental - PEG Channels	28,000	5,450	33,450
10-10-4900-5300-4500	Planning - C.S./Storm Water Plan Engineering	-	97,331	97,331
10-10-4900-5300-4502	Planning - Condemnation	-	50,000	50,000
10-10-4900-5300-4504	Planning - C.S./Comprehensive Growth Mgmt	-	66,260	66,260
10-10-4900-5300-4505	Planning - C.S./Comprehensive Transportation Plan	-	89,809	89,809
10-20-5100-5300-3305	Police - Miscellaneous	-	7,000	7,000
10-60-5500-5300-3440	General Services - Appearance Commission	15,000	6,686	21,686
10-60-5500-5700-7400	General Services - Cap. Outlay (Locker Rm & Mausoleum Roof)	40,000	18,000	58,000
10-30-5600-5700-7300	Streets - Capital Outlay (Sidewalks & Curb-Booker Dairy)	320,000	103,906	423,906
10-30-5600-5700-7400	Streets - Capital Outlay (Withers Ravenal)	30,000	3,024	33,024
10-30-5700-5700-7310	Powell Bill - Street Resurface	260,000	260,000	520,000
10-60-6200-5300-3900	Recreation - Swimming Pool Demolition	17,000	10,000	27,000
10-60-6200-5700-7400	Recreation - Capital Outlay (Dog Pk, JLP Carpentry, Outer Banks Tennis))	151,290	56,414	207,704
		$ 944,937	$808,472	$ 1,753,409

To bring forward encumbrances from the 2017-2018 General Fund Budget to FY18-19

2.
Revenue

30-71-3900-3900-0000	Fund Balance Appropriation	$ 250,000	$189,550	$ 439,550

Expenditures

30-71-7200-5700-7400	Water Plant - Capital Outlay	$ 80,000	$ 18,887	$ 98,887
30-71-7220-5700-7400	Water Sewer -	248,000	170,663	418,663
		$ 328,000 #	$189,550 #	$ 517,550

To bring forward encumbrances from the 2017-2018 Water/Sewer Fund Budget to FY18-19

3.
Revenue

31-72-3900-3900-0000	Fund Balance Appropriation	$ -	$120,075	$ 120,075

Expenditures

31-72-7230-5300-3303	Electric - Supplies/Operations	178,000	5,075	183,075
31-76-7230-5970-9102	Electric - Transfer to Electric CPF (Budget Truck)	1,100,000	115,000	1,215,000

		$1,278,000	$120,075	$ 1,398,075

To bring forward encumbrances from the 2017-2018 Electric Fund Budget to FY18-19

4.
Revenue

40-61-3900-3900-0000	Fund Balance Appropriation	$ -	$ 1,018	$ 1,018
Expenditures				
40-61-4100-5300-3400	J.B. George Projects	1,200	761	1,961
40-61-4100-5300-3410	J.P. George Projects	146	257	403
		$ 1,346	$ 1,018	$ 2,364

To bring forward encumbrances from the 2017-2018 J.B. George Fund Budget to FY18-19

12. Various Budget Amendments were approved.

1.
Revenue

30-71-3900-3900-0000	Fund Balance Appropriation	$ 439,550	$186,882	$ 626,432
Expenditures				
30-71-7240-5400-9508	D/S - Booker Dairy Road	$ 813,676	$186,882	$ 1,000,558

To fund or apply BBT's loan proceeds back to loan. The Booker Dairy Road Project was completed for less than loan proceeds.
BB&T applied the surplus of $186,881.19 back to the loan.

2. Expenditures

30-76-7200-5970-9101	Transfer to W/S Capital Proj Fund	350,000	117,000	467,000
30-00-9990-5300-0000	Water Fund Contingency	313,763	(117,000)	196,763
		$ 663,763	$ -	$ 663,763

To fund additional cost of Riverbank Construction Project as approved at the Aug, 7, 2018 Council Meeting

3.
Revenue

45-75-3870-3870-0301	Transfer from W/S Fund	$1,200,000	$117,000	$ 1,317,000
Expenditures				
45-71-7200-5700-7409	Riverbank Construction and Refurbishment	$ 200,000	$117,000	$ 317,000

To fund additional cost of Riverbank Construction Project as approved at the Aug, 7, 2018 Council Meeting

4. Revenue

46-10-3410-3410-4115	GCPF - Federal	-	99,256	99,256

	Grant/Wayfinding			
46-10-3410-4900-4115	GCPF - Visitors Bureau/Wayfinding	-	75,000	75,000
46-10-3410-4900-4116	GCPF - DSDC/Wayfinding	-	29,375	29,375
		$ -	$203,631	$ 203,631
Expenditure				
46-10-4900-5700-7400	Wayfinding	$ -	$203,631	$ 203,631

To establish and fund the Wayfinding Project as approved at the August 2, 2016 and the July 10, 2018 Council meetings

13. Approval was granted to promote an employee in the Public Utilities Electric Department from an Electric Lineman to an Electric Journeyman

14. Approval was granted to allow employees to donate sick leave to an employee in the Police Department

15. The following advisory board appointments were approved:

- Michael Johnson was appointed to a first term on the Planning Board.
- Sarah Edwards was reappointed to serve a fourth term on the Board of Adjustment as an ETJ members

16. New Hire Report

Position	Department	Budget Line	Rate of Pay
Police Officer I	Police	10-20-5100-5100-0200	$16.05/hr. ($35,887.80/yr.)
P/T Instructor	P & R – Aquatics	10-60-6220-5100-0230	$15.00/hr.
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	$10.00/hr.
Utility Line Mechanic	PU – Water / Sewer	30-71-7220-5100-0200	$12.83/hr. ($26,686.40/yr.)
Utility Line Mechanic	PU – Water / Sewer	30-71-7220-5100-0200	$13.47/hr. ($28,014.60/yr.)

Current Vacancies

Position	Department	Budget Line
Marketing and Communications Specialist General	Government	10-10-4100-5100-0200
Police Officer I	Police	10-20-5100-5100-0200
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220
Utility Line Mechanic	PU – Water / Sewer	30-71-7220-5100-0200

17. Special Event – Labor Day Cookout: Approval was granted to Twisted Sister Restaurant and Bar located at 709 South Third Street to conduct a Labor Day Cookout on Monday, September 3, 2018 from 4:00 pm until 7:00 pm. The request included amplified sound.

18. Approval to Adopt Resolution #626 (13-2018) adopting necessary policies pertaining to the Community Development Block Grant for Neighborhood Revitalization

RESOLUTION # 626 (13-2018)
TO ADOPT POLICIES AND GUIDELINES FOR
THE TOWN OF SMITHFIELD
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

Whereas, the Town of Smithfield is applying for a Small Cities Community Development Block Grant (CDBG) administered by the North Carolina Department of Commerce, and

Whereas, the use of these funds requires that specific policies and guidelines be used.

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

The Town of Smithfield the following attached policies and guidelines for Town of Smithfield CDBG Programs.

- Citizen Participation Plan
- Residential Antidisplacement and Relocation Assistance Policy
- Equal Opportunity Policy
- Section 519 Policy
- Section 504 Compliant/Procedure
- Fair Housing Plan

19. Approval to Approval to Adopt Resolution #627 (14-2018) for the submission of a Community Development Block Grant application for Neighborhood Revitalization to benefit Southeast Smithfield

TOWN OF SMITHFIELD
RESOLUTION # 627 (14-2018)
FOR THE TOWN OF SMITHFIELD
APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE PHASE 1 SOUTHEAST SMITHFIELD NEIGHBORHOOD REVITALIZATION PROJECT

WHEREAS, the Town of Smithfield's Town Council has previously indicated its desire to assist in community revitalization within the Town; and,

WHEREAS, the Town Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit low and moderate income residents located in Southeast Smithfield and,

WHEREAS, the Town Council wishes the Town to pursue a formal application for Community Development Block Grant funding to benefit Southeast Smithfield, and

WHEREAS, the Town Council certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program,

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

1. The Town is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for the North Carolina Neighborhood Program to benefit Southeast Smithfield.

2. The Mayor Andy Moore, and successors so titled, is hereby authorized to execute and submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant.

3. That Michael Scott, Manager, and successors so titled, is hereby authorized and directed to furnish such information as the North Carolina Department of Commerce 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.

Unanimously approved.

Business Items

1. **ZA-18-05 Town of Smithfield:** The Planning Department was requesting an ordinance amendment to the Town of Smithfield Unified Development ordinance, Article 10, Part III, Regulations for Signs, to allow for on-site high rise identification signs on properties located within the B-3 zoning district and that are within 660 feet on the Interstate 95 right-of-way.

Planning Director Stephen Wensman explained this item was before the Council at last month's meeting. During that meeting, there were some questions about the changes to the Ordinance. The questions involved lighting, cost of high-rise signs 50' to 100' and spacing between high rise signs. Mr. Wensman explained the UDO addressed some of the concerns about lighting. He believed lighting of these signs would not pose any issues. Mr. Wensman explained he contacted a sign company regarding the cost of high-rise signs. Fifty foot signs have a range of $150,000 to $175,000. A one hundred foot sign range is $350,000 or more. Most companies that wish to have a high-rise sign will conduct a study to determine the height, size and placement of the sign. The height of the sign will be based on visibility and cost. Mr. Wensman informed the Council that he could not find any examples from other jurisdictions that dealt with the spacing of the signs.

Councilman Ashley stated that the newly proposed hotel is not located on the I-95 corridor. Mr. Wensman responded it would be located within the required 660 feet of I-95.

Councilman Barbour stated the purpose of the high-rise signs were to attract those traveling on I-95 to stop in Smithfield.

Tony Nixon of 8 Cedar Drive asked if the 660 feet from the I-95 corridor would extend into the Town and would the lighting intrude on existing businesses and the Pine Acres subdivision. Mr. Wensman stated the same standards for current existing signs would apply.

Councilman Ashley made a motion, seconded by Councilman Rabil, to approve the request stating the request was consistent with the Town of Smithfield Comprehensive Growth Management Plan and the request was reasonable and in the public interest. Unanimously approved.

DRAFT ORDINANCE # ZA-18-05
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD UNIFIED DEVELOPMENT ORDINANCE ARTICLE 10, SECTION 10.23 DISTRICT SIGNS and APPENDIX A, TO ALLOW FOR HIGH-RISE BUSINESS IDENTIFICATION SIGNS

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Unified Development Ordinance by making changes to the Town of Smithfield Unified Development Ordinance to allow for high-rise identification signs through the creation of a new section 10.23.9 High-Rise Business Identification Signs (Single Tenant).

WHEREAS, it is the objective of the Smithfield Town Council to have the UDO promote regulatory efficiency and consistency and the health, safety, and general welfare of the community;

NOW, THEREFORE, be it ordained that the following Articles are amended to make the following changes set forth in the deletions (strikethroughs) and additions (double underlining) below:

PART 1

[Revise Article 10, to create a new section 10.23.9 High-Rise Business Identification Signs.]

SECTION 10.23.9 High-Rise Business Identification Signs (Single Tenant).

High-rise business identification signs may be permitted as a use by right for single tenant developments when located in the B-3 (Highway Entrance Business) zoning district and located within 660 feet of Interstate 95. A zoning permit may be granted providing the following minimum standards are met.

10.23.9.1 High-rise signs shall only advertise activities conducted on the property upon which it is located.

10.23.9.2 Maximum sign height shall not exceed a total height of 100 feet and shall be a minimum total height of at least 50 feet.

10.23.9.3 Maximum sign area shall not exceed 400 square feet of sign area per side.

10.23.9.4 No part of a high-rise sign shall be closer than 10 feet to a property line.

10.23.9.5 High-rise signs shall be free standing, ground mounted and of mono-pole design.

10.23.9.6 Only one high-rise identification sign may be permitted per property and is in addition to all other allowable signs.

AND, be it ordained that the following Articles are amended to make the following changes set forth in the deletions (strikethroughs) and additions (double underlining) below:

[Revise Appendix A. Section A.3 Definitions, to create a new definition for high-rise business identification signs.]

Appendix A. Section A.3

Sign, high-rise business identification

A very tall sign, usually between 50 feet to 100 feet in total height and designed to be viewed from a great distance.

PART 2
That the Unified Development Ordinance shall be page numbered and revision dated as necessary to accommodate these changes.

PART 3
That these amendments of the Unified Development Ordinance shall become effective upon

2. **Approval to Adopt Resolution # 625 (12-2018)** Directing the Town Clerk to investigation a Noncontiguous Annexation Petition submitted by Navaho Investment Company.

Planning Director Stephen Wensman informed the Council that the applicant, Navaho Investment Company, LLC, was requesting to annex approximately 21.26 acres of land into the Town of Smithfield's corporate limits. The property considered for annexation was on Galilee Road about 1900 feet south of Black Creek Road, near West Smithfield Elementary School. The property was partially within the ETJ and partially outside. The applicant was also requesting water and sewer services. Mr. Wensman explained that for remote annexation, the Town was allowed to have 10% of our Town to be remotely annexed. Any remote annexation should be done wisely as currently the Town has 2% remote annexation.

Councilman Scott stated he was concerned this remote annexation would be challenging for Town staff to provide services.

Councilman Barbour questioned if the request was simply to allow the Clerk to investigate the cost. Town Attorney Bob Spence responded the Resolution was to allow the clerk to determine the sufficiency of the petition which was clerical in nature.

Councilman Barbour further questioned if the County could not provide services to this development. Mr. Wensman responded it was his understanding that the County did not want to provide services to this development since part of it is in the Town's extraterritorial jurisdiction.

Town Manager Michael Scott informed the Council that staff was beginning to get more satellite annexation requests. The whole idea was to grow the Town in the direction of the satellite annexations whereby making the Town larger.

Councilman Stevens stated it was worth allowing the Clerk to investigate the petition.

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Councilman Stevens made a motion, seconded by Councilman Rabil, to approve Resolution 625 (12-2018) directing the Clerk to investigate the noncontiguous annexation petition. Unanimously approved.

TOWN OF SMITHFIELD
RESOLUTION # 625 (12-2018)
DIRECTING THE CLERK TO INVESTIGATE A PETITION
RECEIVED UNDER G.S. 160A-58.1

WHEREAS, a petition requesting annexation of an area described in said petition was received on September 4, 2018 by the Smithfield Town Council; and

WHEREAS, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Smithfield deems it advisable to proceed in response to this request for annexation:

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

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Town Council the result of her investigation

3. Consideration and Approval to allow Grace Community Assembly of God to hold a community marketplace twice a month on Saturdays from 9:00 am until 1:00 pm beginning in May 2019 and ending in October 2019

Planning Director Stephen Wensman addressed the Council on a request by Grace Community Assembly of God. Mr. Wensman explained the Church would like to offer a community marketplace as an outreach program for the public. Their intent was to sell crafts, hobby items, clothing, toys, furniture, household goods and produce. They would like to offer this market twice a month beginning May 2019 and ending October 2019. The proposed hours of operation would be Saturdays from 9:00 am to 1:00 pm. Mr. Wensman further explained the UDO did not address this use. Some of the confusion was that Temporary Uses are Special Uses with Supplementary Standard in the UDO, but they have never been processed as such.

Councilman Barbour questioned if this market would be taking away from businesses in the area and how would the church benefit from having a market place.

Mark Stout of 829 Creech Church Rd. Kenly, NC explained one of the benefits would be that groups within the church would be able to utilize the market place to raise funds for missions. Mr. Stout doubted the market place would be in competition with surrounding businesses. The proposed market place would be a way for the church to engage with the community.

Councilman Ashley stated if the church was using the market place as an outreach then it was a wonderful idea, but a business venture would require other regulations. Mr. Stout responded this market place was being seen as an outreach opportunity and not a business venture.

Mayor Pro-Tem Scott questioned why this location was chosen and was there adequate parking. Mr. Stout responded the site was the church he attended and there was adequate parking.

Councilman Barbour stated the proposed location for booths was not a large space and questioned the maximum amount of booths the market place could have. Mr. Stout responded

there could be 10 to 20 12' x 12' spaces. He anticipated the market place would be held less than the requested twice a month. Councilman Barbour questioned the criteria for allowing someone space at the market place since those spaces are not being rented. Mr. Stout responded there were currently no criteria. There was a vision and idea, but they would have to simply make the rules up as they go.

Town Manager Michael Scott questioned if a large portion of the revenue would go back to the individual and not the church. Mr. Stout responded that it could. Mr. Scott further questioned if a private person utilized a booth then none of those funds would go back to the church. Mr. Stout responded in the affirmative

Mayor Moore questioned if the Council could place restrictions on this request. Mr. Wensman responded that some restrictions would be appropriate

Councilman Ashley stated the concept was wonderful and Mr. Stout was only requesting to hold the market place from May to October.

Councilman Barbour stated his only concern was that whatever the Council approved for one church; it had to be approved for all churches in Town. He questioned if the Council was willing to allow every church to conduct a flea market in Town.

Councilman Stevens stated he was in favor of anything that would help the church. He simply did not want another Highway 301 flea market or Highway 301 yard sale.

> Councilman Ashley made a motion, seconded by Councilman Stevens, to approve the request by Grace Community Assembly of God to hold a community marketplace twice a month on Saturdays from 9:00 am until 1:00 pm beginning in May 2019 and ending in October 2019. Unanimously approved.

4. Final Report and closing out the State awarded Asset Inventory & Assessment (AIA) grant for sewer inventory

Public Utilities Director Ted Credle informed the Council that in 2016, the Town applied for and was rewarded the North Carolina Division of Environmental Quality (NCDEQ) Clean Water State Revolving Fund (CWSRF) Asset Inventory and Assessment (AIA) grant in the amount of $150,000. The intent of this grant was to fund a project that would physically locate the Town's sanitary sewer utility infrastructure and incorporate the infrastructure into the Town's official Service Map. This accurate location would enhance the Town service by reducing service response time. After 24 months, the work on this project is completed, and the grant is to be closed out. Condition #8 of the award indicates that the completed work must be presented to the governing board.

Mr. Credle explained a contractor was hired to survey (locate) each manhole in Town and assess their condition the survey data was incorporated into the Town's GIS database and was presented on the Town web site. This data is updated continuously and a new service map is printed annually A separate contractor was hired to video the condition of certain system "trouble" spots; to see if the pipes in these areas were failing. These video reports are also linked into the Town's GIS database; which helped form the basis of a preventive maintenance cleaning program. The video efforts found three distinct breaks in the sewer lines and each of these breaks was repaired. Root intrusion was also found and another contractor was hired to treat roots in these areas. These treatments have a 2-year guarantee against root re-intrusion. A separate contractor was hired to begin to rehabilitate the worst of the manholes. Budgetary constraints did not allow complete rehabilitation; but the Town has started a program to rehabilitate all manholes in need The Town's engineering consultant also visited and examined all 18 lift stations to catalogue their condition and make improvements. The Town's Asset Management Plan was revised to prioritize repair projects at the lift stations. The ultimate goal was to reduce inflow and infiltration which has occurred. Sewer treatment cost have returned to a stable level.

Town Manager Michael Scott informed the Council this was a state wide grant. The Town of Smithfield's Utility Department was the first to return this grant and complete it. This is a

testament to their hard work and dedication.

5. **Consideration and Approval to amend the FY 2018 – 2019 Fee Schedule for SRAC rates for Town of Smithfield Employees**

Parks and Recreation Director Gary Johnson informed the Council that at the July 10, 2018 Council Meeting staff received questions regarding the tax responsibilities, should employees receive free SRAC memberships as an employee benefit for the Town. Staff contacted our current benefit services provider, MARK III and they advised the benefit would not be taxable and is being done in other communities in North Carolina. Staff was seeking clarification on how to proceed with rates for Town of Smithfield full time employees and Full time Johnston County Public School employees. Staff's recommendation for full-time Johnston County Public Schools employees' rate was 75% of the applicable membership rate.

Councilman Ashley stated that the original request was for a 50% reduction for Town employees and a 25% reduction for Johnston County School employees. He further stated that his issue was that the Council just went through the budget process where this was not addressed. He explained eliminating a fee for Town employees should be a part of the budget process. He felt the Town was asking its citizens to pay for free membership.

Mayor Pro-Tem Scott stated that if the Town can prevent one worker's comp claim or one heart attack, then the free membership would be a valuable benefit.

> Mayor Pro-Tem Scott made a motion, seconded by Councilman Dunn, to approve amending the FY 2018-2019 Free Schedule whereby making SRAC rates free for full time Town of Smithfield employees and full-time Johnston County Public Schools employees' rate would be 75% of the applicable membership rate. Mayor Pro-Tem Scott, Councilman Dunn, Councilman Lee, Councilman Barbour and Councilman Rabil voted in favor of the motion. Councilman Ashley and Councilman Stevens voted against the motion. Motion passed 5 to 2.

Councilmembers Comments

- Mayor Pro-Tem Scott informed the Council that he recently attended some of the ElectriCities meetings where he learned a lot of great things. He suggested forming a committee to help the citizens understand the AMI meters and how they can access the information. He suggested the Town consider making the load management plan better because when the Town saves money, the citizens save money.

- Councilman Ashley expressed his appreciation to Emma Gemmel and Pam Lampe for getting involved in their community. He explained that there are citizens who regularly attend the meetings and he expressed his appreciation to them as well.

- Councilman Barbour informed the Council that he was in the process of planning District Four (D4) meetings. The purpose of these meeting were to energize the citizens of District Four so that would want to be involved with the Town.

- Councilman Stevens informed the Council that he and Town Manager Michael Scott attended a meeting held by the Concerned Citizens for Successful Schools. An attorney from UNC presented information to those in attendance about the disparities in the Johnston County Public Schools. The Town Manager stated it was the hope to have the speaker address the Council at the October meeting.

- Mayor Moore informed the Council he would love to see the Town's Christmas parade have more entries, more floats and more High School bands participate. He encouraged business, civic organizations and others to participate in the parade. He suggested the Town consider offering prizes for the best float, band, etc.…

Town Manager's Report:

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

- Lineman Apprenticeship: The Manager provided information regarding the effort to create an apprenticeship program for Linemen and linewomen for electric utilities in Johnston County. This is a great opportunity for graduating seniors, should this be their area of interest.

- Control Burn: The controlled burn of three buildings at the corner of Brightleaf and Pitchi Street remained on schedule for September 15th

- Town Meeting: The Planning Department will be hosting its first public meeting seeking public input regarding the Town's future transportation and land use plans on Tuesday, September 18, 2018 6:00 pm -8:00 pm in the SRAC Banquet Room located at 600 Booker Dairy Rd.

- Employee Breakfast: Department heads will be cooking breakfast for employees on September 26th from 5:00 am to 9:00 am. in the Fire Station Training Room.

- South 2nd Street: One lane of South Second Street will be closed this month for about two weeks between the area of Riverside and Davis. Crews will be replacing a water line in this area.

Department Reports

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

Close Session: Pursuant to NCGS 143-318.11 (a) (5)

Mayor Pro-Tem Scott made a motion, seconded by Councilman Stevens, to enter into Close Session. Unanimously approved at 9:18 pm.

Reconvene in Open Session:

Councilman Ashley made a motion, seconded by Mayor Pro-Tem Scott to reconvene in open session. Unanimously approved at 9:53 pm.

Adjourn

Councilman Barbour made a motion, seconded by Councilman Dunn, to adjourn the meeting. The meeting adjourned at approximately 9:54 pm.

_____
M. Andy Moore, Mayor

ATTEST:

_____
Shannan L. Parrish, Town Clerk

The Smithfield Town Council met in Special Session on Thursday, September 20, 2018 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided .

Councilmen Present:	Councilmen Absent	Administrative Staff Present
Mayor Pro-Tem Scott	Marlon Lee, District 1	John Blanton, Fire Chief
Emery Ashley, At-Large	John A. Dunn, At-Large	Greg Siler, Finance Director
David Stevens, District 2		Shannan Parrish, Town Clerk
Dr. David Barbour, District 4		
Stephen Rabil, At-Large		

Call to Order

Mayor Moore called the meeting to order at 7:00 PM

Approval of Agenda

Mayor Pro-Tem Scott made a motion, seconded by Councilman Ashley, to approve the agenda as submitted. Unanimously approved.

Item:

Consideration and Approval to accept loan conditions for a 20 year USDA loan in the amount of $1,126,105.00 for the purchase of a 100 foot aerial ladder truck

Finance Director Greg Siler addressed the Council on a request to consider and approve USDA loan conditions associated with the financing of the Ladder Truck. Mr. Siler explained the Town hasn't received formal approval of the loan. Mr. Siler further explained when attempting to borrow from the USDA, the process is lengthy and the Town must follow their guidelines for the life of the loan. They require the Town to be ADA and EEOC compliant. Mr. Siler further explained that USDA will not compete with commercial lenders. If the Town was able to find a commercial lender that was competitive with the USDA rate and term, USDA would not make the loan for the Town. The advantage to the USDA loan was they were willing to lock in the 3.875% rate now even though it would be more than a year before the ladder truck was purchased. If the Town Followed their procedure, the Town could request an interest rate reduction in the event that rates decreased.

Mayor Pro-Tem Scott questioned if the Town could budget extra funds each year in an effort to reduce the total amount of interest over the life of the loan which equated to $512,835 over a twenty year period. Mr. Siler responded there was no penalty for early repayment, but he would need to find out if extra principle payments could be made.

Councilman Ashley suggested the Town do a principle reduction when the loan was made.

Councilman Barbour stated that if in five years a commercial lender was competitive, the Town would be required to refinance the balance of the loan.

Mayor Pro-Tem Scott questioned if there was grant money associated with this loan. Mr. Siler responded the USDA was not offering any grant funding for the ladder truck

.

Councilman Ashley made a motion, seconded by Councilman Rabil, to accept the conditions of the USDA loan for the purchase of the 100 foot aerial fire truck. Unanimously approved.

{Attached by Reference and made a part of these official minutes are the USDA Loan Conditions}

Adjourn

There being no further business, Councilman Ashley made a motion, seconded by Mayor Pro-Tem Scott, to adjourn the meeting. The meeting adjourned at approximately 7:11 pm.

_____
M. Andy Moore, Mayor

ATTEST:

_____
Shannan L. Parrish, Town Clerk

Request for Town Council Action

Consent Agenda Item:	**Wayfinding Easement Agreement**
Date:	10/02/2018

Subject: Wayfinding Sign Easement Agreement
Department: Planning Department
Presented by: Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Town has been working with several land owners to place gateway G1 wayfinding signs on their properties within proposed easements. The Town has identified the Fleming Family Farm LLC property, NC Pin# 168500-73-3381, as a suitable location for the sign. Because the property owner consent to a sign on this property is conditioned on the sign's potential removal with a 60-day notice, Staff is requesting the Council's approval of the Agreement and location of a sign on the Fleming Family Farm LLC property.

Financial Impact

The cost of placing the sign on Fleming Family Farm LLC property is estimated at $9,750 plus survey costs and costs to remove the old sign (to be determined). The costs are to be paid using the Town's Johnston County Tourism Bureau 2% tourism, the Downtown Smithfield Development Corporation and USDA grant monies. Any costs to remove the sign in the future are not included.

Action Needed

Staff is requesting approval of a Temporary Easement Agreement for a gateway sign on the Fleming Family Farm LLC property with the NC Pin# 168500-73-3381.

Recommendation

Staff respectfully requests the Town Council approve the Temporary Easement Agreement for a sign to be located on Fleming Family Farm LLC property, NC Pin# 168500-73-3381.

Approved: ☑Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Easement Agreement

Staff Report

Consent Agenda Item: Wayfinding Easement Agreement

REQUEST:

Staff respectfully requests the Town Council approve the Temporary Easement Agreement for a wayfinding gateway sign to be located on the Fleming Family Farm LLC property, NC Pin# 168500-73-3381

ANALYSIS:

The Town has been working with several land owners to place gateway G1 wayfinding signs on their properties. These signs will be placed in easements with an easement agreement between the Town and the land owner. The Town has identified the Fleming Family Farm LLC property, NC Pin# 168500-73-3381, as a suitable location for the sign. Mr. Fleming, the trustee for the property is in support of a sign on his property with the condition that the sign be removed within 60 days should the sign become an obstacle to future development should it occur. There are no plans for development at this time. This is the same agreement the Town Council approved several months ago for a sign on the Eddie Sutton property near Holt Lake.

An existing older sign exists on the property and the new sign will be located in the same general location in west Smithfield.

The sign contractor is able to construct the sign with hooks such that it can be removed by crane and flatbed truck so it can be used again elsewhere with only minimal damage to the structure.

Because the location of the gateway sign is temporary in nature, subject to removal with 60-day notice, Staff is requesting the Council's approval of the Agreement and location of a sign on the Fleming Family Farm LLC property.

SIGN EASEMENT

Excise Tax: $

Parcel ID No.: upon Parcel #15078012

This instrument was prepared by/Please return to: Spence Berkau & McLamb, PA
PO Box 1335, Smithfield, NC 27577

Brief Description for the Index: Sign Esmt, Smithfield Twp.

THIS EASEMENT made this _____ day of _____, 2018, by and between

GRANTOR	GRANTEE
FLEMING FAMILY FARM, LLC	**TOWN OF SMITHFIELD,** **a NC municipal corporation** **PO Box 761** **Smithfield, NC 27577**

THAT WHEREAS, the Grantor, owns in fee simple a certain lot or parcel of land situated in Smithfield Township, Johnston County, which can be specifically identified as follows:

BEING all of that real property as described in Exhibit A, attached hereto and incorporated fully herein by reference, and as described in that Special Warranty Deed to Grantor, recorded in Deed Book 4899, Page 355, Johnston County Registry ("Grantor's Land").

AND WHEREAS, Grantee is a municipal corporation; Grantor's Land is located within the municipal limits of Grantee;

AND WHEREAS, said Grantee desires to obtain a "Sign Easement Area" from Grantor, and construct and maintain within the sign easement area, on the portions of Grantor's Land hereinbelow described, a masonry base, landscaping, and "Smithfield" sign, as the Town of Smithfield now or in the future deems appropriate, to enhance the road system signs and enhance the appearance of entry routes into the Town of Smithfield, subject however, to the restrictions set forth herein.

NOW, THEREFORE, said Grantor, for valuable consideration, does hereby give, grant, and convey unto said Grantee a perpetual right and easement in gross to construct and maintain across and

upon the areas below described of Grantor's Land a sign easement for the installation and maintenance of a masonry base, landscaping, and "Smithfield" sign and to go upon Grantor's Land whenever the same is reasonably necessary for the purpose of inspecting, maintaining, and repairing or replacing said sign; provided, that all such inspection, maintenance and repair shall take place within the *** square foot easement areas as much as is reasonably practical; however, Grantee shall have a right of access, ingress and egress to the sign easement area for said purposes. All Signs and materials placed within the permanent sign easement areas shall be the property of the Town of Smithfield.

Grantee further covenants (i) that no improvements shall be constructed within the sign easement areas other than the Sign; (ii) notwithstanding anything to the contrary in the foregoing, in no event shall the Sign be of a type or size which is greater than that set forth above and as depicted in Exhibit A; (iii) that each Sign shall be constructed, installed, maintained and repaired by Grantee (in accordance with the requirements set forth herein) in a state of good condition and repair, at Grantee's sole cost and expense; (iv) any activities by Grantee on Grantor's Land or the sign easement area shall not interfere with any business activities being conducted on Grantor's Land; and (iv) to promptly restore to substantially the same condition as existed immediately preceding any such work, at Grantee's sole cost and expense, any property disturbed by Grantee's installation, construction, maintenance or repair of the Sign.

The areas of Grantor's Land subject to the sign easements are more particularly described as follows, which is herein referenced as the "Sign Easement Area":

Sign Easement Area (either a metes and bounds legal description or plat map of area)

BEGINNING at a point ** to the point and place of BEGINNING, being that "****" as shown on a survey map, dated *, 2018, entitled "Preliminary Sign Easement Map for Town of Smithfield, Property of *."**

TO HAVE AND TO HOLD said right and easements in gross to the said Grantee it being agreed that the right and easements hereby granted are purely personal to Grantee and are not assignable.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

FLEMING FAMILY FARM, LLC, a North Carolina limited liability company

By: _____(SEAL)
Print Name: _____
Its: _____

TOWN OF SMITHFIELD,
a NC municipal corporation

By: _____(SEAL)
_____, Mayor

ATTEST:

_____
_____, Town Clerk

STATE OF NORTH CAROLINA **COUNTY OF _____**

I, the undersigned, a Notary Public of the aforesaid State and County, certify that _____, personally came before me this day and acknowledged that s/he is the _____ of **FLEMING FAMILY FARM, LLC**, a North Carolina limited liability company, and that s/he personally appeared before me on this day and executed the foregoing on behalf of the company.

Witness my hand and official seal, this the _____ day of _____, 2018.

My Commission Expires: _____ _____Notary Public

STATE OF NORTH CAROLINA **COUNTY OF JOHNSTON**

I, the undersigned, a Notary Public of the aforesaid State and County, do hereby certify that _____, personally came before me this day and acknowledged that s/he is the Town Clerk of the **TOWN OF SMITHFIELD,** a NC municipal corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and official seal, this the _____ day of _____, 2018.

My Commission Expires: _____ _____Notary Public

Request for Town Council Action

Consent Agenda Item:	Contract for Services
Date:	10/02/2018

Subject: Contract for Services
Department: Planning Department
Presented by: Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

FEMA recently awarded the Town grant monies to provide hazard mitigation and disaster recovery services to elevate of 2 residential structures and to acquire 8 residential structures damaged by Hurricane Mathew. The Town recently advertised for request for proposals (RFP) for hazard mitigation and disaster recovery services and received a proposal from Atkins Town Staff recommends awarding the contract to Atkins to administer the Town's hazard mitigation and disaster recovery services.

Financial Impact

None. The FEMA award includes monies to administer the grant.

Action Needed

Approval of the contract for services for Adkins to provide hazard mitigation and disaster recovery services for the Town.

Recommendation: Staff is requesting approval of a contract for services for Adkins to administer the Towns hazard mitigation and disaster recovery services. Also, allow the Town Manager to execute the contract on behalf of the Town.

Approved: ☑Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Contract for Services
3. Atkins Proposal

Staff Report

Consent Agenda Item:	Contract for Services

REQUEST:

Staff respectfully requests the Town Council approval of the contract for services for Adkins to provide hazard mitigation and disaster recovery services for the Town.

ANALYSIS:

After Hurricane Mathew, the Town applied for FEMA hazard mitigation grants. FEMA recently awarded the Town grant monies to provide hazard mitigation and disaster recovery services to elevate of 2 residential structures and to acquire 8 residential structures that were damaged by Hurricane Mathew. The award of the grant monies are predicated on following FEMA guidelines which includes specific documentation and oversight of the contractors hired to do the demolitions and elevations. In August, the Town advertised a request for proposals (RFP) for hazard mitigation and disaster recovery services. The Town received a single proposal from Adkins, even after specifically soliciting request for proposals from numerous qualified firms. The FEMA guidelines require a competitive bidding process and the Town was required to re-advertise the RFP for an additional 30 days before being allowed to reward the contract to the single proposer. No other proposals were received.

Adkins is a highly qualified firm with much experience providing these services. Town Staff recommends awarding the contract to Adkins to administer the Town's hazard mitigation and disaster recovery services.

SNC·LAVALIN ATKINS Member of the SNC-Lavalin Group

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), effective this 2nd day of October 2018, is by and between ATKINS NORTH AMERICA, INC., a member of the SNC-Lavalin Group, "SLI", having offices at 4030 West Boy Scout Boulevard, Ste. 700, Tampa, Florida 33607 ("ATKINS"), and Town of Smithfield, NC, having offices at 350 E. Market Street, Smithfield, NC 27577 ("Client"). Hereinafter, ATKINS and Client shall be collectively referred to as the "Parties" or individually referred to as a "Party."

ARTICLE 1 – SCOPE OF SERVICES

1.1 ATKINS shall provide to Client the requested professional services as described herein at Attachment A.

1.2 In performing its work under this Agreement, ATKINS shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by ATKINS (Standard of Care).

1.3 ATKINS' services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

1.4 It is understood and agreed that ATKINS' services under this Agreement do not include participation in or support for any litigation. Should such services be required, a Supplemental Agreement may be negotiated between the Client and ATKINS describing the services desired and providing a basis for compensation to ATKINS.

1.5 If any change proposed by the Client to the requested professional services described in Attachment A causes an increase or decrease in the cost and/or time required for performance of this Agreement, ATKINS shall notify the Client and the change will be reduced to writing mutually agreed to by both parties and will modify this Agreement accordingly.

ARTICLE 2 – COMPENSATION

2.1 The compensation to be paid to ATKINS for providing the requested services shall be (if additional pages are necessary, they are identified as Attachment B): Check the applicable box below.

☐ "Time & Materials" identified in Attachment B. Time - Actual or averaged labor rate fully burdened with overhead and profit. Material - travel, materials or equipment, printing and reproduction costs, and survey supplies.

☐ A "Fixed Price" (Lump Sum) amount of $Click or tap here to enter text. paid in accordance with Attachment B.

☒ "Unit Rates"/"Unit Prices" identified in Attachment B.

(Unit Rate/Price includes the cost of fully loaded labor, expenses, equipment, inclusive of profit.)

☐ Other - Identified in Attachment B

2.2 If ATKINS' Services under this Agreement are delayed, suspended, or interrupted for reasons beyond ATKINS' control, ATKINS' compensation and schedule shall be equitably adjusted at the time of performance.

2.3 RETAINER (Check box below if applicable)

☐ Client shall pay a retainer to ATKINS for the Services described herein in the amount of $ Click or tap here to enter text. This fee shall be payable in advance upon contract signing. This retainer is non-refundable. ATKINS shall bill first to the retainer. Upon depletion of the retainer, Client shall pay additional fees, if any, upon presentment of an invoice as provided for herein.

2.4 Client hereby acknowledges that ATKINS cannot warrant that any cost estimates provided by ATKINS will not vary from actual costs incurred by the Client

2.5 It is understood and agreed that ATKINS' services under this Agreement are limited to those described in Article 1 hereof (and Attachment A) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

ARTICLE 3 – INVOICE PROCEDURES AND PAYMENT

3.1 ATKINS shall submit invoices to the Client for work accomplished during each financial month, unless otherwise required by the scope/compensation for this Agreement. For services provided on a Fixed Price basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby ATKINS will estimate the percentage of the total work (provided on a Fixed Price basis) accomplished during the invoicing period. Invoices may include, separately listed, any charges for services for which time charges and/or unit costs may apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by ATKINS as soon as practicable after the end of the calendar month in which the work was accomplished. The Client agrees that the monthly invoice from ATKINS is correct, conclusive, and binding on the Client unless the Client within fourteen (14) working days from the date of receipt of such invoice, notifies ATKINS in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup. Where the method of payment is based on a time and materials, unit rates/unit price, or other hourly based compensation, time segment for charging of work shall be based on actual time charged.

3.2 The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for more than 30 days. ATKINS reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full, and ATKINS shall not have any liability to Client for delays or damages caused by Client’s untimely or unpaid payments.

ARTICLE 4 – DOCUMENTS

4.1 All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from ATKINS' services under this Agreement are and remain the property of ATKINS as instruments of service. Where such documents are required to be filed with governmental agencies, ATKINS will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification by Client or Client’s clients shall be at Client's sole risk without liability or legal exposure to ATKINS unless approved in writing by ATKINS prior to such reuse.

ARTICLE 5 – NO WARRANTY

5.1 ATKINS makes no warranties, expressed or implied, or arising by operation of the law or course of performance, custom, usage in the trade or profession, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

ARTICLE 6 – LIMIT OF LIABILITY

6.1 The limit of liability of ATKINS to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

ARTICLE 7 – MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

7.1 **NOTWITHSTANDING ANYTHING TO THE CONTRARY, ON BEHALF OF THEMSELVES, THEIR GOVERNING OFFICERS AND EMPLOYEES, THE PARTIES WAIVE ALL CLAIMS AGAINST EACH OTHER FOR INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES, AND PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF PROFITS, USE, EXCESS CONSTRUCTION COSTS, ALTERNATIVE MEANS OR METHODS, OR LOSSES OF FUNDING.**

ARTICLE 8 – CONSTRUCTION SERVICES

8.1 If, under this Agreement, professional services are provided during the construction phase of the project, ATKINS shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.

8.2 ATKINS does not guarantee and shall have no liability for the failure of contractors performing construction work to comply with any construction schedules or any plans or specifications or to perform the work to contract prices or to achieve anticipated construction costs.

ARTICLE 9 – INSURANCE

9.1 ATKINS shall at all times carry Workers' Compensation insurance as required by statute, commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request.

9.2 Client agrees to require that ATKINS be named as an additional insured on insurance coverages provided by contractors on the project.

ARTICLE 10 – ASSIGNMENT

10.1 Neither the Client nor ATKINS will assign or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

ARTICLE 11 – SUBSURFACE INVESTIGATIONS

11.1 In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total cost and/or execution of projects. These conditions and cost/execution effects are not the responsibility of ATKINS.

ARTICLE 12 – CLIENT-FURNISHED DATA

12.1 CLIENT will provide to ATKINS all data in CLIENT's possession relating to ATKINS' Services. ATKINS will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

ARTICLE 13 – ACCESS TO FACILITIES AND PROPERTY

13.1 CLIENT will make its facilities accessible to ATKINS as required for ATKINS' performance of its services and will provide labor and safety equipment as required by ATKINS for such access. CLIENT will perform, at no cost to ATKINS, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with ATKINS' services.

ARTICLE 14 – NO THIRD-PARTY BENEFICIARIES

14.1 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party. It is expressly understood and agreed that the enforcement of these items and conditions shall be reserved to Owner and ATKINS. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of Owner and ATKINS that any such person or entity, other than Owner and ATKINS, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

ARTICLE 15 – SUSPENSION, TERMINATION, OR ABANDONMENT

15.1 In the event the Scope of Services described in Attachment A, or the services of ATKINS called for under this Agreement, is/are suspended, canceled, terminated or abandoned by the Client, ATKINS shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided up to the later of (1) the date of termination notice, or (2) date of final project closeout, notice of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to such date of suspension, termination, cancellation or abandonment, including reimbursable expenses. ATKINS shall also have the right to terminate for convenience upon giving fifteen (15) days prior written notice to Client, and shall be compensated for the professional services provided up to the later of (1) the date of termination notice, or (2) date of final project closeout, including reimbursable expenses.

15.2 If Client seeks to terminate the Agreement for cause, ATKINS shall be given an opportunity to develop a plan to cure any declared default within fifteen (15) calendar days from the date of written notification.

ATKINS may terminate this Agreement for cause by giving Client fifteen (15) days written notice of the cause and fifteen (15) days in which to cure the cause or breach. ATKINS shall be compensated for all work performed up to the date of termination.

ARTICLE 16 – WAIVER

16.1 Any failure by ATKINS to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and ATKINS may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

ARTICLE 17 – NOTICES

17.1 All notices, certifications or acknowledgments given under this Agreement shall be in writing and delivered personally or sent by registered mail, reputable overnight courier service, telegram, fax or other confirmed electronic means. Such notices shall be effective upon receipt by the addressee. Notices to ATKINS shall be sent to:

ATKINS

1616 E. Millbrook Rd
Suite 160
Raleigh, NC 27609
Click or tap here to enter text.

Attention: Dean Goodison, Division Manager

Notices to Client shall be sent to:

Town of Smithfield
350 East Market Street
P.O. Box 761
Smithfield, NC 27577

Attention: Stephen Wensman, Planning Director

ARTICLE 18 – HAZARDOUS WASTE, MATERIALS OR SUBSTANCES

18.1 Unless otherwise specifically provided in this Agreement, ATKINS shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third-party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by ATKINS.

ARTICLE 20 – GOVERNING LAW

20.1 This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.

ARTICLE 21 – LIMITED COPYRIGHT LICENSE

21.1 ATKINS grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by ATKINS as "Reproduction Authorized.".

ARTICLE 22 – INTELLECTUAL PROPERTY

22.1 With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or pursuant to this Agreement shall remain the sole and exclusive property of ATKINS, its successors and assigns unless licensed or assigned by ATKINS pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all: inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works, and in all other original works of authorship.

ARTICLE 23 – FORCE MAJEURE

23.1 ATKINS shall not be responsible for delays or failures in performance resulting from acts beyond its reasonable control. Such acts shall include, but not be limited to, acts of God, strikes, acts of war, epidemics, Government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, acts of terrorism, or other disasters. Time of performance and compensation to ATKINS shall be adjusted appropriately for any such event.

ARTICLE 24– NO INDIVIDUAL LIABILITY

24.1 PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ATKINS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 25 – PERMITTING

25.1 In cases where the scope of services requires ATKINS to submit, on behalf of the Client, a permit application and/or approval by a third party to this contract, ATKINS does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by ATKINS is not contingent upon the successful acquisition of these permits. ATKINS shall not be responsible for Regulatory Agency delays.

SNC·LAVALIN ATKINS Member of the SNC-Lavalin Group

ARTICLE 26 – SEVERABILITY

26.1 In the event any term or provision of this Agreement or applicable contract document is held invalid, void or otherwise unenforceable, the remainder of the Agreement or contract document shall not be affected, impaired or invalidated. Each remaining term and provision of the Agreement or contract document shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 27 – RECORD DRAWINGS

27.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. ATKINS is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

ARTICLE 28 – ENTIRE AGREEMENT AND MODIFICATIONS

28.1 This Agreement and the Attachments incorporated by reference contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ATKINS NORTH AMERICA, INC.		**Town of Smithfield**	
BY:		BY:	
NAME:	Dean Goodison	NAME:	Michael L. Scott
TITLE:	Division Manager	TITLE:	Town Manager
DATE:	Click or tap to enter a date.	DATE:	10/3/2018

ATTACHMENT A
SCOPE OF SERVICES

The scope of services is defined in the Request for Proposal for: Town of Smithfield Hazard Mitigation and Disaster Recovery Project Hurricane Matthew, included as Exhibit A.1, attached.

SNC·LAVALIN

ATKINS
Member of the SNC-Lavalin Group

ATTACHMENT B
COMPENSATION

Fixed Unit Rates:

Position	Year 1 Rate	Year 2 Rate	Year 3 Rate	Estimated Percentage of Total Work to be Performed
Project Manager	$179	$183	$186	10%
Principal in Charge	$226	$231	$235	2%
Technical Lead	$212	$216	$220	20%
QA/QC	$147	$150	$153	5%
Senior Planner	$120	$122	$125	20%
Planner	$79	$80	$82	10%
Senior Engineer	$143	$145	$148	5%
Engineer	$92	$94	$96	5%
Senior Environmental Scientist	$95	$97	$99	3%
Environmental Scientist	$91	$92	$94	4%
Construction Field Rep	$170	$173	$177	5%
Legal Advisor	$196	$200	$204	1%
Administrative	$73	$75	$76	5%
Building Inspector	$85	$89	$94	5%

***Note that these rates are inclusive of expenses that include mileage, car rentals, office supplies, equipment, and per diem. They assume that there will be roughly 5 public meetings, 50 sites visits for homeowners and 50 meetings with local officials and contractors over the course of the contract. They do not include miscellaneous expenses for specialty services such as attorneys, surveyors, etc. that will be procured through this process.**

HMGP/FMA/CDBG-DR

Planning and Management Services

Town of Smithfield, NC

24 August 2018

RFP for Hazard Mitigation and Disaster Recovery

Notice

This document and its contents have been prepared and are intended solely as information for Town of Smithfield, NC and use in relation to The Town of Smithfield.

WS Atkins, Inc. assumes no responsibility to any other party in respect of or arising out of or in connection with this document and/or its contents.

This document has 29 pages including the cover.

Contents

Letter of Interest

Mr. Stephen Wensman
Planning Director
PO Box 761
Smithfield, NC 27577

August 24, 2018

HMGP/FMA/CDBG-DR Planning and Management Services

Dear Mr. Wensman,

Atkins has worked as a dedicated partner to local communities to provide services related to emergency management and mitigation in North Carolina for over 20 years. These successful working relationships, which began in the wake of Hurricanes Fran and Floyd, have been sustained by a continued partnership with both the State of North Carolina and local communities to foster local hazard mitigation grant programs and planning.

Atkins' team of hazard mitigation planners and grants specialists will implement a successful approach to this process based on its strong relationship with local officials in The Town of Smithfield, understanding of expectations at both the state and federal level, and wide array of experience in mitigation programs. Further details of our team's experience, history of completing similar projects, and individual resumes for all key personnel to be assigned to the project can be found in the enclosed proposal.

The Atkins team provides the following benefits to The Town of Smithfield:

- **Strong History in The Town of Smithfield:** Atkins' staff have completed projects with Emergency Services staff in The Town of Smithfield, including the Cape Fear regional hazard mitigation plan in which The Town of Smithfield participated, and through the Resilient Redevelopment Planning process directly after Hurricane Matthew. The proximity of our proposed staff for this project also means we will be close by to provide hands-on assistance through the duration of this project.
- **State and Federal Program Experience**: As our project history demonstrates, our team has an intimate understanding of the grant programs identified in this RFP, including HMGP, FMA/PDM, and CDBG-DR. This experience is accompanied by excellent relationships, as well as a long history of working with staff at North Carolina's Division of Emergency Management (NCEM), giving us a unique perspective on their requirements and processes.
- **Necessary Technical Knowledge:** The Atkins team is rich in knowledge and experience as it relates to the technical requirements of this project. Our staff have worked on mitigation project application development with communities and states across the country, and have a strong local presence that will benefit any necessary outreach efforts, facilitating the process from the ground up.

Ryan Wiedenman, AICP, CFM, based in our Raleigh office, will serve as your project manager. He has devoted his entire professional career to helping communities in North Carolina with mitigation and has served as lead planner/project manager for many hazard mitigation plans across the state. He previously worked for the North Carolina Division of Emergency Management as the Mitigation Planning Manager. **Stacy Wright, AICP, CFM**, is a long-time resident of Johnston County and will act as Technical Lead on this project. She has more than 20 years of experience in the mitigation field and her proximity to The Town of Smithfield's offices will serve as a major benefit in delivering the services you need for these programs.

Thank you for your consideration of our firm. We look forward to working with you again and for many years to come. Should you have any questions or need additional information, please contact Mr. Wiedenman at 919.431.5295 or ryan.wiedenman@atkinsglobal.com. I may also be reached at 919.431.5248 or dean.goodison@atkinsglobal.com.

Sincerely,

Dean Goodison, PE, CFM
Division Manager, Mid-Atlantic

General Qualifications Statement

The Atkins team's experience with grants and program management, along with our stakeholder and public involvement experience, gives us the breadth of knowledge needed to provide The Town of Smithfield with the necessary planning and management services required for this project.

Our team will efficiently and effectively provide the support needed to work with the citizens and homeowners who are interested in participating in HMGP- and FMA-funded activities. This will include outlining the eligibility requirements, gathering, and compiling the necessary data, such as Property Site Inventory Forms, elevation certificates, photographs, etc., to complete applications whether by hard copy or online. This will include briefs on the grant specifications to the public and, in turn, crafting letters of interest for the proposed projects to be submitted to the State. Our team possesses significant benefit-cost analysis (BCA) project experience and will be able to prepare the documentation required to support BCAs and make a case for potential projects.

Immediately following Hurricane Matthew, Atkins conducted 27 public/stakeholder meetings in less than 3 months, generating a list of resiliency strategies that amounted to more than $2 billion across all 50 affected counties.

Our grant management experience as well as our planning background will give us a robust toolkit that will be used to conduct the public meetings needed for program administration, including the presentation of the CDBG-DR eligibility requirements for citizens. We are well-equipped to work directly with disaster survivors to help compile their homeowner application data. This will include the preparation of a Citizen Participation Plan, Housing Distribution Plan, Project Administration Plan, and overall Community Development Plan. These documents will provide the necessary support to develop the applications with the appropriate budgets and intake from the homeowners. We will be prepared to provide environmental assessments through reach back to our larger Atkins team.

Following Hurricane Matthew, our team worked for the State of North Carolina to provide CDBG-DR program support and helped navigate the application review process. This included reviewing housing assistance applications to determine eligibility as well as duplication of benefits and supporting efforts to assist homeowners complete their applications for CDBG-DR funding.

Because of our mitigation experience in North Carolina and our CDBG-DR work there, we are familiar with the comprehensive administrative guidelines and procedures needed to manage the process for financial and construction management. Our project management approach will allow us to work directly with the local building inspections team, State mitigation staff and the NFIP coordinator to ensure compliance and permitting as required for any of the grants.

The Atkins team offers complete planning, engineering and construction support services. As such, we have capabilities that allow us to provide technical and administrative support and guidance on any need that may arise including, structural engineering, surveying, inspection, legal support, and appraisals. Having oversight will afford our team the ability to coordinate with local officials to ensure that the appropriate bid documentation is prepared accurately. Upon the completion of that component, the Atkins team will assist the Town in selecting the most-qualified contractors to perform the actual construction work of the selected projects. We are prepared to provide overall project management to coordinate the work of these consultants/contractors and their implementation of the necessary work to complete the approved acquisitions, demolitions, and repairs.

Our experience with citizen participation in our planning work and CDBG-DR management will help us excel in managing each case individually in a turnkey manner. We will act as an extension of The Town of Smithfield, as deemed appropriate, in each instance on the local front as well as at the state level with the NC Division of Emergency Management.

Atkins has extensive knowledge of the applicable policies, procedures, and guidance related to HMGP, FMA, and CDBG programs and has direct and extensive experience in the management of FEMA acquisition, elevation, and reconstruction projects. Our firm has managed many projects that included the coordination and procurement of other professional services such as attorneys, appraisers, and other contractors that may be needed to complete the scope of work.

Additionally, our team has the capability to make the necessary permitting recommendations related to carrying out rehabilitation/replacement and elevation/retrofitting of structures and to provide local officials with the appropriate guidance to help them make the best possible decisions regarding best practices for implementing these recovery programs.

Finally, for this effort, our firm will be teamed with Ferguson and Company, a building inspection firm based out of Pine Level, North Carolina. Ferguson and Company has a staff of NC licensed inspectors and associate inspectors who are experienced in the field of construction, remodelling, repair, and real estate. Chris Ferguson, the principal of the firm, is a North Carolina licensed home inspector (license #2517) and has a breadth of knowledge in construction management, having managed multiple single-family residential, multi-family residential and commercial construction projects.

Summary of Firm's Related Experience

1.1. Previous Projects

The Atkins team has an extensive history of working on projects in North Carolina that demonstrate our experience in managing and administering mitigation and other related grant programs. This section describes a number of these projects and highlights our experience with all of the programs identified in this RFP.

1.1.1. Project 1: Grant Program Management in North Carolina

After Hurricane Floyd in 1999, Atkins worked with communities across the State of North Carolina to assist with implementing mitigation grants at the local level. This included grants administration through HMGP, SARF and CHAF disaster recovery projects in Hyde County, Orange County, Camden County, and the Town of Carolina Beach. Atkins staff also worked with Hyde County to implement its Community Development Block Grant Project and was responsible for administering the County's Scattered Site Housing services.

Stacy Wright, who is a local Johnston County resident, was the project manager on these projects and she applied her expertise in seeking, capturing, and managing the implementation of these disaster recovery and housing programs to assist residents and disaster victims in these communities. She also helped relieve the burden on local officials by handling day-to-day operations, formulating procedures for state and federal grant management and auditing, and ensuring that all applicants were served properly and equitably.

1.2. Project References

We are pleased to provide contact information for each of the following projects which occurred within the past 3 years and can be used as a reference of our quality work and experience.

1.2.1. Project 2: Hazard Mitigation Grant Management Surge Support

Point of Contact Name	Ryan Cox
Title	NCEM Hazard Mitigation Grants Supervisor
Phone	919.825.2311
Email	ryan.cox@ncdps.gov

Due to the volume of projects identified after Hurricane Matthew impacted the state in 2016, state officials called on Atkins to provide assistance to its mitigation staff in the development of project applications through its $115 million HMGP program. Atkins staff performed Benefit Cost Analysis, reviewed letters of interest from local governments, and helped the state develop a methodology for prioritizing projects that were submitted for funding under the 2017 PDM and FMA programs. Through this process, Atkins also assisted the state through its transition into a new application management software system.

1.2.2. Project 3: CDBG-DR Application Intake Center, Eligibility Review

Point of Contact Name	John Dorman
Title	North Carolina Floodplain Mapping Program Director
Phone	919.825.2310
Email	john.dorman@ncdps.gov

Atkins was responsible for operating a CDBG-DR housing intake center in Fayetteville, North Carolina and used Salesforce case management software to process housing applications and collect necessary forms and help survivors apply for the HUD housing recovery process. Application specialists met individually with impacted survivors at the center. Atkins then assisted with Eligibility Reviews and

Duplication of Benefits assessments of these applications to determine funding allocations to homeowners.

1.2.3. Project 4: Cape Fear Regional Hazard Mitigation Plan

Point of Contact Name	Scot Brooks
Title	Moore County Emergency Manager
Phone	910.947.6317
Email	sbrooks@moorecountync.gov

Atkins has developed more than 30 local and regional hazard mitigation plans across the State of North Carolina, which required identifying hazards and risks, assessing capability, and leading the plan development process. The Cape Fear Regional Hazard Mitigation Plan encompassed 5 counties (Moore, Chatham, Lee, Harnett, and Johnston) and more than 30 municipalities within those counties. Through this process, the Atkins team worked with these communities to identify projects and actions that could be taken to mitigate risk and improve resilience.

Resumes of Key Personnel

The Atkins team draws on an extensive network of personnel who are well-versed in many subject areas of the Emergency Management field. Our team of experts in mitigation and recovery grants is largely based out of Raleigh, North Carolina, which provides a unique benefit due to our proximity to your community. The resumes of key personnel who will be involved in this project from our team can be found on the pages that follow.

Ryan Wiedenman, AICP, CFM

Project Manager

Ryan Wiedenman is a senior planner and project manager experienced in risk assessment, hazard mitigation, plan development, and community engagement. Since joining Atkins, he has worked primarily with state and local governments on mitigation, recovery, and resilience projects aimed at reducing overall risk in communities. Mr. Wiedenman also led a number of tasks for the Federal Emergency Management Agency and Department of Housing and Urban Development, including RiskMAP outreach, substantial damage estimation, and CDBG-DR program support.

Prior to joining Atkins, Mr. Wiedenman was the risk assessment and planning team supervisor for the North Carolina Division of Emergency Management where he led the project team responsible for the 3-year update of the state-wide hazard mitigation plan. During this time, he was deployed for recovery work on a number of disasters in North Carolina such as Hurricane Irene and the 2011 tornadoes and severe storms event. His expertise in post-disaster damage assessment is extensive and he has an intricate knowledge of all aspects of emergency management cycle and process.

Mr. Wiedenman's Atkins project experience includes:

State of North Carolina Division of Emergency Management, CDBG-DR Program Support. Mr. Wiedenman acted as a team leader in the review of housing assistance applications made through the CDBG-DR program in North Carolina after Hurricane Matthew. His responsibilities included helping the state navigate the complex criteria established by HUD for determining eligibility within the program and developing a process for review of these applications for duplication of benefits. He also provided support for managing operations, overseeing staff, and coordination between government agencies to assist hurricane survivors complete their applications for CDBG-DR funding through a local housing assistance application center.

State of North Carolina Division of Emergency Management Grant Management Surge Support. In the wake of Hurricane Matthew in October 2016, the North Carolina Division of Emergency Management (NCEM) determined that it was in need of additional support to implement its mitigation grant programs (HMGP, PDM, FMA) and contracted with Atkins to provide support services. As part of this program, Mr. Wiedenman carried out a number of tasks to ensure successful implementation of the state's grant programming. These included:

- Building a database of potential projects for funding
- Working with local communities to gather information to develop Benefit-Cost Analysis
- Providing recommendations to NCEM staff on prioritizing projects
- Developing project applications for submittal to FEMA review
- Organizing documentation to ensure Emergency Management Accreditation Program standard 4.2 would be addressed during EMAP assessment

Duration: 08/2017-08/2018

Regional Hazard Mitigation Plan, Cape Fear Region, NC. Mr. Wiedenman was planning lead on the team that led the update of the Cape Fear River Region's Hazard Mitigation Plan, which included The Town of Smithfield. The team worked with local officials to integrate risk data and hold meetings with

Total years of experience
8

Years with Atkins
5

Education
M.S., Urban Planning, The Florida State University, 2010

Graduate Level GIS Certificate, North Carolina State University, 2017

B.A., Political Science, The University of North Carolina at Chapel-Hill, 2006

B.A., Spanish, The University of North Carolina at Chapel-Hill, 2006

Certifications
Certified Planner, American Institute of Certified Planners (AICP), 026440
Certified Floodplain Manager (CFM), Association of State Floodplain Managers, NC-12-0460, 2012

Professional affiliations

North Carolina Chapter American Planning Association

Association of State Floodplain Managers, North Carolina chapter

Software
ArcGIS 10.5
Hazus-MH 4.2

each of the 5 counties that participated in the planning process. Atkins completed the planning process through NCEM and FEMA with minor revisions. **Duration:** 03/2015-01/2016

State of North Carolina Enhanced Hazard Mitigation Plan 2018 Update. Mr. Wiedenman was the Atkins lead on the contracting team that completed the 2018 update the State of North Carolina's Enhanced Hazard Mitigation Plan. The joint Atkins-ESP team worked with the North Carolina Division of Emergency Management to carry out a complete overhaul of the plan, including an update to the plan's risk assessment, capability assessment, and mitigation strategy to meet all of the requirements of the Disaster Mitigation Act of 2000. This update also ensured that all additional requirements necessary to achieve Enhanced Plan status were met. This project took place under a fast-paced timeline and is considered by FEMA to be an exemplary state mitigation plan. Mr. Wiedenman was specifically tasked with addressing key elements of the plan such as updating and revamping the state's Mitigation Strategy which needed to be re-focused on the state's core priorities. He also acted as the Subject Matter Expert on the Emergency Management Accreditation Program standards relating to the mitigation plan and program, developing a risk and consequence analysis for each of the identified hazards in the plan and ensuring all necessary compliance documentation was provided to the state for its national accreditation review. **Duration:** 08/2017-05/2018

Resilient Redevelopment Action Plans for North Carolina Counties Impacted by Hurricane Matthew. Mr. Wiedenman acted as planning team lead for three counties that were impacted by Hurricane Matthew, working with local officials and members of the public to hold a series of six meetings related to recovery and redevelopment efforts after Hurricane Matthew. He also acted as the ArcGIS liaison with the mapping team that developed an ArcGIS online portal for identifying impact areas from the storm and potential project locations to address these issues. Mr. Wiedenman was the primary author of the Resilient Redevelopment Plans (RRPs) that resulted from this process in his three counties and was the lead designer of meeting materials, process, and delivery for the entire 25-county area that was assigned to the contracting team of Atkins' partners. The primary purpose of this program was to develop a request for funding to the state legislature and through the CDBG-DR program to provide additional recovery assistance to citizens in the state. **Duration:** 02/2017-05/2017

SDE Support for 2016 Louisiana Flooding, 2017 Hurricane Harvey, 2017 Hurricane Maria. Mr Wiedenman supported disaster recovery efforts following the historic and devastating flooding that hit Baton Rouge, Louisiana and several surrounding parishes after prolonged rainfall in August 2016. He was part of the team that provided substantial damage estimation (SDE) for over 23,000 flood damaged structures under the Production, and Technical Services (PTS) contract with the FEMA. He also performed similar work in Houston, Texas after Hurricane Harvey and in Puerto Rico after Hurricane Maria. He was the field team lead on for Atkins providing support to several two-man teams and coordinating with office staff to process field data and help prepare reports and mapping data. This effort utilized FEMA's Substantial Damage Estimator (SDE) Tool which was employed to complete assessments for residential and non-residential structures and determine whether estimated damages met FEMA's substantial damage criteria. **Duration:** 10/2016, 10/2017, 5/2018

Stacy F. Wright, AICP, CFM

Technical Lead

Stacy Wright, a Johnston County resident, has 21 years of local, regional, state, and federal project experience in hazard mitigation grants management and project development, hazard mitigation planning, and benefit-cost analysis. She has been involved in the post disaster response, recovery, and/or redevelopment process for more than 60 federally declared disaster events resulting from various hazard impacts. She is skilled in eligibility determination, duplication of benefits, case management and project implementation for various types of local mitigation measures as well as managing large-scale efforts.

Ms. Wright's project experience includes:

Hurricane Matthew Recovery in North Carolina. Ms. Wright is assisting the State of North Carolina with recovery efforts resulting from Hurricane Matthew, including:

- **Grant Application Development Support.** Assisted with methodology development for scoring potential FY17 applications and development of materials for submission. Assisted with development of Hurricane Matthew HMGP grant applications. Advised leadership in formulating approach and policy for various grant program implementation. Attended training in emgrants using MB3 software and Input all letters of interest into emgrants using MB3 software.
- **NC State Hazard Mitigation Plan Update**. Planning team member providing subject matter expertise including Risk MAP integration, HMA programs and enhanced plan requirements.
- **Resilient Redevelopment Action Plans for North Carolina Counties Impacted by Hurricane Matthew.** Planning team lead for Harnett, Johnston and Lee counties, working with local officials and members of the public to hold meetings related to recovery and redevelopment efforts. Assisted in the development of templates and process functions for the overall 50-county effort.

STARRII JV Risk Reduction and Hazard Mitigation Lead, Federal Emergency Management Agency (FEMA) Risk Mapping, Assessment, and Planning (Risk MAP) Program Regions II, V, VII, IX and X. Program area lead and subject matter expert responsible for process management and coordination of program delivery activities related to risk/vulnerability assessment, action measure support, HMTAP and Building Science program support to FEMA HQ and FEMA Regions II, V, VII, IX and X. Oversee all disaster task orders following 2017 Hurricanes Harvey, Irma and Maria.

Program Area Lead for Assessment and Planning, FEMA Risk Mapping, Assessment, and Planning (Risk MAP) Program, Regions I, V, VII, X. Program area lead and subject matter expert since inception of Risk MAP. Responsible for management and coordination of activities related to risk/vulnerability assessment and hazard mitigation planning support to FEMA Headquarters and FEMA Regions I, V, VII, and X. Reviewed or provided QA of more than 240 local hazard mitigation plans in Regions I, V, VII, and X. Led development of the new Local Mitigation Plan Review Tool, QA procedures (including Cross Regional Reviews), and Tribal Mitigation Plan guidance updates. Developed the “Mitigation Ideas” resource including 644 mitigation action ideas for natural hazards. Responsible for STARR’s implementation of the Action Metric.

Total years of experience
21

Years with Atkins
17

Education
B.A., Public Policy Analysis, University of North Carolina - Chapel Hill, 1996

Certifications
American Institute of Certified Planners (AICP), 018846, American Planning Association
Certified Floodplain Manager (CFM), (NC-06-0173)
Executive Certificate, Community Preparedness and Disaster Management, University of North Carolina at Chapel Hill, July 2007
FEMA-designated Hazus Trained Professional
FEMA IS393: Introduction to Hazard Mitigation
Trainer, E 276 Entry Level Benefit/Cost Analysis Training

Professional affiliations
American Planning Association
Association of State Floodplain Managers

Software
FEMA’s BCA Software – all versions
Authorized HAZUS-MH Vendor for Flood Analysis and Hurricane Analysis

Professional development
Executive Certificate, Community Preparedness and Disaster Management, University of North Carolina at Chapel Hill, July 2007
Emergency Management Institute:
IS-393.a: Introduction to Hazard Mitigation
ICS-100 - IS-100.b: Intro to Incident Command System

FEMA Technical Assistance Research Contract (TARC). Mitigation planner and task manager. Member of the Mitigation Assistance Team for 2008 Midwest floods requiring field data collection. Primary author of two chapters for the report published as Federal Emergency Management Agency (FEMA) P-765 (October 2009) and co-author for the development of the 2006 Pilot Mitigation Reconstruction guidance following 2005 hurricanes, providing guidance for loss reduction in reconstruction.

Hazard Mitigation Grant Program Application Development, Broward County, FL. Following Hurricane Wilma, prepared three Hazard Mitigation Grant Program (HMGP) applications for Broward County, including benefit-cost analysis; provided technical assistance to City of Fort Lauderdale for the development of four HMGP project applications, including conducting benefit-cost analysis. Following Hurricanes Jeanne and Frances in 2004, provided technical assistance to several cities and counties in Florida for the development of HMGP project applications, including conducting benefit-cost analyses.

FEMA Hazard Mitigation Technical Assistance Program (HMTAP). Served as BCA National Technical Review (NTR) team lead for Repetitive Flood Claims program in FY2007-FY2008 and BCA SME on the NTR for Pre-Disaster Mitigation program in FY 2003, FY2006-FY2008, and FY2009-FY2011; Flood Mitigation Assistance program in FY2007-FY2011; and Severe Repetitive Loss program in FY2008-FY2011, including review of grant applications for compliance with FEMA rules and regulations. Provided LA and MS Post-Katrina Benefit-Cost Analysis for Residential Structures/Pilot Reconstruction. Provided Region VII BCA support during the development of HMGP applications.

Various Local North Carolina Disaster Recovery and Mitigation Programs, NC. Project manager for Hyde County's Community Development Block Grant Project. Responsible for administering Scattered Site Housing services on behalf of Hyde County officials. As technical coordinator for HMGP, SARF and CHAF disaster recovery projects in Hyde County, Orange County, Camden County, and the Town of Carolina Beach following Hurricane Floyd, Ms. Wright applied her expertise in seeking, capturing, and managing the implementation of disaster recovery and housing programs available to residents and disaster victims by handling day-to-day operations, formulating procedures for state and federal grant management and auditing, and ensuring that all applicants are served properly and equitably.

Previous Relevant Experience:

Community Development Coordinator, Region D Council of Governments, Boone, NC. Provided technical assistance, training, and planning support to local governments in northwestern North Carolina. Under CDBG Urgent Needs (DR), developed and implemented several projects, including rehabilitation of business structures and stormwater drainage improvements for the Town of Beech Mountain, residential bridge rehabilitation in Mitchell County, and a flood-related rehabilitation and acquisition project in Avery County. Managed several CDBG Scattered Site Housing projects for relocation(replacement)/rehabilitation across multiple counties. Work included eligibility determination, duplication of benefits determinations, environmental reviews, housing inspections and case management.

IS-200.b: ICS for Single Resources and Initial Action Incidents
IS-700.a: National Incident Management System (NIMS)
IS-800.A: Intro to National Response Plan
Basic HAZUS-MH
Certified Trainer: Basic Hazus; Advanced Hazus for Flood; Advanced Hazus for Flood; Advanced Hazus for Hurricane Mitigation for Homeowners
Introduction to Public Assistance
Emergency Preparedness USA
Citizen's Guide to Disaster Assistance
Effective Communication
Decision Making & Problem Solving
Leadership & Influence
Retrofitting Floodprone Residential Structures
Continuity of Operations (COOP)
North Carolina Institute of Government, Group Facilitation and Consultation
Appalachian Regional Commission, Group Facilitation
North Carolina Community Development Association, Understanding and Implementing the Uniform Relocation Act, Acquisition policies and procedures

Sara Seremak, CFM

Senior Planner

Sara Seremak is a senior planner with vast experience in hazard mitigation, risk assessment, plan development, and community engagement. Since joining Akins in 2011, she has helped develop more than 35 local and regional hazard mitigation plans with a focus on public participation and outreach. She has also performed various tasks for the Federal Emergency Management Agency under the Contract Assistance for Mitigation Plan Reviews and Hazard Mitigation Technical Assistance Program contracts. In addition, she has supported several tasks for state governments, including CDBG-DR program support and benefit-cost analysis technical support.

Ms. Seremak's Atkins project experience includes:

State of North Carolina CDBG-DR Program Support, North Carolina Emergency Management, North Carolina. Ms. Seremak supported the review of housing assistance applications made through the CDBG-DR program in North Carolina after Hurricane Matthew. She performed eligibility reviews of homeowner applications submitted to the state for repair and reconstruction assistance to determine if the applications met the eligibility criteria established by HUD. **Duration:** 02/2018-06/2018

State of North Carolina Grant Management Surge Support, North Carolina Division of Emergency Management. In the wake of Hurricane Matthew in October 2016, NCEM determined that it was in need of additional support to implement its mitigation grant programs (HMGP, PDM, FMA) and contracted with Atkins to provide support services. As part of this program, Ms. Seremak helped support tasks to ensure successful implementation of the state's grant programming, which included developing project applications for submittal to FEMA review and organizing documentation to ensure Emergency Management Accreditation Program standard 4.2 would be addressed during EMAP assessment. **Duration:** 08/2017-08/2018

Benefit-Cost Analysis Technical Support, North Dakota Department of Emergency Services, Bismarck, ND. Ms. Seremak provided technical support to local subapplicants by completing benefit-cost analysis for the HMGP project applications submitted to the North Dakota Department of Emergency Services for mitigation funding consideration. **Duration:** 12/2011-01/2013

State of North Carolina Enhanced Hazard Mitigation Plan 2018 Update. Ms. Seremak was a member of the contracting team that completed the 2018 update of the State of North Carolina's Enhanced Hazard Mitigation Plan. The joint Atkins-ESP team worked with the North Carolina Division of Emergency Management to carry out a complete overhaul of the plan, including an update to the plan's risk assessment, capability assessment, and mitigation strategy to meet the requirements of the Disaster Mitigation Act of 2000. This update also ensured that all additional requirements necessary to achieve Enhanced Plan status were met. This project took placed under a fast-paced timeline and is considered by FEMA to be an exemplary state mitigation plan. Ms. Seremak also supported the development of a risk and consequence analysis for each of the identified hazards in the plan to meet the Emergency Management Accreditation Program standards relating to the mitigation plan and program and helped draft and compile compliance documentation for the state's national accreditation review. **Duration:** 08/2017-05/2018

Total years of experience
8

Years with Atkins
7

Education
M.C.R.P., Land Use & Environmental Planning and Design & Preservation of the Built Environment, University of North Carolina, Chapel Hill, 2010

B.A., Environmental Sciences & Policy and Earth & Ocean Sciences, Duke University, 2008

Certifications
Certified Floodplain Manager (CFM), NC-13-0522

Professional affiliations
North Carolina Association of Floodplain Managers

Software
Proficient in Atlas.ti

Basic knowledge of ArcGIS, Google SketchUp, AutoCAD, Adobe InDesign, and FileMaker Pro.

District 7 Regional Hazard Mitigation Plan Development, Mississippi Emergency Management Agency. Atkins recently developed a regional plan for MEMA that included nine counties. Ms. Seremak provided planning support, performing hazard assessments and capability assessments and helping conduct the public outreach for the plans. The project was completed on time and under budget. **Duration:** 03/2017-02/2018

Sea-Level Rise Vulnerability Assessment Tools and Resources Guidebook Development, Florida Department of Economic Opportunity. Ms. Seremak served as the lead developer for the guidebook which provides guidance for approaching, developing, and completing sea-level rise risk and vulnerability analyses and scenarios and for incorporating the appropriate process and process outputs into local planning efforts. Ms. Seremak prepared the guidebook to support initiative goals to offer local governments in the State of Florida guidance on evaluating sea-level rise vulnerability assessment tools for adaptation planning. Ms. Seremak surveyed multiple types of tools that currently exist to measure current and potential vulnerability to coastal flooding. The intention of this guidebook is to serve as a resource for local governments to use when deciding how to address sea-level rise in the day-to-day planning considerations of their coastal communities. This guidebook can be used to assist local communities in assessing, selecting, and utilizing tools and data to better mitigate against sea-level rise susceptibility and associated risks. Appendices are included to provide a more detailed, comprehensive inventory of sea-level rise vulnerability related to visualization tools, modeling tools, decision support tools, and databases of resources; describe how the tools can be incorporated into eight local planning efforts; highlight a selection of recommended tools; and provide user narratives. **Duration:** 02/2015-06/2015

Subject Matter Expertise and Product Support to Office for Coastal Management Water Team, NOAA's Office for Coastal Management. Ms. Seremak supported the Inventory and Characterization of Coastal Stormwater Management Case Studies task. Ms. Seremak helped research and produce an inventory of ongoing and past case studies that highlight where coastal communities have successfully examined and/or addressed the impact of coastal flooding (tidal, surge, precipitation, sea level rise) on coastal stormwater infrastructure. **Duration:** 04/2018-08/2018

Contract Assistance for Mitigation Plan Reviews, Federal Emergency Management Agency, Regions I, V, VII, and X. Ms. Seremak was responsible for conducting Hazard Mitigation Plan Reviews on single and multi-jurisdictional Hazard Mitigation Plans and Plan Updates for FEMA Region I, VII, and X. She also provided technical assistance, including the development of mitigation planning technical assistance fact sheets and guidance for Region I, V, and X. **Duration:** 07/2011-02/2015

Hazard Mitigation Technical Assistance Program, Federal Emergency Management Agency FEMA. Ms. Seremak addressed errors in the National Flood Insurance Program (NFIP) flood claims history of repetitively flooded properties to validate severe repetitive loss (SRL) data. **Duration:** 07/2011-05/2012

Margaret M. Walton, CFM

Quality Assurance/Quality Control

Margaret Walton has 14 years of experience in emergency management including a wealth of experience in disaster relief management and coordination. She is experienced in project management, stakeholder involvement, and the organization of coordination and collaboration between agencies as related to planning. Ms. Walton has led several planning projects to include hazard mitigation planning and recovery planning for municipalities, states, and universities. She has assisted in grant and plan development in the areas of Continuity of Operations Plan planning, recovery planning, emergency communications planning, and training and exercise design for various projects. Ms. Walton has managed disaster grants programs in relation to individual assistance and recovery.

Ms. Walton's project experience includes:

St. Charles Parish PDM Grant Application Development. Supported the development of a Pre-Disaster Mitigation grant application to support the funding and update to the current Hazard Mitigation Plan to include a risk assessment and mitigation strategy.

Disaster Resistant University, University of South Carolina (USC), Statewide, SC. Led the effort with USC to apply for and obtain a Pre-Disaster Mitigation grant to develop the first disaster resistant university hazard mitigation plan in South Carolina. The plan will encompass all of the hazards at the campus in Columbia as well as nine other satellite or regional campuses across the state. A risk assessment included the vulnerabilities for the various facilities when faced with natural disasters. The various mitigation goals were prioritized to help the campuses determine the sequence in which they should be able to carry out mitigation actions. The plan will be adopted and implemented at each campus.

Hazard Mitigation Plan Update, Spartanburg County, SC, in 2011 and 2015. Project manager for the 2011 update of this plan, which brought the Appalachian Natural Hazard Mitigation Plan up to date. Atkins met with various stakeholders to determine the planning process; held public meetings for citizen input; and formed a planning committee to incorporate the knowledge gathered from the public meetings as they assessed the risks due to natural and man-made hazards in the region. The planning committee identified vulnerable populations and facilities, determined geographic areas with the highest risk for natural disasters, and determined the best mitigation strategies for Spartanburg's needs. For the 2015 update, Ms. Walton managed the HMGP grant and maintained quarterly progress reports on behalf of the client.

Subject Matter Expertise and Product Support to Office for Coastal Management Water Team, NOAA's Office for Coastal Management. Task Lead. Supported the Inventory and Characterization of Coastal Stormwater Management Case Studies task. Helped research and produce an inventory of ongoing and past case studies that highlight where coastal communities have successfully examined and/or addressed the impact of coastal flooding (tidal, surge, precipitation, sea level rise) on coastal stormwater infrastructure. Conducted local perspective interviews with pertinent communities to produce best management practices in stormwater management.

Total years of experience
14

Years with Atkins
12

Education
M.P.A., Public Administration, University of South Carolina, 2004

B.A., Public Affairs, Columbia College, South Carolina, 2002

Certifications

Certified Floodplain Manager (CFM), South Carolina (US-08-03272), 2008

Level of ICS Training:
ICS 100,200; IS 700,800

Associate Business Continuity Professional (ABCP), DRI International, 2012

Professional affiliations
Association of State Floodplain Managers

South Carolina Association of Hazard Mitigation

Professional Development
ICS-100 - IS-100.b: Introduction to Incident Command System

IS-288: The Role of Voluntary Agencies in Emergency Management

IS-700.a: National Incident Management System (NIMS), an Introduction

IS-800.b: National Response Framework, an Introduction

IS-814: Emergency Support Function (ESF) #14 – Long Term Community Recovery

I-200: Incident Command System

BCP501: Business Continuity Planning

Florida Coastal Management Resiliency Planning Guidebooks, Florida Department of Environmental Protection. Project Manager. Helped compile and develop materials for publication related to Florida's work on a five-year resiliency initiative developing community planning tools, community hazard assessments, and resultant adaptation plans. These materials included an Adaptation Planning Guidebook, an Adaptation Planning Guidebook Summary Pamphlet, an update to the Post-Disaster Redevelopment Planning Guidebook Addendum – Addressing Adaptation During Long-Term Recovery, and an Addendum Update Summary Pamphlet. The Adaptation Planning Guidebook and Summary Pamphlet promote more awareness of adaptation planning processes, funding sources, and best practices and how they can be used for both hazard mitigation and sea level rise adaptation projects. The Addendum Update and Summary Pamphlet include revisions in response to change in the Florida's associated mandatory local government planning requirements since the resource's original publication in 2011.

Storms, Hurricane Matthew, and Hurricane Joaquin Flooding, South Carolina Emergency Management Division, Columbia, SC. Project manager. Provided PA Program support to the SCEMD following the severe ice storms in 2014, Hurricane Joaquin Flooding in 2015, and Hurricane Matthew in 2016. A team of debris and PA specialists were mobilized to coordinate with FEMA and provide guidance to sub grantees on the State's behalf. The recovery was conducted with Sandy Recovery Improvement Act procedures, including the sliding scale for debris removal reimbursement and 2 percent additional debris funding with approved debris plans. Atkins monitored and regularly reported the status of PWs to SCEMD and supported the requests for reimbursement from sub grantees.

Sea Level Rise Methodology Guidebook, FL Department of Economic Opportunity. Project manager for the guidebook which provides guidance for approaching, developing, and completing sea-level rise risk and vulnerability analyses and scenarios and for incorporating the appropriate process and process outputs into local planning efforts. The guidebook was developed to support the implementation of sea level rise tools being utilized by local governments in Florida enabling them to prepare more robust plans with the available vulnerability assessment tools. The intention of this guidebook is to serve as a resource for local governments to use when deciding how to address sea-level rise in day-to-day planning considerations of our coastal communities.

Individual Assistance-Technical Assistance Contract, Federal Emergency Management Agency. Deputy project manager. Responsible for individual assistance preliminary damage assessment training, serving in a key operational role within the incident management team. Responsibilities include coordinating delivery of federal disaster services to disaster victims, as well as providing federal individual assistance training. This project involves program and disaster recovery center support; temporary housing group site design and construction; and the hauling and installing of temporary housing units for future disasters under Individual Assistance-Technical Assistance Contract. Deploying full-service, highly trained staff in response to a presidential declaration of disaster as ordered by Federal Emergency Management Agency is one of the key tasks for this two-year, $250M project. Additional responsibilities include site assessment for potential group sites related to placement of temporary housing, site inspections for potential placement of temporary housing on personal property, installation of temporary housing units and staging area support, group site design for building and placement of temporary housing units, general construction services, and facility management.

Dean Goodison, PE, CFM

Principal-in-Charge

Dean Goodison has 24 years of experience in engineering and management. His experience includes water resources and transportation planning and engineering, public engagement, emergency management, and construction administration. He has engineered and managed projects from small, quick-hit ones, to very large, comprehensive studies with significant public involvement. And he's worked projects under a variety of funding mechanisms: state and federal grants, Locally Administer Federal Aid Project, and self-funded. Most recently he serves as Principal-in-charge for Hurricane Matthew response and recovery efforts for the state of North Carolina, as well as the flood risk management contract with the state.

In his current capacity he serves as Division Manager (DM) for Atkins' Public & Private business unit; meaning he has a vested interest in ensuring client satisfaction. His reputation includes the quality of engagement - both with his team, and with the client. It's critical that Atkins' team is supporting the client in a manner that ensures their success in the public eye. Mr. Goodison's Atkins project experience includes:

Resilient Redevelopment Action Plans for North Carolina Counties Impacted by Hurricane Matthew. Mr. Goodison acted as project manager, overseeing plan development for 9 counties that were impacted by Hurricane Matthew, working with local officials and members of the public to hold a series of six meetings in each county related to recovery and redevelopment efforts after Hurricane Matthew. The primary purpose of this program was to develop a request for funding to the state legislature and through the CDBG-DR program to provide additional recovery assistance to citizens in the state. **Duration:** 02/2017-05/2017

State of North Carolina Division of Emergency Management, CDBG-DR Program Support. Mr. Goodison acted as project manager for Atkins in the review of housing assistance applications made through the CDBG-DR program in North Carolina after Hurricane Matthew. His responsibilities included managing staff as they helped the state navigate the complex criteria established by HUD for determining eligibility within the program and developing a process for review of these applications for duplication of benefits. He also provided support for managing operations and budget, overseeing staff, and coordination between government agencies to assist hurricane survivors complete their applications for CDBG-DR funding through a local housing assistance application center.

State of North Carolina Division of Emergency Management Grant Management Surge Support. In the wake of Hurricane Matthew in October 2016, the North Carolina Division of Emergency Management (NCEM) determined that it was in need of additional support to implement its mitigation grant programs (HMGP, PDM, FMA) and contracted with Atkins to provide support services. As part of this program, Mr. Goodison managed the overall project to support the state's grant program. **Duration:** 08/2017-08/2018

Total years of experience
24

Years with Atkins
4

Education
B.S., Civil Engineering, University at Buffalo, 1994

Registrations/Licenses
Professional Engineer: New York 076881, 1999; North Carolina 041957, 2014; South Carolina 32461, 2015

Certifications
Certified Floodplain Manager (CFM), NC-12-0460, 2012

Professional affiliations

Association of State Floodplain Managers, National and North Carolina Chapter

American Public Works Association, North Carolina Chapter

American Council of Engineering Companies, North Carolina, Stormwater Subcommittee Past Chair

Management Plan/Technical Approach/ Project Schedule

The Atkins team that has been assembled for this proposal has a great deal of experience in many of the programs related to mitigation and grant program management. Our approach to this project is based on that experience and our strong relationships with state and local officials who will be involved in this project.

1.3. Management Plan

Atkins employs a strong overarching focus on program management and performance for all of our projects. Our firm will provide an effective system to manage, report, and achieve success on this contract. Our management efforts will include the following components:

- The establishment of a refined, relevant, and specific job description for each team member based upon actual needs, timeframes, and condition of the project.
- Implementation of valid time estimating procedures and protocols to closely monitor achievements and contain costs.
- Communication of specific staff performance standards that are measurable and geared toward project closure.
- Ongoing internal auditing and review of project deliverables prior to submission to ensure exceptional performance.

Atkins has assembled a project team with the management and technical capability to carry out all aspects of the Town's Acquisition/Elevation/Reconstruction Program. We are proposing to utilize our team of grant management and mitigation specialists currently located in North Carolina. The Atkins project team is shown on the organizational chart in the "Staff Availability" section of this submittal.

Atkins maintains a full-service office in Raleigh. Our proposed key staff members include, ***Ryan Wiedenman*** and ***Stacy Wright***, both of whom are assigned full-time to the Raleigh office and will be available throughout the project to provide coordination with Town staff. Ms. Wright is a resident of Johnston County and lives roughly 10 minutes from The Town of Smithfield's offices. Both Mr. Wiedenman and Ms. Wright have worked in North Carolina for their entire careers and both previously worked for the NCEM Hazard Mitigation Branch. Their thorough working knowledge of the Stafford Disaster Relief Act, HMGP 404 Projects, and North Carolina's Hazard Mitigation Branch will be the key to this project's success.

Other aspects of our management plan for the project include:

Administration Assistance - Atkins has proposed personnel on this project who are familiar with HMGP, FMA, and CDBG-DR requirements for grant management/administration. We will offer the Town assistance in cost reporting as well as ongoing project interface with state and federal personnel and technical advisory assistance to the Town.

Collecting Data and Information - Atkins is prepared to assist with organizing and maintaining the data that is collected for the Town throughout the project. At completion, all information would be turned over to the Town/State as appropriate.

Coordination of Project Development - Atkins anticipates direct coordination of our activities with the Town and will assist with developing guidelines for managing projects and managing activities in conjunction with other professional service providers.

Public/Citizen Participation - Atkins recognizes the importance of citizen involvement and a good public information program. Our firm has extensive experience in designing and conducting such programs. As needed, our team can help plan for and attend public meetings and develop a Citizen Participation Plan to coordinate an effective involvement process.

Subconsultant Coordination
Ferguson and Company will support the project through close coordination with Atkins. Our team will work directly with Ferguson and Company as well as all contracted subcontractors on behalf of The Town of Smithfield to ensure seamless and cohesive deliverables for the Town. This will include meeting with all of the subcontractors to review project goals, assign tasks, report progress, and identify any potential issues.

Communication Management Plan
Because our experience has demonstrated that effective communication is one of the most important elements of project success, this area is the primary theme of our management plan. Our focus on effective communication begins at the kick-off meeting, during which we will meet with The Town of Smithfield to obtain a clear project definition and understanding of the Town's objectives to focus our services and fully meet the Town's needs.

Project Controls
Project controls are essential to keeping projects on schedule, on budget, and free of errors. As project manager, Mr. Wiedenman, in conjunction with the technical lead, Ms. Wright, will be responsible for developing, implementing, and monitoring a project execution plan specific to this project.

Cost Controls
Managing project costs is critical, and Mr. Wiedenman and Ms. Wright will work closely with the Town to agree on project scope, estimate realistic work hours and schedule, and develop a project execution plan. Mr. Wiedenman will also monitor the budget using our Oracle system and provide The Town of Smithfield's project manager with status reports as needed.

1.4. Technical Approach

If selected by the Town, Atkins can implement an assistance program that meets the needs outlined by the Town in its RFP. As the Town's consultant, Atkins has the capability to provide those services and will do so as requested. Our general technical approach is outlined below.

Upon Notice to Proceed (NTP) from the Town, Atkins will hold a coordinating session with local officials to determine the priorities and a basic schedule for projects that have already been approved and need to be implemented. Implementation of projects that have already been funded will be the focus of our assistance initially.

Once this schedule and the services that need to be provided have been established, Atkins will work with Town officials to develop a set of guidelines to help determine which future projects and programs the Town should focus its efforts on. This may include identifying specific properties or needs that provide an opportunity for mitigation, but will generally provide a road map for prioritizing projects going forward. Our team has utilized an objective scoring method in the past for prioritizing projects that often includes scoring criteria such as its cost-effectiveness, feasibility, type of project, and impacts low to moderate income populations.

Atkins will then work with the Town to develop a Citizen Participation Plan that incorporates input from the public through open meetings and discussions. This plan will be key to the development of new projects and to the implementation of current projects as public support for these activities is key to successful results. This plan will help guide citizen participation through all of the various programs that the Town may participate in through this contract.

Another key component of Atkins assistance will be to work with the community and homeowners to collect homeowner data and help the Town identify projects that eliminate or significantly reduce future

flood risk through the acquisition, rehabilitation, elevation, or reconstruction of flood-prone residences in the floodplain. Once homeowner data has been compiled, Atkins will work to prepare applications to be submitted for HMGP/FMA or CDBG-DR funding. Application preparation will include benefit-cost analysis; eligibility review; supervision of required participation activities; development of plans, budgets, etc.; and completion of environmental assessments as required.

After applications have been submitted and approved and funding has been allocated, Atkins will develop and adhere to comprehensive administrative guidelines for management of all HMGP-, FMA-, or CDBG-DR-funded rehabilitation, reconstruction, elevation, and acquisition/demotion activity. This will include procedures for financial management, construction procurement, and construction management and inspection as well as coordination with local, state, and federal departments and agencies. Atkins will also provide general procurement compliance as mandated by the grant agreements.

Additionally, Atkins will work with the Town to procure structural engineering firms, legal firms, appraisers, surveyors, and asbestos inspectors as needed for project implementation. Atkins will coordinate with these firms and provide scheduling and coordination of any additional professional services required. Furthermore, Atkins will coordinate with the Town to prepare bid documents, solicit local/regional general contracts, manage the construction bid/award process, assist with on-site inspection of construction work, authorize payment to other consultants and general contractors, supervise the cost report process, and coordinate project financial management. Atkins will manage all acquisition and demolition activity in accordance with federal and state requirements and established procedures. Detailed case files for each unit included in the project as well as general project compliance and procurement files will be maintained.

Finally, Atkins will also attend preconstruction conferences with homeowners and contractors as well as Board of Commissioner meetings as required for approval of program guidelines, contract awards, etc. and function as a liaison during construction. In addition, construction contract administration services will be provided and Atkins will function as liaison between the Town, the NC Division of Emergency Management, and the designated supervisory agencies for grant funds.

1.5. Project Schedule

The Town has indicated a need to begin preparation for acquisition/elevation/reconstruction activities in order to meet the requirements of its grant contracts and to meet the needs of the persons impacted by flooding from Hurricane Matthew as well as future assistance on project applications occurring prior to December 31, 2020. The typical project period for completion of individual project activities has been established at three years, but given the uncertainty of future projects, we will work with the Town as these opportunities develop to meet necessary milestones and deadlines.

We believe that a major benefit that our firm provides is that we already have a local office and team in place and functioning, and this team has already been heavily involved in a number of recovery and mitigation programs that have been implemented in North Carolina since Hurricane Matthew. The majority of our core team is based out of our Raleigh office and our technical lead, Stacy Wright, is a Johnston County resident who will be truly local to the Town's offices. This will allow us to provide a more flexible schedule that supports the Town's needs as they arise and meet program deadlines.

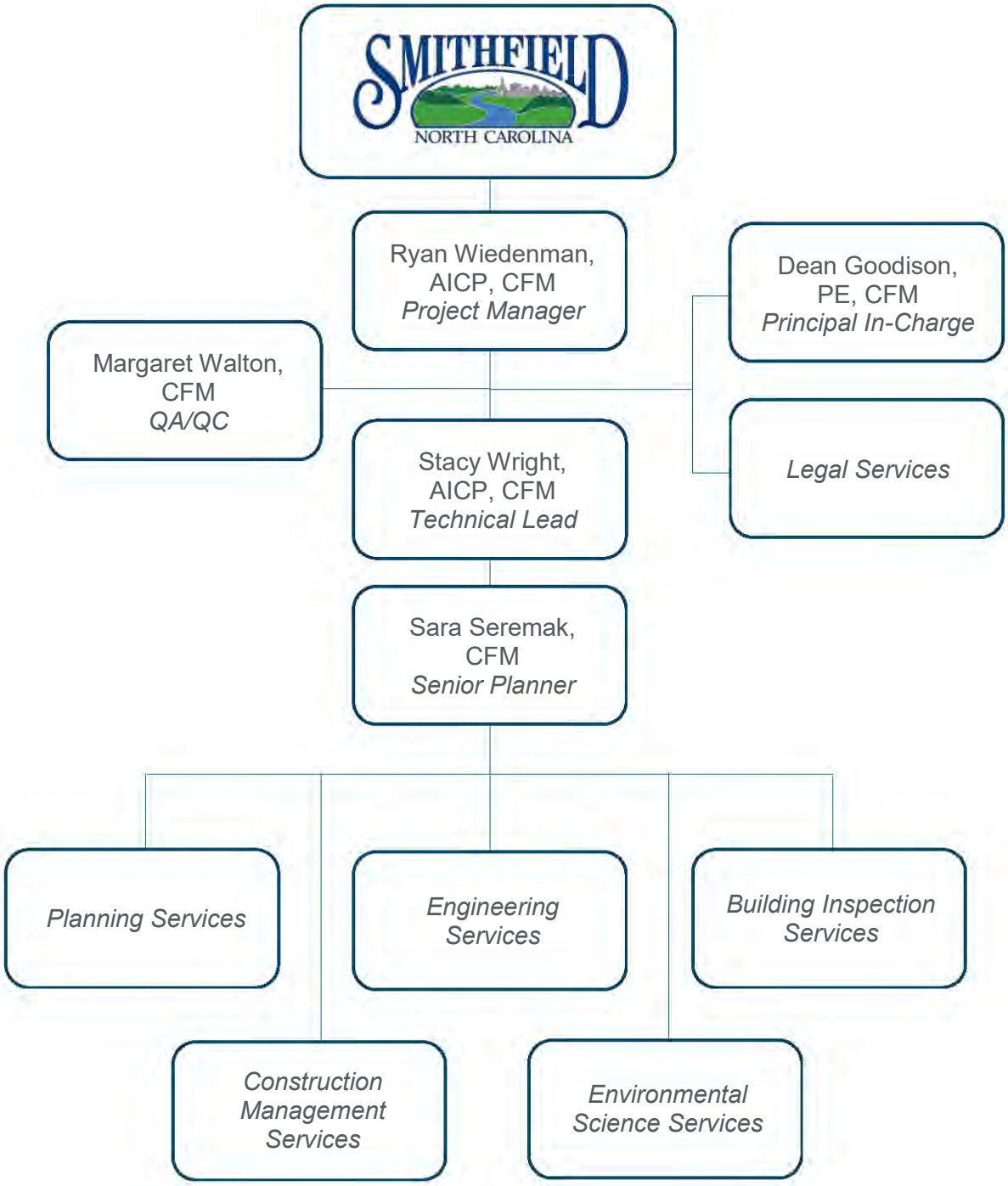
Staff Availability

We have local staff that is ready and available to assist with this project. Our core team is small, but very knowledgeable and has the capacity that meets the needs of this proposal. However, we also have a depth of staff with specific experience in many areas related to emergency management, grants, and mitigation that we can draw on if needed or requested. Our core team is as follows:

1.6. Core Team Availability

Team Member	Position	Location	Availability
Ryan Wiedenman	Project Manager	Raleigh, NC	60%
Dean Goodison	Principal in Charge	Raleigh, NC	15%
Stacy Wright	Technical Lead	Raleigh, NC	50%
Sara Seremak	Senior Planner	Charlotte, NC	50%
Margaret Walton	Quality Assurance/Quality Control	Savannah, GA	40%

1.7. Organizational Chart



Cost-Effectiveness

1.8. Rates by Position

Position	Year 1 Rate	Year 2 Rate	Year 3 Rate	Estimated Percentage of Total Work to be Performed
Project Manager	$179	$183	$186	10%
Principal in Charge	$226	$231	$235	2%
Technical Lead	$212	$216	$220	20%
QA/QC	$147	$150	$153	5%
Senior Planner	$120	$122	$125	20%
Planner	$79	$80	$82	10%
Senior Engineer	$143	$145	$148	5%
Engineer	$92	$94	$96	5%
Senior Environmental Scientist	$95	$97	$99	3%
Environmental Scientist	$91	$92	$94	4%
Construction Field Rep	$170	$173	$177	5%
Legal Advisor	$196	$200	$204	1%
Administrative	$73	$75	$76	5%
Building Inspector	$85	$89	$94	5%

***Note that these rates are inclusive of expenses that include mileage, car rentals, office supplies, equipment, and per diem. They assume that there will be roughly 5 public meetings, 50 sites visits for homeowners and 50 meetings with local officials and contractors over the course of the contract. They do not include miscellaneous expenses for specialty services such as attorneys, surveyors, etc. that will be procured through this process.**

Appendix A. Non-Discrimination Certification

Atkins does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or provision of services. Please see our official corporate certification on the next page.

ATKINS

Atkins North America, Inc.
4030 West Boy Scout Boulevard, Suite 700
Tampa, Florida 33607
Telephone: +1.813.282.7275
www.atkinsglobal.com/northamerica

Title VI Nondiscrimination Policy

It is the policy of Atkins North America to comply with the regulations of Title VI of the Civil Rights Act of 1964, as amended, and other nondiscrimination laws and authorities that include regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations (CFR) and the Federal Highway Administration's Title 23 Code of Federal Regulations 200. Atkins North America does not discriminate against any person on the basis of race, color, national origin, sex, age, disability, or low-income.

Atkins North America will not discriminate on the grounds of race, color, national origin, sex, age, disability, or low income in the selection and retention of sub consultants, including procurement of materials and lease of equipment. Atkins North America will not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Part 21.5.

In all solicitations, either by competitive bidding or negotiation made by Atkins North America for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of their obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, or low income. Atkins North America will include the necessary provisions in every subcontract including procurement of materials and lease of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Atkins North America ensures nondiscrimination and equal employment opportunity in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. For more information or special assistance for persons with disabilities or limited English proficiency, contact Lara Makinen at (303) 221 7275 Ext. 4987151. Persons with hearing and speech impairments can contact Atkins North America by using the Virginia Relay Service, a toll-free telecommunication device for the deaf (TDD). Call 711 for TIV /TDD.

George L. Nash Jr.

George L. Nash, Jr.
Chief Executive Officer/President – Atkins North America

January 1, 2018

Dean Goodison
WS Atkins, Inc.
1616 East Millbrook Road
Suite 160
Raleigh, NC 27609-4968

Tel: +1 919 876 6888
Fax: +1 919 876 6848

Request for Town Council Action

Consent Agenda Item:	**Award of Contract**
Date:	10/02/2018

Subject:	Award of Contract for Phase 1 of the 16" Water Line on Durwood Stephenson Highway
Department:	Public Utilities
Presented by:	Ted Credle
Presentation:	Consent Agenda Item

Issue Statement

The potable water distribution system in Town requires a secondary water connection across the river, into west Smithfield. This capital project was approved as part of the updated Capital Improvement Plan. Phase I of this project will construct a 16" line from US-70, along Durwood Stephenson Road and end just east of the intersection of Durwood Stephenson Highway and Wilson's Mills Road.

Financial Impact

Funding was approved for this project in the FY 2018-2019 budget in the amount of $750,000. The Town will fund $250,000 towards the project. Also, a grant from Golden Leaf Foundation will fund $500,000 of this project.

Action Needed

Approve the Award of Contract to the low bidder (JF Wilkerson) and authorize the Town Manager to execute project related contracts

Recommendation

Staff recommends the approval of the proposed low-bid Contractor and the authorization of the Town Manager to execute project-related contract

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Staff report
2. Bid from JF Wilkerson
3. Bid Tabulation

Staff Report

Consent Agenda Item: **Award of Contract**

The Durwood Stephenson Highway Water Line – Phase 1 is the construction of a 16" water line along the northern right-of-way of Durwood Stephenson highway, which will connect the water system between US-70 and Wilson's Mills Road.

Bids were received on August 16, 2018 to construct the water line, per the approved plans. The low bidder was JF Wilkerson Contracting Co., Inc. in the amount of $674,700.00

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 $ 750,000.

Based on the bids and proposals the Town has already received, the budget for the "Durwood Stephenson Highway Water Line – Phase 1" project is:

Project	**Current Budget**		**Budget Total**
Construction Contract	$ 674,700.00		$ 674,700.00
Construction Observation/Administration	$ 50,000.00		$ 724,700.00
Contingency (4%)	$ 25,300.00		$ 750,000.00

BID FORM

SINGLE PRIME
GENERAL CONSTRUCTION CONTRACT

PROPOSAL
to the
Town of Smithfield

CONSTRUCTION OF
DURWOOD STEPHENSON HIGHWAY
WATER LINE PHASE I
SMITHFIELD, NORTH CAROLINA

BID FROM: J F Wilkerson Contracting Co Inc
10710 Chapel Hill Rd
Morrisville, NC 27560

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in this Bid in accordance with the other terms and conditions of the Contract Documents.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   a) This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
   b) The Owner has the right to reject this bid;
   c) Accompanying this proposal is a certified check (or bid bond) for $_____, which represents not less than five (5) percent of the ~~aggregate~~ amount of the proposal. Said check, or the full amount of the bond, shall become the property of County and be retained by the County in the event of withdrawal of the bid after the public opening or should the undersigned fail to execute a contract with the County and give satisfactory surety within fifteen (15) days after the award. Otherwise, said check or bid bond, to be returned to the undersigned. The undersigned agree, if awarded the contract, to deliver satisfactory surety bond in the amount equal to not less than 100 per cent of the contract within fifteen (15) days after Notice of Award;
   d) BIDDER will sign and submit the Agreement with the Bonds and other documents within 15 days after the date of the Owner's Notice of Award;
   e) BIDDER has examined copies of all the Bidding Documents.
   f) BIDDER has visited the site and become familiar with the general and local site conditions;
   g) BIDDER is familiar with federal, state, and local laws and regulations;

h) BIDDER **certifies that no federal excise or state sales taxes have been included in this bid**;

i) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, tests, studies and data with the Bidding Documents;

j) BIDDER certifies that this proposal is made in good faith and without collusion or connection with any other person bidding on the same work, or that any official or employee of the Town of Smithfield will be admitted to any share or part of the contract or any benefits that may arise therefrom if the contract is awarded to this company;

k) BIDDER acknowledges receipt of the following **Addenda**, which have been considered in the preparation of this Bid:

No: 1 Dated: August 9, 2018

No: _____ Dated: _____

Dated in _____ this 16th day of August, 2018.

3. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

4.

Item	Description	Quantity	Unit Price	Total Cost
1.	Mobilization (less than 2% of bid)	1 LS	$ 13,000.00 /LS	$ 13,000.00
2.	16" C905 PVC Water Main	6,400 LF	$ 49.00 /EA	$ 313,600.00
3.	16" Valve and Box	1 EA	$ 10,000.00 /EA	$ 10,000.00
4.	20" x 16" Tee	1 EA	$ 10,000.00 /EA	$ 10,000.00
5.	8" C900 PVC Water Main	50 LF	$ 100.00 /LF	$ 5,000.00
6.	8" Valve & Box	2 EA	$ 2,000.00 /EA	$ 4,000.00
7.	8" 45-degree bends	2 EA	$ 1,200.00 /EA	$ 2,400.00
8.	16" 45-degree bends	8 EA	$ 1,450.00 /EA	$ 11,600.00
9.	16" x 6" Tee	12 EA	$ 2,000.00 /EA	$ 24,000.00
10.	16" x 8" Tee	1 EA	$ 2,000.00 /EA	$ 2,000.00
11.	Fire Hydrant Assembly	12 EA	$ 6,000.00 /EA	$ 72,000.00
12.	16" plug	1 EA	$ 2,000.00 /EA	$ 2,000.00
13.	Undercut of Unstable Pipe Foundation	500 CY	$ 1.00 /CY	$ 500.00
14.	Rock Excavation	350 CY	$ 1.00 /CY	$ 350.00

15.	30" Steel Encasement with 16" RJDI Water main by Dry Bore and Jack in Soil (minimum Price $450)	120	LF	$ 750.00	/LF	$ 90,000.00
16.	Guardrail remove/replace	605	LF	$ 30.00	/LF	$ 18,150.00
17.	Construction Entrance	2	EA	$ 3,000.00	/EA	$ 6,000.00
18.	Silt Fencing	5,275	LF	$ 4.00	/LF	$ 21,100.00
19.	Erosion Control (Seed & Straw)	1	LS	$ 69,000.00	/LS	$ 69,000.00

TOTAL BASE BID (ITEMS 1-19)	$ 674,700.00

Six hundred seventy four thousand seven hundred dollars and zero cents.
In words

Unit prices to be used for computation of authorized added or omitted work

Pursuant to N.C.G.S. 143-128(d), all bidders shall identify on their bid the contractors they have selected for the subdivisions or branches of work for:

(1) General; Self Lic.# 4499
Lic.#
Lic.#
Lic.#
Lic.#
Lic.#

A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between the contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the contract between the contractor and the County.

4. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

5. The following documents are attached to and made a condition of the Bid:
(a) Required Bid security in the form of BID BOND 5%

6. BIDDER acknowledges the provisions in the General Conditions for Liquidated Damages of $500.00 per calendar day for Substantial Completion and $500.00 per calendar day for Final Completion.

Contract completion time for all work on this project is one hundred fifty (150) consecutive calendar days or thirty (30) consecutive calendar days from substantial completion, which ever is first. Bidders shall note the one hundred twenty (120) consecutive calendar day time limit for the substantial completion of such work as may be contracted for as follows: Durwood Stephenson Highway Water Line Phase I located in Smithfield, North Carolina.

7. **Bidder has completed and enclosed the documents as required in Item 19 on page ITB-5 of the Information to Bidders.**

SUBMITTED ON August 16, 2018.

SIGNATURE OF BIDDER: [signature]

North Carolina Contractor's License Number 4499

If an Individual: _____

as: _____

If a Partnership: _____

by: _____, partner

If a Corporation: J F Wilkerson Contracting Co, Inc

(a North Carolina Corporation)

by: [signature] Attested By: Judy Strickland

Title: Vice President Title: Corp Secretary

(SEAL & ATTEST)

J F WILKERSON CONTRACTING COMPANY CORPORATE SEAL 1968

Business Address of Bidder: 10710 Chapel Hill Rd

Morrisville, NC 27560

If Bidder is a joint venture, other party must sign below.

North Carolina Contractor's License Number _____

If an Individual: _____

_____

Doing business as: _____

If a Partnership: _____

by: _____

Title: _____

If a Corporation: _____

(a _____ Corporation)

by: _____ Attested By: _____ (SEAL &

Title: _____ Title: Corp Secretary ATTEST)

We have the following necessary and suitable equipment in good condition and ready for use on this work.

See attached

		Equipment
Equip	#	
BH	1	420 DIT Cat Excavator
BH	2	420 DIT Cat Excavator
BH	3	420 DIT Cat Excavator
BH	4	416C-IT Backhoe
BH	5	416C-IT Backhoe
BH	6	416C-IT Backhoe
BH	7	416C Backhoe
BR	1	24" American Boring
BR	2	36" American Boring
BR	3	Barbco 750 Boring
BR	4	AM Boring Machine
CM	1	Vermeer Compactor
CM	2	Rammax 33/24
CM	3	Ameramax 33/24
CM	4	Rammax P33/24
CM	5	Rammax
CM	6	Ameramax
CM	7	Ameramax
CM	8	Ameramax
CM	9	Ameramax
CM	10	Ameramax P33
CM	11	Ameramax P33
CM	12	Ameramax P33
CM	13	Ameramax P24
CM	14	Rammax P47
CM	15	Ferguson Roller
CM	17	Ingersol Rand Roller
CM	18	Cat Roller (Sheep Foot)
CM	19	Cat Roller (Smooth)
CM	20	Cat CB 434D Roller
CM	21	Cat CB24B Cat Roller
CM	22	Hypac Roller
CM	23	Dresser Asphalt Roller
CM	24	Ampac compactor
CM	25	Ampac compactor
CMP	2	Ingersol Rand
CMP	3	Ingersol Rand
CMP	4	GD 190 Air Comp
CMP	5	GD 190 Air Comp
CMP	6	GD 190 Air Comp
CMP	7	GD 190 Air Comp
CMP	8	GD 190 Air Comp
CMP	9	Quincy Air Comp
DR	1	Furukawa Hyd Drill
DR	3	Furukawa Hyd Drill
DR	4	Komatsu mobile crusher
EX	0	345L Cat Excavator
EX	1	328DCR Cat Excavator

sho

EX	2	Komatsu PC78MR-6								
EX	3	330CL Cat Excavatpr								
EX	4	330L Cat Excavator								
EX	5	330 Cat Excavator								
EX	6	320 CL Cat Excavator								
EX	7	300 Komatus Excavator								
EX	8	Kobelco K909LC Exc								
EX	9	320CL Cat Excavator								
EX	10	Komatsu PC138								
EX	11	320CL Excavator								
EX	12	PC300LC Komatus Exc								
EX	13	Hitachi 2X200LC								
EX	14	318 Cat Wheel Exc			8AL01985					
EX	15	Cat 307B Hyd Exc								
EX	16	Komatsu PC78								
EX	17	Hitachi Excavator-450								
EX	18	Komatsu PC50								
EX	19	Hitachi Ex ZX350LC-3								
EX	19A	Mulcher								
EX	20	Cat 312CL Excavator								
EX	21	Komatsu PC228								
EX	22	Komatsu PC210								
EX	23	Komatsu PC138								
G	1	Cat Generator								
G	2	Cat Generator								
G	3	Cat Generator								
G	4	Cat Generator								
G	5	Cat Generator								
G	6	PQD Diesel Generator								
G	7	PQD Diesel Generator								
GR	1	D4 Cat Dozer								
GR	2	D3 Cat Dozer								
GR	3	Cat Articulating truck								
GR	4	Cat Articulating truck								
GR	5	Cat Articulating truck								
GR	6	120G Cat Grader								
GR	8	120G Cat Grader								
GR	9	Vermeer Chipper								
GR	10	Finn Strawblower								
GR	11	John Deere Skidder								
GR	12	John Deere Tractor								
GR	13	John Deere Tractor								
GR	14	Komatsu Crawl Carrier								
GR	15	Komatsu Crawl Carrier								
GR	16	Cat D5G LGP								
GR	17	Cat D5GXL								
GR	18	Air Curtain Destructor								
GR	19	Finn Straw Crimper								

LS	3	DG511 Laser									
LS	4	DG511 Laser									
LS	5	DG511 Laser									
LS	6	Dialgrade Laser									
LS	7	Dialgrade Laser									
LS	8	Dialgrade Laser									
LS	9	Dialgrade Laser									
LS	10	Dialgrade Laser									
LS	11	Dialgrade Laser									
LS	12	Dialgrade Laser									
P	1	Thompson 12" Wellpoint									
P	2	Thompson 8" Pump									
P	3	Thompson 6" Trashpump									
P	4	Gorman Rupp 6" Pump									
P	5	Godwin CD100M Driprime									
P	6	Mayco Concrete Pump									
P	7	2004 US Jetting									
PV	1	Ingersol Rand Paver									
PV	3	Ingersol Rand Tack tank									
PV	4	Terrain King Sweeper									
PV	5	Rosco Broom RB-38									
PV	6	Asphalt Zipper									
PV	7	1998 Cat AP 1000B Paver									
PV	8	Whiteman tag mortar mix									
PV	9	Whiteman tag mortar mix									
PV	10	Asphalt Zipper AZ-500									
PV	11	Superior Broom									
PV	12	Vermeer RTX750 Rockwheel									
RL	1	Kawasaki 65-TM Loader									
RL	2	Kawasaki Loader									
RL	3	924K Cat Loader									
RL	4	924K Cat Loader									
RL	5	924K Loader									
RL	6	930 Cat Loader									
RL	7	950 Cat Loader									
RL	8	Cat 930G Wheel Loader									
RL	9	Cat 930K Wheel Loader									
S	1	Safeguard Seismic Unit									
S	2	Safeguard Seismic Unit									
S	3	Safeguard Seismic Unit									
S	4	Safeguard Seismic Unit									
TL	1	Takeuchi Rubber track									
TL	2	259D Cat Loader									
TL	3	955 Cat Loader									
TL	7	931 Cat Loader									
V	1	Kubota RTV900 w/video									
		Edge 66" Rake									

		Mueller C25 Tap Mach								
E	62	Toyota Fork Lift								
Yard	62	Fork Lift								
Yard	63	Hyster Fork Lift								
		Cub Cadet Mower								
		Amida light tower								
T2		Site lite (light tower)								
T3		Site lite (light tower)								
T4		Site lite (light tower)								
		Lincoln Welder								
		Lincoln Welder								
		Lincoln -Ranger								
		Message board			e					
		Arrow board M85-FA								
		Arrow board M85-FA								
		Solar Arrow board								

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
TOWN OF SMITHFIELD

I John Patrick, being first duly sworn, deposes and says that:

1. He/~~She~~ is the Vice President of J. Wilkinson Const. Co. Inc the bidder that has submitted the attached bid;

2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a **collusive** or **sham** bid;

4. Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a **collusive** or **sham** bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Smithfield or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

TITLE Vice President

Subscribed and sworn before me,
this 16 day of Aug, 20 18

Notary Public Judith H. Stivland
My Commission **Expires** 5-16-2022

JUDITH H. STIVLAND
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 5-16-22

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____

J.F. Wilkerson Contracting Co., Inc. _____ as Principal and

Great American Insurance Company _____ as Surety, who is duly licensed to act as Surety in North Carolina are held and firmly bound unto

Town of Smithfield _____ as Obligee, in the penal sum of

Five Percent of Amount Bid (5% of bid) _____ Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 16 day of August, 2018.

WHEREAS, The said Principal is herewith submitting proposal for _____

Durwood Stephenson Highway Water Line Phase 1

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129:

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that if the Principal shall be awarded the Contract for which the Bid is submitted and shall execute the Contract and give bond for the faithful performance thereof within fifteen days after the award of the same, to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof, and upon failure to forthwith make such payment, the Surety shall pay the Obligee an amount equal to the amount of the Bid Bond as set forth in the first paragraph hereof.

J F WILKERSON CONTRACTING COMPANY CORPORATE 1968 SEAL

_____ (Seal)
Principal

Great American Insurance Company _____ (Seal)
Surety

By: _____
Catherine Thompson, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 20528

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
MATTHEW W. VARNER	CATHERINE THOMPSON	ALL OF	ALL
JENNIFER B. GULLETT	WALTER CALDWELL	CHARLOTTE, NORTH CAROLINA	$100,000,000
CAROL S. CARD	AMY R. WAUGH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of JUNE, 2014.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17TH day of JUNE, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16 day of August, 2018.

Assistant Secretary

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

TOWN OF SMITHFIELD

Affidavit of J. T. Williamson Const Co Inc
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- [x] 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- [x] 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- [x] 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- [x] 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- [x] 5-Attended prebid meetings scheduled by the public owner.
- [x] 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- [x] 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- [x] 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- [ ] 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- [x] 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 8-16-18 Name of Authorized Officer: John Patrick

Signature: [signature]

Title: Vice President

SEAL

State of North Carolina, County of Wake
Subscribed and sworn to before me this 16 day of Aug. 20 18
Notary Public Judith H. Stivland
My commission expires 5-16-22

JUDITH H. STIVLAND
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 5-16-22

IRAN DIVESTMENT ACT CERTIFICATION

As required by N.C.G.S. 147-86.59:

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment list created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a local government, or any political subdivision of the State of North Carolina must not utilize and subcontractor found on the Stat Treasurer's Final Divestment List.

As of the date of execution of this agreement:

_____ hereby certifies that
(Company Representative)

_____ is not listed on the Final
(Company)

Divestment List created by the North Carolina State Treasurer and that

_____ will not utilize any
(Company)

subcontractors found on the Final Divestment List.

AFFIDAVIT OF COMPLIANCE
With N.C. E-verify Statutes

State of North Carolina
Town of Smithfield

I, John Patrick, (hereinafter the "Affiant"), being duly authorized by and on behalf of J Wilkerson Contracting (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and

2. Contractor understands that as an "Employer", as defined in NCGS §64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include state agencies, counties, municipalities, or other government bodies.

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
   a. YES X
   b. NO _____

4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with the Town of Smithfield.

This 16 day of Aug, 2018

Signature of Affiant

Print or Type name: John Patrick

Signed and sworn to (or affirmed) before me,
this 16 day of Aug, 2018

(Seal)

Notary Public Judith H. Stivland
My Commission Expires: 5-16-22

JUDITH H. STIVLAND
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 5-16-22

Durwood Stepehnson Highway Water Line - Phase 1

Bid Tabulation - Bids Received: August 16, 2018

	Contractors	Addenda Acknowledged	License	Class	Bid Bond	Bid Price	Bid Price
1	Central Builders	x	3680	UL:UC	5%	$ 945,412.00	
2	**JF Wilkerson**	x	4499	**UL:UC**	5%	$ **674,700.00**	**Apparent Low Bidder**
3	Jymco Construction Company	x	76371	UL:UC	5%	$ 1,072,437.50	See (*) Comment below
4	Ralph Hodge	x	6271	UL:UC	5%	$ 778,201.00	
5	RD Braswell	x	25994	UL:UC	5%	$ 715,414.75	See (**) Comment below
6	Riverworks	x	54912	UL:UC	5%	$ 729,900.00	
7	Sanford Contractors	x	6301	UL:UC	5%	$ 749,667.75	
8	Temple Grading	x	21654	UL:UC	5%	$ 698,000.00	

This is to certify that the bids tabulated herein were publically opened and read aloud at 2:00 p.m. on the 15th day of August, 2018 at the Town of Smithfield Operations Center located at 230 Hospital Road, Smithfield, North Carolina, and all said bids were accompanied by either a certified check or bidder's bond, except as noted

* Math error. Actual Bid computes to $600 less than stated

** Math error. Computed bid is higher than stated by $21,363.75

NORTH CAROLINA PROFESSIONAL SEAL 026871 ENGINEER WALTER E. CREDLE

8-24-18

Walter E. Credle, P.E.
Town of Smithfield

	Description	Quantity	Units	JF Wilkerson		Temple Grading		RD Braswell		Riverworks	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid											
1	Mobilization (less than 2% of bid)	1	LS	$ 13,000.00	$ 13,000.00	$ 13,496.00	$ 13,496.00	$ 14,000.00	$ 14,000.00	$ 14,260.00	$ 14,260.00
2	16" C905 PVC Water Main	6,400	LF	$ 49.00	$ 313,600.00	$ 70.00	$ 448,000.00	$ 71.00	$ 454,400.00	$ 72.50	$ 464,000.00
3	16" Valve and Box	1	EA	$ 10,000.00	$ 10,000.00	$ 8,500.00	$ 8,500.00	$ 8,744.00	$ 8,744.00	$ 7,500.00	$ 7,500.00
4	20" x 16" Tee	1	EA	$ 10,000.00	$ 10,000.00	$ 5,250.00	$ 5,250.00	$ 11,810.00	$ 11,810.00	$ 8,967.50	$ 8,967.50
5	8" C900 PVC Water Main	50	LF	$ 100.00	$ 5,000.00	$ 26.50	$ 1,325.00	$ 72.00	$ 3,600.00	$ 48.00	$ 2,400.00
6	8" Valve and Box	2	EA	$ 2,000.00	$ 4,000.00	$ 2,600.00	$ 5,200.00	$ 1,690.00	$ 3,380.00	$ 1,430.00	$ 2,860.00
7	8" 45-degree bends	2	EA	$ 1,200.00	$ 2,400.00	$ 422.00	$ 844.00	$ 710.00	$ 1,420.00	$ 445.00	$ 890.00
8	16" 45-degree bends	8	EA	$ 1,450.00	$ 11,600.00	$ 1,375.00	$ 11,000.00	$ 920.00	$ 7,360.00	$ 1,255.00	$ 10,040.00
9	16" x 6" Tee	12	EA	$ 2,000.00	$ 24,000.00	$ 1,400.00	$ 16,800.00	$ 1,005.00	$ 12,060.00	$ 1,440.00	$ 17,280.00
10	16" x 8" Tee	1	EA	$ 2,000.00	$ 2,000.00	$ 1,475.00	$ 1,475.00	$ 1,500.00	$ 1,500.00	$ 1,495.00	$ 1,495.00
11	Fire Hydrant Assembly	12	EA	$ 6,000.00	$ 72,000.00	$ 4,000.00	$ 48,000.00	$ 5,811.00	$ 69,732.00	$ 4,085.00	$ 49,020.00
12	16" Plug	1	EA	$ 2,000.00	$ 2,000.00	$ 560.00	$ 560.00	$ 985.00	$ 985.00	$ 970.00	$ 970.00
13	Undercut of Unstable pipe Foundation	500	CY	$ 1.00	$ 500.00	$ 50.00	$ 25,000.00	$ 25.00	$ 12,500.00	$ 69.00	$ 34,500.00
14	Rock Excavation	350	CY	$ 1.00	$ 350.00	$ 50.00	$ 17,500.00	$ 20.00	$ 7,000.00	$ 50.00	$ 17,500.00
15	30" Steel Encasement with 16" RJDI Water main by dry bore and jack in soil (minimum price $450)	120	LF	$ 750.00	$ 90,000.00	$ 450.00	$ 54,000.00	$ 395.00	$ 47,400.00	$ 450.00	$ 54,000.00
16	Guardrail remove/replace	605	LF	$ 30.00	$ 18,150.00	$ 17.50	$ 10,587.50	$ 30.00	$ 18,150.00	$ 19.00	$ 11,495.00
17	Construction Entrance	2	EA	$ 3,000.00	$ 6,000.00	$ 1,000.00	$ 2,000.00	$ 3,500.00	$ 7,000.00	$ 2,130.00	$ 4,260.00
18	Silt-fencing	5,275	LF	$ 4.00	$ 21,100.00	$ 3.50	$ 18,462.50	$ 4.50	$ 2,373.75	$ 3.50	$ 18,462.50
19	Erosion Control (Seed & Straw)	1	LS	$ 69,000.00	$ 69,000.00	$ 10,000.00	$ 10,000.00	$ 32,000.00	$ 32,000.00	$ 10,000.00	$ 10,000.00
	Total Base Bid				$ 674,700.00		$ 698,000.00		$ 715,414.75		$ 729,900.00

	Description	Quantity	Units	Sanford Contractors		Ralph Hodge		Central Builders		Jymco Construction	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid											
1	Mobilization (less than 2% of bid)	1	LS	$ 14,000.00	$ 14,000.00	$ 13,750.00	$ 13,750.00	$ 18,500.00	$ 18,500.00	$ 19,500.00	$ 19,500.00
2	16" C905 PVC Water Main	6,400	LF	$ 74.49	$ 476,736.00	$ 88.00	$ 563,200.00	$ 98.00	$ 627,200.00	$ 124.00	$ 793,600.00
3	16" Valve and Box	1	EA	$ 7,700.00	$ 7,700.00	$ 7,180.00	$ 7,180.00	$ 12,000.00	$ 12,000.00	$ 9,000.00	$ 9,000.00
4	20" x 16" Tee	1	EA	$ 6,680.00	$ 6,680.00	$ 5,470.00	$ 5,470.00	$ 21,000.00	$ 21,000.00	$ 7,500.00	$ 7,500.00
5	8" C900 PVC Water Main	50	LF	$ 69.51	$ 3,475.50	$ 41.60	$ 2,080.00	$ 200.00	$ 10,000.00	$ 28.00	$ 1,400.00
6	8" Valve and Box	2	EA	$ 2,075.00	$ 4,150.00	$ 1,490.00	$ 2,980.00	$ 2,400.00	$ 4,800.00	$ 1,800.00	$ 3,600.00
7	8" 45-degree bends	2	EA	$ 660.00	$ 1,320.00	$ 491.00	$ 982.00	$ 715.00	$ 1,430.00	$ 600.00	$ 1,800.00
8	16" 45-degree bends	8	EA	$ 1,430.00	$ 11,440.00	$ 1,290.00	$ 10,320.00	$ 1,575.00	$ 12,600.00	$ 1,200.00	$ 9,600.00
9	16" x 6" Tee	12	EA	$ 1,840.00	$ 22,080.00	$ 1,270.00	$ 15,240.00	$ 1,674.00	$ 20,088.00	$ 1,250.00	$ 15,000.00
10	16" x 8" Tee	1	EA	$ 1,900.00	$ 1,900.00	$ 1,350.00	$ 1,350.00	$ 1,724.00	$ 1,724.00	$ 1,300.00	$ 1,300.00
11	Fire Hydrant Assembly	12	EA	$ 4,880.00	$ 58,560.00	$ 5,370.00	$ 64,440.00	$ 4,570.00	$ 54,840.00	$ 4,950.00	$ 59,400.00
12	16" Plug	1	EA	$ 815.00	$ 815.00	$ 695.00	$ 695.00	$ 1,955.00	$ 1,955.00	$ 1,000.00	$ 1,000.00
13	Undercut of Unstable pipe Foundation	500	CY	$ 33.00	$ 16,500.00	$ 13.80	$ 6,900.00	$ 25.00	$ 12,500.00	$ 25.00	$ 12,500.00
14	Rock Excavation	350	CY	$ 64.00	$ 22,400.00	$ 1.00	$ 350.00	$ 1.00	$ 350.00	$ 85.00	$ 29,750.00
15	30" Steel Encasement with 16" RJDI Water main by dry bore and jack in soil (minimum price $450)	120	LF	$ 480.00	$ 57,600.00	$ 450.00	$ 54,000.00	$ 550.00	$ 66,000.00	$ 450.00	$ 54,000.00
16	Guardrail remove/replace	605	LF	$ 21.00	$ 12,705.00	$ 1.00	$ 605.00	$ 10.00	$ 6,050.00	$ 5.00	$ 3,025.00
17	Construction Entrance	2	EA	$ 1,550.00	$ 3,100.00	$ 962.00	$ 1,924.00	$ 4,000.00	$ 8,000.00	$ 3,500.00	$ 7,000.00
18	Silt-fencing	5,275	LF	$ 2.75	$ 14,506.25	$ 3.40	$ 17,935.00	$ 5.00	$ 26,375.00	$ 3.50	$ 18,462.50
19	Erosion Control (Seed & Straw)	1	LS	$ 14,000.00	$ 14,000.00	$ 8,800.00	$ 8,800.00	$ 40,000.00	$ 40,000.00	$ 25,000.00	$ 25,000.00
	Total Base Bid				$ 749,667.75		$ 778,201.00		$ 945,412.00		$ 1,072,437.50

Request for Town Council Action

Consent Agenda Item:	DSDC By-Laws
Date:	10/02/2018

Subject: Amendments to DSDC By-Laws
Department: General Government
Presented by: Town Manager Michael Scott
Presentation: Consent Agenda

Issue Statement

Downtown Smithfield Development Corporation (DSDC) is requesting the Council approve changes to its By-Laws as attached in the request.

Financial Impact

None

Action Needed

Approve or Deny Changes

Recommendation

Follow the recommendation of DSDC.

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Draft Amended DSDC By-Laws

Staff Report

Consent Agenda Item:	DSDC By-Laws

Attached the Mayor and Council will find DSDC recommended changes to its by-laws. Changes are in red. A committee that included two Town Council members met and discussed the attached changes. While not all recommendations were followed, the committee supports the attached changes that were approved by a clear majority of the DSDC Board.

BYLAWS OF THE DOWNTOWN SMITHFIELD DEVELOPMENT CORPORATION

Name

Article I – **Name**
The name of the Corporation is "Downtown Smithfield Development Corporation."

Principal Office

Article II – **Principal Office**
The principal office of the Corporation shall be located at such place as the Board of Directors of the Corporation may from time to time designate.

Purposes

Article III - **Purpose**
The purpose of the Corporation shall be:

(a) To promote, stimulate and encourage the development of Downtown Smithfield, North Carolina in a manner beneficial to the citizens of Smithfield and Johnston County.
(b) To undertake activities that will assist in, enable, or expedite the development of Downtown Smithfield.
(c) To assist in the comprehensive planning of the beneficial development of Downtown Smithfield.
(d) To undertake activities to attract businesses, investors, developers, and other persons and entities to invest in and take part in the development of Downtown Smithfield.
(e) To undertake activities to improve and maintain the property values of Downtown Smithfield
(f) To generally assist the Town of Smithfield and Johnston County and other organizations with purposes similar to or compatible with those of the Corporation.

Members

Article IV – **Members**
The Corporation shall have no members.

Board of Directors

Article V – **Board of Directors**
The management of the Corporation shall be vested in the Board of Directors. The Board shall determine the number of employees of the Corporation, shall hire and terminate employees, and shall fix the compensation of employees.

Article VI – **Number of Directors**
The Board of Directors shall consist of ~~seventeen~~ fifteen (~~17~~15) Directors, ~~five~~ two of which shall be ~~ex officio representatives~~permanent members.

Article VII – **Directors Terms**
Directors shall be elected for a term of three years, beginning with five~~four~~ Directors elected in January 2019 and four Directors elected in January 2020 and 2021 ~~each year~~. Directors will be elected in the month of January. Directors shall be nominated by the Board of Directors and shall become Directors upon approval by resolution of the Smithfield Town Council. At all times, there shall be at least five (5) Directors that own real property in the

Downtown Smithfield Municipal Service District, own a business that leases property within the Downtown Smithfield Municipal Service District, or own an interest in a company that owns real property in the Downtown Smithfield Municipal Service District.

Article VIII – **Term Limits**
Elected directors may serve a maximum of three consecutive terms for a total of nine years, after which the director must rotate off the Board for at least one year.

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Article ~~VIII~~ IX – **Vacancies on Board**
When a vacancy shall occur on the Board of Directors, the remaining Directors shall nominate and elect a person to fill the vacancy and the nominee shall become a Director upon approval by resolution of the Smithfield Town Council. The Executive Director shall announce the vacancy to the remaining Directors at the next regularly scheduled meeting after being given notice of the same. The Executive Director shall then advertise the vacancy for a period of no less than forty-five (45) days to all property owners in the Downtown Smithfield Municipal Service District, in its newsletter, and through other means of communication and advertisement it deems appropriate. The remaining Directors shall review the applicants at the next meeting following the advertisement period and elect a person to fill the vacancy subject to approval from the Smithfield Town Council. Applications must be submitted at least two weeks prior to the board meeting at which they are scheduled to be reviewed.

Article ~~I~~X – **Removal of Directors**
A Director may be considered for removal upon three absences in a calendar year and/or upon recommendation of three-fourths (¾) of the Board of Directors.

Article XI – **~~Ex-officio Representation~~Permanent Board Members**
The Mayor of the Town of Smithfield (or his appointee) and~~,~~ the Chairman of the Johnston County Commissioners (or his appointee~~), the Director of the Johnston County Heritage Center (or his appointee), the Director of the Public Library of Smithfield and Johnston County (or his appointee), and the Director of the Ava Gardner Museum (or his appointee)~~ shall each be ~~ex-officio~~permanent members of the Board of Directors and entitled to all rights and privileges of other directors, including the right to vote and hold office.

Officers

Article XII – **Officers**
The officers of the Corporation shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors, from among themselves, shall elect the officers.

Article XIII - **Term**
Each officer shall serve for a term of one year or until his successor is elected and qualifies. Officer elections shall be held at the regular meeting of the Board in January.

Article ~~XIII~~ XIV – **President**
The President shall, when present, preside at all meetings of the Board. He shall sign, with any other proper officer, deeds, mortgages, bonds, contracts, or other instruments which may be lawfully executed on behalf of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be delegated by the Board of Directors to some other officer or agent; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Article X~~I~~V – **Vice President**
The Vice President, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, he shall perform such other duties and have such other powers as the Board of Directors shall prescribe.

Article XVI - **Secretary**

The Secretary shall keep accurate records of the acts and proceedings of all meetings of the Board. He shall give all notices required by law and by these Bylaws. He shall have general charge of the corporate books and records and of the corporate seal, and he shall affix the corporate seal to any lawfully executed instrument requiring it. He shall sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned him from time to time by the President or by the Board of Directors.

Article XVII – **Treasurer**
The Treasurer shall have custody of all funds and securities belonging to the Corporation and shall receive, deposit or disburse the same under the direction of the Board of Directors. He shall keep full and accurate accounts of the finances of the Corporation in books especially provided for that purpose; and he shall cause a true statement of its assets and liabilities as of the close of each fiscal year and of the results of its operations to be made and filed at the registered or principal office of the Corporation within four months after the end of such fiscal year. The Treasurer shall, in general, perform all duties incident to his office and such other duties as may be assigned to him from time to time by the President or by the Board of Directors.

Meeting of Board of Directors

Article XVIII – **Monthly Meetings of Board**
The Board of Directors shall meet once each calendar month at a time and place designated by the President of the Corporation.

Article ~~XVIII~~ XIX – **Special Meetings**
A special meeting of the Board of Directors may be called by the President upon five (5) days prior notice or upon call of a majority of the Board of Directors.

Article ~~XIX~~ XX – **Quorum**
At any meeting of the Board of Directors of the Corporation, a majority of the Directors of the Corporation shall constitute a quorum. A quorum shall be required at a meeting of the Board of Directors for business transacted thereat to constitute action of the Board of Directors. Permanent board members should be counted toward the determination of having a quorum.

Article ~~XX~~ XXI – **Robert's Rules of Order**
Robert's Rules of Order shall be the rules of order for all meetings, except as may be otherwise provided in these Bylaws.

Committees

Article XXII – **Committees**
The President shall appoint, with the advice and consent of the Board of Directors, such committees as may be deemed advisable from time to time. The President shall be an ex-officio member of all committees.

Fiscal Year

Article XXIII – **Fiscal Year**
Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall end on June 30.

Annual Report

Article ~~XXIII~~ XXIV – **Annual Report**
An annual un-audited financial report of the Corporation shall be prepared within seventy-five (75) days after the end of each fiscal year. All Corporate records shall be available for review by the Town of Smithfield or its designated independent auditor.

Bonding

Article ~~XXIV~~ XXV – **Bonding**
The Board of Directors shall obtain a bond or bonds on the Treasurer or any other officer or employee of the Corporation of such nature and in such amounts as shall be necessary in the opinion of the Board to protect the Corporation from loss.

Indemnity

Article XXVI – **Indemnity**
The Corporation shall indemnify and hold harmless any director, officer or employee of the Corporation from any loss including reasonable expense incurred in defense of any action or claim resulting to such director, officer or employee as a result of serving in such capacity except to the extent such loss might be occasioned by intentional wrongdoing.

Amendments

Article XXVII – **Amendments**
These Bylaws or any portion thereof may be amended, altered, or repealed by the affirmative vote of two-thirds (2/3) of the Board at any regular or special meeting called for such purpose with approval of such amendment by the Smithfield Town Council.

Article XXVIII - **Staff**
The Executive Director shall be the principal Executive Officer of the Corporation, and subject to the control of the Board Directors, shall supervise and control the management of the Corporation in accordance with these Bylaws.

The Executive Director or other appointed staff shall maintain accurate records of the acts and proceeds of all meetings of the Board. He shall give all notices required by law and by these Bylaws. He shall have general charge of the corporate books and records and of the Corporate Seal, and he shall affix the Corporate Seal to any lawfully executed instrument requiring it.

The Accountant of the Downtown Smithfield Development Corporation shall have custody of all funds and securities belonging to the Corporation. He shall keep full and accurate accounts of the finances of the Corporation in books especially provided for that purpose; and he shall cause a true statement of its assets and liabilities as of the close of each fiscal year and of the results of its operations to be made and filed at the registered or principal office of the Corporation within four months after the end of such fiscal year.

Article ~~XXVIII~~ XXIX – **Executive Committee**
The Executive Committee shall be made up of the Officers of the Board of Directors and one at-large Director appointed by the President. Except for the power to amend the articles of incorporation and bylaws, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the board of directors, and is subject to the direction and control of the full board.

Article ~~XXIX~~ XXX - **Conflict of Interest Policy**
Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall fully disclose the nature of the interest and should not be physically present for discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

ADOPTED this the 23~~rd~~nd day of October~~March~~, 2018~~5~~.

Proviso. The amendments made to these bylaws shall take effect on February 1, 2019.

_____
~~John H. Lampe, II~~M. Andy Moore, Mayor

ATTEST:

_____
Shannan Williams, Town Clerk

Request for Town Council Action

Consent Agenda Item:	**Career Ladder Promotion**
Date:	10/02/2018

Subject: Career Ladder Promotion
Department: Public Utilities
Presented by: Ted Credle
Presentation: Consent Agenda Item

Issue Statement

Approval of a career ladder promotion for an employee at the Water Plant.

Financial Impact

This promotion was included in the FY 2018-2019 Budget. Total impact to the budget for the remainder of the fiscal year is $1,176.00. The employee will be promoted from Water Plant Trainee to water Plant Operator I

Action Needed

Approve the career ladder promotion for an employee at the Water Plant.

Recommendation

Staff recommends the approval of the promotion

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Copy of Employee Certification

Staff Report

Consent Agenda Item: Career Ladder Promotion

In keeping with stated Town goals of retaining highly qualified employees, in 2016 the Council approved a career ladder within the Water Plant for employees to advance their career and become a more highly valued employee.

A Water Plant Employee attended training in May of 2018. 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 Trainee for a minimum of 12 months.

This employee has followed the career ladder previously approved by the Council and obtained his certification on July 31, 2018. This career ladder increase will promote the employee from Water Plant Trainee (Grade 11) to Water Plant Operator I (Grade 12).

The North Carolina Water Treatment Facility Operators Board of Certification

hereby certifies that

Having given satisfactory evidence of the necessary qualifications required by Chapter 90A of the General Statutes of North Carolina, is hereby authorized to practice as a grade "C-Surface"

C-SURFACE

Water Treatment Facility Operator

in the State of North Carolina

IN TESTIMONY WHEREOF: THE BOARD OF CERTIFICATION ISSUES THIS CERTIFICATE UNDER THE SEAL OF THE BOARD AND SIGNATURE OF THE CHAIRMAN EFFECTIVE THE 31ST DAY OF JULY 2018.
THIS CERTIFICATION SUBJECT TO ANNUAL RENEWAL PROCEDURES.

Robert W. Peter

CHAIRMAN OF THE BOARD

CERTIFICATE NO. 180132

109

LITHO IN U.S.A.

Request for Town Council Action

Consent Agenda Item: **Advisory Board Appointments**

Date: 10/02/2018

Subject: Advisory Board Appointments
Department: General Government
Presented by: Town Clerk - Shannan Parrish
Presentation: Consent Agenda

Issue Statement

The Town Council is asked to consider new appointments to the Appearance Commission, Historic Properties Commission, Parks and Recreation Advisory Commission and Planning Board.

Financial Impact

N/A

Action Needed

The Town Council is asked to consider the appointment of Alisa Bizzell and Leslie Lazarus to the Planning Board. The Council is asked to consider the appointments of Alisa Bizzell and Roger Wood to the Parks and Recreation Advisory Commission. The Council is asked to consider the appointment of Leslie Lazarus to the Appearance Commission. The Council is asked to consider the appointment of Deanna Simmons to the Historic Properties Commission

Recommendation

Staff recommends approval of these appointments.

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Alisa Bizzell – Board Application
3. Leslie Lazarus – Board Application
4. Deanna Simmons – Board Application
5. Roger Wood – Board Application

Staff Report

Consent Agenda Item | **Advisory Board Appointments**

Current Board vacancies are as follows:

- Appearance Commission – 3 positions
- Board of Adjustment – 1 in Town Member and 1 In Town Alternate
- Historic Properties – 2 positions
- Parks and Recreation Advisory Commission – 2 positions
- Planning Board – 1 In-Town Member, 1 In-Town Alternate

Board Appointments

1. Alisa Bizzell has submitted an application for consideration to be appointed to a first term on the Parks and Recreation Advisory Commission and first term on the Planning Board to serve as an In-Town member.

2. Leslie Lazarus has submitted an application for consideration to be appointed to a first term on the Planning Board to serve as an In-Town member and a first term on the Appearance Commission.

3. Deanna Simmons has submitted an application for consideration to be appointed to a first term on the Historic Properties Commission

4. Roger Wood has submitted an application for consideration to be appointed to a first term on the Parks and Recreation Advisory Commission.

SMITHFIELD
NORTH CAROLINA

Town of Smithfield
Board, Commission, or Committee Application

Name: Bizzell (Last) Alisa (First) P (MI)

Home Address: 510 S. Vermont St, Apt B Smithfield, NC 27577

Business Name & Address: Johnston Lee Harnett Community Action, PO Drawer 711, Smithfield, NC 27577

Telephone Numbers: — (Home) 919 610 9891 (Mobile) zeta1593@aol.com (Email)
919-934-2145 ext 1260 (work)

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: Reading, Community Service, Listening to music, helping others

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

Recent Job Experiences: Previously employed with Nationwide Insurance for 18 years as an Underwriting Screener, immediate past position as a USBEGSTARS counselor - helping people to become self-sufficient, current position - HR Program Assistant

Civic or Service Organization Experience: Member of Zeta Phi Beta Sorority, Inc (25 years), Chairperson: SYCC Council, member of JC Citizen's Association, Democratic Women of Johnston County, Trustee Board of St. Peter Church of Christ, DOC, President/PTO West Smithfield Elementary

Town Boards previously served on and year(s) served: N/A

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

Why are you interested in serving on this Board/Commission/Committee? I am interested in serving on the Parks and Rec Advisory Commission because of my love for children. Being able to create and maintain a positive atmosphere for the children is my greatest goal. Serving on the Planning Board would allow me the chance to be on the front lines to make Smithfield a great place to live and a place we can be proud to call home

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: Alisa P. Bizzell

Signature: Alisa Bizzell Date: 9/18/18

Return completed for to:
Shannan Parrish
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.parrish@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: Lazarus (Last) Leslie (First) R (MI)

Home Address: 140 Valleywood Cir., Smithfield, NC 27577

Business Name & Address: _____

Telephone Numbers: 757-763-9740 (Home) _____ (Mobile) leslie.renee27@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: Planning, Designing, Creativity, Organizing, Time Management

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

Recent Job Experiences: Owner at A Bake Affair: Designed, Baked, and Delivered cakes and cupcakes to customers
Graduate of JCC Nail Technican Course

Civic or Service Organization Experience: _____

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

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

Why are you interested in serving on this Board/Commission/Committee? I want to help make the town a better place, and I'd like to get to know the residents in Smithfield.

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: Leslie Lazarus

Signature: Leslie Lazarus Date: 9/18/2018

Return completed for to:
Shannan Parrish
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.parrish@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: Simmons (Last) Deanna (First) M (MI)

Home Address: 109 Stephenson Drive Smithfield, NC 27577

Business Name & Address: _____

Telephone Numbers: _____ (Home) 301-659-5521 (Mobile) deanna.simmons87@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: Historical research & study, historical sites and artifact preservation, genealogy. Biligual (English and Spanish), ability to do credible research.

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

Recent Job Experiences: Currently a contract administrator for a large landscape firm. Part-time history tutor with Varsity Tutors. Founder of Your Resident Historian - a website dedicated to the research and study of African American history.

Civic or Service Organization Experience: APUS Historical Studies Honor Society, Historical Studies Honor Society Journal Team

Town Boards previously served on and year(s) served: N/A

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

Why are you interested in serving on this Board/Commission/Committee? I have always loved history and historical sights are so important to our history. I have a BA in history and I am almost finished with my MA in history. I have served as an officer in a a historical society and I also serve as an editor for a historical journal.

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: Deanna Simmons

Signature: _____ Date: 09/13/201

Return completed for to:
Shannan Parrish
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.parrish@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: Wood (Last) Roger (First) A (MI)

Home Address: 213 Whitley Drive Smithfield, NC 27577

Business Name & Address:

Telephone Numbers: (Home) (919) 631-9682 (Mobile) roger.wood@ccbcc.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: Sports and assisting the Parks and Recreation Department

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

Recent Job Experiences: Coca Cola, part-time umpire

Civic or Service Organization Experience:

Town Boards previously served on and year(s) served: Smithfield Town Council 2013-2017 , TJCOG

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

Why are you interested in serving on this Board/Commission/Committee? Parks and Recreation has always been an important to me and my family. By serving on this advisory board, it allows me to continue to serve my community.

Affirmation of Eligibility:

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

□Yes ☒No If yes, please explain disposition: _____

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

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

Printed Name: Roger A. Wood

Signature: _____ Date: 09/19/2018

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

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

Staff Report

Consent Agenda Item: New Hire / Vacancy Report

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:

Position	Department	Budget Line
Facility Maintenance Specialist	Public Works – General Services	10-60-5500-5100-0200
Communications Specialist	General Government	10-10-4100-5100-0200
Police Officer I	Police	10-20-5100-5100-0200
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220
Utility Line Mechanic	PU – Water / Sewer	30-71-7220-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 17-18 Budget.

Position	Department	Budget Line	Rate of Pay
P/T Admin Support Specialist	Fire	10-20-5300-5100-0210	$14.17/hr.
Utility Line Mechanic	PU – Water / Sewer	30-71-7220-5100-0200	$13.47/hr. ($28,014.60/yr.)

Business Items

Request for Town Council Action

Business Agenda Item:	**Presentation of Completed Work**
Date:	10/02/2018

Subject:	Presentation of Completed Work
Department:	Public Utilities
Presented by:	Ted Credle
Presentation:	Business Item

Issue Statement

To close out the State awarded Asset Inventory & Assessment (AIA) grant, the completed work must be presented to the governing body.

Financial Impact

None

Action Needed

Accept the approved work as presented.

Recommendation

Staff recommends the acceptance of the completed work

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Award of Grant Conditions
3. Executive Summary of Results
4. Copy of Service Map
5. Survey of valves & hydrants
6. Hydrant assessment
7. Water Model
8. Asset Management Plan - cover & table of Contents (164 pages)
9. Capital Improvement Plan update

Staff Report

Business Agenda Item: **Presentation of Completed Work**

In 2016, the Town applied for and was rewarded the North Carolina Division of Environmental Quality (NCDEQ) Clean Water State Revolving Fund (CWSRF) Asset Inventory and Assessment (AIA) grant in the amount of $150,000.

The intent of this grant was to fund a project that would physically locate the Town's water valves & hydrants and incorporate the infrastructure into the Town's official Service Map. This accurate location would enhance the Town service by reducing service response time. Further the Town would create a water model of the Town to see where potential issues may arise, plan for future growth and lay out a long-term plan to upgrade the Town's water infrastructure. After 24 months, the work on this project is completed, and the grant is to be closed out.

Condition #8 of the award indicates that the completed work must be presented to the governing board. This action item, and the included documentation, is that presentation.

STANDARD CONDITIONS FOR ASSET INVENTORY AND ASSESSMENT GRANTS

1. The recipient acknowledges that no disbursements will be made until the grant fee has been received by the Division of Water Infrastructure.

2. The recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.

3. The required grant match must be documented to receive the full amount of this financial assistance offer. The grant match is a percentage of the financial assistance offer amount.

4. All funds provided pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The recipient will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the grant recipient is expected to uphold its contract obligations regarding timely payment.

5. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and subject to the recipient's compliance with the conditions of this grant. Requests for reimbursement must be made using the Division of Water Infrastructure's reimbursement form.

6. The recipient must provide a digital copy of the Asset Inventory and Assessment products in a universally readable format.

7. The recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.

8. The recipient must provide approved minutes or a resolution confirming the completed Asset Inventory and Assessment work has been presented to the recipient's governing board.

9. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition Nos. 6, 7, and 8. After receipt of this documentation, final payment will be made once it is requested.

Summary of Results
AIA Grant for Potable Water
Town of Smithfield H-AIA-D-16-0018

In 2016, the Town of Smithfield applied for the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (CWI) Asset Inventory and Assessment (AIA) funding. The intent of this application was to assist the Town in identifying current water distribution needs; as well as, planning for future needs as the Town develops and expands. The aging infrastructure has been the victim of pipe leakage, pressure swings, and service confusion, caused by a lack of knowledge pertaining to valve location and function. The increased water loss was a drain on the Water Fund, and the exact loss was undetermined. With mounting economic pressures, the Town applied for, and was granted, full funding to begin locating and assessing the Town water distribution system infrastructure; for the purpose of planning effective future Capital Improvement projects.

The specific project proposed to hire a contractor to survey the location of every fire hydrant and water valve in the Town distribution system. This data would be incorporated into the newly acquired Town GIS database and would give the Town an accurate view of the scope of the infrastructure. It was hoped that a more accurate map would lead to reduced service response time and increased levels of customer service.

Another contractor was hired to model the identified water system to examine variables such as water age, chlorine demand, water pressure, and total flow. All of these indicators yield a composite picture of the health of the water distribution system. This model was then used to form the basis of future projects to show how these projects would affect the variables and create a healthier and more stable distribution system.

A separate contractor was hired to assess the condition of the fire hydrants in West Smithfield. Due to the expense of the process, a limited number of hydrants were chosen. The Neuse River acted as a clean dividing line. This assessment would provide the basis for future repair prioritization of the hydrants.

Lastly, it was proposed that the Town would purchase ground penetrating radar equipment to exactly locate the horizontal location, vertical location, and pipe material of buried pipe. This radar will assist in locating hard to find service lines, abandoned lines, and would identify the location of water pipe; which often bends around corners and takes other such turns to avoid buried obstacles.

Recall, the overall goal was to update the Town's database and revise the Capital Improvement Plan. To this end, the Town's engineering consultant was charged with using this data to updater the Town's Asset Management Plan and make recommendations regarding the Capital Improvement Plan.

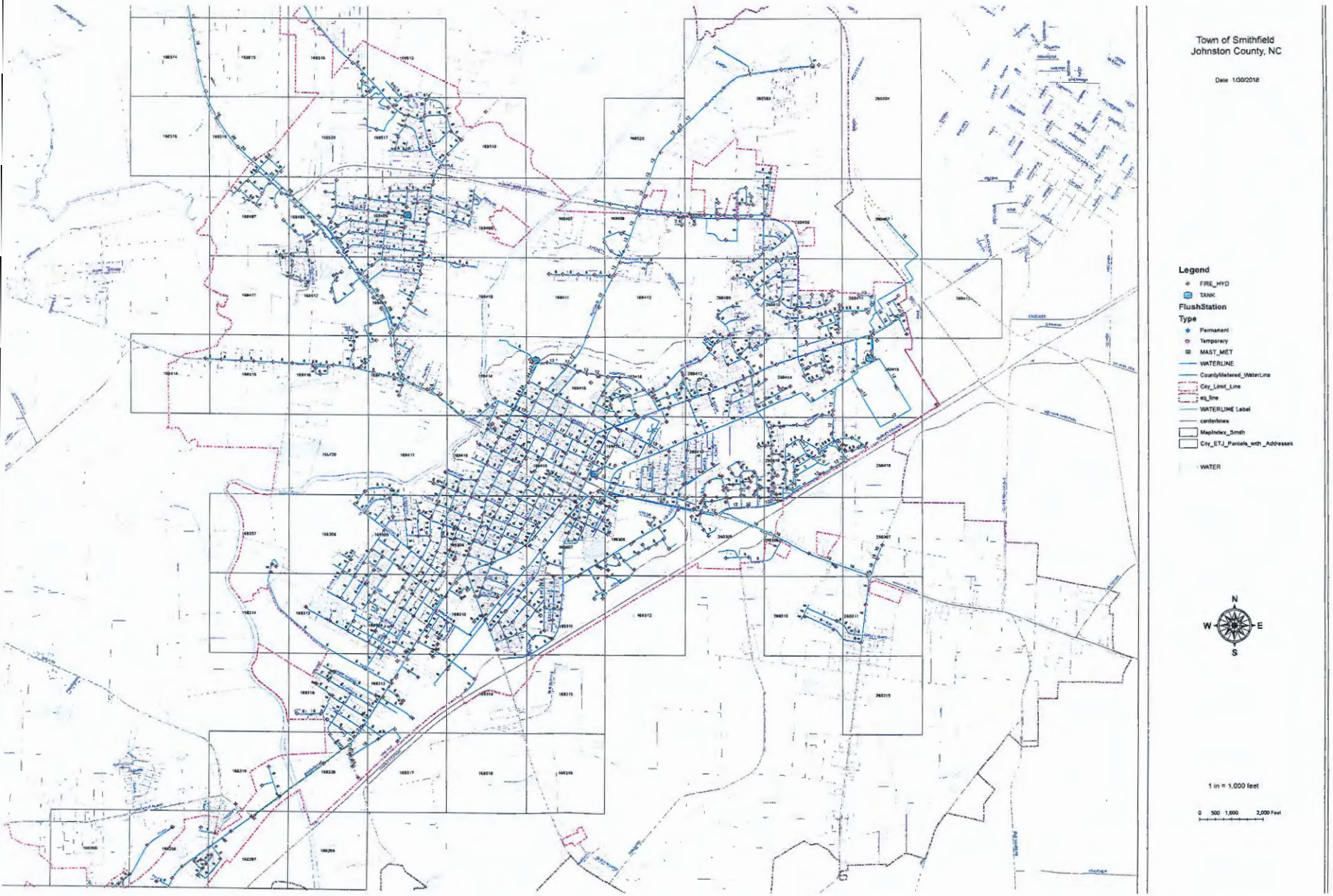
In the spring of 2017, the hired contractor completed the survey & location of the Town's 1,925 valves and 851 fire hydrants. The surveyor used the field data and created a compatible file; which was downloaded into the Town's GIS database. The Town service map was updated and published on the Town's website. Although the Town has surveyed data related to the valves & hydrants, the exact location of much of the piping is still estimated. Unlike sewer, which runs in straight lines between manholes, water lines frequently bend around curves, or make 90-degree turns to cross streets, without any above-ground indication. To clear up ambiguities, the Town used old maps to draw the lines and will use the ground penetrating radar to "truth" the system. The service map will be updated, annually, moving forward.

Throughout the summer of 2017, the Town's engineering consultant used the revised data to model the Town's water system. The results of the model runs showed where certain areas of the system needed additional connections to move water and decrease water age. Other indications showed where the Town had low water pressure; and other indications showed where the Town had limited flow & supply to its customers.

This model information was used to set long-term goals and update the Town's Capital Improvement Plan. In June of 2018, the Town Council did pass an updated Capital Improvement Plan which incorporated projects to address some of these issues.

In Late summer of 2018, a separate contractor began to assess the 166 fire hydrants in the west Smithfield area of Town. This data was incorporated into the list of hydrant repairs that is updated annually by both the Utility Department and the Town Fire Department. The plan is to complete the assessment of all Town hydrants in the coming fiscal year.

As of 2018, the water model shows a distribution system that needs to be "looped" to create a stable supply of water to customers on the west side of the river. Further suggested improvements show needs to upsize certain lines and adapt the Town's flushing program to more effectively deal with water age & chlorine residual. The program has led to an update of the Capital Improvement Plan and the Town has already seen reduced water age in most areas, with increased supply to our major customers.


Town of Smithfield
Johnston County, NC
Date 1/30/2018
Legend
FIRE_HYD
TANK
FlushStation
Type
Permanent
Temporary
MAST_MET
WATERLINE
CountyMetered_WaterLine
City_Limit_Line
etj_line
WATERLINE Label
centerlines
MapIndex_Smith
City_ETJ_Parcels_with_Addresses
WATER
N
W
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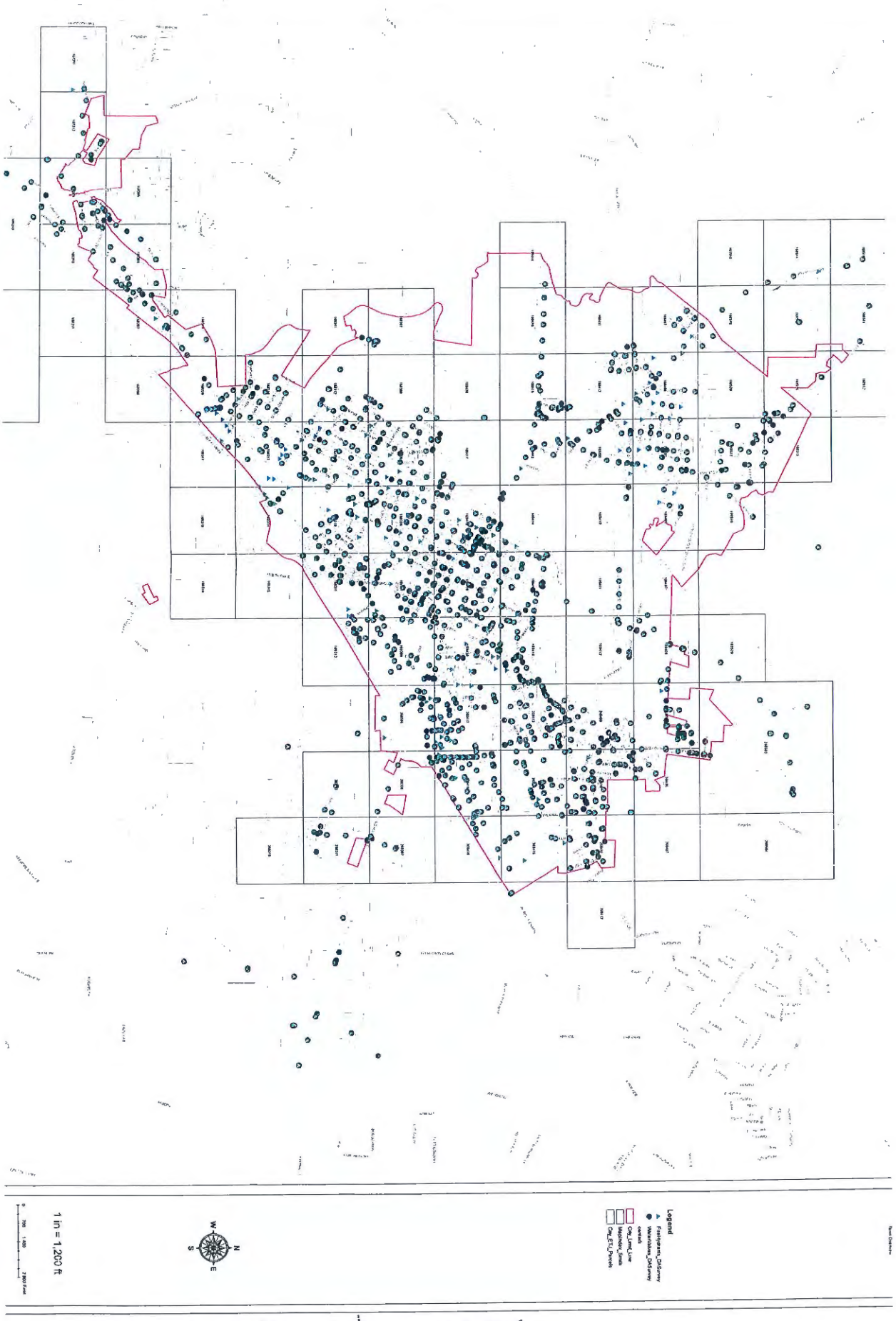


SURVEY OF VALVES & HYDRANTS

Smithfield Public Utilities

Fire Hydrant Inspection Report

Fire Hydrant ID# SMD 5022

Location Information

Rating 2

Surveyor:	Date:	Weather:	Customer:	Ground Cover:	Accessible:
George	9-19-18	P/C	TOS	Grass	8' off pavement
Location:		Details:		Additional Notes:	
Rose Manor Shopping Center		SW corner of parking lot		Near truck bay	

Structure Information

Color:	Above Grade:	Rust:	Angle of Lean:	Date on FH:	Manufacturer:
Red	Flush	On base	0°	1971	Dresser
Nut:	Bonnet:	Barrel:	Arms:	Nozzle:	Base:
Orange	Silver	Sound	2—sound	Sound	sound

Pressure & flow:	Tag:	X-Coordinate:
normal	none	2187689.445
Recommendation:	Leakage:	Y-coordinate:
None	none	648315.896

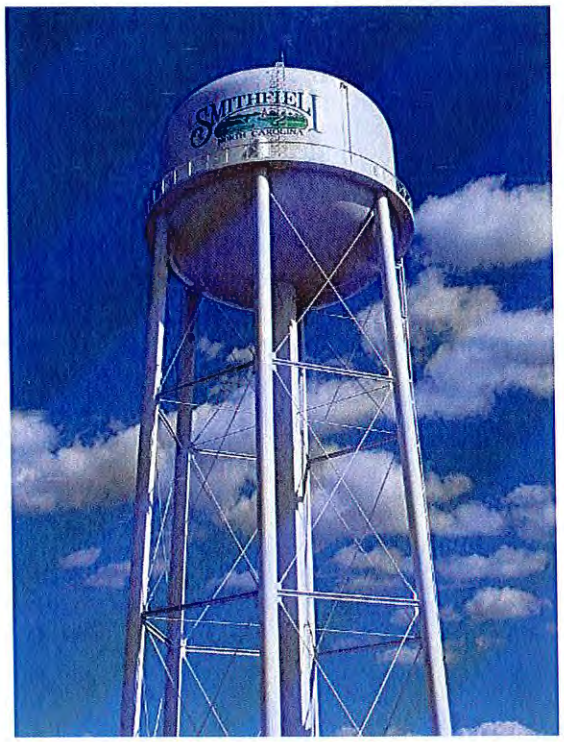
Appearance Information

Ground Cover Picture

Defect Picture

WATER SYSTEM MODELING UPDATE

TOWN OF SMITHFIELD
SMITHFIELD, NORTH CAROLINA



December 2017

TWC Project No. 2698-BR, TO #10

EST. 1777
SMITHFIELD
NORTH CAROLINA

THE WOOTEN COMPANY
ENGINEERING | PLANNING | ARCHITECTURE
120 North Boylan Avenue Raleigh NC 27603-1423
919 828 0531 fax 919 834 3589
F- 0115

WATER AND SEWER ASSET MANAGEMENT PLAN

TOWN OF SMITHFIELD
NORTH CAROLINA

AUGUST 2018

THE WOOTEN COMPANY
ENGINEERING PLANNING ARCHITECTURE
120 North Boylan Avenue Raleigh NC 27603-1423
919.828.0531 fax 919.834.3589

10-Year Capital Improvement Plan

Priority	Electric	Proposed FY 18-19	Proposed FY 19-20	Proposed FY 20-21	Proposed FY 21-22	Proposed FY 22-23	Proposed FY 23-24	Proposed FY 24-25	Proposed FY 25-26	Proposed FY 26-27	Proposed FY 27-28
1	Advanced Metering Infrastructure/Smart Grid	500,000	500,000	150,000	50,000	50,000		10,000			
2	Voltage Conversion & Circuit from Brogden Road Substation	300,000	300,000	300,000	250,000	500,000	500,000	500,000	400,000	250,000	500,000
3	Generator for Load Management for Town Lift Stations			50,000	50,000	50,000	50,000				
4	Replace Electric Dept. Bucket Truck	150,000							150,000	150,000	
5	New Tractor		75,000	75,000							
6	Delivery Point #3 - Design	75,000	75,000								
7	Delivery Point #3 - Construct		500,000	500,000	1,000,000						
8	Design & Construct "North" Circuit	75,000	50,000	500,000							
9	Improve Circuit Along Buffalo Road	175,000	175,000	175,000	175,000	175,000					
	Totals	**1,275,000**	**1,675,000**	**1,750,000**	**1,525,000**	**775,000**	**550,000**	**510,000**	**550,000**	**400,000**	**500,000**
	Water Plant										
1	River Bank Refurbshment	200,000					75,000		75,000		
2	Plant Enlargement - 4th train	150,000	6,000,000	9,000,000	250,000						
3	Sludge Process upgrades				50,000	75,000	75,000				
4	SCADA Upgrades	50,000	75,000				50,000	50,000	50,000	50,000	
5	South Smithfield Elevated Tank/System improvements		500,000	1,500,000	800,000	75,000			500,000	400,000	250,000
6	Sodium Chloride Bulk Tank & Transfer System	30,000									
	Totals	**400,000**	**6,575,000**	**10,500,000**	**1,100,000**	**150,000**	**200,000**	**50,000**	**625,000**	**450,000**	**250,000**
	Water and Sewer										
1	Reduction of I/I into Sanitary Sewer	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
2	Lift Station Repair (fence & signage included)	150,000	150,000	150,000	100,000	100,000	150,000	150,000	25,000	25,000	50,000
3	AMI - Automated Metering Infrastructure		250,000	250,000	250,000	250,000	250,000	250,000	250,000		
4	Fire Hydrant Valve Insertion/Replacements	40,000		100,000			100,000		250,000	500,000	
5	Water Line Upgrades Throughout Town	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
6	Digitized Mapping of Water & Sewer System	10,000	30,000	30,000	30,000	30,000			10,000		
7	16" Water line along Durwood Stephenson	750,000	600,000	185,000	700,000	800,000					
8	Old Goldsboro Road Tie-in	40,000									
9	Manhole rehab	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
10	Vactor Truck						175,000	175,000			
11	Work Vehicles	50,000			50,000			50,000		50,000	
12	Trailer & Trench Box	8,000									
13	Extend Infrastructure Along Buffalo Road	400,000	400,000	400,000	400,000	400,000					
	Totals	**1,648,000**	**1,230,000**	**915,000**	**1,330,000**	**1,380,000**	**875,000**	**825,000**	**735,000**	**775,000**	**250,000**

Request for Town Council Action

Business Item: **Noncontiguous Annexation**
Date: 10/02/2018

Subject: Non-contiguous Annexation Petition
Department: Planning & Administration
Presented by: Planning Director – Stephen Wensman
Presentation: Business Item

Issue Statement

The applicant, Navaho Investment Company, LLC, is requesting to annex approximately 21.26 acres of land into the Town of Smithfield's corporate limits. The property considered for annexation on Galilee Road about 1900 feet south of Black Creek Road, near West Smithfield Elementary School. The property is partially within the ETJ and partially outside.

Financial Impact

Action Needed

The Town Council is asked adopt Resolution # 628 (15-2018) setting the date for the Public Hearing for November 6, 2018 since the Town Clerk has investigated the sufficiency of the annexation petition.

Recommendation

Adopt Resolution # 628 (15-2018)

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Certificate of Sufficiency
3. Certificate of Sufficiency with responses
4. Responses to Validate the Sufficiency of the Petition
5. Resolution # 628 (15-2018)

Staff Report

Business Item **Noncontiguous Annexation**

The Town of Smithfield received a request from Navaho Investment Company, LLC. to annex approximately 21.26 acres on Galilee Road. The applicant is also requesting water and sewer services.

At the September 4, 2018 meeting, the Town Council passed Resolution # (625) 12-2018, directing the Town Clerk to investigate the sufficiency of the petition should the Council wish to move forward with the annexation of the property into the corporate Town limits. The Town Clerk has investigated the petition and has determined it to be valid.

Pursuant to NC GS 160A-58.2, the next step in the annexation process is to adopt Resolution #628 (15-2018) setting the date for the Public hearing to be held on November 6, 2018 if the Council so chooses.

> ***160A-58.2. Public hearing.*** *Upon receipt of a petition for annexation under this Part, the city council shall cause the city clerk to investigate the petition, and to certify the results of his investigation. If the clerk certifies that upon investigation the petition appears to be valid, the council shall fix a date for a public hearing on the annexation. Notice of the hearing shall be published once at least 10 days before the date of hearing.*
>
> *At the hearing, any person residing in or owning property in the area proposed for annexation and any resident of the annexing city may appear and be heard on the questions of the sufficiency of the petition and the desirability of the annexation. If the council then finds and determines that (i) the area described in the petition meets all of the standards set out in G.S. 160A-58.1(b), (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation (except those not required to sign by G.S. 160A-58.1(a)), (iii) the petition is otherwise valid, and (iv) the public health, safety and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation, the council may adopt an ordinance annexing the area described in the petition. The ordinance may be made effective immediately or on any specified date within six months from the date of passage. (1973, c. 1173, s. 2.)*

Certificate of Sufficiency

To the Town Council of the Town of Smithfield, North Carolina:

I, Shannan L. Parrish, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1 (b), in that:

1. The petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits.

2. The petition includes the names and addresses of all owners or real property lying in the area described therein.

3. The petition includes the signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a).

4. The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the Town of Smithfield;

5. No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the Town of Smithfield;

6. The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its corporate limits;

7. To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included;

8. The area within the proposed satellite corporate limits, when assessed to the area within all other satellite corporate limits of the Town of Smithfield, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Smithfield.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Smithfield this the 19th day of September, 2018

Shannan L. Parrish, Town Clerk

TOWN OF SMITHFIELD
SMITHFIELD
NORTH CAROLINA
APRIL 23, 1777

Certificate of Sufficiency

To the Town Council of the Town of Smithfield, North Carolina:

I, Shannan L. Parrish, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1 (b), in that:

1. The petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits.***{Attached hereto are the metes and bounds and map of proposed area}***

2. The petition includes the names and addresses of all owners or real property lying in the area described therein.***{Attached hereto are the petition, the warranty deed and a map from Johnston County GIS}***

3. The petition includes the signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a). ***{Attached hereto is the petition signed by the owner}***

4. The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the Town of Smithfield; ***{Attached hereto is a map depicting the proposed satellite annexation is approximately 8,590 feet (1.626894 miles) from the corporate Town limits***

5. No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the Town of Smithfield; ***{Attached hereto is a map depicting the proposed satellite annexation is approximately 11,900 feet (2.2537879 miles) from the corporate limits of the Town of Four Oaks}***

6. The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its corporate limits; ***{Attached hereto are statements from the Chief of Police, the Fire Chief, the Public Utilities Director and the Public Works Superintendent indicating the Town will be able to provide the same services}***

7. To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included; ***{Attached hereto is a map of the proposed subdivision. The entire subdivision is included in the proposed annexation}***

8. The area within the proposed satellite corporate limits, when assed to the area within all other satellite corporate limits of the Town of Smithfield, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Smithfield. ***{Attached hereto is a document indicating the Town of Smithfield is exempt from the 10% noncontiguous annexation rule}***

Response to Questions 1, 2 & 3

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

Annexation Petition

Submittal Checklist

Please include all of the following (check off). If any information is missing from the application package, you will be asked to complete the application and re-submit the petition, so please check the list below carefully before you submit:		
☑	**Electronic Word document of the written metes and bounds** must be e-mailed to: Stephen.Wensman@smithfield-nc.com or Mark.Helmer@smithfield-nc.com.	
☑	**Survey or Plat** showing above written metes and bounds description of the property to be annexed must be submitted electronically in .pdf format, if possible.	
☑	**Copy of Approved Preliminary Site Plan or Final Site Plan** showing Town Permit number (Z-__-__, etc.) **or**	**Copy of Subdivision Plat** submitted for lot recording approval with Town file number (S-____-___, etc.)
☑	**Projected Market Value of Development** at build-out (land and improvements).	
☑	**General Annexation Area Data:** Linear feet of public streets, total annexation area acreage, number of proposed residential units or square footage of commercial space, type of utility connections involved, specific land uses proposed.	
☑	**This application form** completed, dated and signed by the property owner(s) and attested **submitted by the deadlines noted in section B of this application**, page 2.	
Required, but often missing information. Please make sure to include the following:		
☑	**Correct Parcel Identification Number(s) (PIN).** Call Johnston County Geographic Information Services at 919-989-5153, if there is any question about the parcel identifier. **This is very important.** Please indicate if the property being requested for annexation is only a portion of an existing parcel.	
☑	**Owner's Signatures and Date of Signatures.** See page 3 of this application. All real property owners must sign the application, and the date of signature MUST be filled in!	
N/A	**Corporate Seal** for property owned by a corporation.	
☑	Rezoning Application, if the property is currently outside Town of Smithfield.	

Annexation Petition

Submittal Deadlines

Petitions for annexation are accepted by the Town of Smithfield Planning Department at any time. There is no fee required for submittal of an annexation petition. **The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the Town Clerk.**

(The Town of Smithfield reserves the right to make exceptions to this general processing schedule when necessary.)

Section C Summary Information / Metes and Bounds Descriptions

Development Project Name
TWIN CREEKS

Street Address
6054 BLACK CREEK ROAD SMITHFIELD, NC 27577

Town of Smithfield Subdivision approval #	**Building Permit Transaction #**	**Site Plan approval # for multi-family**
(S-_____-_____) or	_____ or	(SP-_____-_____-_____)

Johnston County Property Identification Number(s) list below

P.I.N. 167300-56-5565	**P.I.N.**	**P.I.N.**
P.I.N.	**P.I.N.**	**P.I.N.**

Acreage of Annexation Site 32.888 ACRES	**Linear Feet of Public Streets within Annexation Boundaries** 3,765 LF

Annexation site is requesting Town of Smithfield ☑ **Water** ☑ **and/or Sewer**

Number of proposed dwelling units

Type of Units: 91	**Single Family** 91	**Townhouse** ____	**Condo** ____	**Apartment** ____

Building Square Footage of Non-Residential Space

Specific proposed use (office, retail, warehouse, school, etc.)
Residential

Projected market value at build-out (land and improvements) $
23,660,000

Person to contact if there are questions about the petition

Name
MICHAEL STEWART, PE

Address
319 CHAPANOKE ROAD SUITE 106 RALEIGH, NC 27603

Phone	**Fax #**	**Email**
919-779-1855	919-779-1661	STEWARTPE@AOL.COM

Annexation Petition

State of North Carolina, County of Johnston, Petition of Annexation of Property to the Town of Smithfield, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the Town of Smithfield , North Carolina. **The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Unified Development Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

☐	**Contiguous** to the present corporate limits of the Town Of Smithfield, North Carolina, or
☒	**Not Contiguous** to the municipal limits of the Town of Smithfield, North Carolina, not closer to the limits of any other municipality and is located within three miles of the municipal limits of the Town of Smithfield, North Carolina (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967) ☐ ☐

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? ☑ Yes ☐ No

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this 2nd day of August, 2018 by the owners of the property described in Section C.

Owner's Signature(s)

Signature James A. Lucas, Jr. Date 8-2-18

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Corporate Seal

Print owner name(s) and information

Name NAVAHO INVESTMENT COMPANY LLC ~~Phone~~ OWNER JAMES A. LUCAS JR.

Address 4909 WESTERN BLVD, STE 200 RALEIGH, NC 27606

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

Above signature(s) attested by MICHAEL L. STEWART MM

Received by the Town of Smithfield, North Carolina, this _____ day of _____ 20_____, at a Council meeting duly held.

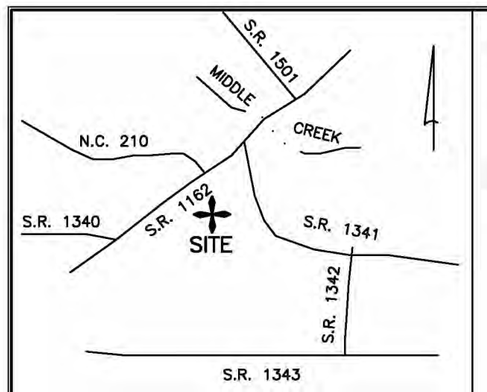
Signature of Town Clerk _____

Deed Description for Annexation

Lying and being situated in Johnston County, North Carolina and being more particularly described as follows:

Being that certain tract of land in Smithfield, Johnston County, North Carolina and lying between Black Creek Road (N.C.S.R. 1162) and Galilee Road (N.C.S.R. 1341) and being Tract "1" recorded in Deed Book 3276, Page 267 at the Johnston County Registry and being more particularly described as follows:

Beginning at an existing railroad spike in the center of Galilee Rd (N.C.S.R. 1341); thence leaving said road South 74º40'07" West 741.84 feet to an existing iron pipe; thence South 74º39'51" West 456.07 feet to an existing iron pipe; thence South 01º41'30" West 368.00 feet to an existing iron pipe; thence South 62º43'26" West 37.26 feet to a point; thence North 22º39'40" West 55.38 feet to a point; thence North 52º36'15" West 69.91 feet to a point; thence North 58º25'21" West 91.28 feet to a point; thence North 49º33'53" West 117.07 feet to a point; thence North 58º22'01" West 47.73 feet to an existing iron pipe; thence North 67º32'42" West 143.13 feet to a point; thence North 64º36'55" West 139.41 feet to an existing iron pipe; thence North 68º02'16" West 84.32 feet to an existing iron pipe; thence North 79º47'30" West 61.67 feet to an existing iron pipe; thence North 86º39'18" West 201.99 feet to a point; thence North 79º19'02" West 55.94 feet to a point, thence North 09º52'10" East 19.11 feet to a point; thence North 80º16'25" West 20.73 feet to a point; thence North 78º50'43" West 246.89 feet to an existing iron pipe; thence South 40º39'53" West 168.02 feet to an existing iron pipe; thence North 66º46'57" West 242.10 feet to an existing iron pipe; thence North 25º17'15" West 86.30 feet to an existing railroad spike in the center of Black Creek Road (N.C.S.R. 1162); thence with the center of said road South 64º08'00" West 210.91 feet to an existing railroad spike; thence leaving said road South 72º31'45" East 551.61 feet to an existing railroad spike in tree; thence South 44º07'00" East 1415.74 feet to an existing iron pipe; thence South 24º37'51" East 247.53 feet to an existing iron pipe; thence North 58º02'55" East 223.26 feet to an existing iron pipe; thence North 58º09'04" East 90.52 feet to a point in creek; thence along said creek North 00º09'10" West 242.70 feet; thence North 02º57'17" West 266.80; thence North 28º49'37" West 64.94 feet; thence North 10º56'25" West 93.95 feet; thence North 08º12'11" West 39.95 feet; thence leaving said creek North 35º19'16" East 142.44 to a point; thence North 74º31'13" East 1090.63 feet to an existing railroad spike in Galilee Road (N.C.S.R. 1341); thence along and with said road North 01º27'40" East 392.24 feet to the point and place of beginning and being a total of 33.01 acres to be annexed, of which 0.13 acres lies within the right-of-way of Black Creek Road (N.C.S.R. 1162) and 0.27 acres lies within the right-of-way of Galilee Road (N.C.S.R. 1341).



VICINITY MAP
(NOT TO SCALE)

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS
NORTH CAROLINA

FILED FOR REGISTRATION ON THE _____ DAY OF _____ (AM/PM)

AND DULY RECORDED IN PLAT CABINET _____, PAGE_____

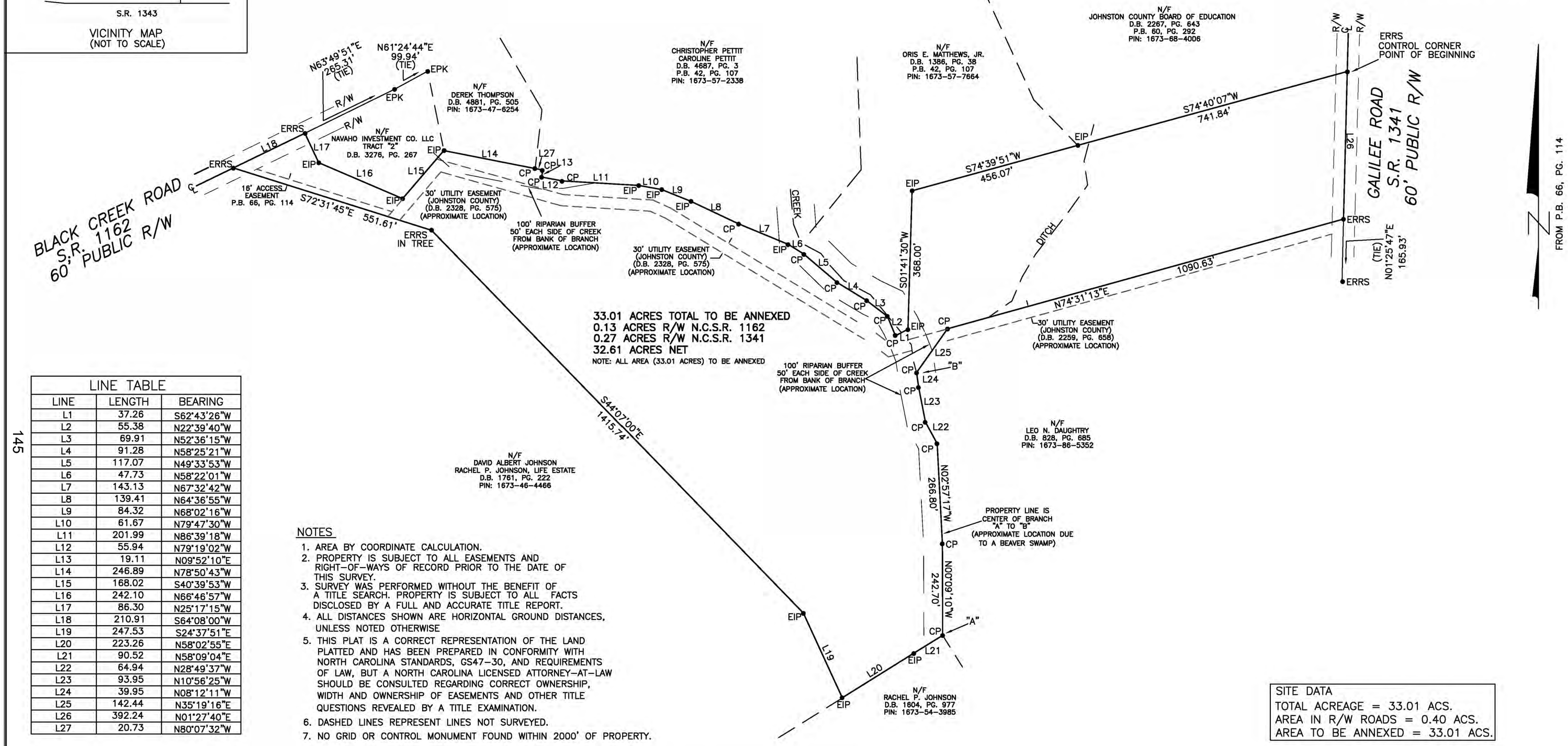
REGISTER OF DEEDS

NOTE: PRIOR TO ANY LAND DISTURBING ACTIVITIES OWNER SHOULD CONTACT N.C.D.E.N.R. (DWQ) TO VERIFY STREAM BUFFERS AND OTHER ENVIRONMENTAL CONCERNS.

THIS PROPERTY IS NOT LOCATED IN A F.E.M.A. 100 YEAR FLOOD HAZARD AREA.
REFERENCE: F.E.M.A. COMMUNITY PANEL NO. 3720186200K
DATE: 06-20-2018

LEGEND

EIP = EXISTING IRON PIPE
EIS = EXISTING IRON STAKE
ERB = EXISTING RE-BAR
EPK = EXISTING P.K. NAIL
CP = COMPUTED POINT (NOT FOUND OR SET)
IPS = IRON PIPE SET
N/F = NOW OR FORMERLY
R/W = RIGHT-OF-WAY
℄ = CENTERLINE OF ROAD



33.01 ACRES TOTAL TO BE ANNEXED
0.13 ACRES R/W N.C.S.R. 1162
0.27 ACRES R/W N.C.S.R. 1341
32.61 ACRES NET
NOTE: ALL AREA (33.01 ACRES) TO BE ANNEXED

LINE TABLE		
LINE	LENGTH	BEARING
L1	37.26	S62°43'26"W
L2	55.38	N22°39'40"W
L3	69.91	N52°36'15"W
L4	91.28	N58°25'21"W
L5	117.07	N49°33'53"W
L6	47.73	N58°22'01"W
L7	143.13	N67°32'42"W
L8	139.41	N64°36'55"W
L9	84.32	N68°02'16"W
L10	61.67	N79°47'30"W
L11	201.99	N86°39'18"W
L12	55.94	N79°19'02"W
L13	19.11	N09°52'10"E
L14	246.89	N78°50'43"W
L15	168.02	S40°39'53"W
L16	242.10	N66°46'57"W
L17	86.30	N25°17'15"W
L18	210.91	S64°08'00"W
L19	247.53	S24°37'51"E
L20	223.26	N58°02'55"E
L21	90.52	N58°09'04"E
L22	64.94	N28°49'37"W
L23	93.95	N10°56'25"W
L24	39.95	N08°12'11"W
L25	142.44	N35°19'16"E
L26	392.24	N01°27'40"E
L27	20.73	N80°07'32"W

NOTES

1. AREA BY COORDINATE CALCULATION.
2. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RIGHT-OF-WAYS OF RECORD PRIOR TO THE DATE OF THIS SURVEY.
3. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH. PROPERTY IS SUBJECT TO ALL FACTS DISCLOSED BY A FULL AND ACCURATE TITLE REPORT.
4. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES, UNLESS NOTED OTHERWISE
5. THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH NORTH CAROLINA STANDARDS, GS47-30, AND REQUIREMENTS OF LAW, BUT A NORTH CAROLINA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED REGARDING CORRECT OWNERSHIP, WIDTH AND OWNERSHIP OF EASEMENTS AND OTHER TITLE QUESTIONS REVEALED BY A TITLE EXAMINATION.
6. DASHED LINES REPRESENT LINES NOT SURVEYED.
7. NO GRID OR CONTROL MONUMENT FOUND WITHIN 2000' OF PROPERTY.

SITE DATA
TOTAL ACREAGE = 33.01 ACS.
AREA IN R/W ROADS = 0.40 ACS.
AREA TO BE ANNEXED = 33.01 ACS.

I, Herbert H. Proctor Jr., certify that this survey is an existing parcel of land and does not create a new street or change an existing street.

I, Herbert H. Proctor Jr., certify that this survey is an existing parcel of land and does not create a new street or change an existing street.

I, Herbert H. Proctor Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of precision as calculated by latitudes and departures is 1/ 10,000 +; that the boundaries not surveyed are shown as broken lines plotted from information found in Book _____ page _____; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 1ST day of AUGUST, 2018.

NORTH CAROLINA PROFESSIONAL SEAL L-3621 LAND SURVEYOR HERBERT H. PROCTOR, JR.

Professional Land Surveyor L-3621

NOTE:
NO DETERMINATION HAS BEEN MADE BY THE SURVEYOR AS TO THE EXISTENCE OF THE FOLLOWING.

- WETLANDS
- UNDER GROUND UTILITIES
- UNDER GROUND STORAGE FACILITIES
- CEMETERIES OR BURIAL GROUNDS
- HAZARDOUS WASTE

REFERENCES
DEED BOOK 3276, PAGE 267
PLAT BOOK 66, PAGE 114
ALL DEEDS AND PLATS SHOWN ON SURVEY
JOHNSTON COUNTY GIS

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, _____, REVIEW OFFICER OF JOHNSTON COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

GRAPHIC SCALE
200 0 100 200 400
1 inch = 200 ft.

PRELIMINARY PLAT. NOT FOR RECORDATION, SALES OR CONVEYANCES.

ANNEXATION PLAT FOR

STEWART-PROCTOR, PLLC ENGINEERING and SURVEYING (LICENSE NUMBER P-0148) 319 CHAPANOKE ROAD SUITE 106 RALEIGH, NC 27603 TEL. 919 779-1855 FAX 919 779-1661	OWNER: NAVAHO INVESTMENT CO. LLC 4909 WESTERN BLVD. RALEIGH, N.C. 27606	NAVAHO INVESTMENT COMPANY, LLC TRACT "1" SOURCE OF TITLE: DEED BOOK 3276, PAGE 267 IN THE JOHNSTON COUNTY REGISTRY	
DATE: 08/01/2018	SURVEYED BY	JOB	SMITHFIELD TOWNSHIP / NORTH CAROLINA
SCALE 1"=200'	DRAWN BY	DWG. NO. JJ-SMITHFIELD REZONE200SCALE"	JOHNSTON COUNTY / PROPERTY ADDRESS: 6054 BLACK CREEK ROAD
			ZONED: AR AND R-20A / PIN: 1673-56-5565

Response to Question 1

JOHNSTON COUNTY
NORTH • CAROLINA

*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.

Result 1

id:	167300-56-5565
Tag:	15I09011B
NCPin:	167300-56-5565
Mapsheet No:	1673
Owner Name 1:	NAVAHO INVESTMENT COMPANY LLC
Owner Name 2:	
Mail Address 1:	4909 WESTERN BLVD, STE 200
Mail Address 2:	
Mail Address 3:	RALEIGH, NC 27606-0000
Site Address 1:	6054 BLACK CREEK RD
Site Address 2:	SMITHFIELD, NC 27577-
Book:	03276
Page:	0267
Market Value:	204750
Assessed Acreage:	32.79
Calc. Acreage:	32.79
Sales Price:	0
Sale Date:	2007-01-26

Scale: 1:8518 - 1 in. = 709.85 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)

Johnston County GIS
September 6, 2018

Response to Questions 2 & 3

Prepared by: Pope & Pope, Attorneys at Law, P.A. (No Title Search or Closing Performed)
PO Box 790, Angier, N.C. 27501
File No. 06-544
Parcel ID: 15I09011B

STATE OF NORTH CAROLINA)
) **WARRANTY DEED**
COUNTY OF JOHNSTON)

This INDENTURE is made this 19th day of January, 2007, by and between **Cheyenne Developers, LLC,** a North Carolina Limited Liability Company whose address is PO Box 310, Angier, NC 27501; **Marvin L. Smith and wife, Helen P. Smith,** whose address is 2507 Crestline Drive, Raleigh, NC 27603 and **James A. Lucas, Jr. and wife, Dubba Lucas,** whose address is 7412 Chapel Hill Road, Raleigh, NC 27607, Grantor; and **Navaho Investment Company, LLC,** a North Carolina Limited Liability Company, whose address is PO Box 310, Angier, NC 27501, Grantee.

WITNESSETH:

WHEREAS Grantor for and in consideration of the Sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does hereby give, grant, bargain, sell and convey unto the Grantee his heirs and assigns in fee simple, that certain piece, parcel or tract of land situated, lying and being in Smithfield Township, Johnston County, North Carolina, and more particularly described as follows:

Tract No. 1:

BEING all of that certain tract or parcel containing 32.996 acres, more or less as shown on map of survey entitled, "Recombination Map – Surveyed for William Frank Lee and wife, Tina S. Lee" dated 03/30/05 by Byrd Surveying, P.A. and recorded in Map Book 66, Page 114, Johnston County Registry, reference to which is hereby made for greater accuracy of description.

The above described property is composed of the following tracts of land: (1) BEING all of all of Tract Nos. 1 and 3 described in warranty deed dated 05/17/02 from Tommy W. Stancil et ux to William Frank Lee et ux recorded in Deed Book 2231, Page 819, Johnston County Registry, and (2) BEING all of that property conveyed from N. Leo Daughtry to William Frank Lee et ux by quitclaim deed dated 2873, Page 200, Johnston County Registry, to which is hereby made for greater accuracy of description and which is incorporated herein by reference.

For further chain of title information see: Deed Book 2231, Page 819; Deed Book 656, Page 625; Book T#12, Page 9; Estate of A.G. Jones who died circa 1940; Deed Book 2873, Page 200; Deed Book 925, Page 569; Deed Book 828, Page 685; Deed Book 240, Page 84; Map Book 66, Page 114; Map Book 66, Page 113; Map Book 1, Page 182, Johnston County Registry

The above described property is conveyed subject to the following:
1. Easement in favor of Carolina Telephone & Telegraph Company recorded in Book 516, Page 319.

the centerline of NCSR 1162 "Black Creek Road" North 63 deg. 51 min. 59 sec. East 265.01 feet to a p.k. nail; thence as the centerline of NCSR 1162 "Black Creek Road" North 61 deg. 21 min. 38 sec. East 99.95 feet to a p.k. nail a common corner with property now or formerly Raymond H. Walker et ux recorded in Deed Book 1579, Page 323; thence as the Walker line South 11 deg. 29 min. 47 sec. East 214.95 feet to "large poplar" tree and a common corner with that 32.996 acre tract described on map of survey recorded in Map Book 66, Page 114, Johnston County Registry; thence as a common line with the 32.996 acre tract the following courses and distances: (1) South 40 deg. 28 min. 08 sec. West 167.89 feet to a point; thence (2) North 66 deg. 43 min. 24 sec. West 242.34 feet to a point; thence (3) North 25 deg. 19 minutes 35 sec. West 86.25 feet to an existing R.R. Spike and being the POINT AND PLACE OF BEGINNING and containing 1.50 acres, more or less, and is depicted on map of survey for William Frank Lee and wife, Tina S. Lee recorded in Map Book 66, Page 114, Johnston County Registry.

The above described legal description is further described as being all of Tract Nos. 1 and 2 described in warranty deed dated 02/24/04 from the Estate of Leonard Woodrow Stancil et als to William Frank Lee et ux recorded in Deed Book 2640, Page 137, Johnston County Registry, to which is hereby made for greater accuracy of description and which is incorporated herein by reference. For further reference see: Deed Book 518, Page 557; Deed Book 742, Page 431.

The herein described lands are conveyed to and accepted by the Grantees subject to all other easements, rights-of-way and restrictions shown on said map and listed on the public record.

This conveyance is expressly made subject to the lien created by Grantor's real 2007 Johnston County ad valorem taxes for said lot.

TO HAVE AND TO HOLD the above described lands and premises, together with all appurtenances thereunto belonging, or in anyway appertaining, unto the Grantees, their heirs, successors and assigns forever, but subject always, however, to the reservation(s) set forth above.

AND the said Grantor, party of the first part, covenants to and with said Grantee, party of the second part, his heirs, successors, administrators and assigns that it is lawfully seized in fee simple of said lands and premises, and has full right and power to convey the same to the Grantees in fee simple (but subject, however, to the limitations set out above) and that said lands and premises are free from any and all encumbrances, except as set forth above, and that itself and its successors and assigns shall forever warrant and defend the title to the same lands and premises, together with the appurtenances thereunto appertaining, unto the Grantee, his heirs, successors, administrators and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officer and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.
IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officer and its seal to be hereunto affixed by authority of its Board of Trustees, the day and year first above written.

SEE EXHIBITS A thru C for Signature Pages

Exhibit B

Marvin L. Smith (Seal)
Marvin L. Smith

Helen P. Smith (Seal)
Helen P. Smith

STATE OF NORTH CAROLINA
COUNTY OF Johnston

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Marvin L. Smith.

Witness my hand and official stamp or seal, this the 19th day of January, 2007.

(Seal/Stamp) LINDA B. BOWLING NOTARY PUBLIC My Comm. Exp. 5-25-09 JOHNSTON COUNTY, N.C.

Linda B. Bowling
Notary Public

My Commission Expires: 5-25-09

STATE OF NORTH CAROLINA
COUNTY OF Johnston

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Helen P. Smith.

Witness my hand and official stamp or seal, this the 19th day of January, 2007.

(Seal/Stamp) LINDA B. BOWLING NOTARY PUBLIC My Comm. Exp. 5-25-09 JOHNSTON COUNTY, N.C.

Linda B. Bowling
Notary Public

My Commission Expires: 5-25-09

Exhibit C

James A. Lucas, Jr. (Seal)
James A. Lucas, Jr.

Dubba Lucas (Seal)
Dubba Lucas

STATE OF NORTH CAROLINA
COUNTY OF Johnston

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: James A. Lucas, Jr.

Witness my hand and official stamp or seal, this the 19th day of January, 2007.

(Seal/Stamp)

LINDA B. BOWLING NOTARY PUBLIC My Comm. Exp. 5-25-09 JOHNSTON COUNTY, N.C.

Linda B. Bowling
Notary Public

My Commission Expires: 5-25-09

STATE OF NORTH CAROLINA
COUNTY OF Johnston

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Dubba Lucas.

Witness my hand and official stamp or seal, this the 19th day of January, 2007.

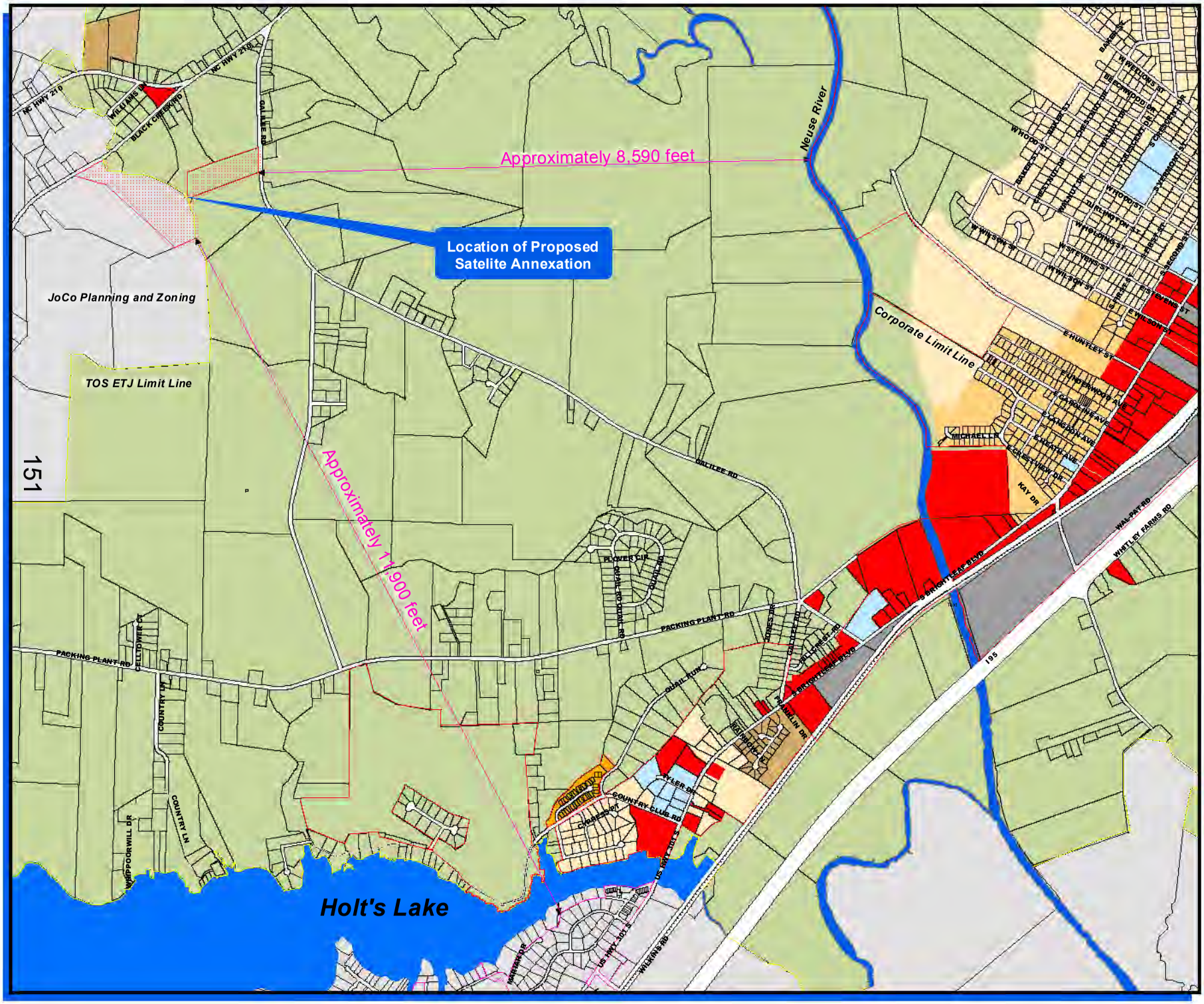
(Seal/Stamp)

LINDA B. BOWLING NOTARY PUBLIC My Comm. Exp. 5-25-09 JOHNSTON COUNTY, N.C.

Linda B. Bowling
Notary Public

My Commission Expires: 5-25-09

Non Contiguous Annexation



SMITHFIELD NORTH CAROLINA

Project Name:
Twin Creeks Annexation

Proposed Use:
Single Family Dwellings

File Number:
ANX-18-01

Property Owner:
James A. Lucas

Applicant:
Michael Stewart, PE

Location:
Black Creek Road

Tax ID#
15I09011B

Zoning District:
JoCo AR (Agriculture-Residential) & TOS R-20A (Residential-Agriculture)

Map created by the
Mark E. Helmer, AICP
Senior Planner,
GIS Specialist
on 9/13/2018

Legend

- Four Oaks City Limits
- TOS ETJ Limit Line
- TOS City Limits

1 inch = 2,000 feet

Response to Questions 4 & 5

From: Chief R.K. Powell <rkpowell@smithfieldpd.org>
Sent: Friday, September 07, 2018 1:15 PM
To: Shannan Parrish
Subject: RE: Annexation Petition

Follow Up Flag: Follow up
Flag Status: Flagged

The police department will be able to cover calls but at some point additional officers may have to be added to assist with the additional calls that will result from a larger patrol area.

From: Shannan Parrish [mailto:shannan.parrish@smithfield-nc.com]
Sent: Thursday, September 06, 2018 10:45 AM
To: Lenny Branch; John Blanton; Keith Powell; Ted Credle
Subject: Annexation Petition
Importance: High

Gentlemen,
In order for me to certify the annexation petition for Navaho Investments, I have to answer the following question:

The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its corporate limits;

Please send me an email (so I have backup documentation for the October agenda) stating that your Department can provide the same services as we do in the town limits. If you feel that we cannot provide the same services, please indicate why.

Thank you and Have a great day,

Shannan L. Parrish

Shannan L. Parrish, CMC, NCCMC
Town Clerk
Town of Smithfield
PO Box 761/ 350 East Market Street
Smithfield, NC 27577
Phone: 919.934.2116 ext. 1108
Fax: 919.989.8937

From: John Blanton
Sent: Thursday, September 06, 2018 11:32 AM
To: Shannan Parrish
Cc: Jeremey Daughtry
Subject: Re: Annexation Petition

Shannan,

In reference to the Twin Creeks property, the Smithfield Fire Department currently serves this area as it is within our fire district. There would be no change of service needed from our department.

Thank you,
John Blanton
Fire Chief
Smithfield Fire Department
Smithfield, N.C. 27577
919-934-2468 ext. 1234

From: Shannan Parrish
Sent: Thursday, September 6, 2018 10:45 AM
To: Lenny Branch; John Blanton; Keith Powell; Ted Credle
Subject: Annexation Petition

Gentlemen,
In order for me to certify the annexation petition for Navaho Investments, I have to answer the following question:

The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its corporate limits;

Please send me an email (so I have backup documentation for the October agenda) stating that your Department can provide the same services as we do in the town limits. If you feel that we cannot provide the same services, please indicate why.

Thank you and Have a great day,

Shannan L. Parrish

Shannan L. Parrish, CMC, NCCMC
Town Clerk
Town of Smithfield
PO Box 761/ 350 East Market Street

From: Ted Credle
Sent: Thursday, September 06, 2018 11:04 AM
To: Shannan Parrish
Subject: Re: Annexation Petition

I can provide the same services we do for others in West Smithfield.

Ted

Get Outlook for Android

From: Shannan Parrish
Sent: Thursday, September 6, 2018 10:45:22 AM
To: Lenny Branch; John Blanton; Keith Powell; Ted Credle
Subject: Annexation Petition

Gentlemen,
In order for me to certify the annexation petition for Navaho Investments, I have to answer the following question:

The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its corporate limits;

Please send me an email (so I have backup documentation for the October agenda) stating that your Department can provide the same services as we do in the town limits. If you feel that we cannot provide the same services, please indicate why.

Thank you and Have a great day,

Shannan L. Parrish

Shannan L. Parrish, CMC, NCCMC
Town Clerk
Town of Smithfield
PO Box 761/ 350 East Market Street
Smithfield, NC 27577
Phone: 919.934.2116 ext. 1108
Fax: 919.989.8937

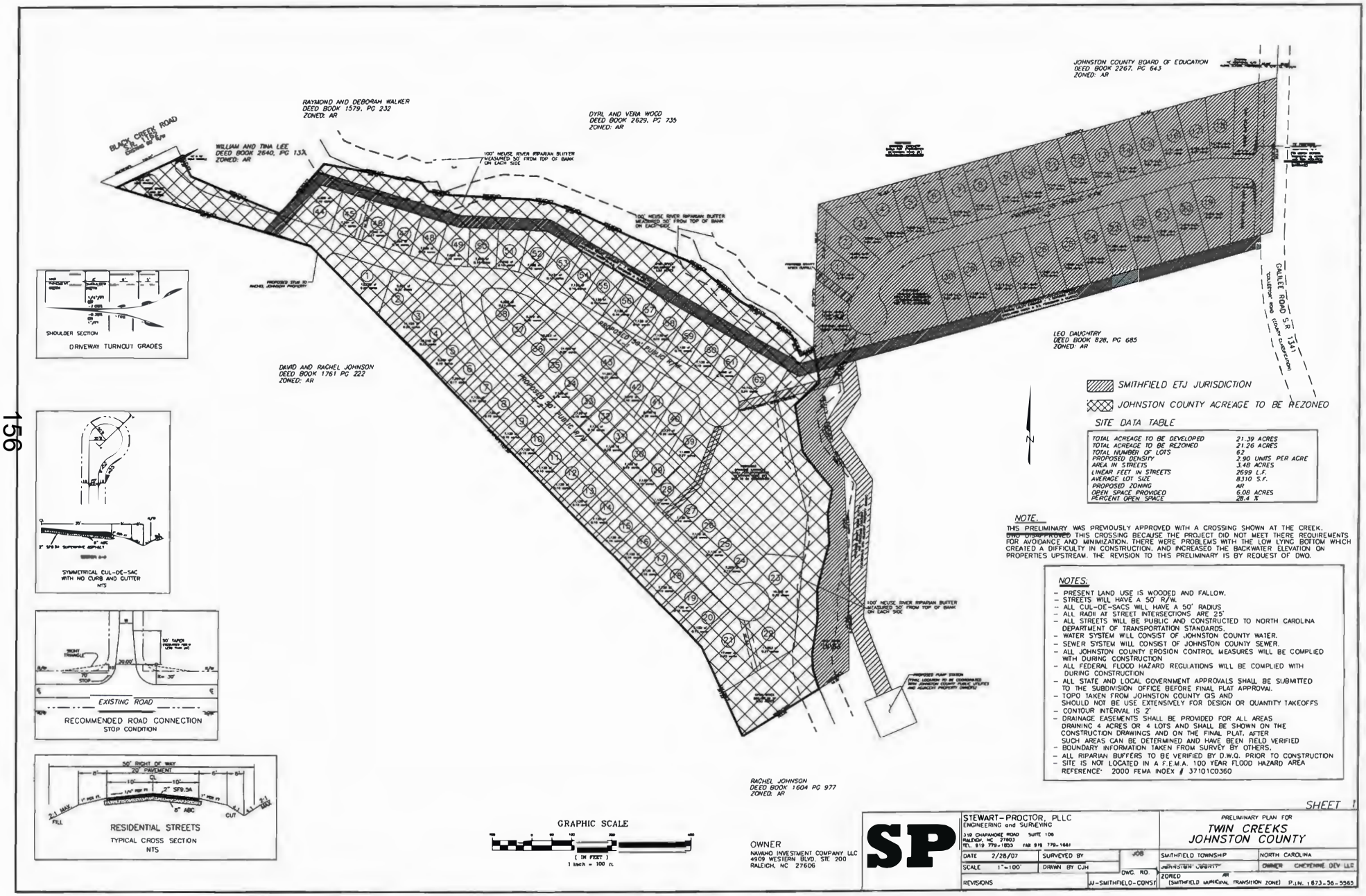
From: Lawrence Davis
Sent: Wednesday, September 19, 2018 10:38 AM
To: Shannan Parrish
Cc: Lawrence Davis
Subject: RE: Annexation Petition

Public Works Department currently estimates 4,100 residents with sanitation services .
The addition annexation of Twin Creeks for us can be feasible. It would be a slight increase of our budget:

1. $85.00 per roll out containers per household.
2. Increase for Johnston County Landfill Tipping fees.
3. Increase for fuel cost.
4. No addition man power.

Lawrence D. Davis

Lawrence D. Davis, Public Works
Superintendent 231 Hospital Rd.
Smithfield, NC 27577
(919) 989-6570 Office



Response to Question 7

Response to Question #8

After review of NCGS 160A-58.1, it was discovered the Town of Smithfield is exempt from the 10% rule for non-contiguous annexation. The Town Clerk confirmed this information with Frayda Bluestein with the UNC School of Government. See below the highlighted portion of the statute.

160A-58.1. Petition for annexation; standards.

(a) Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, a city may annex an area not contiguous to its primary corporate limits when the area meets the standards set out in subsection (b) of this section. The petition need not be signed by the owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina, nor by railroad companies, public utilities as defined in G.S. 62-3(23), or electric or telephone membership corporations. A petition is not valid in any of the following circumstances:

(1) It is unsigned.

(2) It is signed by the city for the annexation of property the city does not own or have a legal interest in. For the purpose of this subdivision, a city has no legal interest in a State-maintained street unless it owns the underlying fee and not just an easement.

(3) It is for the annexation of property for which a signature is not required and the property owner objects to the annexation.

(b) A noncontiguous area proposed for annexation must meet all of the following standards:

(1) The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city.

(2) No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city, except as set forth in subsection (b2) of this section.

(3) The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.

(4) If the area proposed for annexation, or any portion thereof, is a subdivision as defined in G.S. 160A-376, all of the subdivision must be included.

(5) The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed

ten percent (10%) of the area within the primary corporate limits of the annexing city.

This subdivision does not apply to the Cities of Belmont, Claremont, Concord, Conover, Durham, Elizabeth City, Gastonia, Greenville, Hickory, Kannapolis, Locust, Marion, Mount Airy, Mount Holly, New Bern, Newton, Oxford, Randleman, Roanoke Rapids, Rockingham, Sanford, Salisbury, Southport, Statesville, and Washington and the Towns of Ahoskie, Angier, Apex, Ayden, Benson, Bladenboro, Bridgeton, Burgaw, Calabash, Catawba, Clayton, Columbia, Columbus, Cramerton, Creswell, Dallas, Dobson, Four Oaks, Franklin, Fuquay-Varina, Garner, Godwin, Granite Quarry, Green Level, Grimesland, Harrisburg, Holly Ridge, Holly Springs, Hookerton, Hope Mills, Huntersville, Jamestown, Kenansville, Kenly, Knightdale, Landis, Leland, Lillington, Louisburg, Maggie Valley, Maiden, Mayodan, Maysville, Middlesex, Midland, Mocksville, Morrisville, Mount Pleasant, Nashville, Oak Island, Ocean Isle Beach, Pembroke, Pine Level, Princeton, Ranlo, Richlands, Rolesville, Rutherfordton, Shallotte, Siler City, **Smithfield,** Spencer, Spring Lake, Stem, Stovall, Surf City, Swansboro, Taylorsville, Troutman, Troy, Wallace, Warsaw, Watha, Waynesville, Weldon, Wendell, Wilson's Mills, Windsor, Yadkinville, and Zebulon.

(b1) Repealed by Session Laws 2004-203, ss. 13(a) and 13(d), effective August 17, 2004.

(b2) A city may annex a noncontiguous area that does not meet the standard set out in subdivision (b)(2) of this section if the city has entered into an annexation agreement pursuant to Part 6 of this Article with the city to which a point on the proposed satellite corporate limits is closer and the agreement states that the other city will not annex the area but does not say that the annexing city will not annex the area. The annexing city shall comply with all other requirements of this section.

(c) The petition shall contain the names, addresses, and signatures of all owners of real property within the proposed satellite corporate limits (except owners not required to sign by subsection (a)), shall describe the area proposed for annexation by metes and bounds, and shall have attached thereto a map showing the area proposed for annexation with relation to the primary corporate limits of the annexing city. When there is any substantial question as to whether the area may be closer to another city than to the annexing city, the map shall also show the area proposed for annexation with relation to the primary corporate limits of the other city. The city council may prescribe the form of the petition.

(d) A city council which receives a petition for annexation under this section may by ordinance require that the petitioners file a signed statement declaring whether

or not vested rights with respect to the properties subject to the petition have been established under G.S. 160A-385.1 or G.S. 153A-344.1. If the statement declares that such rights have been established, the city may require petitioners to provide proof of such rights. A statement which declares that no vested rights have been established under G.S. 160A-385.1 or G.S. 153A-344.1 shall be binding on the landowner and any such vested rights shall be terminated. (1973, c. 1173, s. 2; 1989 (Reg. Sess., 1990), c. 996, s. 4; 1997-2, s. 1; 2001-37, s. 1; 2001-72, s. 1; 2001-438, s. 1; 2002-121, s. 1; 2003-30, s. 1; 2004-203, s. 13(a), (c); 2004-57, s. 1; 2004-99, s. 1; 2004-203, ss. 13(a)-(d); 2005-52, s. 1; 2005-71, s. 1; 2005-79, s. 1; 2005-173, s. 1; 2005-433, s. 9; 2006-62, s. 1; 2006-122, s. 1; 2006-130, s. 1; 2007-17, s. 1; 2007-26, ss. 1, 2(a); 2007-62, s. 1; 2007-225, s. 1; 2007-311, s. 1; 2007-342, s. 1; 2008-24, s. 1; 2008-30, s. 1; 2009-40, s. 2; 2009-53, s. 1; 2009-111, s. 1; 2009-156, s. 1; 2009-298, s. 1; 2009-323, s. 1; 2011-57, s. 1; 2012-96, s. 1; 2013-248, s. 1; 2014-30, s. 2(a); 2015-80, s. 1; 2015-81, s. 2(a); 2015-172, s. 2; 2016-48, s. 2.)

TOWN OF SMITHFIELD
RESOLUTION # 628 (15-2018)
FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-58.2

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, the Town Council has by Resolution # 625 (12-20180 directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1: A public hearing on the question of annexation of the non-contiguous area described herein will be held in the Council Chambers of the Town Hall located at 350 East Market Street, Smithfield North Carolina at 7:00 pm on November 6, 2018.

Section 2: The area proposed for annexation is described as follows:

> Lying and being situated in Johnston County, North Carolina and being more particularly described as follows:
>
> Being that certain tract of land in Smithfield, Johnston County, North Carolina and lying between Black Creek Road (N.C.S.R. 1162) and Galilee Road (N.C.S.R. 1341) and being Tract "1" recorded in Deed Book 3276, Page 267 at the Johnston County Registry and being more particularly described as follows:
>
> Beginning at a point on the western right-of-way of Galilee Rd (N.C.S.R. 1341); thence leaving said right-of-way South 74º40'07" West 710.50 feet to an existing iron pipe; thence South 74º39'51" West 456.07 feet to an existing iron pipe; thence South 01º41'30" West 368.00 feet to an existing iron pipe; thence South 62º43'26" West 37.26 feet to a point; thence North 22º39'40" West 55.38 feet to a point; thence North 52º36'15" West 69.91 feet to a point; thence North 58º25'21" West 91.28 feet to a point; thence North 49º33'53" West 117.07 feet to a point; thence North 58º22'01" West 47.73 feet to an existing iron pipe;

thence North 67º32’42” West 143.13 feet to a point; thence North 64º36’55” West 139.41 feet to an existing iron pipe; thence North 68º02’16” West 84.32 feet to an existing iron pipe; thence North 79º47’30” West 61.67 feet to an existing iron pipe; thence North 86º39’18” West 201.99 feet to a point; thence North 79º19’02” West 55.94 feet to a point, thence North 09º52’10” East 19.11 feet to a point; thence North 80º16’25” West 20.73 feet to a point; thence North 78º50’43” West 246.89 feet to an existing iron pipe; thence South 40º39’53” West 168.02 feet to an existing iron pipe; thence North 66º46’57” West 242.10 feet to an existing iron pipe; thence North 25º17’15” West 56.30 feet to a point on the eastern right-of-way of Black Creek Road (N.C.S.R. 1162); thence along and with said right-of-way South 64º08’00” West 178.81 feet to a point on said right-of-way; thence leaving said right-of-way South 72º31’45” East 507.90 feet to an existing railroad spike in tree; thence South 44º07’00” East 1415.74 feet to an existing iron pipe; thence South 24º37’51” East 247.53 feet to an existing iron pipe; thence North 58º02’55” East 223.26 feet to an existing iron pipe; thence North 58º09’04” East 90.52 feet to a point in creek; thence along said creek North 00º09’10” West 242.70 feet; thence North 02º57’17” West 266.80; thence North 28º49’37” West 64.94 feet; thence North 10º56’25” West 93.95 feet; thence North 08º12’11” West 39.95 feet; thence leaving said creek North 35º19’16” East 142.44 to a point; thence North 74º31’13” East 1059.27 feet to a point on the western right-of-way of Galilee Road (N.C.S.R. 1341); thence along and with said right-of-way North 01º27’40” East 392.33 feet to the point and place of beginning and being a total of 32.61 acres to be rezoned.

Section 3: Notice of the public hearing shall be published once in the News and Observer Zone Edition, a newspaper having general circulation in the Town of Smithfield, at least ten (10) days prior to the date of the public hearing.

Adopted this the 2nd day of October, 2018.

_____

M. Andy Moore, Mayor

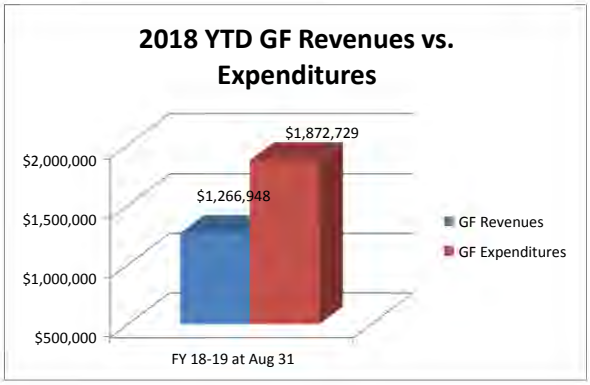
ATTEST:

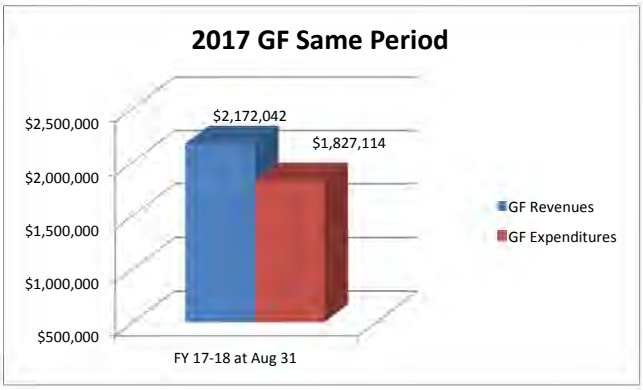
_____

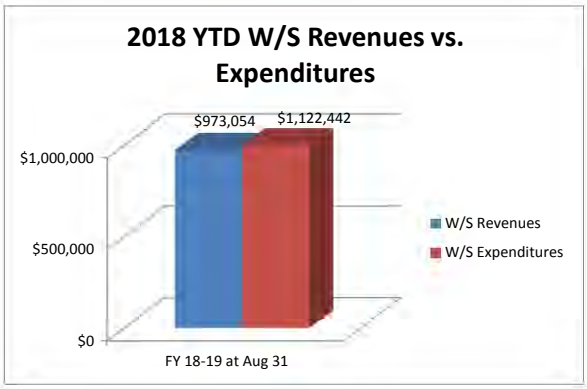
Shannan L. Parrish, Town Clerk

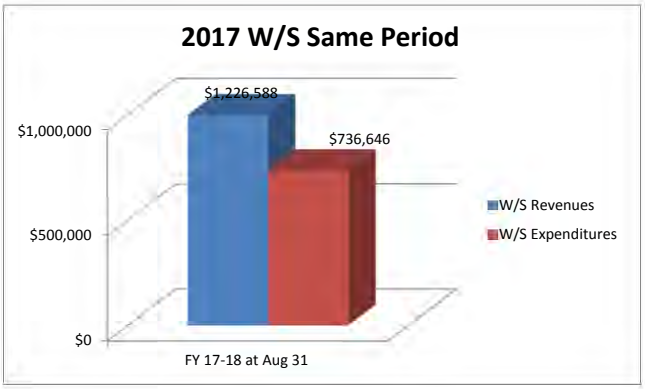
Financial Report

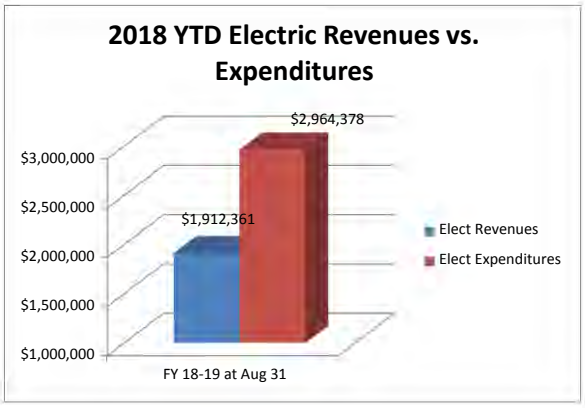
Town of Smithfield
Revenues vs. Expenditures

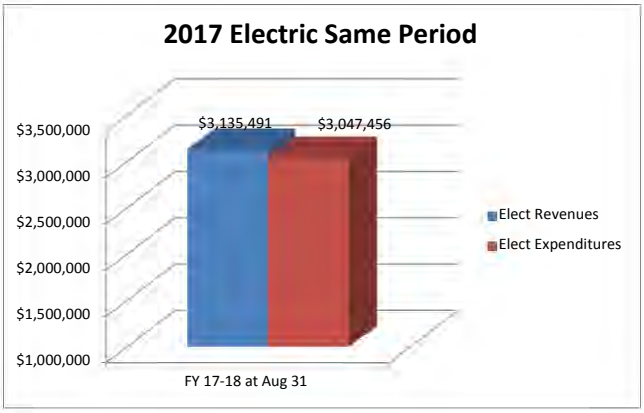












TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
August, 2018
Gauge: 2/12 or 16.7 Percent **16.70%**

GENERAL FUND

Revenues	Frequency	Actual FY '17-18	Budget FY '18-19	Actual to Date FY '18-19	YTD % Collected
Current & Prior Year Property Taxes	Monthly	$ -	$ 5,663,000	$ 595,070	10.51%
Motor Vehicle Taxes	Monthly	-	515,000	99,378	19.30%
Utility Franchise Taxes	Quarterly	-	975,000	-	0.00%
Local Option Sales Taxes	Monthly	-	2,200,000	-	0.00%
Aquatic and Other Recreation	Monthly	-	877,500	155,538	17.73%
Sanitation	Monthly	-	1,305,500	139,942	10.72%
All Other Revenues		-	1,324,996	277,020	20.91%
Loan Proceeds		-	88,500	-	0.00%
Transfers (Electric and Fire Dist.)		-	261,614	-	0.00%
Fund Balance Appropriated		-	1,336,337	-	0.00%
Total		$ -	$ 14,547,447	$ 1,266,948	8.71%

Expenditures	Actual FY '17-18	Budget FY '18-19	Actual to Date FY '18-19	YTD % Collected
General Gov.-Governing Body	$ -	$ 463,406	$ 54,764	11.82%
Non Departmental	-	840,906	235,642	28.02%
Debt Service	-	1,003,781	180,826	18.01%
Finance	-	105,501	12,838	12.17%
Planning	-	646,927	81,211	12.55%
Police	-	3,790,500	466,527	12.31%
Fire	-	2,106,953	222,907	10.58%
EMS	-	-	-	#DIV/0!
General Services/Public Works	-	546,914	80,807	14.78%
Streets	-	905,643	61,504	6.79%
Motor Pool/Garage	-	92,582	9,906	10.70%
Powell Bill	-	582,725	8,886	1.52%
Sanitation	-	1,116,768	143,102	12.81%
Parks and Rec	-	999,271	134,547	13.46%
SRAC	-	969,779	176,155	18.16%
Sarah Yard Center		40,600	3,107	7.65%
Contingency	-	335,191	-	0.00%
Appropriations/Contributions	-	-	-	0.00%
Total	$ -	$ 14,547,447	$ 1,872,729	12.87%

YTD Fund Balance Increase (Decrease)	-	-

16.70%

WATER AND SEWER FUND

Revenues	Actual FY '17-18	Budget FY '18-19	Actual to Date FY '18-19	YTD % Collected
Water Charges	$ -	$ 2,852,000	$ 305,184	10.70%
Water Sales (Wholesale)	-	$ 1,200,000	$ 176,351	14.70%
Sewer Charges	-	3,800,000	472,196	12.43%
Tap Fees	-	13,000	-	0.00%
All Other Revenues (Includes Grants)	-	599,000	19,323	3.23%
Loan Proceeds	-	-	-	#DIV/0!
Fund Balance Appropriated	-	626,432	-	0.00%
Total	$ -	$ 9,090,432	$ 973,054	10.70%

Expenditures	Actual FY '17-18	Budget FY '18-19	Actual to Date FY '18-19	YTD % Collected
Water Plant (Less Transfers)	$ -	$ 1,811,936	$ 332,467	18.35%
Water Distribution/Sewer Coll (Less Transfers)	-	4,231,837	520,037	12.29%
Transfer to General Fund	-	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	1,467,000	-	0.00%
Debt Service	-	1,382,896	269,938	19.52%
Contingency	-	196,763	-	0.00%
Total	$ -	$ 9,090,432	$ 1,122,442	12.35%

ELECTRIC FUND

Revenues	Actual FY '17-18	Budget FY '18-19	Actual to Date FY '18-19	YTD % Collected
Electric Sales	$ -	$ 16,400,000	$ 1,860,567	11.34%
Penalties	-	320,000	22,983	7.18%
All Other Revenues	-	54,000	28,811	53.35%
Loan Proceeds	-	-	-	
Fund Balance Appropriated	-	120,075	-	
Total	$ -	$ 16,894,075	$ 1,912,361	11.32%

Expenditures	Actual FY '17-18	Budget FY '18-19	Actual to Date FY '18-19	YTD % Collected
Administration/Operations	$ -	$ 2,190,899	$ 351,543	16.05%
Purchased Power - Non Demand	-	12,600,000	912,750	7.24%
Purchased Power - Demand	-	-	1,164,804	#DIV/0!
Purchased Power - Debt	-	-	192,696	#DIV/0!
Debt Service	-	359,972	342,585	95.17%
Capital Outlay	-	-	-	

Contingency	-	441,990	-	
Transfers to Electric Capital Proj Fund		1,215,000	-	
Transfer to Electric Capital Reserve		-	-	
Transfers to General Fund	-	86,214	-	0.00%
Total	$ -	$ 16,894,075	$ 2,964,378	17.55%

CASH AND INVESTMENTS				
General Fund (Includes P. Bill)	9,831,440			
Water and Sewer Fund	6,736,471			Interest Rate
Eletric Fund*	9,681,022			
Booker Dairy Road Fund (44)	448,611			
Capital Project Fund: Wtr/Sewer (45)	263,777	1st CITIZENS	20,671,261	0.20%
Capital Project Fund: General (46)	211,521	NCCMT	2,302,897	1.960%
Capital Project Fund: Electric (47)	529,904	STIFEL	-	Market
Firemen Relief Fund (50)	130,916	KS BANK	3,728,135	1.75%
Fire District Fund (51)	27,120	FOUR OAKS	1,290,135	0.85%
JB George Endowment (40)	131,646	PNC BANK	-	0.00%
Total	$ 27,992,428		$ 27,992,428	

*Plug

Account Balances Confirmed By Finance Director on 8/24/2018

Department Reports

FINANCE DEPARTMENTAL REPORT FOR AUGUST, 2018

SUMMARY OF ACTIVITIES:

Daily Collections/Property Taxes/Other…….	$3,403,830
Franchise Tax……..	
Sales & Use Tax……..	225,152
Powel Bill……...	0
Total Revenue	**$3,628,982**

Expenditures: General, Water, Electric and Firemen's Fund….. $2,278,293

FINANCE:

- Compiled and submitted monthly retirement report on 8/31/18
- Issued 582 purchase orders
- Processed 871 vendor invoices for payment and issued 530 accounts payable checks
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll taxes on 8/10/2018 and 8/24/2018
- Issued 2 new privilege licenses (new law change in effect 7/1/2015)
- Issued 0 peddler license
- Collected $0.00 on past due privilege license fees. **NOTE**: Total collected now at $10,714. The past due collections are the result of mailing some 287 past due notices to local businesses. Approximately 40 second notices were sent
- Sent 0 notices for grass cutting
- Collected $440 in grass cutting invoices. Total collected to date is $7,946
- Processed 18 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total $32,932.10 (EMS = $11,234.49; SRAC = $6,320.24; Utility= $14,901.90; and Other = $475.47).
- Invoiced six (6) grave openings for a total of $4,200
- Invoiced Smithfield Housing Authority, Johnston Community College, Johnston County Schools and Neuse Charter School for Police Security
- Paid $0 to First Citizens Bank for bank fees in June and July
- Paid $5,024.29 to PNC Bank for credit/debit card fees
- Accounts Payable Clerk cross trained in Payroll on August 22, 2018
- Payroll Clerk cross trained for Accounts Payable on August 23, 2018

FINANCE DIRECTOR

- Attended Town Council Meeting on August 7, 2018
- Discovered and corrected utility penalty issue August 8, 2018. Utility accounts with pending payments in one of our two billing cycles were still receiving penalties
- Submitted loan application for ladder fire truck to USDA with multiple attachments
- Prepared and submitted annual Powell Bill Expenditures Report on August 1, 2018
- Underwent Workers Comp Audit on August 7, 2018
- Held departmental staff meeting on August 16, 2018
- Installed Capital Projects Prior Year Budgets on August 24, 2018
- Entered Year End Adjusting Journal Entries on August 24, 2018
- Renewed Cedars Certificate of Deposits with KS Bank on August 30, 2018
- Responded to Other Post Employees Benefits Actuarial Study additional data request on August 29, 2018

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 - 2018

	August	Calendar Year to date
Town Council		
Zoning Map Ammendments	0	6
Special Use Permit	2	9
Zoning Ordinance Amendments	2	7
Major Subdivisions	0	0
Annexations	0	0
Special Events	2	14
Site Plan	0	0
Planning Board		
Zoning Map Amendments	0	6
Zoning Ordinace Ammendments	2	10
Major Subdivisions	0	0
Board of Adjustment		
Variance	0	4
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 August 2018

		Permit Fees	Permits Issued
Site Plan	Major Site Plan	100.00	1
Site Plan	Minor Site Plan	$350.00	5
Zoning	Land Use	$1,100.00	11
Zoning	Sign	$350.00	7
	Report Period Total:	$1,900.00	24
	Fiscal YTD Total:	$4,125.00	57

Z18-000154	Zoning	Sign	Ample Storage	787 West Market Street
Z18-000155	Zoning	Sign	Steve's Carpet & Flooring Wall Signs	506 South Brightleaf Blvd
SP18-000023	Site Plan	Minor Site Plan	SFD Addition	306 Smith Street
Z18-000156	Zoning	Sign	Utopia Natural Wellness	259-F Venture Drive
Z18-000157	Zoning	Sign	Sweet Southern Snoballs, LLC	1507 West Market Street
Z18-000158	Zoning	Land Use	Ingredient Restaurant	250 Venture Drive
SP18-000026	Site Plan	Minor Site Plan	Building Additions	1209 West Market Street
SP18-000003	Site Plan	Major Site Plan	Penn Compression Moulding	309 Components Drive
Z18-000159	Zoning	Sign	Body Fit	259 Venture Drive
Z18-000161	Zoning	Land Use	Village Motor Lodge	198 Mallard Road
Z18-000160	Zoning	Sign	The Pink Pineapple Boutique	129 North Second Street
SP18-000027	Site Plan	Minor Site Plan	Residential Duplex	208 North Fourth Street
SP18-000028	Site Plan	Minor Site Plan	LifeSpring Church	1250 North Brightleaf Blvd
Z18-000162	Zoning	Land Use	Super 8 Hotel	735 Outlet Center Drive
Z18-000163	Zoning	Land Use	Capital Sign Solutions	700 East Booker Dairy Road
Z18-000164	Zoning	Land Use	Kellogg's Food Truck	1299 North Brightleaf Blvd
Z18-000166	Zoning	Land Use	Hollywood Nails Salon	721 Suite North Brightleaf Blvd
Z18-000165	Zoning	Sign	MCDonald's	1209 North Brightleaf Blvd

Z18-000167	Zoning	Land Use	Twisted Sister Restaurant & Bar	709 South Third Street
SP18-000030	Site Plan	Minor Site Plan	New Construction/SFD	2249 Brogden Road
Z18-000168	Zoning	Land Use	Barbeque Provision Company	1025 Outlet Center Drive Suite F-5
Z18-000169	Zoning	Land Use	Fieldale Apartments	2 Fieldale Drive
Z18-000170	Zoning	Land Use	Sunbelt Rentals, Inc.	1209 West Market
Z18-000171	Zoning	Land Use	Galiz Apparel	414-C South Brightleaf Blvd

SMITHFIELD POLICE DEPARTMENT
110 S. Fifth Street • Smithfield, NC 27577
Phone: (919) 934-2121 • Fax: (919) 934-0223

Monthly Statistics

Month Ending August 31, 2018

	Monthly Total	*Year to Date Total*
Calls for Service	1979	15431
Incident Reports Taken	123	1101
Burglary	5	47
Cases Closed	89	776
Accident Reports	68	571
Arrest Reports Taken	109	877
Drugs	28	283
DWI	6	44
Citations Issued	290	1999
Parking/Paid	0/0	75/24
Speeding	123	705
NOL/DWLR	50	365
Fict/CNCL/Rev Reg Card/Tag	24	292

Smithfield, North Carolina • The Heart of Johnston County Since 1777

REPORTED UCR OFFENSES FOR THE MONTH OF AUGUST 2018

PART I CRIMES	August 2017	August 2018	+/-	Percent Changed	Year-To-Date 2017	Year-To-Date 2018	+/-	Percent Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	1	1	N.C.	1	2	1	100%
ROBBERY	4	2	-2	-50%	16	10	-6	-38%
Commercial	1	0	-1	-100%	3	1	-2	-67%
Individual	3	2	-1	-33%	13	9	-4	-31%
ASSAULT	1	2	1	100%	28	25	-3	-11%
* VIOLENT *	5	5	0	0%	45	37	-8	-18%
BURGLARY	6	3	-3	-50%	78	44	-34	-44%
Residential	4	3	-1	-25%	50	28	-22	-44%
Non-Resident.	1	0	-1	-100%	9	7	-2	-22%
Commercial	1	0	-1	-100%	19	9	-10	-53%
LARCENY	43	26	-17	-40%	340	280	-60	-18%
AUTO THEFT	1	5	4	400%	6	12	6	100%
ARSON	0	0	0	N.C.	0	0	0	N.C.
* PROPERTY *	50	34	-16	-32%	424	336	-88	-21%
PART I TOTAL:	55	39	-16	-29%	469	373	-96	-20%

PART II CRIMES								
Drug	21	27	6	29%	213	239	26	12%
Assault Simple	18	13	-5	-28%	110	92	-18	-16%
Forgery/Counterfeit	6	1	-5	-83%	38	23	-15	-39%
Fraud	9	10	1	11%	56	46	-10	-18%
Embezzlement	0	0	0	N.C.	8	3	-5	-63%
Stolen Property	1	2	1	100%	8	16	8	100%
Vandalism	6	9	3	50%	51	39	-12	-24%
Weapons	2	2	0	0%	24	21	-3	-13%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	1	1	N.C.	10	6	-4	-40%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	0	-1	-100%	2	3	1	50%
D. W. I.	5	5	0	0%	72	41	-31	-43%
Liquor Law Violation	0	0	0	N.C.	5	3	-2	-40%
Disorderly Conduct	1	0	-1	-100%	5	8	3	60%
Obscenity	0	0	0	N.C.	0	1	1	N.C.
Kidnap	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	7	9	2	29%	68	62	-6	-9%
PART II TOTAL:	77	79	2	3%	670	603	-67	-10%
GRAND TOTAL:	132	118	-14	-11%	1139	976	-163	-14%

N.C. = Not Calculable

Town of Smithfield

Fire Department

August, 2018

I. Statistical Section

Responded to	2018 Aug	Aug IN	Aug OUT	2017 Aug	2018 IN	2018 OUT	2018 YTD	2017 YTD
Total Structure Fires Dispatched	**14**	**2**	**12**	**4**	**36**	**36**	**72**	**69**
Confirmed Structure Fires (Our District)	1	1	0	1	16	4	20	18
Confirmed Structure Fires (Other Districts)	5	0	0	1	0	0	13	22
EMS/Rescue Calls	**146**	**142**	**4**	**129**	**1073**	**51**	**1124**	**1116**
Vehicle Fires	**1**	**1**	**0**	**3**	**13**	**3**	**16**	**9**
Motor Vehicle Accidents	**18**	**16**	**2**	**12**	**144**	**11**	**155**	**132**
Fire Alarms (Actual)	**6**	**6**	**0**	**9**	**61**	**7**	**70**	**91**
Fire Alarms (False)	**11**	**11**	**0**	**16**	**68**	**4**	**76**	**66**
Misc./Other Calls	**29**	**26**	**3**	**35**	**177**	**38**	**210**	**168**
Mutual Aid (Received)	2	0	0	17	0	0	39	52
Mutual Aid (Given)	12	0	0	2	0	0	33	55
Overlapping Calls (Calls at the same time)	28	0	0	50	0	0	211	252
TOTAL EMERGENCY RESPONSES	**217**	**203**	**9**	**208**	**1552**	**154**	**1706**	**1651**

*** Denotes the breakdown of calls, these are not calculated into the totals ***
IN/OUT denotes in and out of the Town, not outside the fire district. When we respond to another fire district (Mutual Aid), which is outside of our total fire district boundaries that is reported in (Other Districts).

	Aug	YTD
Fire Inspections/Compliance Inspections	23	322
Public Fire Education Programs	8	32
Children in Attendance	412	**1504**
Adults in Attendance	438	**835**
Plans Review Construction/Renovation Projects	9	39
Fire Code Citations	1	1
Fire Lane Citations	0	0
Consultation/Walk Through	36	143
Re-Inspections	9	189

II. Major Revenues

	Aug	YTD
Inspections	$2,075.00	$12,775.00
False Alarms	$0.00	$3,650.00
Fire Recovery USA	$643.04	$6,621.44
EMS Debt Setoff	$0.00	$10,937.71

Major Expenses for the Month:

III. Personnel Update:

- We have many vacancies in the Volunteer Firefighter positions and are currently seeking recruitment of volunteers to become probationary Volunteer Firefighters.

IV. Narrative of monthly departmental activities:

- We participated in Fire prevention programs throughout the month of August: Centenary Methodist Church, and Johnston Court Apartments. We provided the Kool Kids sprinkler to many of the following events:
- We participated in the Back packs for kids drive at Carolina Premium Outlets.
- We participated in the National Night Out held at the Carolina Premium Outlets.
- We participated in the SAFRE conference in Raleigh.
- We participated in the Venomous Riders Book-bag drive at Smith-Collins Park.
- We participated in the Community Day/Back to School party held a t St. Mark Church.
- We participated in the Senior Citizen's Day at Meadowview Assisted Living.
- We participated in the Party in the Park held at Smith-Collins Park.
- We held a Live Structure Fire training exercise at 913 West St. on 8-27-18.
- We participated in the Chamber of Commerce Ball Drop event held at the Johnston County Country Club.
- We participated in the Water Shuttle training exercises, along with many other Johnston County departments for an OSFM DOI rating event.

Town of Smithfield
Public Works Department
August 31, 2018

149 Total Work Orders completed by the Public Works Department

7 Burials, at $700.00 each = $4,900

0 Cremation Burial, $400.00 each = $0.00

$5,000 Sunset Cemetery Lot Sales

$ 0.00 Riverside Extension Cemetery Lot Sales

453.89 tons of household waste collected

134.00 tons of yard waste collected

6.77 tons of recycling collected

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
Aug. 31, 2018

I. Statistical Section

__7__ Burials

__4__ Works Orders – Buildings & Facilities Division

__7__ Work Orders – Grounds Division

__30__ Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	$5,000
Riverside Ext Cemetery Lot Sales:	$0,000
Grave Opening Fees:	$4,900
Total Revenue:	$9,900

III. Major Expenses for the Month:

Purchase of a 72 inch Z Turn Turf Tiger II for $12,157.92 from W. Landis Bullock Brothers.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Public Works Dept. is utilizing temporary labor until the vacant position is filled in the Appearance Division. The Public Works Dept. safety meeting was on "Immunization Awareness".

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
August 31, 2018

I. Statistical Section

- **a.** All catch basins in problem areas were cleaned on a weekly basis
- **b.** 2 Work Order – 1,240 Linear Feet Drainage Pipe was cleaned out.
- **c.** 1 Work Orders - 375 Linear Feet of ditches were cleaned
- **d.** 24 Work Orders – 1,200 lbs. of Cold Patch was used for 38 Potholes
- **e.** 2 Work Orders –Cut one Nuisance property and the second property was already cut upon arrival for Code Enforcement- Planning Dept.
- **f.** 1 Work Order – Cut right-of-way along ditch line
- **g.** 2 Work Orders- Repaired sink holes
- **h.** 3 Work Orders – Cut FEMA properties
- **i.** 6 Work Orders – Spray right-of-way and problem areas

II. Major Revenues

None for the month

III. Major Expenses for the Month:

Triangle J. Council of Governments was paid $2,461 for Clean Water Education. Southern Vac was paid $3,050.05 for brooms for the RAVO Street Sweeper. We also paid Southern Vac $669.23 for repairs to the RAVO Street Sweeper.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Dept. safety meeting was on "Immunization Awareness". Fiscal year 2018-2019 Street Resurfacing Project 1 was put out to bids. Put up the American Flags for the Downtown for Labor Day.

Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
Aug. 31, 2018

I. Statistical Section

_0_ Preventive Maintenances

_2_ North Carolina Inspections Outsourced

_32_ Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. The Public Works Dept. safety meeting was on "Immunization Awareness".

Town of Smithfield
Public Works Sanitation Division
Monthly Report
Aug. 31, 2018

I. Statistical Section

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

- **a.** Sanitation forces completed 42 work orders
- **b.** Sanitation forces collected tons 453.89 of household waste
- **c.** Sanitation forces disposed of 67 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 4.10 tons of recyclable plastic
- **h.** Recycled 2820 lbs. of cardboard material from the Convenient Site Center
- **i.** A total of 0 gals of cooking oil was collected at the Convenient Site Center
- **j.** Recycled 2520 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- **a.** Received $54.97 from Sonoco Products for cardboard material
- **b.** Sold 0 lbs. of aluminum cans for $0
- **c.** Sold 0 lbs. of shredder steel for $0 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid $2,013.00 for disposal of yard waste and debris.
Paid $637.38 to Amick equipment for 38 blades for knuckleboom. Paid Amick equipment $1,482.60 for Bucket Cylinder for Knuckleboom. Paid $6,696.38 to Carolina Environmental systems, inc. for 95 gallon rollouts. Paid $500.24 to Gregory Poole for Knuckleboom repair (exhaust vale).

IV. Personnel Update:

No new employee was hired.

V. Narrative of monthly departmental activities:

The department worked closely with various groups providing traffic control devices and event containers for special events held: Aug 7th Police Dept. Fun Day delivered roll out containers at Carolina Pottery: Aug 10th Smith Collins Park back to school event delivered roll out containers: August 17th Rhythm and Brews delivered roll out containers and cones : Aug 18th Saint Marks Event delivered 3 roll out containers. Aug 28th Swim Meet held at the SRAC provided traffic cones. The Public Works Dept. Safety meeting was on "Immunization Awareness".
Community Service Workers worked 47 hrs.

PARKS AND RECREATION

MONTHLY REPORT FOR AUGUST, 2018

PROGRAMS SATISTICS	August, 2018	August, 2017
NUMBER OF PROGRAMS	10	12
TOTAL ATHLETICS PARTICIPANTS	262	234
TOTAL NON/ATHLETIC PARTICIPANTS	460	198
NUMBER OF GAMES PLAYED	11	0
TOTAL NUMBER OF PLAYERS (GAMES)	660	0
NUMBER OF PRACTICES	51	15
TOTAL NUMBER OF PLAYER(S) PRACTICES	892	694

	August, 2018	18/19 FY YTD	August, 2017	17/18 FY YTD
PARKS RENTALS	29	45	24	48
USERS (PARKS RENTALS)	1082	4790	945	9014
TOTAL UNIQUE CONTACTS	**3,356**		**2,071**	

FINANCIAL STATISCTICS	August, 2018	18/19 FY YTD	August, 2017	17/18 FY YTD
PARKS AND RECREATION REVENUES	$ 7,315.00	$ 13,922.00	$ 16,256.06	$ 20,780.96
PARKS AND RECREATON EXPENDITURES (OPERATIONS)	$ 54,580.00	$ 98,982.00	$ 70,012.89	$ 114,518.81
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	$ 35,564.00	$ 35,564.00		$ 1,728.00

SMITHFIELD RECREATION AND AQUATICS CENTER

SRAC MONTHLY REPORT FOR AUGUST, 2018

PROGRAMS SATISTICS	August, 2018	August, 2017
NUMBER OF PROGRAMS	18	23
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	3182	2083

	August, 2018	18/19 FY YTD	August, 2017	17/18 FY YTD
SRAC MEMBER VISITS	6219	11824	6039	12703
DAY PASSES	1389	3286	1098	3065
RENTALS (SRAC)	62	157	44	104
USERS (SRAC RENTALS)	2406	8782	2120	5346
TOTAL UNIQUE CONTACTS	**13,196**		**11,340**	

FINANCIAL STATISCTICS	August, 2018	18/19 FY YTD	August, 2017	17/18 FY YTD
SRAC REVENUES	$ 68,182.00	$ 141,613.00	$ 63,768.82	$ 140,039.80
SRAC EXPENDITURES	$ 88,807.00	$ 174,736.00	$ 91,480.93	$ 155,526.93
SRAC MEMBERSHIPS	3218		3240	

Utilities Department
Monthly Report
August 2018

- **Statistical Section**
  - Electric CP Demand 27,522 Kw relative to July's demand of 26,470 Kw.
  - Electric System Reliability for was 99.997%, with two (2) recorded outage; relative to July's 99.999%.
  - Raw water treated on a daily average was 3.431 MG relative to 4.063 MG for July; with maximum demand of 4.852 MG relative to July's 5.162 MG.
  - Total finished water to the system was 104.095 MG relative to June's 116.772 MG. Average daily for the month was 3.358 MG relative to July's 3.767 MG. Daily maximum was 4.372 MG (August 25th) relative to July's 5.027 MG. Daily minimum was 2.195 (August 3rd), relative to July's 2.554 MG.
- **Miscellaneous Revenues**
  - Water sales were $244,452 relative to July's $237,043
  - Sewer sales were $380,400 relative to July's $364,645
  - Electrical sales were $1,481,727 relative to July's sales of $1,526,560
  - Johnston County Water purchases were $137,824 for 68.912 MG relative to July's $132,394 for 66.197 MG.
- **Major Expenses for the Month**
  - Electricity purchases were $1,147,511 relative to July's $1,124,924
  - Johnston County sewer charge was $171,832 for 51.723 MG relative to July's $141,638 for 42.698 MG.
- **Personnel Changes –**
  - Larry Thomas began work as a Utility Mechanic on August 27
  - Everado Castillo resigned from employment on August 30

Town of Smithfield
Electric Department
Monthly Report
August, 2018

I. Statistical Section

- Street Lights repaired –28
- Area Lights repaired -13
- Service calls – 65
- Underground Electric Locates –186
- Poles changed out, installed or removed-3
- Underground Services Installed/Repaired -2

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- Utility Dept. had a Safety meeting on Lock out/Tag out.

V. Miscellaneous Activities:

- Continuing conversion work on the south side of town. Holding street to Wellons St.
- Add service to #1 sewer lift station.

WATER & SEWER

AUGUST 2018 MONTHLY REPORT

DISCONNECT WATER	7
RECONNECT WATER	2
TEST METER	7
TEMPORARY METER SET	3
DISCOLORED WATER CALLS	3
LOW PRESSURE CALLS	3
NEW/RENEW SERVICE INSTALLS	2
LEAK DETECTION	22
METER CHECKS	9
METER REPAIRS	3
WATER MAIN/SERVICE REPAIRS	8
STREET CUTS	10
REPLACE EXISTING METERS	8
INSTALL NEW METERS	2
FIRE HYDRANTS REPAIRED	0
FIRE HYDRANTS REPLACED	0
SEWER REPAIRS	8

- CLEANOUTS INSTALLED 7
- SEWER MAIN CLEANED 100LF
- SERVICE LATERALS CLEANED 680LF
- SERVICE CALLS 113
- LOCATES 174
- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY

MAJOR EXPENSES FOR THE MONTH OF AUGUST

- Had two pumps rebuilt for pump station number 1
- Had sewer main failure at Rose Manner, had RD Braswell relay approx. 460lf of sanitary sewer and one manhole.
- RD Braswell will be finishing up on Old Goldsboro Rd water line.
- Emergency generator repaired at SLS#8.

PERSONNEL UPDATES

- Noah Credle started temporary
- Everardo Castillo quit
- Larry Thomas was hired full time

UPCOMING PROJECTS FOR THE MONTH OF SEPTEMBER

- Emergency waterline replacement on S 2nd St between Riverside Dr. and E Davis St.
- Replacing control cabinets at SLS stations 9, 10, & 6

Smithfield Water Plant

Distribution Sampling Site Plan

Street Name	Date	Chlorine	Time	Gallons	Psi
Stephson Drive	08/22/18	3.2	15	7965	10
Computer Drive	08/22/18	3.4	15	31860	10
Castle Drive	08/22/18	3.4	15	7965	10
Parkway Drive	08/22/18	3.4	15	63720	40
Garner Drive	08/22/18	3.3	15	63723	40
Hwy 210 LIFT ST.	08/22/18	2.8	15	15930	40
Skyland Drive	08/22/18	3.4	15	7965	10
Bradford Street	08/22/18	3.2	15	15930	10
Kellie Drive	08/22/18	3	15	7965	10
Edgewater	08/23/18	2.4	15	7965	10
Edgecombe	08/23/18	2.4	15	15930	40
Valley Wood	08/23/18	2.4	15	63720	40
Creek Wood	08/23/18	2.6	15	63720	40
White Oak Drive	08/23/18	3.2	15	7965	10
Brookwood Drive	08/23/18	3	15	22515	5
Runneymede Place	08/23/18	3.4	15	31860	10
Nottingham Place	08/23/18	3.4	15	38985	10
Heritage Drive	08/23/18	3	15	38985	10
Noble Plaza #1	08/23/18	2.6	15	9750	10
Noble Plaza #2	08/24/18	2.6	15	9750	10
Pinecrest Street	08/24/18	3	15	19500	10
S. Sussex Drive	08/24/18	3.4	15	31860	10
Elm Drive	08/24/18	3.2	15	9750	10
Bradford Street	08/22/18	3.2	15	38985	10
Coor Farm Supply	08/24/18	3.2	15	7965	10
Old Goldsboro Rd,	08/24/18	3.2	15	7965	10
Hillcrest Drive	08/23/18	3.4	15	31860	10
Eason Street	08/23/18	3	15	38985	40
Magnolia circle	08/23/18	3.4	15	78030	40
Rainbow Drive	08/23/18	1.2	15	19500	60
Rainbow Circle	08/23/18	1.2	15	19500	60
Moonbeam Circle	08/23/18	1.2	15	19500	60
Ray Drive	08/22/18	3	15	15930	60
Will Drive	08/22/18	3	15	63720	40
Michael Lane	08/23/18	3.4	15	63720	40
Ward Street	08/23/18	3	15	15930	40

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	PSI
North Street	08/29/18	3	15	17820	40
West Street	08/29/18	3	15	78030	50
Regency Drive	08/29/18	3.4	15	63720	60
Randers Court	08/29/18	3	15	15930	40
Noble Street	08/29/18	3	15	15930	40
Fieldale Dr#1(L)	08/29/18	3.4	15	63720	40
Fieldale Dr#2(R)	08/29/18	3.4	15	63720	40
Heather Court	08/23/18	3	15	15930	40
Reeding Place	08/23/18	3	15	15930	40
East Street	08/23/18	3	15	63720	40
Smith Street	08/23/18	3.4	15	63720	40
Wellons Street	08/23/18	3.4	15	63720	40
Kay Drive	08/02/18	3	15	38985	15
Huntington Place	08/02/18	1.2	15	38985	15
N. Lakeside Drive	08/02/18	1.2	15	9750	15
Cypress Point	08/02/18	1.2	15	34890	12
Quail Run	08/02/18	1.2	15	8715	12
British Court	08/02/18	1.2	15	8715	12
Tyler Street	08/02/18	1.2	15	78030	60
Yelverton Road	08/02/18	2	15	63720	40
Ava Gardner	08/15/18	3.4	15	63720	40
Waddell Drive	08/15/18	3.4	15	7965	10
Henly Place	08/15/18	3.4	15	8715	12
Birch Street	08/15/18	3.4	15	34890	12
Pine Street	08/15/18	3.4	15	38985	15
Oak Drive	08/15/18	3.4	15	37695	14
Cedar Drive	08/15/18	3.4	15	31860	10
Aspen Drive	08/15/18	3.4	15	34890	12
Furlonge Street	08/15/18	3	15	34890	12
Golden Corral	08/15/18	3	15	40290	16
Holland Drive	08/15/18	3.2	15	9750	15
Davis Street	08/15/18	3.4	15	34890	12
Caroline Ave.	08/15/18	3.4	15	31860	10
Johnston Street	08/15/18	3.4	15	38985	15
Ryans	08/15/18	3.4	90	9750	15

MONTHLY WATER LOSS REPORT

AUGUST, 2018

(2) Meters with slow washer leaks

(2) ¾" Line, 1/8"hole – 2days

¾" Line, 1/16" hole – 2days

¾" Line, 1/16" hole – 5days

¾" Line, ¼" hole – 2days

1" Line, 1/16" hole – 2weeks

2" Line, 1/8" hole – 2days

2" Line, wheel valve leaking – 1week