Mayor

M. Andy Moore

**Mayor Pro-Tem** 

John A. Dunn

**Council Members** 

Marlon Lee

**David Stevens** 

Travis Scott

David Barbour

Stephen Rabil

Roger A. Wood

**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, February 2, 2021

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



## TOWN OF SMITHFIELD TOWN COUNCIL AGENDA REGULAR MEETING FEBRUARY 2, 2021 7:00 PM

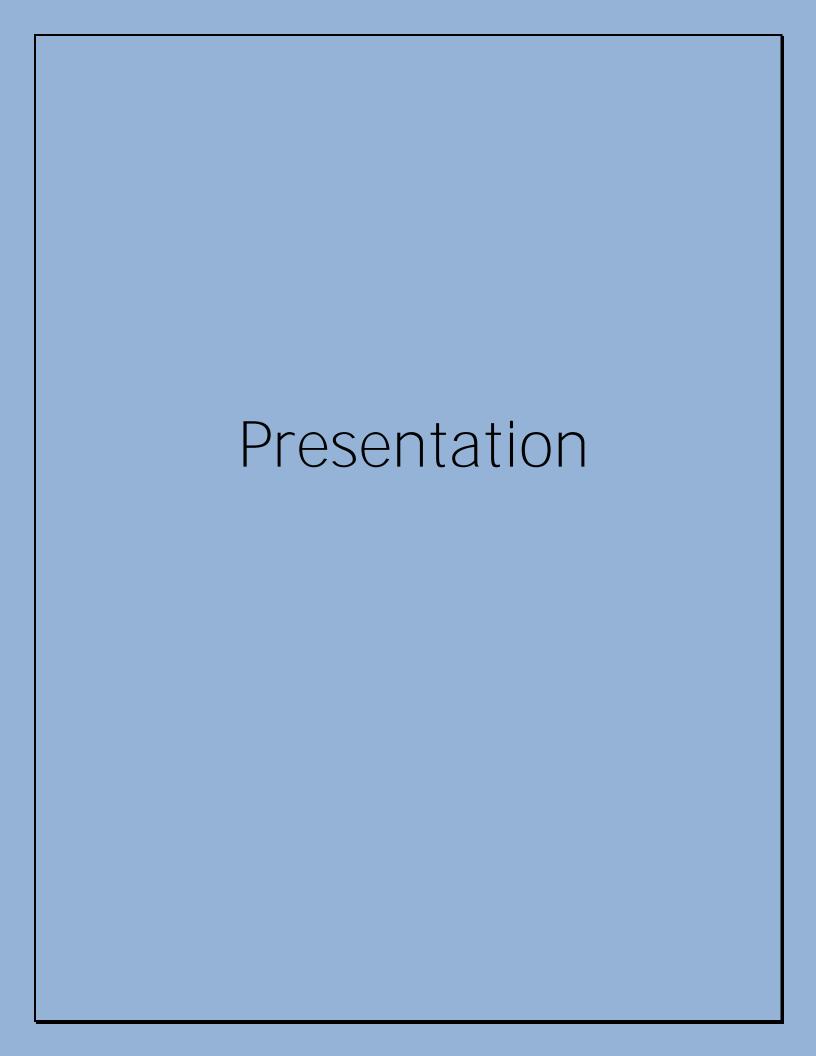
Call to Order
Invocation
Pledge of Allegiance
Approval of Agenda
<u>Presentations:</u>
Proclamation: Honoring Terry Steve Sasser's 20+ years of service to the Town of Smithfield (Mayor – M. Andy Moore) See attached information
Public Hearings: None
<u>Citizens Comments</u>
Consent Agenda I tems:
<ol> <li>Approval of Minutes:         <ul> <li>a. December 7, 2020 – Recessed Meeting</li> <li>b. January 5, 2021 – Regular Meeting</li> <li>c. January 5, 2021 – Closed Session Meeting (Under Separate Cover)</li> <li>d. January 21, 2021 – Special Meeting</li> <li>e. January 21, 2021 – Closed Session Meeting (Under Separate Cover)</li></ul></li></ol>
<ol> <li>Consideration and request for approval to adopt Resolution No. 676 (04-2021) supporting the revenue bonds for the Johnson Court Apartments Rehab Project (Town Attorney – Bob Spence) <u>See</u> attached information</li></ol>
3. Consideration and request for approval to promote a Fire Fighter II to a Fire Engineer (Fire Chief – John Blanton) See attached information
4. Consideration and request for approval to install an exhaust removal system at Fire Station 2 (Fire Chief – John Blanton) See attached information

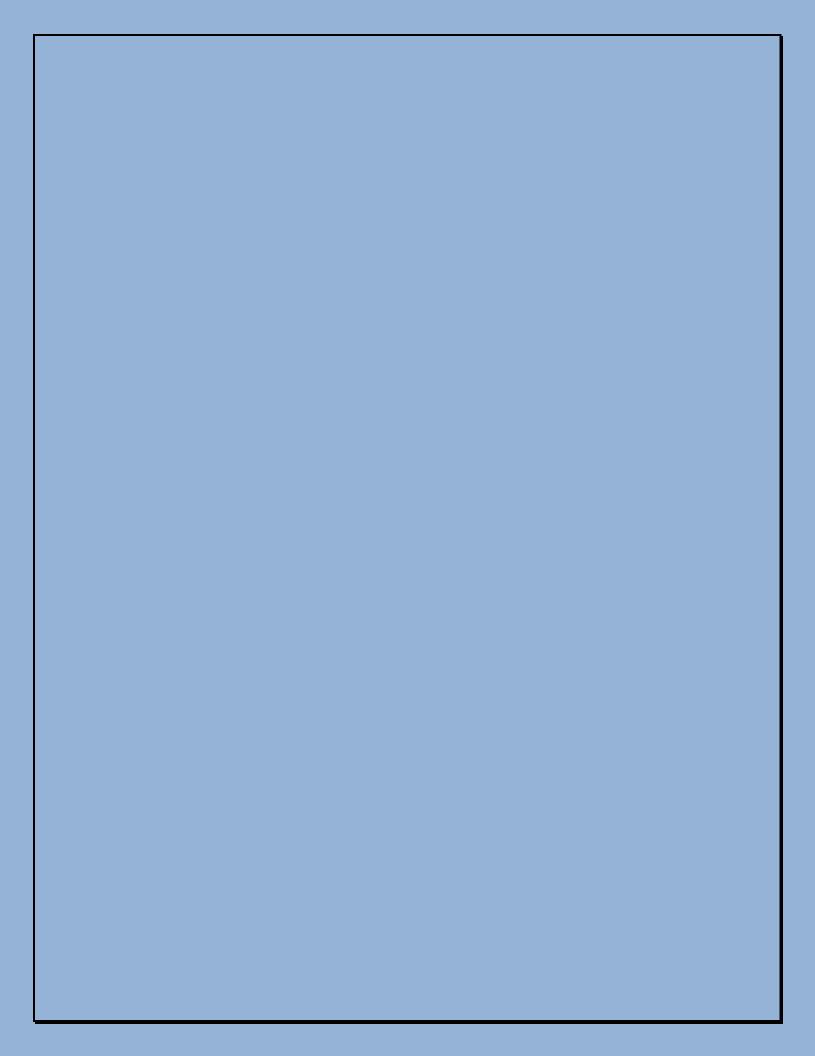
5.	purchase of two pick-up trucks for the Fire Department  (Fire Chief – John Blanton) <u>See</u> attached information	39
6.	Bid award to Office Value in the amount of \$8,196.80 for the purchase of office furniture at the Smithfield Recreation and Aquatics Center (Parks and Recreation Director – Gary Johnson) <u>See</u> attached information	63
7.	Bid award to James River Equipment in the amount of \$10,103.22 for the purchase of John Deere Gator for the Parks and Recreation Department (Parks and Recreation Director – Gary Johnson) <u>See</u> attached information	75
8.	Bid award to Knightdale Tractor and Equipment in the amount of \$12,280.00 for the purchase of Scag Turf Tiger Mower (Parks and Recreation Director – Gary Johnson) See attached information	85
9.	Consideration and request for approval to appoint Kristina Whitten to the Downtown Smithfield Development Corporation's Board of Directors	
	(Town Clerk - Shannan Parrish) <u>See</u> attached information	91
1(	). New Hire Report (HR Director/ PIO – Tim Kerigan) <u>See</u> attached information	97
Busine	ess Items:	
1.	Consideration and request for approval to enter into a contract with APR Restoration and Commercial Development for the Police Department Expansion Project (Chief of Police R. Keith Powell & Town Engineer – Bill Dreitzler)  See attached information	99
2.	Bid award to Deacon Jones in the amount of \$66,836.00 for the purchase of two Dodge Durango vehicles for the Police Department's	
	Traffic Team (Chief of Police – R. Keith Powell) <u>See</u> attached information	115
3.	Storm Water Action Committee Update and Recommendations (Planning Director – Stephen Wensman) <u>See</u> attached information	143
Counc	<u>ilmember's Comments</u>	
⊺own	Manager's Report	
	<ul> <li>Financial Report (<u>See</u> attached information)</li> <li>Department Reports (<u>See</u> attached information)</li> <li>Manager's Report (Will be provided at the meeting)</li> </ul>	

Closed Session: Pursuant to NCGS 143-318.11 (a) (4)

Reconvene in Open Session

<u>Adjourn</u>





## PROCLAMATION In Honor of Fire Captain Terry Steve Sasser's 23 Years of Dedicated Service to the Town of Smithfield

- **WHEREAS,** Terry Steve Sasser has been a dedicated employee of the Town of Smithfield for 23 years; and
- **WHEREAS**, Terry Steve Sasser retired on January 31, 2021 with 21 years of full-time service and 2 years of volunteer service with the Smithfield Fire Department; and
- **WHEREAS,** prior to his years with the Town of Smithfield, Terry Steve Sasser also served in the North Carolina Department of Corrections; and
- **WHEREAS,** during his career, Terry Steve Sasser has risen through the ranks beginning as a Fire Engineer and ultimately promoted to the rank of Fire Captain; and
- **WHEREAS,** Terry Steve Sasser's years of service have been marked with professionalism, dedication and service to the citizens of Smithfield; and
- **WHEREAS**, Terry Steve Sasser has earned and deserves this public recognition for his many years of service and commitment to the Town of Smithfield.
- NOW, THEREFORE, I, M. Andy Moore Mayor of the Town of Smithfield along with the members of the Town Council, express our sincere appreciation to Terry Steve Sasser for his distinguished service to the Town of Smithfield, and urge our citizens to join with us as we extend our sincere appreciation for his work, and wish him well in his future endeavors.

M. Andy Moore, Mayor	-

## Consent Agenda Items



The Smithfield Town Council reconvened its December 1, 2020 meeting on December 7, 2020 at 6:30 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:
John Dunn, Mayor Pro-Tem
David Stevens, District 2
Travis Scott, District 3
Dr. David Barbour, District 4
Stephen Rabil, At-Large
Roger Wood, At-Large

Councilmen Absent Marlon Lee, District 1 Administrative Staff Present
Michael Scott, Town Manager
Shannan Parrish, Town Clerk
Stephen Wensman, Planning Director

## Reconvene the December 1, 2020 regular meeting

Mayor Moore reconvened the meeting at 6:31 pm.

## Consideration and request for approval to adopt ZA-20-03 (Amendments to the UDO)

Planning Director Stephen Wensman informed the Council that ZA-20-03 affected Articles 3,4,5,6 and 7 of the Unified Development Ordinance (UDO). He explained the current Special Use Permit Application process. The proposed process would send the request to the Planning Board to hold a noticed meeting for the applicant and adjacent property owners. Minutes of these meetings would not be sent to the Council, but a major concepts from those meetings would be conveyed by staff to the Town Council. Mr. Wensman explained the conditional zoning process would be the same, but it would be a rezoning (legislative in process) instead of a quasi-judicial process. The Planning Board would hold a noticed meeting to review and make recommendations to the Council. Minutes of those meetings would be sent to the Council and the Council would conduct the public hearing.

Mr. Wensman highlighted the changes to Article 3 stating that most of the changes were due to the NCGS 160D. The Town's code must match the new provision of the State law. Included was the Planning Board's review of quasi-judicial decisions. The Historic Properties Commission would also be removed from the Administrative Code of Ordinances and added to the UDO.

Mr. Wensman highlighted changes to Article 4. Staff added a chart outlining the types of permits and the permit processes. It provides more clarity to the permit process. Included were expirations of Special Use Permits in the event the use ceases for six months. This would allow staff to ensure that the uses are brought into compliance. The Council suggested amending the permit/process table to further clarify the abbreviations. Mr. Wensman explained the Town Attorney had requested that the Finding of Fact be reduced from eight finding to four. Council requested clarification on the additional meeting being proposed for the Special Use Permit Process. Mr. Wensman responded the Planning Board would hold a workshop type forum with the applicant and adjacent property owners to determine if there were any issues. This would allow both the applicant and the adjacent property owners to hire expert witnesses for the quasi-judicial hearing held before the Town Council. No recommendation or minutes from those meetings would be sent to the Council because it could be considered as ex parte communication. Mr. Wensman explained that the table of permitted used supports conditional zoning but because the processes are the similar, applicants will be able to choose if they want to pursue the conditional zoning permit process or the special use permit process.

Mr. Wensman highlighted changed to Article 5. He explained that Article 5 was the development review process. Staff reorganized some of the information to make it understandable. Also, preliminary plat approval will be a quasi-judicial process.

Mr. Wensman highlighted changes to Article 6. The proposed amendment allows for the R-6 rezoning. It was the consensus of the Council to keep the prohibition on the new rezoning to R-6 except in unusual circumstances. Mr. Wensman reviewed the changes to the table of permitted uses. It was the consensus of the Council to make the following changes to the table of permitted uses:

- Added Propane filling stations as an accessory use separate from bulk fuel stations.
- Kept Community Colleges as SUP in all Commercial and Industrial Districts except permitted in O/I
- Schools kept as SUPs in residential districts

- Cemeteries kept as SUP in R-20A
- Clubs, public or private amended to be Club or Bar, private to reflect new ABC rules
- Amended Crematory to read as Crematory, human and added districts permitted to match funeral homes. Did not combine categories because they may occur as separate land uses.
- Amended Government Public Safety to keep as special uses in residential districts.
- Amended Public Utility/Public Works Storage and Service Yards to be permitted in the LI District.
- Created a separate land use for Waste water treatment that is a SUP in all districts.
- Amended Building materials manufacturing sales and storage
- Added Pharmaceutical manufacturing as a special use with standards in LI and Permitted with standards in HI.
- Clarified the land use category: Textiles
- Amended Loft and Studio Apartments to reference the same supplemental standard as Dwelling in Principal Business as an Accessory Use.
- Added "State Sponsored" behind category ABC Stores.
- Added Drug Stores as a Permitted Use with Standards to the O/I District because hospitals often have drug stores within them.
- Amended category Flea Markets making it a special use with standards in the B-3 District.
- Amended Parking Lots, Commercial as a Principal Use to be SUPs in the commercial districts.
- Kept Tattoo and Body Piercing as special uses.

Shannan L. Parrish, Town Clerk

- Amended Taxi Stands to be permitted use in the B-2 District.
- Kept Wholesale Merchants as Permitted Uses in the B-1 and B-2 Districts
- Kept Solar Farms as Special Uses in the R-20A, LI and HI Districts
- Kept Wholesale of gasoline, chemical and bulk terminal plants as special uses in the HI District having separated Propane Filling Stations as an Accessory Use.

Mr. Wensman highlighted changes to Article 7 explaining these were the supplemental regulations.

Council asked that the changes discussed be incorporated and provided to Council prior to the January meeting. This would be placed on the January regular agenda for consideration.

	rn uncilman Barbour made a motion, seconded by Councilman Stevens, to adjourn the meeting. The meeting ourned at approximately 9:14 pm.
,	
	M. Andy Moore, Mayor
ATT	EST:

The Smithfield Town Council met in regular session on Tuesday, January 5, 2021 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor Pro-Tem Dunn presided.

Councilmen Present:
David Stevens, District 2
Travis Scott, District 3
Dr. David Barbour, District 4
Roger Wood, At-Large

Councilmen Absent
M. Andy Moore, Mayor
Marlon Lee, District 1
Stephen Rabil, At-Large

Administrative Staff Present
Michael Scott, Town Manager
John Blanton, Fire Chief
Ted Credle, Public Utilities Director
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources/PIO
Shannan Parrish, Town Clerk
R. Keith Powell, Chief of Police
Greg Siler, Finance Director
Stephen Wensman, Planning Director

(Note: All Town Department Heads were present, but due to Social Distancing and Mass gathering restrictions related to Covid19, they were not present in the meeting room unless an item from their Department was discussed)

Also Present
Bob Spence, Town Attorney
Bill Dreitzler, Town Engineer

Administrative Staff Absent Lenny Branch, Public Works Director

## CALL TO ORDER

Mayor Pro-Tem Dunn called the meeting to order at 7:00 pm.

### INVOCATION

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

## APPROVAL OF AGENDA:

Councilman Scott made a motion, seconded by Councilman Stevens, to approve the agenda with the following amendments:

Consent Agenda

Move Item: 5. Consideration and request for approval to enter an agreement with Collection Agency, Penn Credit Corporation, for the collection of past due receivables from the Consent Agenda to the Business Items (item #7)

Business Item:

Add: Discussion concerning hazard compensation for employees (item #8)

Unanimously approved.

### PRESENTATION:

1. Public Library of Johnston County and Smithfield Update

Interim Library Director Jeff Jennings informed the Council that former Library Director Renita Barksdale accepted a position in South Carolina. As a result of this vacancy, Mr. Jennings resigned from the Board of Trustees and was now serving as the Interim Director. The Library Board was actively recruiting for a permanent Library Director. Due to the Covid-19 pandemic, the Library was closed to the public.

## **PUBLIC HEARINGS:**

 Rezoning Request – Samet Corporation (RZ-20-09): The applicant was requesting to rezone six tracks of land totaling approximately 258.52 acres from the B-3 (Highway Entrance Business) and R-20A (Residential-Agricultural) zoning districts to the LI (Light Industrial) zoning district. The properties considered for rezoning are located on the north side of US Hwy 70 Business West, approximately 320 feet northwest of its intersection with North Rogers Drive. The properties are further identified as Johnston County Tax ID 15078011, 15078012, 15078012C, 15077033C, 15077034 and 15077033.

Councilman Scott made a motion, seconded by Councilman Stevens, to open the public hearing. Unanimously approved.

Planning Director Stephen Wensman explained that Samet Corporation The applicant would like to rezone the 6 parcels to Light Industrial to develop an industrial park. Access to the proposed industrial park would be from West Market Street and Ferrall Drive. The rezoning to Light Industrial was consistent with the comprehensive plan designation for the parcels involved. The properties involved were certified for industrial in cooperation with the Town and County Economic development through the Dept. of Commerce Certified Sites program. The industrial zoning has the potential to create some conflicts with the adjacent R-10 residential zoning. Intended to mitigate conflicts, the UDO requires a Type C buffer for industrial areas adjacent to residential areas. A Type C buffer is a 6' or greater opaque fence with 3 overstory trees and 12 shrubs per 100'. Mr. Wensman further explained the permitted uses of the site should it be rezoned to Light Industrial. He further explained if the Zoning Text Amendment ZA-20-03 was adopted later in the meeting, the table of permitted uses would slightly change.

Mr. Wensman stated he received an email from Zane Williams of 2167 US Highway 70 Business. Mr. Williams had planned on attending the meeting, but due to Covid-19 concerns he and his wife chose to send an email instead of attending. Mr. Williams was in favor of the rezoning, but did have questions which staff answered.

Planning Staff and the Planning Board recommend approval of RZ-20-09 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the January 5, 2021 agenda packet.

Mayor Pro-Tem Dunn asked if there were any questions from Council.

Mayor Pro-Tem Dunn asked to Mr. Wensman to outline the changes to the potential uses should the Zoning Text Amendment be adopted later in the meeting. Mr. Wensman responded that the proposed changes would better define heavy industrial uses and light industrial uses. Those changes would have no baring on this rezoning.

Mayor Pro-Tem Dunn asked the applicant if he had additional information he would like to provide.

Brian Hall representing Samet Corporation stated the Town and Johnston County Economic Development Director Chris Johnson invested in this property by creating a certified site. He stated his mission was to take the work already completed by the Town and the County and advance it to where it will become an industrial park. He will then work to attract light industrial permitted businesses that want to invest in Smithfield which will grow the tax base and create employment opportunities. They will install the infrastructure and then attract end users that want to manufacture and distribute in the area.

Johnston County Economic Development Director Chris Johnson expressed his appreciation to the Town Council and the Johnston County Board of Commissioners for investing in this certified site. He asked the Council to support this rezoning effort.

Helen Best of Roderick Drive questioned if the water issue in her neighborhood would be addressed

with this development. She stated the water runoff from the current farmland often floods her and her neighbors' properties. Mr. Wensman responded that prior to development, the applicant would have to submit grading and drainage plans. With the information provide by Ms. Best, staff will work with the developer to ensure her concerns were addressed.

Mayor Pro-Tem Dunn asked if there was anyone else in attendance who wished to speak on this matter. There was no one in attendance that wished to speak on the matter.

Councilman Wood made a motion, seconded by Councilman Stevens, to close the public hearing. Unanimously approved.

Councilman Stevens made a motion, seconded by Councilman Wood, to approve zoning map amendment, RZ-20-09, with finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the request is reasonable and in the public interest. Unanimously approved.

2. <u>Closure of a Portion of North Ninth Street:</u> In accordance with NCGS 160A-299, the purpose of the public hearing is to gain input from any person on the closure of the portion of North Ninth Street. Adoption of Resolution No. 673 (01-2021) issuing the closure of a portion of Nineth Street must be adopted by Council to satisfy the General Statute.

Councilman Barbour made a motion, seconded by Councilman Scott, to open the public hearing. Unanimously approved.

Planning Director Stephen Wensman explained that Market Street Investments petitioned the Town to close a portion of North Ninth Street between Hancock and N. Brightleaf Blvd. On December 1, 2020, the Town Council adopted Resolution No. 670 (19-2020) Intent to permanently close North Ninth Street and scheduled the public hearing for January 5, 2021 to permanently close North Ninth Street. Mr. Wensman further explained the road currently divides the property and the applicant wishes to develop that property. The Town has existing utilities in the right-of-way and if closed, a 30-foot-wide utility easement would need to be dedicated by Market Street Investments over the utilities to provide Town access to them. Improvements within the easement would be restricted and any paving, landscaping or other allowed improvement would be subject to being disturbed without compensation should utility repairs be necessary.

Mayor Pro-Tem Dunn asked if there were any questions from Council.

Councilman Scott questioned if any houses would be affected by this closure. Town Manager Michael Scott responded that no house would be affected. The house that was once on the property has been removed by the developer.

Mr. Wensman explained the Town has requested a 30-foot-wide easement where the road is currently (in place of the road) to protect the underground utilities.

Mayor Pro-Tem Dunn asked if there was anyone in attendance who wished to speak on this matter. There was no one in attendance that wished to speak on the matter.

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

Councilman Barbour made a motion, seconded by Councilman Wood, to adopt Resolution No. 673 (01-2021) ordering the closure of a portion of North Ninth Street from Hancock Street to its termination 102.48 feet South of Brightleaf Boulevard. Unanimously approved.

TOWN OF SMITHFIELD

RESOLUTION No. 673 (01-2021)

ORDERING THE CLOSING OF THAT PORTION OF

NORTH NINTH STREET FROM HANCOCK STREET TO ITS TERMINATION

102.48 FEET SOUTH OF BRIGHTLEAF BOULEVARD

WHEREAS, on the 1st day of December 2020 the Town Council adopted a resolution entitled "Resolution Declaring the Intent of the Town Council of the Town of Smithfield to Consider the Closing of a portion of North Ninth Street extending from Hancock Street to its termination 102.48 feet South of BrightLeaf Boulevard in Smithfield, North Carolina at its next regular monthly meeting, hereinafter "the Meeting", on Tuesday January 5, 2021 at 7 pm at the town hall in Smithfield, NC; and

WHEREAS, pursuant to the Resolution the Town Clerk was directed to publish the Resolution in the Johnstonian News once each week for four successive weeks; and

WHEREAS, the Town Clerk has advised the Town Council that the Resolution was published in the Johnstonian News as directed; and

WHEREAS, pursuant to the Resolution the Town Clerk was directed to notify all persons owning property abutting on that portion of North Second Street between Hancock Street and Brightleaf Boulevard, as shown on the county tax records by certified or registered mail of the Meeting and the purpose thereof; and

WHEREAS, pursuant to the Resolution the Town Clerk was directed to cause adequate notices of the proposed closing and of the public hearing to be posted at two locations on the public way as required by G.S. 160A-299; and

WHEREAS, the Town Clerk has advised the Town Council that adequate notices were posted on the applicable street(s) as required by G.S. 160A-299; and

WHEREAS, pursuant to the Resolution, a public hearing was held on the 5th day of January 2021, at which time all persons were granted full and complete opportunity to appear and be heard on the question of whether or not the closing would be detrimental to the public or the property rights of any individual; and,

WHEREAS, the Town utilities are located within the public right-of way and the Town wishes to retain a utility easement therefore; and,

WHEREAS, after said public hearing and after full and complete consideration of the matter, it now appears to the satisfaction of the Town Council that the closing of said street is not contrary to the public interest, and that no individual owning property, either abutting the street or in the vicinity of the street or in the subdivision in which the street is located, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his or her property; and

NOW, THEREFORE, subject to the reservation of easements to the Town of Smithfield for utility purposes as shown on a map recorded in Book of Maps \_\_\_, page \_\_ in the office of the Johnston County Register of Deeds, the portion of Ninth Street from Hancock Street extending north to the termination of Ninth Street 102.48 feet South of Bright Leaf Boulevard is hereby closed and abandoned, and all right, title, and interest that may have been vested in the public in said area for street purposes is hereby released and abandoned to the abutting property owners in accordance with the provisions of G.S. 160A-299. The portion of the Street abandoned, subject to the reservation of easements through the abandoned street for utility purposes by the Town of Smithfield, is more particularly described as follows:

Legal Description for Right of Way Closure for a portion of North Ninth Street

Lying and being in the Town of Smithfield, Smithfield Township, Johnston County, North Carolina and being more particularly described as follows: Being at a Existing Iron Pipe (EIP) a point in the southern property line of Now or Formerly Evanston Smithfield JI, LLC (Walgreens) (see Plat Book 67, Page 179 and Plat Book 67, Page 178) said point having NC Grid Coordinates of N=641,910.3871, E=2, 197,673.9224 (NCGS VRS, NAO 1983 (2011) GEOID 12A) thence along the southern line of Walgreens, N62°19'38"W 67.33' to an EIP in the eastern Right of Way of N Ninth Street (30' RJW see Plat Book 4. Page393) a comer with now or formerly Lot 102 (PB 4, PG 393; DB 5502, PG 834) the TRUE point of beginning, thence with the eastern right of way of N Ninth Street S27°23'26"W 166. 76' to an EIP on the northern right of way of Hancock Street (50' RIW, see PB 4, PG 393 and PB 58, PG 322) a comer with Lot 101 (PB 4, PG 393; DB 5502, PG 842) thence N62°03'00"W 30. 00' to an EIP on the western RJW of N Ninth Street, a comer with now or formerly Market Street Investors (DB 5498, PG 675) thence with the western right of way of N Ninth Street N27°23'26"E 166. 61' to an existing iron rebar (ERB), thence S62°19'38"E 15. 00' to a magnetic nail set (MNS), said point being the southwest comer of Walgreens, thence S62°19'38"E 15.00' to the point and place of beginning and containing 5.000 SF± as shown on a plat prepared by Jimmy Barbour Surveying, PA, entitled Recombination Map for: Market Street Investors dated 10-7-2020 and being recorded in Plat Book Page Johnston County Registry.

Upon closing, the right-of-way vests in the adjoining property owners, each taking property from the centerline to their respective boundary. If the owners want to divide the right-of-way differently, they must themselves make that division by boundary agreement or conveyance. Any person aggrieved by the street closing, who has standing, has 30 days to appeal.

The Town Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Johnston County a certified copy of this resolution and order.

### **CITIZEN'S COMMENTS: None**

## **CONSENT AGENDA:**

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

- **1.** The following minutes were approved:
  - December 1, 2020 Regular Meeting
  - December 1, 2020 Closed Session
- 2. Bid was awarded to Classic Ford in the amount of \$22,087 for the purchase of a work van for the Water Plant. Bids received are as follows:

Classic Ford \$21,987.00
 Deacon Jones \$23,546.00
 NCSA \$22,926.67

**3.** Approval was granted to adopt Resolution No. 674 (02-2021) accepting the Town's annual update to its Smithfield South District's Local Water Supply Plan (LWSP)

## TOWN OF SMITHFIELD RESOLUTION NO. 674 (02-2021) APPROVING SMITHFIELD SOUTH DISTRICT LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water service or that plans to provide public water service and each large Community water system shall, either individually or together with other units of local government and large community water systems,

prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the Town of Smithfield, has been developed and submitted to the NCDEQ for approval; and

WHEREAS, the NCDEQ finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for the Town of Smithfield, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Smithfield that the Local Water Supply Plan entitled, Town of Smithfield dated 2019 is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

4. The following budget amendments were approved:

ne following budget amendments were approved.			
GENERAL FUND 1.	BEFORE	ADJ.	<u>AFTER</u>
Expenditures			
10-76-5800-5970-9110 Sanitation-Transfer to GF			
Cap. Proj. Fund	160,000	(160,000)	-
			160,000
10-40-5800-5700-7400 Sanitation - Capital Outlay	_	<u>160,000</u>	100,000
	\$	\$	\$ 160.000
	<u>160,000</u>	=	Ψ 100,000
To move knuckle boom truck purchase to capital outlay e	expense line		
	•		
0 0			
2. Revenue	_	_	
10-00-30000-3000-0000 Fund Balance	\$	\$	

Appropriation	<u>1,697,508</u>	<u>100,500                                 </u>	<u>\$ 1,798,008</u>
Expenditures 10-76-5500-5970-9100 Transfer to General Capital Project Fund	\$	<u>\$</u> 100 500	<u>\$ 100,500</u>

To establish and fund the Spring Branch Community Restoration Project as approved at the Nov., 10, 2020, Council Meeting

3. Revenue 10-60-3300-3315-0110 Grant - J. Co.(Riverbank Refurbishment)	<u>\$</u> =	<u>\$</u> 20,000	\$ 20,000
Expenditures	_		
10-00-9990-5300-0000 General Fund Contingency	\$ 368,133	\$ (76,920)	\$ 291,213
10-60-6200-5700-7400 Recreation - Capital Outlay	\$ 99,650	\$ 96,920	\$ 196,570

<u>467,783</u> <u>20,000</u> <u>487,783</u>

To fund riverbank refurbishment along Greenway as approved at the Nov., 10, 2020, Council Meeting

## General Fund Capital

## **Projects Fund**

4. Revenue

46-20-3560-3560-0002 Loan Proceeds - Fire	<u>\$</u>	<u>\$</u>	\$	
Engine #1	565,000	(565,000)	<u> </u>	

**Expenditures** 

	<u>\$</u>	<u>\$</u>	\$ 560,500
46-20-5300-5700-7404 Fire Engine #1	1.125.500	(565.000)	Ψ 300,300

To reverse loan proceeds and fire truck #1 purchase budget from FY20. The decision was made in FY21 to purchase same with fund balance

5. Revenues

To establish and fund the Spring Branch Community Restoration Project as approved at the Nov., 10, 2020, Council Meeting

## Water Plant Expansion Capital Projects Fund

6.	Revenue		

43-71-3800-7200-0001 J. C. Government Contribution	\$ 3,250,000	\$ -	\$ 3,250,000
43-71-3800-7200-0002 NC Clean Water Loan	12,050,000	-	12,050,000
43-75-3870-3870-0301 Transfer from Water Fund	\$ 150,000 \$ 15,450,000	\$ 2,148,500 \$ 2,148,500	\$ 2,298,500 \$ 17,598,500
Expenditures	•		

Expenditures	\$	\$	
43-71-7200-5700-4501 Engineer/Design	۵ 1,070,000	300,000	\$ 1,370,000
43-71-7200-5700-4502 Inspection of Construction	300,000	(300,000)	-
43-71-7200-5700-4503 Geo Testing	100,000	(90,000)	10,000
43-71-7200-5700-4504 Closing Fee	-	241,000	241,000
43-71-7200-5700-4505 Contingency (5%) less 10 k for Geo Testing	-	572,500	572,500
43-71-7200-5700-7310 Construction (Includes Generator (\$300k);	<u>\$</u> 13,980,000	<u>\$</u> 1,425,000	\$ 15,405,000

SCADA (\$225K); Backwash Pump (\$190K)

To adjust water plant expansion project budget to agree with Dec. 1, 2020 presentation to council Note: Only \$200K of the budgeted \$350k in FY21 was repurposed as \$150K was transferred at initial setup

**5.** Approval was granted to adopt Resolution No. 675 (03-2021) adopting the Cape Fear Regional Hazardous Mitigation Plan

## RESOLUTION NO. 675 (03-2021) ADOPTING CAPE FEAR REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Smithfield are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the Town of Smithfield desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and

WHEREAS, the Town of Smithfield has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Town Council of Smithfield to fulfill this obligation in order that the Town and the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the Town or the County;

NOW, THEREFORE, be it resolved that the Town Council of Smithfield hereby:

- 1. Adopts the Cape Fear Regional Hazard Mitigation Plan.
- 2. Vests Johnston County and the Town of Smithfield Emergency Management with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
- 3. Appoints Johnston County and the Town of Smithfield Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Town of Smithfield Town Council for consideration.
- 4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.
- **6.** Approval was granted to reappoint Benton Sawrey and to appoint Troy Brindle to the Downtown Smithfield Development Corporation Board Appointments:

7. New Hire Report

Position Department Budget Line Rate of Pay

Firefighter Fire 10-20-5300-5100-0200 \$16.76/hr. (\$36,603.84/yr.)

P/T Firefighter (13 positions) Fire 10-20-5300-5100-0210 \$17.60/hr.

**Current Vacancies** 

<u>Position</u> <u>Department</u> <u>Budget Line</u>

 Assistant Finance Director
 Finance
 10-10-4200-5100-0200

 Equipment Mechanic
 PW – Garage
 10-30-5650-5100-0200

 Fire Inspector (Part-time)
 Fire
 10-20-5300-5100-0210

 Police Officer I (5 positions)
 Police
 10-20-5100-5100-0200

## **Business Items:**

## 1. Discussion regarding flooding in the 1600 block of South Brightleaf Boulevard

Town Manager Michael Scott informed the Council this was an update in regard to flooding in the 1600 block of South Brightleaf Boulevard. A meeting was held in December with the public and business owners to provide information on the Town's efforts to work with CSX Railroad to upsize the culverts in the area that was contributing to the flooding. At that meeting, it was believed if the Town paid \$12,600, CSX would evaluate the pipe and then move forward with the replacement or the addition of more pipes. Also, it was believed if the Town incurred the cost of the evaluation, it would also cover an evaluation downstream from Highway 301 over to I-95. After the meeting, the Town Manager contacted CSX for clarification on what was discussed at the meeting. The \$12,600 was needed for CSX Railroad to evaluate the plans submitted by the Town to either increase the size of the culverts or install additional culverts to mitigate flooding in the area. This cost did not include and evaluation of anything downstream or the permit for the installation of the culvert(s). To obtain an evaluation of the plans, CSX railroad required plans that are 90% complete. For the Town to complete the plans, an engineer would have to be hired at an approximate cost of \$40,000. The potential cost for the Town to submit plans to CSX would be approximately \$56,000. These funds would only cover the cost of the plans and the submittal to CSX for approval. If they approve the plans, then the Council must decide if they wished to move forward with the installation of the culvert(s). The Town Manager stated Town Engineer and staff had worked together to submit a BRIC grant to assist with the funding of this project.

Town Engineer Bill Dreitzler explained the BRIC (Building Resilient Infrastructure in Communities) was a relatively new grant opportunity. It was a modification of FEMA mitigation grants. In October, staff submitted a letter of interest and other documentation to apply for the grant. The grant application was approved by the State hazardous Mitigation to move forward in the process. All applications would be approved by the state before moving on to FEMA for evaluation. Staff feels like this was a

worthy project, but since this is a national grant, there were no guarantees the Town would receive the funding. Staff estimated that the overall cost of the project would be \$708,400.

Councilman Scott questioned the type of grant funding. Mr. Dreitzler responded it was a 75/25 match. The Town would be responsible for 25% of the cost.

Councilman Scott stated the property in question was owned by CSX Railroad which was private property. If the Town chose to move forward with the project, it was essentially using public money for private property. He further stated that CSX was responsible for the problem and they should fix it. He questioned if the Council should pursue come type of legal action against CSX because the flooding issues are the result of their improperly sized culverts.

Town Attorney Bob Spence explained the culvert was not the property of the Town and the Town was not responsible for maintaining it. If the Town were to install additional culverts or replace the existing culvert, the Town would then be responsible for it and any liability associated with it. Also, railroad have federal protection against legal action. Mr. Spence stated the more the Town was involved with this, the more it would be responsible.

Town Manager Michael Scott stated CSX offered to allow the Town to take over control of the ditches and culverts along the railroad track, but the Town would be 100% responsible indefinitely.

Mayor Pro-Tem Dunn stated that if the Town were to clean the ditches and culverts, staff would be trespassing on private property. Mr. Spence responded the more involved the Town became, the more of an issue it would be for the Town.

Councilman Barbour stated he empathized with the property owners that have been affected by the flooding. He stated he agreed with Councilman Scott's idea of litigation. He suggested involving other Towns that are facing the same issues with CSX Railroad. The communities affected could file a class action lawsuit. Councilman Barbour further stated that as a citizen of Smithfield, he would not feel good about spending the Town's funds to fix the railroad's problem on its property. He was also concerned about the Town being liable for CSX's problem.

Mr. Spence stated the Town needed to clearly and thoroughly investigate the liability the Town would assume if it took over the ditched and culverts. The Town would need a noticeably clear agreement with CSX as to the maintenance obligation the Town would be assuming. Typically, once you assume maintenance obligation, you assume responsibility and due care negligence.

Councilman Scott asked if there were funds in the budget to pay the \$56,000 for the engineering study and the review by CSX. The Town Manager responded that since this was not a budget item, funds could be used from the contingency line or from the general fund fund balance. Councilman Scott requested the Town Manager to provide funding options for the engineering study and plan review. Ultimately, the problem must be fixed, but he again suggested legal action. Mr. Spence responded there were some federal statute that protected the railroad, and he would investigate those more closely. Mr. Spence further stated it was more difficult to sue the railroad to correct its problems than it was to sue for damages because of their neglect.

Councilman Scott asked if Town staff has invested stormwater runoff and how it flows to the river. Town Manager Michael Scott responded anything involving stormwater drainage was a General Fund issue. A stormwater study was conducted, and a committee was created. The committee is prepared to provide recommendations to the Council for consideration. To have a positive impact on stormwater runoff, the Town will need funding. A stormwater utility will need to be created. Currently, the Town does not have the manpower, or the resources evaluate all our ditches and pipes.

David Johnson of 39 Sassafras Lane, Clayton North Carolina stated that the water flooding the properties along the area was Smithfield's water. He questioned if the Council was going to be a moratorium on development on that side of Town because future development would exacerbate the problem. He stated his property was essentially worthless because it floods every three to five years. He further stated that the problem did not lie with CSX but lied with the Town. He stated he wanted an answer from the Town if it was going to try to mitigate the flooding of his property.

Mayor Pro-Tem Dunn stated he understood Mr. Johnson's frustrations and thanked him for expressing his concerns to the Council.

## 2. Update on the Drone Program

Communications Specialist Brian Eaves provided the Council with an update on the Drone Program. Mr. Eaves explained there have been a lot of new developments with drones. Drones are now being used for recreational, agricultural, public safety and many uses. Currently, Town staff is utilizing drones for video and photography, but they can be more widely used throughout the Town Departments. Things such as search and rescue, crowd monitoring, inventory/infrastructure mapping, and equipment assessments can be done safely with the use of a drone.

Mr. Eaves explained staff drafted a public policy that would allow people to safely fly drones in Smithfield. The pilot site for public use would be the Johnson Park in West Smithfield. Drones could only be flown from dawn to dusk.

Councilman Barbour expressed his appreciation to staff for the research they have done on this project. He explained the numerous ways in which the Town could utilize drones. During the budget process, it may be important to address the need for more drone infrastructure. Dr. Barbour stated the purpose of the policy was to provide guidelines and a safe place for the public to legally fly their drones.

Councilman Scott stated that Johnson Park is in the direct flight landing pad for Johnston Regional Airport. He questioned if staff had spoken to airport authorities about the use of drones at the park. Mr. Eaves responded they would speak with the airport authority once they received approval from the Council to adopt the draft policy and approve the pilot site at Johnson Park.

Councilman Barbour recommend staff meet with airport staff to determine if this site would be feasible for drone traffic and if they had any recommendations.

## 3. Consideration and request for approval of the East River Preliminary Plat Revisions (S-18-01)

Planning Director Stephen Wensman explained that in our process we have a PUD rezoning with a plan which is essentially a preliminary plat. The application submitted to the Council for approval is a different application that is required by law for the platting process. Essentially, the master plan is being resubmitted a a preliminary plat. The administrative approval of the preliminary plat states that the plat meets all UDO requirements, and the construction plans are 95% complete and correct to the UDO.

Councilman Scott questioned the structures that would be in the central park area. Mr. Wensman responded the applicant has proposed a playground, pavilion, mail kiosks, a dog park, open space, trails, and landscaping.

Councilman Barbour stated that along Buffalo Road, in lieu of sidewalks there would now be a trail. He questioned if they would be public or private trails. Mr. Wensman responded the trails would be public trails.

Councilman Scott made a motion, seconded by Councilman Barbour, to approve the revised preliminary plat for East River PUD, S-18-01. Unanimously approved.

4. Consideration and request for approval to adopt Zoning Text Amendments ZA-20-03 Planning Director Stephen Wensman explained this zoning text amendment was the conditional zoning, quasi-judicial preliminary plat review and 160D additions. Mr. Wensman stated this had been submitted to the Council twice for review and consideration.

Councilman Barbour made a motion, seconded by Councilman Wood, move to approve the UDO Text Amendment ZA-20-03 finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest. Unanimously approved.

## ORDINANCE # ZA-20-03 AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD UNIFIED DEVELOPMENT ORDINANCE ARTICLES 3, 4, 5, 6 AND 7

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 provide for quasi-judicial approvals of subdivision preliminary plats, to adopt Historic Preservation Commission and regulations, to incorporate the 160D enabling legislation changes, and to fix errors, ambiguities.

**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:

- 1. The Articles attached in Exhibit A are amended as set forth by the deletions (strikethroughs) and additions (double underlining)
- 2. That if this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to that end the provisions of this ordinance are declared to be severable.
- 3. That if it be determined that any other Town Ordinance or any part of any other Town Ordinance is in conflict with this Ordinance, said conflicting Ordinance shall be deemed repealed and of no effect and the provisions of this Ordinance shall prevail.

These amendments of the Unified Development Ordinance shall become effective upon adoption.

{Attached hereto by refence and made a part of these official minutes is a copy of Exhibit A which is on file in the Office of the Town Clerk}

## 5. Consideration and request for approval to purchase an underground puller for the Electric Department

Public Utilities Director Ted Credle addressed the Council on a request to purchase an underground puller for the Electric Department. He explained as residential subdivision are built, main power lines are installed underground. Staff has utilized water/sewer equipment or a contractor in the past to perform the underground installation. Staff would be requesting to purchase an underground puller in three to five years. While investigating other equipment, staff found a used underground puller at a cost of \$50,00. A comparable machine would cost \$170,000. By purchasing the equipment now, it would be a savings to the Town. Since funds were not budgeted for this equipment, funds would be used from the voltage conversion project which has adequate funds.

Mayor Pro-Tem Dunn questioned how often this equipment would be used. Mr. Credle explained it would be used every month or every couple of months. With continued growth, the equipment would be used more frequently.

Councilman Scott made a motion, seconded by Councilman Barbour, to approve the purchase of the underground puller for the Electric Department. Unanimously approved.

Councilman Stevens questioned if this piece of equipment could be rented to other Towns to help offset the cost of the equipment. Mr. Credle responded he would discuss that option with Clayton, Benson and Selma.

## 6. Consideration and request for approval to update the Public Utility Capital Improvement Plan

Public Utilities Director Ted Credle addressed the Council on a request to approve the proposed update for the capital improvement plan for public utilities. Although this plan is not required by law,

it enables the Town to be in a more advantageous position for grants and loans. The most recent update was approved by Council in June of 2018. Normally, staff updates the plan annually, but until the water plant project was settled, we could not update the plan. The plan combines all three budgeted departments: electric, water plant and water /sewer. Mr. Credle highlighted completed and ongoing projects in all three departments.

Councilman Scott asked that funds and planning be included for the load management program.

Councilman Scott made a motion, seconded by Councilman Barbour, to approve the update to the Public Utility Capital Improvement Plan. Unanimously approved.

{Attached hereto by refence and made a part of these official minutes is a copy of the Approve Public Utility Capital Improvement Plan which is on file in the office of the Town Clerk}

7. Consideration and request for approval to enter an agreement with Collection Agency, Penn Credit Corporation, for the collection of past due receivables Finance Director Greg Siler addressed the Council on a request to enter into an agreement with Penn Incorporated. This collection agency was recommended and vetted by the North Carolina League of Municipalities. Previously, the Town had an agreement with another collection company that did not perform as expected. That contract was never renewed. Auditors brought it to Mr. Siler's attention that they would like the Town to write off any debts that were deemed uncollectible. Staff is requested to employ an outside agency for assistance with its uncollected debt.

Councilman Scott questioned if this agency would be used for only closed accounts and not for existing customers. He further questioned if the Town was using the Debt Setoff Program. Mr. Siler responded the agency would only be used for closed accounts. He further responded that staff was using the Debt Setoff Program, but when the tax laws changed in 2014, collecting debt via income tax refunds lessened by 50%.

Councilman Scott made a motion, seconded by Councilman Barbour, to enter into an agreement with Penn Credit Corporation for the collection of past due receivables. Unanimously approved.

**8.** Discussion concerning employee hazard compensation

Town Manager Michael Scott stated staff was asked by Council to investigate the possibility of providing hazard pay or hazard bonuses for employees as it related to the COVID-19 pandemic. Human Resources Director Tim Kerigan contacted other jurisdictions to ascertain what they were providing for their employees. Options included: additions to hourly wages for some, bonuses for all staff and bonuses for only public safety (Police and Fire) employees. The Town Manager recommended if the Council want to acknowledge the risk, and the assistance and the hard work that the staff has done, and our employees have done, that every employee receive a bonus of some type of the same amount. The recommended amount per employee would be \$500 and could be absorbed in the current budget.

Councilman Scott stated he asked that this be brought before the Council for consideration because the employees have continued to provide the level of service the citizens expect during the pandemic.

Councilman Barbour made a motion, seconded by Councilman Scott, to award a \$500 one-time hazard pay bonus to all full time and all permanent part time employees to be implemented at the beginning of the next pay period. Unanimously approved.

## **Councilmembers Comments:**

• Councilman Scott encouraged the public to stay diligent during the pandemic. He also expressed

his appreciation to Councilman Lee for all his efforts during the holidays.

- Councilman Wood stated his mother-in-law recently passed away. She was employed at the SRAC
  in the playroom and the children loved her. The family appreciated all the calls, texts, and messages
  they have received.
- Councilman Stevens expressed his appreciation to Lawrence Davis who he witnessed cleaning storm drains in South Smithfield on Christmas Eve. He also expressed his appreciation to the Fire Department for assisting him.
- Mayor Pro-Tem Dunn stated that during this time of the year, it was important to spend time with our family and friends. He stated that while the vaccine was being distributed it was still important to wash your hands, maintain your distance and sanitize as much as possible.

## Town Manager's Report:

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

- Police K-9: The police department's newest K-9, Titus and his handler, Officer Jernigan, have returned from training and certification and are both working on patrol.
- AMI: The installation of automatic water meters budgeted for the current fiscal year will begin about January 19th on the West part of Town. Contractors will be clearly identifiable as Nex-Gen employees
- The Town Manager expressed his appreciation to Pete Connet for serving the Town as the Interim Public Works Director for the past seven weeks.

## Closed Session Pursuant to NCGS 143-318.11 (a) (3)

Councilman Barbour made a motion, seconded by Councilman Wood, to enter into Closed Session pursuant to the aforementioned statute. Unanimously approved at approximately 9:10 pm

### Reconvene in Open Session

Councilman Wood made a motion, seconded by Councilman Barbour, to reconvene in Open Session. Unanimously approved at approximately 9:36 pm

Councilman Scott made a motion, seconded Councilman Wood, retain and authorize the law firms of Fields PLLC, Bowers Law Office, Miller Law Group, PLLC, The Ford Firm PLLC, Gene Davis, PLLC and Seneca Jacobs as Client's attorneys in connection with the investigation and prosecution of damage claims associated with opioids and related products improperly manufactured, distributed and marketed by defendants in the National Prescription Opiate Litigation, MDL 2804 pending in the Northern District of Ohio and other parties and such other matters as the client and the attorney group may agree in writing and to authorize the Town Manager to act on behalf of the Town. Unanimously approved.

## Adjourn

Being no further business, Councilman Scott made a motion, seconded by Councilman Wood to adjourn the meeting. Unanimously approved. The meeting adjourned at approximately 9:38pm

ATTEST:	M. Andy Moore, Mayor
Shannan L. Parrish, Town Clerk	

The Smithfield Town Council held a Special Meeting on Thursday, January 21, 2021 at 7:00 p.m. via Conference Call, Mayor M. Andy Moore presided.

## **Councilmen Present**:

John Dunn, Mayor Pro-Tem (6:56 pm – 9:09 pm)
David Stevens, District 2 (6:51 pm – 9:09 pm)
Travis Scott, District 3 (6:57 pm – 9:09 pm)
Dr. David Barbour, District 4 (6:53 pm – 9:09 pm)
Stephen Rabil, At-Large (7:00 pm – 9:09 pm)
Roger Wood, At-Large (6:58 pm – 9:09 pm)

Councilmen Absent Marlon Lee, District 1 Administrative Staff Present
Michael Scott, Town Manager
Ted Credle, Public Utilities Director
Shannan Parrish, Town Clerk

Also Present
Bob Spence, Jr, Town Attorney
Bill Dreitzler, Town Engineer

## Call To Order

Mayor Moore reconvened the meeting at 7:02 pm

## Roll call of Councilmembers in Attendance

Town Clerk Shannan Parrish conducted the roll call of the Council present. Councilman Lee was not present for the meeting. All others were in attendance.

## Approval of the Agenda

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

## Closed Session: Pursuant to NCGS 143-318.11 (a) (4)

Mayor Pro-Tem Dunn made a motion, seconded by Councilman Rabil, to enter in to Closed Session pursuant to North Carolina General Statute 143-318.11 (a) (4). Unanimously approved at 7:05 pm

## Reconvene in Open Session

No action was taken.

## **Adjourn**

Being no further business, Councilman Barbour made a motion, seconded by Mayor Pro-Tem Dunn, to adjourn the meeting. The meeting adjourned at approximately 9:08 pm.

ATTEST:	M. Andy Moore, Mayor
Shannan I Parrish Town Clerk	



# Request for Town Council Action

Consent Agenda Agreement for Johnson Court Date: 02/02/2021

Subject: Bond Agreement for Johnson Court Apartments

Department: General Government

Presented by: Town Manager - Michael Scott and Town Attorney - Bob

Spence

Presentation: Consent Agenda Item

## **Issue Statement**

Vitus is a development company that creates and renovates quality homes for families and seniors who need them. Vitas has acquired the Johnson Court Apartments at 2228 Kay Drive in Smithfield. The Council approved assisting Vitus with bond funding to renovate the Johnston Court Apartments in November, 2020. Vitus now requires a resolution memorializing the November approval.

## Financial Impact

There is no financial impact for the Town other than staff time.

## Action Needed

Approve Resolution No. 676 (04-2021)

### Recommendation

Approve the Resolution No. 676 (04-2021)

Approved: **☑** Town Manager **☑** Town Attorney

## Attachments:

- 1. Staff Report
- 2. Resolution No. 676 (04-2021)



Consent Agenda Agreement for Johnson Court

Bob Spence has been working with Vitus' Bond Attorney, Kristen Kirby of McGuireWoods LLP, to work through this process and verify that Smithfield has no legal obligation for any repayment of the bonds being solicited. During the November Regular Council Meeting, the Council voted to assist Vitus with seeking bond funds for the renovation of Johnston Court Apartments. Vitus had requested a resolution be approved at the November meeting. The resolution was not included in the agenda packet therefore Vitus is requesting the resolution be approved at the February Meeting. The resolution is attached.

## TOWN OF SMITHFIELD RESOLUTION NO. 676 (04-2021)

APPROVING IN PRINCIPLE THE ISSUANCE OF NOT TO EXCEED \$53,500,000 OF MULTIFAMILY HOUSING REVENUE BONDS BY THE BURLINGTON HOUSING AUTHORITY TO FINANCE A PORTFOLIO OF AFFORDABLE MULTIFAMILY HOUSING DEVELOPMENTS, INCLUDING JOHNSON COURT APARTMENTS IN THE TOWN OF SMITHFIELD, NORTH CAROLINA, AND APPROVING THE INTERLOCAL AGREEMENT RELATED THERETO

WHEREAS, the Town Council (the "Town Council") of the Town of Smithfield, North Carolina (the "Town") met in Smithfield, North Carolina at 7:00pm on the 2<sup>nd</sup> day of February, 2021; and

WHEREAS, pursuant to Section 160D-1311(b) of the General Statutes of North Carolina, the Town is authorized to exercise the powers granted to housing authorities under the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the "Act"); and

WHEREAS, Section 157-10 of the Act provides that "any two or more housing authorities may join or cooperate with one another in the exercise, either jointly or otherwise, of any or all of their powers for the purpose of financing (including the issuance of bonds, notes or other obligations and giving security therefor)...a housing project or projects located within the boundaries of any one or more of said authorities" and for such purpose a housing authority "may by resolution prescribe and authorize any other housing authority or authorities, so joining or cooperating with it, to act on its behalf with respect to any or all of such powers"; and

WHEREAS, affiliated or related entities of Vitus Group, LLC, a Delaware limited liability company, and Affordable Housing Institute, Inc., a Florida nonprofit corporation (collectively, the "Borrower"), have requested that the Burlington Housing Authority assist in financing the acquisition and rehabilitation of a portfolio of low-income multifamily residential rental facilities (the "Project"); and

WHEREAS, the Burlington Housing Authority, a housing authority organized and operating pursuant to the Act, desires to issue its multifamily housing revenue bonds in an amount not to exceed \$53,500,000 (the "Bonds"), for the purpose of providing financing to the Borrower for the Project; and

WHEREAS, a portion of the proceeds of the Bonds in the amount of approximately \$8,000,000 will be loaned to Borrower and used to finance the acquisition, rehabilitation and equipping of a 70-unit residential rental facility known as Johnson Court Apartments, and located in the jurisdiction of the Town at 2228 Kay Drive, Smithfield, North Carolina (the "Development"), which is one of the facilities in the portfolio making up the Project; and

WHEREAS, the Town acknowledges that the acquisition, rehabilitation and equipping of the Development will satisfy a need for affordable housing within the Town of Smithfield, North Carolina and that the financing of the Development will be in furtherance of the Town's purposes, acting as a housing authority, under the Act; and

WHEREAS, the Burlington Housing Authority has requested that the Town, acting as a housing authority, agree, in accordance with Section 157-10 of the Act, to cooperate with it in the financing of the Development through the issuance of the Bonds by the Burlington Housing Authority, as the issuer, and the Town desires to do so; and

WHEREAS, to memorialize the Town's agreement that the Burlington Housing Authority act as issuer of the Bonds, and to establish the respective rights and duties of the Town and the Burlington Housing Authority with respect to the issuance of the Bonds, the financing of the Development and other matters related thereto, the Town and the Burlington Housing Authority intend to enter into an Interlocal Cooperation Agreement (the "Interlocal Agreement"), a form of which has been provided to the Town Council; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that any bonds issued by the Burlington Housing Authority for the Development may only be issued after approval of the plan of financing by the Town Council of the Town following a public hearing with respect to such plan; and

WHEREAS, the Town Council held a public hearing on November 10, 2020, with respect to the issuance of the Bonds, a portion of which will be used to finance the Development, as evidenced by the Certificate and Summary of Public Hearing attached hereto as Exhibit A; and

WHEREAS, the Town has determined that approval of the issuance of the Bonds is solely to satisfy the requirements of the Act and Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the Town for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Burlington Housing Authority, or to constitute the Bonds or any of the agreements or obligations of the Burlington Housing Authority an indebtedness of the Town, within the meaning of any constitutional or statutory provision whatsoever;

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

- 1. The proposed issuance of the Bonds by the Burlington Housing Authority in one or more series, in an amount not to exceed \$53,500,000, a portion of which will be used to finance the acquisition, rehabilitation and equipping of the Development within the jurisdiction of the Town, is hereby approved for purposes of Section 147(f) of the Code and the Act.
- 2. The Town hereby consents to and approves the issuance by the Burlington Housing Authority of the Bonds and agrees to cooperate with the Burlington Housing Authority and authorizes the Burlington Housing Authority to act on its behalf, solely in connection with the issuance of the Bonds for the Development, subject to the terms of the Interlocal Agreement.
- 3. Each of the Mayor and the Town Manager of the Town or their respective designees is hereby authorized and directed to execute and deliver the Interlocal Agreement.
- 4. The Interlocal Agreement shall be in substantially the form provided to the Town Council, which is hereby approved, with such completions, omissions, insertions and changes as may be necessary to reflect the final terms of the Interlocal Agreement, including any changes approved by the Mayor or the Town Manager executing the Interlocal Agreement after consultation with bond counsel and counsel to the Town, his execution to constitute conclusive evidence of his approval of any such completions, omissions, insertions and changes.
- 5. Any authorization made hereby to the Mayor or Town Manager to execute a document shall include authorization to the Town Clerk to affix the seal of the Town to such document and attest such seal if necessary, and, where appropriate, to deliver it to the other parties thereto.

6. The Mayor and the Town Manager are each hereby authorized and directed to execute and
deliver any and all other documents, agreements, instruments, and certificates in the name and on behalf of
the Town and to take such other actions on behalf of the Town as may be necessary or desirable in
connection with the Interlocal Agreement or the issuance of the Bonds by the Burlington Housing Authority
to finance the Development. All other acts of the Mayor or the Town Manager previously taken or to be
taken that are in conformity with the purposes and intent of this resolution and in furtherance of the
Interlocal Agreement, the undertaking of the Development, and the issuance of the Bonds by the Burlington
Housing Authority, as the issuer, are hereby authorized, ratified, confirmed and approved.

7. This resolution shall take effect immediate	ely.
Town Council member moved the Council member seconded the following vote:	e passage of the foregoing resolution and Town motion, and the resolution was passed by the
Ayes:	
Nays:	
Not voting:	
* * * * * *	*
CERTIFICATI	<u>ION</u>
I, Shannan Parrish, Town Clerk to the Town of CERTIFY that the foregoing is a true and complete copy of for the Town of Smithfield, North Carolina, at a regular meas it relates in any way to the resolution hereinabove set fithe minutes of the Town Council.	so much of the proceedings of the Town Council eeting duly called and held on February 2, 2021,
WITNESS my hand and the seal of the Town Couthis day of February, 2021.	ncil of the Town of Smithfield, North Carolina,
	hannan Parrish, Town Clerk Town of Smithfield, North Carolina

## Exhibit A

## Certificate and Summary of Public Hearing

The undersigned Town Clerk of the Town of Smithfield, North Carolina, hereby certifies:

- 1. Notice of a public hearing (the "Hearing") to be held on November 10, 2020, with respect to the issuance of bonds by the Burlington Housing Authority (the "Authority") for the benefit of affiliates of affiliated or related entities of Vitus Group, LLC and Affordable Housing Institute, Inc. (the "Borrower") was published on November 3, 2020, in the *News & Observer*.
  - 2. The presiding officer of the Hearing was Mayor M. Andy Moore.
  - 3. The following is a list of the names and addresses of all persons who spoke at the Hearing:
  - 4. The following is a summary of the oral comments made at the Hearing:

IN WITNESS WHEREOF, my hand and the seal of the Town of Smithfield, North Carolina, this  $10^{th}$  day of November, 2020.

Shannan Parrish, Town Clerk	
Town of Smithfield, North Carolina	

(SEAL)



# Request for Town Council Action

Fire

Consent Department

Agenda Fire

Item: Engineer Promotion

Date: 02/02/2021

Subject: Fire Engineer Promotion

Department: Fire Department

Presented by: Fire Chief John Blanton Presentation: Consent Agenda Item

#### **Issue Statement**

The Fire Department currently has an eligible firefighter II that has met all requirements to promote to the vacant position of Fire Engineer, the position became available in October of 2020, approving this promotion will fill the vacancy.

### Financial Impact

This promotion includes a 10% increase in annual salary. This is annual impact of \$3,975.00. This is a decrease in budget due to the engineer that resigned was earning a higher salary.

#### **Action Needed**

Council to approve this promotion to fill a vacancy.

### Recommendation

To approve this promotion.

Approved: ☑ Town Manager ☐ Town Attorney

#### Attachments:

1. Staff Report



Fire
Consent Department
Agenda Fire
Item: Engineer
Promotion

Smithfield Fire Department Career Ladder Policy

#### **PURPOSE**

• The purpose of this procedure is to identify the eligibility requirements for the positions of Firefighter I, Firefighter II, and Fire Engineer, Fire Lieutenant, Fire Captain, Fire Inspector I, Fire Inspector II, Assistant Chief – Fire Marshal, Division Chief – Training, and Fire Chief.

Positions within the Smithfield Fire Department are established to provide for the advancement of qualified, efficient, effective, skilled, and dedicated personnel. These personnel must, through initiative, loyalty, and commitment, be able to actively contribute to the efficient and harmonious operations of the department. A thorough knowledge of department operations, equipment and the department's jurisdiction must be achieved and maintained.

#### **POLICY**

- It shall be the policy of The Town of Smithfield Fire Department to provide career advancement, subject to budget limitations, for the personnel who demonstrate an acceptable level of knowledge, skill, and ability.
- To be considered for promotion/selection to any of the positions below, a candidate must maintain annual upgrades for all certifications and requirements where applicable. The candidate must have a recommendation letter from their immediate supervisor and have received no disciplinary action within the last 12 month period.
- The Fire Chief may waive certain requirements to maintain a balance of job classifications.

# <u>Fire Engineer</u> (This step is subject to position availability)

- Must have served twenty-four (24) months as Firefighter II with the Town of Smithfield Fire Department
- NC Fire and Rescue Commission Driver/Operator Pumps Certification
- NC Fire and Rescue Commission Driver/Operator Aerials Certification
- NFA Preparation for Initial Company Operations Certification
- NFA Decision Making for Initial Company Operations Certification
- NFA Strategies and Tactics for Initial Company Operations Certification
- Must successfully pass departmental written and practical testing



# Request for Town Council Action

Approval to Install
Consent Exhaust
Agenda Removal
Item: System at Fire Station
#2

Date: 02/02/2021

Subject: Install Exhaust Removal System at Station#2

Department: Fire Department

Presented by: Fire Chief - John Blanton Presentation: Consent Agenda Item

#### **Issue Statement**

Authorization to accept the AFG Grant and install the exhaust removal system at Fire Station #2 located at 1200 W. Market St.

### Financial Impact

Approved Budgeted Amount for FY 2020-2021: \$1,619.05

Amount of Purchase/Bid/ Contract: \$29,893.00 this is the amount needed to complete the entire project. The grant award requires the Town to pay for the costs upfront, with 95% being returned to the Town upon completion. All construction and reimbursement are expected to take place during the current fiscal year.

#### Action Needed

Approve acceptance of the AFG Grant and approve the acceptance of the bid of \$29,893.00 from Air Cleaning Specialist Raleigh, NC.

#### Recommendation

Approve acceptance of the AFG Grant and approve the acceptance of the bid of \$29,893.00 from Air Cleaning Specialist Raleigh, NC.

Approved: ☑ Town Manager ☐ Town Attorney

#### Attachments:

- 1. Staff Report
- 2. Air Cleaning Specialist Bid.
- 3. Air Vacuum Corporation
- 4. Flume-A-Vent: Incomplete / Partial Bid



Staff Report

Approval to Install Consent Exhaust Agenda Removal Item: system at Fire Station #2

The Fire Department was approved during budget to seek bids for repairs to the roof at Station #2. The roof at the Fire Station is over 41 years old having been repaired many times throughout the years, is in need of replacement of the main portion of the roof. In 2008 during the partial renovation the roof over the new Training Room was replaced with a new roof. We are now needing to replace the remainder of the roof area, as it has started to leak in a few spots in the apparatus bay. We sent out RFP's (request for price) for the needed repairs to 3 different roof companies and received comparable quotes.

The request for proposal were sent out to the following companies:

• Air Cleaning Specialist: \$29,893.00

• Air Vacuum Corporation: \$27,082.00

• Flume-A-Vent: Incomplete/Partial Bid: \$10,914.66

After vetting of these companies, the staff determined Air Cleaning Specialist is the company that best fits the needs of this project. Based on the following facts:

- Air Cleaning Specialist: (Plymovent) is the brand the department currently uses and all the fittings and hoses are compatible with this brand. We have had this company service our equipment since 2011. Changing different adapters would be cost inhibitive, and due to other factors mentioned below.
- Air Vacuum Corporation: if this company is used there are hidden costs along with the incompatible fittings that would need to be purchased. This system requires constant maintenance with the filters needing to changed on different intervals as close as monthly to 24 months intervals. The filters are not included after the initial purchase, making it a constant maintenance item. This company has no service locations nearby.
- Flume-A-Vent: This quote is for only partial equipment and not the installation or service. Again, as before the system is not compatible with our current system and

we would have to incur additional costs to update our apparatus to fit this system. This company has no service locations nearby

In our August Council Meeting it was approved to accept the FEMA AFG Grant, with the budgeted amount of \$1,619.05 being what was needed to complete this construction. Only after receiving the bid award and reading all the documents did we learn we had made a mistake in understanding the Grant. We mistaken the part that we (The Town) would have to pay for the entire project in whole and then be reimbursed after completion. For this reason, we mis-represented the costs of this project in March and again in August. In making this mistake this project was not budgeted only the 5% portion. We are asking for forgiveness and approval to move forward with this project as it is vital to the health and safety of our personnel that live inside these buildings.

This request is to allow the Town to budget \$29,893.00 for this project with the understanding that the FEMA AFG Grant will reimburse \$28,398.35, a difference of \$1,494.65 back to the Town once completed. The project is estimated to be completed by March 1, 2021.

DATE:	1/14/21
TO:	Smithfield Fire Department
	PO Box 761
	Smithfield, NC 27577
PHONE:	919.934.2468
FAX:	919.934.1134
E-MAIL	smithfield.fire@smithfield-nc.com
ATTN:	John Blanton, Fire Chief



#### **PLYMOVENT ESTIMATE**

Location: Fire Station #2 (Three (3) back-in drops - out front of fire station)

- Three (3) Sliding Balancer Tracks with 5-inch upper hoses, 5-inch Safety Disconnect Handles, 5-inch lower hose, and 5-inch Magnetic Grabber Assemblies with 5-Inch Conical Adapters for three (3) fire apparatus (back-in type)
- · All necessary ductwork for all three drops
- One (1) 1 Phase Plymovent motor blower sized for three (3) drops
- · One (1) 10-Inch wall penetration for Plymovent exhaust
- One (1) 1 Phase UL listed control panel sized for three (3) drops
- · All pressure sensors for auto fan activation, and three (3) tailpipe modifications
- All labor, installation, freight, electrical wiring, and rental equipment to install the Plymovent exhaust system, and ductwork
- All necessary installation material and hardware to install the Plymovent exhaust system, and ductwork
- · 48 Hour response time on all warranty and service
- Two periodic tune-ups per year (during the five year warranty period)

TOTAL INSTALLED PRICE, NO TAX	\$29,893.00
*Price does not include any sales tax, any seismic restraining or seismic engineering painting.	g, any bonding, or any
PRICE IS VALID FOR THE 2019 AFG PROGRAM	
DDODOSED BV: ACCEDI	ED BV:

William J. LeFavor

blefavor@acscarolinas.com

ACCEPTED BY:

PO#

#### **TERMS**

DELIVERY: TBD

PAYMENT: DUE UPON RECEIPT OF INVOICE

PROVIDING AIR POLLUTION CONTROL SOLUTIONS FOR THE WORKPLACE



# The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

PROPOSAL – AIRVAC 911® Multi-Directional (Horizontal & Vertical) Air Flow Exhaust Removal System THE SALE OF AIRVAC 911®, ENGINE EXHAUST AIR FILTRATION SYSTEM, BY AIR VACUUM CORPORATION OF DOVER N.H.,

FOR REMOVAL OF HAZARDOUS EMISSIONS FROM FIRE, RESCUE, TRUCKING, AND OTHER HEAVY EQUIPMENT FLOOR AREAS.

THIS QUOTATION HAS BEEN PREPARED FOR: 11/9/2020



Fire Engineer, Anthony Piper Smithfield Fire Department 111 S. Fourth Street Smithfield, NC 27577

#### **SPECIFICATIONS**

MODEL: AIRVAC 911®, VERTICAL AIR FLOW DESIGN, CEILING HUNG, RE-CIRCULATING AIR FILTRATION SYSTEM. MANUFACTURED BY: AIR VACUUM CORPORATION, 6 FARADAY DRIVE, DOVER, NH 03820.

FILTRATION: "4-STAGE" FILTER PACK. ALL FILTERS ARE INDUSTRY STANDARD SIZED, UL TESTED & CERTIFIED.

PRE-FILTER (STAGE 1): 24" X 24" X 1". 3-PLY POLYESTER CONSTRUCTION. TWO LAYERS OF 16/40 DUAL DENIER POLY FIBERS WITH A FINAL DUST CATCHING ADHESIVE LAYER. SELF-SEALING FILTER WITH PRE-INSTALLED INTERNAL HEAVY GAGE WIRE FRAME. MERV 8. PERFORMANCE BASED ON A.S.H.R.A.E. 52.1-1992 TEST METHOD. CLASSIFIED AS A UL CLASS 2 FILTER, ACCORDING TO UL STANDARD 900 AND CAN 4-S111.

MAIN MEDIA FILTER (STAGE 2): 24" X 24" X 6". "HEPA MAX 3000" HIGH EFFICIENCY PARTICULATE AIR FILTER. DOP TESTED WITH 0.3 MICROMETER SIZED PARTICLES TO HAVE A MINIMUM EFFICIENCY OF UP TO 95% AND EXCEEDS THE MAXIMUM EFFICIENCY OF 98% ASHRAE 52.1 TESTED FILTERS. CONSISTS OF A PLEATED MEDIA PACK ENCLOSED WITHIN A GALVANIZED STEEL FRAME ASSEMBLY. ULTRA-FINE FIBERGLASS MEDIA FORMED IN A SERIES OF PLEATS SEPERATED BY CORRUGATED ALUMINUM DIVIDERS TO MAINTAIN UNIFORM SPACING BETWEEN EACH PLEAT FOR OPTIMAL AIRFLOW. CLASSIFIED CLASS 2 ACCORDING TO U.L. STANDARD 900 AND IS CLASSIFIED MERV 16 IN ACCORDANCE WITH ASHRAE STANDARD 52.2. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 16 LBS

GAS-PHASE EXTRACTOR (STAGES 3&4): ONE 24" X 24" X 4", "MULTISORB 3000" BLENDED GAS PHASE EXTRACTOR. 50/50 RESPIRATOR GRADE ACTIVATED CARBON GRANUALS EFFECT FOR REMOVAL OF HIGH WEIGHT MOLECULAR GASES WITHIN DIESEL EXHAUST (VOC'S, HYDROCARBONS, BENZENE, OCTANE, METHANOL AND MORE) AND POTASSIUM PERMANGANATE FOR REMOVAL OF LIGHT WEIGHT MOLECULAR GASES (SULFUR DIOXIDE, NITROGEN DIOXIDE, FORMALDEHYDE AND MORE). FILTER IS CONSTRUCTED WITHIN A 24ga METAL FRAME WITH INTERNAL "HONEYCOMB" CONTAINMENT STRUCTURE. 50/50 BLEND EQUATES TO 28+/- LBS OF CARBON. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 30 LBS.

CABINET CONSTRUCTION: 18 & 16 GAUGE, ALL WELDED STEEL CONSTRUCTION. 25" X 26" X 28" CUSTOM GRAY POWDER COAT PAINT FINISH. TWO HINGED ACCESS PANELS: ONE, TO THE FILTER BANK AND THE OTHER TO THE MOTOR/BLOWER UNIT. A "DWYER" MAGNEHELIC STATIC PRESSURE GAGE, ALLOWS USER TO VISUALLY CHECK ON THE STATUS OF THE FILTER BANK. FOUR HORIZONTAL & ADJUSTABLE AIRFLOW GRILLS. "QUICK LATCH" FILTER COMPARTMENT WHICH IS CAPABLE OF HOLDING UP TO 15" OF FILTRATION!

ELECTRICAL: 3/4 H.P., 1725 RPM, 115 VOLT SINGLE PHASE ELECTRIC MOTOR, 13.6 F.L. AMP., RESILIENT MOUNT, AUTOMATIC THERMAL PROTECTION. ELECTRIC MOTOR, RESILIENT MOUNT. ALL MOTORS ARE UL APPROVED. <u>OPTIONS</u>: UNITS AVAILABLE @ 230 VOLT, SINGLE PHASE, 6.8 F.L. AMP, ADD \$75 EA. UNIT, SINGLE PHASE MOTOR USABLE @ 208-230 VOLT. 7.0 F.L. AMP. ADD \$115 EA UNIT, THREE PHASE 1 HP - @ 208-230/460 Volt, 3.4-3.6/1.8 F.L. AMPS, ADD \$255 EA. UNIT; TO BASE QUOTE.

BLOWER: CONTINENTAL CENTRIFUGAL IMPELLER AND FUNNEL CONE. NON-METAL & CHEMICALLY RESISTANT.

AVEC CONTROL PANEL: UL 508 CERTIFIED CUSTOM "AUTOMATIC VEHICLE EXHAUST CONTROL", MULTI-CIRCUIT AUTOMATIC RESET TIMER CONTROL. TWO CIRCUIT CONFIGURATIONS RATED AT 20 AMPS PER. TIMING RANGE OF .1 TO 120 MIN. ENCLOSED WITHIN A NEMA-4 RATED ENCLOSURE, NECESSARY FOR APPLICATIONS WHERE WATER IS PRESENT (WASHING OF VEHICLES). MANUAL THREE POSITION SWITCH FOR: AUTO MODE, SYSTEM OFF & SYSTEM RUN OVERRIDE. LED "OPERATING" LIGHT.

AUTOMATIC ACTIVATION SWITCHES: (SEE ENCLOSURES) PHOTO ELECTRIC EYES ACTIVATE SYSTEM UPON VEHICLE MOVEMENT (OUTDOOR RANGES OF UP TO 200') AND MAGNETIC DOOR SWITCHES (ONE PER OVERHEAD DOOR).

INSTALLATION: "TURN KEY" AN ADDITIONAL CHARGE MAY APPLY IF THE LOCATION OF INSTALLATION DOES NOT HAVE SUFFICIENT ELECTRICAL CAPACITY TO INSTALL THE AIRVAC 911 ®, SYSTEM. (E.G.-1 OPEN 20 AMP BREAKER PER UNIT + 1 FOR THE CONTROL PANEL). AVC PRICING DOES NOT INCLUDE THE COST OF ANY PERMITS, LICENSING FEES, REGISTRATION FEES, SALES/USE TAXES OR OTHER FEES THAT MAY BE REQUIRED UPON INSTALLATION AND BY PLACING AN ORDER WITH AVC THE BUYER IS RESPONSIBLE FOR ALL ADDITIONAL FEES AND ITEMS OTHER THAN WHAT HAS BEEN QUOTED. IN ADDITION TO, ANY INSTALLATION REQUESTS OTHER THAN "STANDARD"; SEISMIC OR VIBRATION MOUNTING HARDWARE, LOW VOLTAGE WIRING WITHIN CONDUIT, PAINTING OF CONDUIT, RECESSED CONTROLS/DEVICES, BURIED CONDUIT, RADIANT HEAT SHIELDING, REMOVAL OF EXISTING PRODUCTS ETC. MAY ALSO REQUIRE ADDITIONAL PRICING. NON GSA SCHEDULE ITEM.



# PRICE QUOTATION – STATION #2

Fire Engineer Anthony Piper Smithfield Fire Department 111 S. Fourth Street, Smithfield, NC 27577 DATE: 11/9/2020

PHONE: (919) 631-4647

FAX:

apiper.smithfieldfire.nc@gmail.com

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM - Single Ph. 115V	4	\$3,675.00	\$14,700.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	4	\$410.00	\$1,640.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$125.00	\$125.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-4C	1	\$1,099.00	\$1,099.00
ACTIVATION PACKAGE - PB030TK 200' PHOTO EYE (set) &	1	\$255.00	\$255.00
N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	3	\$46.00	\$138.00
PREFILTERS (12 Per Box/Change date est. indicated below)	12	\$8.75	\$105.00
*ESTIMATED INSTALLATION "TURN-KEY" & DELIVERED	4	\$2,255.00	\$9,020.00
*"Non-Schedule Item"			\$27.082.00

<sup>\*&</sup>quot;Non-Schedule Item"

# MADE IN THE USA

\$27,082.00

- ♦ FREIGHT: FOB Origin, TERMS: 1/2 Payment with the order & final payment prior to release. ♦ Lead-Time 8 to 10 weeks.
- Buyer is responsible for all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation.
   Governmental Purchases please consult your sales rep for GSA price list.

The AIRVAC 911® System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)
DIAGRAM IS NOT AVAILABLE AT THIS TIME. PLEASE CONSULT YOUR SALES REP FOR A DIAGRAM
SHOWING AIRVAC 911 CEILING LOCATIONS.

Approximate Filter Life Expectancy
Prefilters 3-4 months, Main filters 24+ months.

This quotation has been prepared By: <u>Thomas J. Vitko</u> Date: <u>11/9/2020</u> *Quotation Prices are valid for 90 calendar days from quotation date.* 



**८** (866) 455-2132 / **☑** info@fumeavent.com



Quote #: Q019442

Customer #: SMI275A

Prepared for Smithfield Fire Department Attn: Anthony Piper | Quoted: 11/23/20

**Item / Description** Price Ea. Qty Total 1,300.00 х3 3,900.00 Fume-A-Vent 5" Simple Drop System With Stainless Steel & Rubber Tailpipe Adapter And Spring Clip Auto Release Nozzle. Includes 12' X 5" High Temperature Hose, 80" Mounting Bracket, Support Legs And Apparatus Tailpipe Modification Kit. Fume-A-Vent F.O.B. Fenton, MO SKU: SD-0512 **⊞** Video 2,318.33 x 1 2,318.33 1,756 CFM, 5HP/3-Phase Pressure Blower



PB Series Cast Aluminum Pressure Blower

5 HP, 3 Phase, 1,756 CFM @ 4" W.G.

Up Blast, 8" Inlet & 8" Outlet

F.O.B. Mason, OH

SKU: PB15-5-3-U



## Fan Control Box Starter

Fume-A-Vent Control Box Starter With Low Voltage Landing Terminals.Features A Mild-Steel NEMA 4 Enclosure With 3-Way (HAND-OFF-AUTO) Switch And Reset Button. For Use With A 230V, 5HP, 3PH Fan And Compatible 230V, 3PH Source. Includes An Off-Delay Timer. CDOLP-ES09809-230V-3PH-5HP-24XF-TIMER

SKU: CBS-5-230-3-T

Fume-A-Vent 8" Upblast Back Draft Damper 500153-01

SKU: BDD-08

**⊞** Video

**270.00** × 1

x 1

1,498.00

270.00

1,906.50

x 1

1,498.00

1,906.50

# **Ducting Package**

Nordfab Quick-Fit Laser Welded Clamp-Together Duct System QF Duct System For Fume-A-Vent As Per Attached CAD Drawing

Ref Attached Quote No 11-110921

SKU: NF-FAV

Download Literature ▼ ☐ Video

**Lead Time:** 2-3 Weeks plus transit.

Payment Terms: CREDIT CARD Freight Surcharge:

Total

Sub Total:

9,892.83 1,021.83

\$10,914.66



# Request for Town Council Action

Consent Agenda Item: Purchase of 2 Pickup Trucks
Date: 02/02/2021

Subject: Consideration to purchase 2 pickup trucks

Department: Fire Department

Presented by: Fire Chief - John Blanton Presentation: Consent Agenda Item

### **Issue Statement**

The Fire Department is seeking approval to purchase 2 -2021 Chevrolet pickup trucks.

- 2021 1500 Silverado
- 2021 2500 Silverado

Both of these will replace current vehicles in our fleet, the 1500 will replace a 2006 Ford Explorer currently being used by the Fire Inspections office. The 2500 will replace a 2001 Ford F-150 currently being used as our Utility vehicle.

### Financial Impact

Approved Budgeted Amount for FY 2020-2021:

• 1500 4X4 pickup truck: \$34,100.00

• 2500 4X4 pickup truck: \$31,000.00

### Amount of Purchase:

• 1500 4X4 pickup truck: \$31,107.40 under budget in the amount of \$2,996.60

• 2500 4X4 pickup truck: \$30,997.00 under budget in the amount of \$3.00

#### Action Needed

Approve a motion granting permission to proceed with the budgeted purchase of the, 2- pickup trucks at a combined cost of \$62,104.40 from Capital Chevrolet utilizing the State Contract under N.C Sheriff's Association

#### Recommendation

The Fire Department recommends the purchase of the 2021 Pickup Trucks from Capital Chevrolet, Wake Forest NC.

Approved: ✓ Town Manager ☐ Town Attorney

#### Attachments:

- 1. Staff Report
- 2. Bid from Capital Chevrolet
- 3. Bid from Deacon-Jones
- 4. Bid from Kenly Chevrolet



Consent Agenda Purchase of 2 Pickup Trucks

The Fire Department requests the approval of the budgeted purchase of new 2021 Chevrolet pickup trucks.

Bids were solicited from the following vendors, using a Department created Specification:

Chevrolet 1500 4X4 crew cab 4-door

• Capital Chevrolet of Wake Forest -	\$31,107.40
--------------------------------------	-------------

Deacon Jones of Smithfield - \$31,980.00

• Kenly Chevrolet - \$34,133.00

Chevrolet 2500 4X4 regular cab

• Capital Chevrolet of Wake Forest - \$30,997.00

• Deacon jones of Smithfield - \$31,760.00

• Kenly Chevrolet - \$33,205.00

The Town of Smithfield is a member of **the NC Sheriff's Association** a cooperative purchasing program that allow Government Departments to purchase without competitive bidding.

Staff recommended the Chevrolet 1500/2500 pickup trucks after all the findings. The committee came to their decision, based on the facts and pricing. It was their goal to have dependable and cost-effective utility trucks.

Council approved in the 2020-2021 budget for the amount of \$34,100.00, to purchase a new 1500 Pickup truck for replacement of the Fire Inspector vehicle. Also to purchase a 2500 pickup truck for replacement of the Utility pickup.

# **Capital Chevrolet Inc.**

# **Government Sales Division**

From Phone/Fax E-Mail Rod Mitchell Government Account Manager

Office 919-573-8530

 $\underline{rmitchell@capitalchevroletnc.com}$ 

November 10 2020

**Smithfield Fire Department** 

North Carolina Sheriffs Association

205 Chevrolet Silverado 1500 crew cab CC10543	\$ 22,903.00
4WD	\$ 2,602.00
L82 Engine 5.3L V8	\$ 1,311.30
Q5U Wheels 17"X 8" Bright silver painted aluminum	\$ 329.00
PEB WT Value package includes PCV, Z82, ZLQ	\$ 1,424.10
Z82 Trailering package	\$ 371.30
G80Auto locking rear differential	\$ 371.30
JL1 Brake controller	\$ 258.50
CGN Chevytec spray-on bed liner	\$ 512.30
UF2 Led cargo lights	\$ 117.50
A2X Seat driver 10 way power	\$ 272.60
B30 Carpet	\$ 94.00
KI4 Power out let 120 volt	\$ 211.50
KW5 Alternator 220 amp	\$ 141.00
V46 Chrome Bumpers	\$ 188.00

TOTAL PRICE \$ 31,107.40

Remit to:

rmitchell@capitalchevroletnc.com Capital Chevrolet of Wake Forest 9820 Capital Blvd Wake Forest, NC 27587



Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Wo





# Prepared By:

Roger Wood Deacon Jones 919-934-8101 rwood@deaconmail.com



**Grand Total** 

Roger Wood | 919-934-8101 | rwood@deaconmail.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck ( Complete ) **Price Summary** PRICE SUMMARY MSRP 38,200.00 Base Price \$4,670.00 **Total Options** Vehicle Subtotal 42,870.00 \$1,595.00 **Destination Charge** 

\$44,465.00

Flog Wood Commercial and Fleet Mgr.

Degcon Jones

11-2-2020



Deacon Jones
Roger Wood | 919-934-8101 | rwood@deaconmail.com

elected M	odel and Options	i.
MODEL		
CODE	MODEL	MSRP
CK1054	2021 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	\$38,200.0
COLORS		
CODE	DESCRIPTION	
GAZ	Summit White	
MISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00
NGINE		
CODE	DESCRIPTION	MSRP
L82	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm)	\$1,395.00
RANSMISS	ion	
CODE	DESCRIPTION	MSRP
MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode, includes Cruise Grade Braking and Powertrain Grade Braking (STD)	\$0.00
VWR		
CODE	DESCRIPTION	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L82) 5.3L EcoTec3 V8 engine.)	Inc.
XLE		
CODE	DESCRIPTION	MSRP
GU6	Rear axle, 3.42 ratio	\$0,00
REFERRED	EQUIPMENT GROUP	
CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00



Roger Wood | 919-934-8101 | rwood@deaconmail.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck ( Complete )

WHEELS		
CODE	DESCRIPTION	MSRP
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (Not available with (VYU) Snow Plow Prep Package.)	\$350.00
TIRES		
CODE	DESCRIPTION	MSRP
QBN	Tires, 255/70R17 all-season, blackwall (STD)	\$0.00
PARE TIRE		
CODE	DESCRIPTION	MSRP
QBR	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)	\$0.00
AINT		
CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00
EAT TYPE		
CODE	DESCRIPTION	MSRP
AE7	Seats, front 40/20/40 split-bench with covered armrest storage (STD)	\$0.00
EAT TRIM		
CODE	DESCRIPTION	MSRP
HOU	Jet Black, Cloth seat trim (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package and (A2X) 10-way power driver seat.)	\$0,00
RADIO		
CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo.  Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00



**Deacon Jones**Roger Wood | 919-934-8101 | rwood@deaconmail.com

ehicle: [F	leet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck	( Complete
PTION DIS	COUNT	
CODE	DESCRIPTION	MSRP
-	Option/package discount (Requires (LV3) 4.3L EcoTec3 V6 engine, (L3B) 2.7L Turbo engine or (PEB) WT Value Package.) *DISCOUNT*	(\$500,00)
DDITIONA	L'EQUIPMENT - PACKAGE	
CODE	DESCRIPTION	MSRP
PCV	WT Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors (When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps. Not available with (ZLQ) WT Fleet Convenience Package. (DLF) mirrors are upgradeable to (DPO) trailer mirrors.)	Inc.
PEB	WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailering Package (Not available with (ZLQ) WT Fleet Convenience Package or (ZW9) pickup bed delete.) *GROSS*	\$1,515.00
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Included with (PEB) WT Value Package.)	Inc.
DDITIONAL	EQUIPMENT - MECHANICAL	
CODE	DESCRIPTION	MSRP
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L82) 5.3L EcoTec3 V8 engine.)	inc.
JL1	Trailer brake controller, integrated (Requires (Z82) Trailering Package. On Regular Cab models requires (PCV) WT Convenience Package, (ZLQ) WT Fleet Convenience Package or (PEB) WT Value Package.)	\$275.00
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
KW5	Alternator, 220 amps (Included with (VYU) Snow Plow Prep Package, (5W4) Special Services Package, (PEF) Work Truck 2.7L Fleet Package or (L3B) 2.7L Turbo engine. Free flow requires (L82) 5.3L EcoTec3 V8 engine.)	\$150.00



Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

CODE	DESCRIPTION	MSRP
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	Inc.
CGN	Chevytec spray-on bedliner, Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Double Cab and Crew Cab models are available with Ship Thru codes (VCO), (VDT), (VYC) or (VYS). Crew Cab and Regular Cab models are available with Ship Thru codes (A6T), (TW3), (VI1), (VKZ) or (WEZ).)	\$545.00
DLF	Mirrors, outside heated power-adjustable (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob	\$125.00
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper and (E63) Durabed, pickup bed. Included with (PQA) WT Safety Package.)	\$200.00
NJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.)	\$0.00
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00



Roger Wood | 919-934-8101 | rwood@deaconmail.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck Complete ) ADDITIONAL EQUIPMENT - INTERIOR MSRP CODE DESCRIPTION \$290.00 Seat adjuster, driver 10-way power including lumbar (Requires (ZLQ) WT Fleet Convenience A2X Package or (PCV) WT Convenience Package, (KI4) 120-volt power outlet, (KC9) 120-volt bedmounted power outlet and (H0U) Jet Black interior.) Remote Keyless Entry, with 2 transmitters (Included and only available with (PCV) WT AQQ inc. Convenience Package or (ZLQ) WT Fleet Convenience Package.) \$100.00 Floor covering, color-keyed carpeting **B30** Floor mats, rubberized vinyl, front (Included and only available with (B30) color-keyed carpeting. **B32** Inc. Floor mats, rubberized-vinyl rear (Included and only available with (B30) color-keyed carpeting, **B33** Inc. C49 Defogger, rear-window electric (Included with (PCV) WT Convenience Package.) Inc. K34 Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with Inc. (PCV) WT Convenience Package, (ZLQ) WT Fleet Convenience Package or (RGE) Safety Confidence Package.) Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted KC9 Inc. power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.) Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) \$225.00 **K**14 (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (5W4) Special Service Package, Included with (PEF) Work Truck 2.7L Fleet Package.) ADDITIONAL EQUIPMENT - SAFETY-INTERIOR MSRP CODE DESCRIPTION Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only CTT inc. available with (Z82) Trailering Package.} ADDITIONAL EQUIPMENT - OTHER CODE DESCRIPTION MSRP VQ2 Fleet Processing Option \$0.00 **Options Total** \$4,670.00

49



Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck Complete)



Note:Photo may not represent exact vehicle or selected equipment.

# **Kenly Chevrolet**

703 N Church St Kenly NC 27542 Date: 11/5/2020 Time: 12:27:12 PM

Vester, Lee

Name

Smithfield Fire Department

Address

111 South Fourth Street, Smithfield, NC 27577

Home Telephone

Business Telephone

E-Mail

919-934-2468

919-934-2468

lhodge.smithfieldfire.nc@gmail.co

m

Vehicle

10543

2021 CHEVY TRKS SILVERADO 1500 4WD CK10743 Crew Cab Work Truck

Stock No.

VIN

Color

Odometer

Options

RETAIL Retail Price \$45,210.00 Savings \$11,077.00 Selling Price \$34,133.00 **Options** \$0.00 Sub-Total \$34,133.00 \*Fees \$0.00 \*\*SalesTax \$1,023.99 Net Sales Price \$35,156.99

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# **Capital Chevrolet Inc.**

# **Government Sales Division**

From Rod Mitchell Government Account Manager

Phone/Fax Office 919-573-8530

E-Mail <u>rmitchell@capitalchevroletnc.com</u>

November 10 2020 **Town of Smithfield** 

North Carolina Sheriffs Association

206 Silverado 2500 Regular cab CC20903	\$ :	24,670.00
4WD	\$	2,332.00
PYQ Wheels 17" machined aluminum	\$	329.00
QXT Tires LT 265/70R17E all-terrain	\$	188.00
PCV WT convenience package	\$	1,715.50
KW5 Alternator 220 amp	\$	357.20
JL1 Brake controller	\$	258.50
NZZ Skid plate	\$	141.00
V46 Chrome Bumpers	\$	188.00
CGN Chevytec spray-on bed liner	\$	512.30
UF2 LED cargo lights	\$	117.50
V46 Chrome Bumpers	\$	188.00

TOTAL PRICE \$ 30,997.00

#### Remit to:

rmitchell@capitalchevroletnc.com Capital Chevrolet of Wake Forest 9820 Capital Blvd Wake Forest, NC 27587



Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142



# Prepared By:

Roger Wood Deacon Jones 919-934-8101 rwood@deaconmail.com



Roger Wood | 919-934-8101 | rwood@deaconmail.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck ( ✓ Complete )

**Price Summary** 

PRICE SUMMARY	
	MSRP
Base Price	\$37,500.00
Total Options	\$3,820.00
Vehicle Subtotal	\$41,320.00
Destination Charge	\$1,595.00
Grand Total	\$42,915.00

Moral Worll Commercial and Fleet Mgr. Degcon Jones 11-2-2020



Roger Wood | 919-934-8101 | rwood@deaconmail.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck ( ✓ Complete ) Selected Model and Options MODEL CODE MODEL MSRP CK20903 2021 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck \$37,500.00 COLORS CODE DESCRIPTION GAZ Summit White **BODY CODE** CODE DESCRIPTION MSRP E63 Durabed, pickup bed (STD) \$0.00 **EMISSIONS** CODE DESCRIPTION MSRP FE9 Emissions, Federal requirements \$0.00 ENGINE DESCRIPTION CODE MSRP Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ L8T \$0.00 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD) TRANSMISSION CODE DESCRIPTION MSRP MYD Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.) \$0.00 **GVWR** CODE DESCRIPTION MSRP JGB GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with CC20753 model and (L8T) \$0.00 6.6L V8 gas engine with 18" or 20" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)



**Deacon Jones**Roger Wood | 919-934-8101 | rwood@deaconmail.com

XLE		
CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L. Turbo-Diesel V8 engine.)	\$0.00
REFERRED	EQUIPMENT GROUP	
CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00
HEELS		
CODE	DESCRIPTION	MSRP
PYQ	Wheels, 17" (43,2 cm) machined aluminum	\$350.00
RES		
CODE	DESCRIPTION	MSRP
QXT	Tires, LT265/70R17E all-terrain, blackwall (Included with (Z71) Z71 Off-Road Package.)	\$200.00
PARE TIRE		
CODE	DESCRIPTION	MSRP
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall (Included and only available with (QXT) LT265/70R17E all-terrain, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QXT) LT265/70R17E all-terrain, blackwall tires are ordered.)	\$0.00
AINT		
CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00
EAT TYPE		
CODE	DESCRIPTION	MSRP
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage (STD)	\$0.00
AT TRIM		
CODE	DESCRIPTION	MSRP
H2G	Jet Black, Vinyl seat trim	\$0.00



**Deacon Jones**Roger Wood | 919-934-8101 | rwood@deaconmail.com

ADIO		
CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo.  Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00
DITIONAL	EQUIPMENT - PACKAGE	
CODE	DESCRIPTION	MSRP
PCV	WT Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control, (DBG) power trailer mirrors with heated upper glass and manual extending/folding, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks (Not available with (ZLQ) WT Fleet Convenience Package. (DBG) trailering mirrors may be upgraded to (DWI) trailering mirrors or (DLF) mirrors.)	\$1,825.0
ODITIONAL	EQUIPMENT - MECHANICAL	
CODE	DESCRIPTION	MSRP
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine, Included with (CMT) Gooseneck/5th Wheel Package.)	\$275.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	\$150.00
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road	\$150.00



Roger Wood | 919-934-8101 | rwood@deaconmail.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (

CODE	DESCRIPTION	MSRP
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	Inc.
CGN	Chevytec spray-on bedliner Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (CMT) Gooseneck/5th Wheel Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Not available with any Ship Thrus EXCEPT (TCE), (TCH), (VSH) or (VTV).)	\$545.00
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Not available with (ZW9) pickup bed delete.)	\$125.00
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper with (E63) Durabed, pickup bed.  Available with (ZW9) pickup bed delete, Included with (PQA) WT Safety Package.)	\$200.00
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.)	\$0.00
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00
DITIONAL	EQUIPMENT AINTERIOR	
CODE	DESCRIPTION	MSRP
AED	Window, power front, passenger express down (Standard on Crew Cab and Double Cab models.  On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
AU3	Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
AXG	Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models.  On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
C49	Defogger, rear-window electric (included with (PCV) WT Convenience Package.)	Inc.
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (RGE) Safety Confidence Package.)	Inc.
		: 11



Roger Wood | 919-934-8101 | rwood@deaconmail.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck



Note:Photo may not represent exact vehicle or selected equipment.

Kenly Chevrolet 703 N Church St Kenly NC 27542 Date: 11/5/2020 Time: 12:30:36 PM Vester, Lee

Name

Smithfield Fire Department

Address

111 South Fourth Street, Smithfield, NC 27577

Home Telephone

919-934-2468

Business Telephone

E-Mail

919-934-2468

lhodge.smithfieldfire.nc@gmail.co

m

Vehicle

2021 CHEVY TRKS SILVERADO 2500HD 4WD CK20903 Reg Cab Work Truck

Stock No.

VIN

Color

Odometer

Options

RETAIL Retail Price \$42,870.00 Savings \$9,665.00 Selling Price \$33,205.00 Options \$0.00 \$33,205.00 Sub-Total \*Fees \$0.00 \*\*SalesTax \$996.15 \$34,201.15 Net Sales Price

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# Request for Town Council Action

Consent Agenda I tem: Office Furniture Date: 02/02/2021

Subject: Purchase of Office Furniture for Parks and Recreation / SRAC

Department: Parks and Recreation

Presented by: Parks and Recreation Director - Gary Johnson

Presentation: Consent Agenda Item

# Issue Statement:

The Parks and Recreation Department is seeking approval to purchase office furniture for Parks and Recreation and SRAC offices from Office Value in the amount of \$8,196.80.

# Financial Impact

Approved Budgeted Amount for FY 2020-2021: \$8,400.00

Amount of Purchase/Bid/ Contract: \$8,196.80

# Action Needed

Approval for the Parks and Recreation Department to purchase office furniture for Parks and Recreation and SRAC offices from Office Value in the amount of \$8,196.80.

### Recommendation

Approval for the Parks and Recreation Department to purchase office furniture for Parks and Recreation and SRAC offices from Office Value in the amount of \$8,196.80.

Approved: ✓ Town Manager ☐ Town Attorney

## Attachments:

- 1. Staff Report
- 2. Office Value Quote
- 3. All American Quote
- 4. Indoff Quote



# STAFF REPORT



The Parks and Recreation Department was appropriated funds in the FY 20/21 Town Budget to purchase new office furniture for the Parks and Recreation and SRAC offices.

Quotes were requested and received from three vendors.

Quotes received:

Office Value \$8,196.80

All American \$ 11,130.29

Indoff \$ 11,801.94

The Parks and Recreation Department is requesting approval to purchase office furniture for the Parks and Recreation and SRAC offices from Office Value in the amount of \$8,196.80.

# Office Value Product Quote # 5333

		Product Quote # 5333				
Count Page	age Part#	Description		Sell	Exte	Extended Sell
		SRAC				
		Dale's Office				
_	OVI105PL105	71"W X 30"D Rectangular Desk Shell	↔	206.25	↔	206.25
~	OVI105PL145	47"W X 24"D Desk Return	↔	141.25	↔	141.25
<b>.</b>	OVI105PL166	Deluxe Full Pedestal Box/Box/File	↔	195.83	↔	195.83
<b>~</b>	OVI105PL166	Deluxe Full Pedestal Box/Box/File	↔	195.83	↔	195.83
~	OVI105CDR1BLK	Black Center Drawer	↔	42.92	↔	42.92
~	OVI105PL156	36"W x 14"D x 65"H Bookcase	₩,	188.75	↔	188.75
		Kristen's Office				
~	OVI105PL102	66"W X 30"D Rectangular Desk Shell	↔	206.25	↔	206.25
_	OVI105PL145	47"W X 24"D Desk Return	↔	141.25	↔	141.25
<b>.</b>	OVI105PL166	Deluxe Full Pedestal Box/Box / File	↔	195.83	↔	195.83
<b>.</b>	OV!105PL166	Deluxe Full Pedestal Box/Box / File	₩	195.83	↔	195.83
~	OVI105CDR1BLK	Black Center Drawer	↔	42.92	↔	42.92
ν	OVI105PL156	36"W x 14"D x 65"H Bookcase	↔	188.75	↔	188.75
	15	John's Office				,
<b>~</b>	OVI105PL102	66"W X 30"D Rectangular Desk Shell	↔	206.25	↔	206.25
<b>~</b>	OVI105PL145	47"W X 24"D Desk Return	↔	141.25	↔	141.25
<b>~</b>	OVI105PL166	Deluxe Full Pedestal Box /Box / File	↔	195.83	↔	195.83
~	OVI105PL166	Deluxe Full Pedestal Box /Box / File	↔	195.83	↔	195.83
~-	OVI105CDR1BLK	Black Center Drawer	₩	42.92	↔	42.92
<b>.</b>	OVI105PL156	36"W x 14"D x 65"H Bookcase	↔	188.75	₩	188.75
		Tiffany's Office				
<b>~</b>	OVI105PL102	66"W X 30"D Rectangular Desk Shell	↔	206.25	₩	206.25
~	OVI105PL145	47"W X 24"D Desk Return	↔	141.25	₩	141.25
~	OVI105PL166	Deluxe Full Pedestal Box /Box / File	↔	195.83	₩	195.83
~	OVI105PL166	Deluxe Full Pedestal Box /Box / File	₩,	195.83	₩	195.83
<b>.</b>	OVI105CDR1BLK	Black Center Drawer	↔	42.92	₩	42.92
~	OVI105PL156	36"W x 14"D x 65"H Bookcase	↔	188.75	↔	188.75

		Gary's Office				
<b>~</b>	OVI105PL101	71"W X 36"D Rectangular Desk Shell	8	206.25	↔	206.25
~	OVI105PL197	42"W X 24"D Desk Bridge	` \$	100.83	↔	100.83
_	OVI105PL143	71"W X 24"D Desk Credenza	` ↔	166.67	↔	166.67
~	OVI105PL166	Deluxe Full Pedestal Box /Box / File	` \$	195.83	↔	195.83
<b>~</b>	OVI105PL166	Deluxe Full Pedestal Box /Box / File	` \$	195.83	₩	195.83
~	OVI105CDR1BLK	Black Center Drawer	↔	42.92	↔	42.92
~	OVI105PL156	36"W x 14"D x 65"H Bookcase	` \$	188.75	↔	188.75
		Laura's / Pool Office				
~	OVI105OS170	Typical OS170	\$ 1,8	\$1,810.42	↔	1,810.42
7	OVI105CDR1BLK	Black Center Drawer	↔	42.92	₩	85.84
7	OVI105PL156	36"W x 14"D x 65"H Bookcase	` ₩	188.75	↔	377.50
		Accessory				
45	OM105PLPULLRSI	Retangular Drawer Pulls (Optional)	↔	12.92	↔	542.64
				Total	₩	7,796.80
				Tax	↔	573.78
***Pricing	includes delivery, installation, l	***Pricing includes delivery, installation, leveling and removal of all cardboard***	Inst	Installation	↔	400.00
***Pricing	***Pricing good thourgh Dec. 31st***		Su	Sub-Total	↔	8,770.58

Authorization:\_

Date:\_

tonyw@officevalue.com (910)890-4617 **Tony West** 

66

# **OUOTATION**

Prepared For:

Dale Ham

Smithfield Recreation & Aquatics Center - Offices, Phase 1

Install Team: Raleigh
Drive (One Way):

0 hr 35 min 25.1 miles All American
RELOCATION + OFFICE SOLUTIONS

Quote Number: 20-7030-A

Date: 12/22/2020

Prepared By: Julie Lentini

Sold By: David Strickland

### **Project Notes:**

NC State Contract 420A Furniture (All Discounting is Included in the Quote)

\* Furniture Discount: 70%

Grade A Finishes are shown in Quote Finishes need to be selected before ordering. Currrent Lead Time is 5 weeks to ship

Price Increase goes into effect Feb 1, 2021 of approx 3%

Center 600 M Durwood Stephenson

Smithfield Recreation & Aquatics

Hwy

Smithfield, NC 27577

006 Office

**SRAC Center Director** 

Line #	Mfg / Part #	Part Description	Qty	Sell	Ext Sell
005 Office					
1	AIS	Cbx Partial Depth Bbf Ped 23dx28hx16w	1	\$423.90	\$423.90
	X-BBFPFS23		Pedestal, Box/E		ψ 123,30
	***	Skipped Option			
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
	***	Skipped Option			
2	AIS	Cb Desk Bridge With Full Mod Flush 24dx60wx29h	1	\$199.20	\$199.20
	X-DB6024			φ155.20	φ155.20
			Return		
	•••	Skipped Option			
	G_NONE	NO GROMMET			
	***	Skipped Option			
3	AIS	Cb Desk Shell Full Mod Recessed 30dx60wx29h	1	\$322.50	\$322.50
	X-DS6030			ψ322,30	ψ322.30
	1		Desk		
	***	Skipped Option			
	G_LEFT				
	GROMMETC	Grommet Cover Color Selection			
	***	Skipped Option			
		Skipped Option			
4	AIS	Cbx Partial Depth Ff Ped 23dx28hx16w	1	\$411.30	\$411.30
	X-FFPFS23				Ψ.12100
			Pedestal, File/F	ile	
		Skipped Option			
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
0	•••	Skipped Option			
			Subtotal:		\$1,356.90

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Line #	Mfg / Part #	Part Description	Qty	Sell	Ext Sell
5	AIS	Cbx Partial Depth Bbf Ped 23dx28hx16w	1	\$423.90	\$423.90
	X-BBFPFS23		Pedestal, Box/E	Box/File	
	***				
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
6	AIS	Skipped Option  Ch Dool Pridge With Full Med Flush 24dy (0 yr 20h			
3	X-DB6024	Cb Desk Bridge With Full Mod Flush 24dx60wx29h	1	\$199.20	\$199.20
	X DB0024		Return		
		Skipped Option			
	G_NONE	NO GROMMET			
	***	Skipped Option			
7	AIS	Cb Desk Shell Full Mod Recessed 30dx60wx29h	1	\$322.50	\$322.50
	X-DS6030		Desk		
1.00	. <b>V</b>		Book		
	(355)				
	G_LEFT	GROMMET LEFT SIDE			
	GROMMETC	Grommet Cover Color Selection Skipped Option			
	***	Clinnod Ontion			
8	AIS	Cbx Partial Depth Ff Ped 23dx28hx16w	1	\$411.30	\$411.30
	X-FFPFS23		Pedestal, File/F		Ψ12100
	5844	Skipped Option			
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
	3644	Skipped Option			
			Subtotal:		\$1,356.90
07 Office	2				
9	AIS	Cbx Partial Depth Bbf Ped 23dx28hx16w	1	\$423.90	\$423.90
	X-BBFPFS23		Pedestal, Box/		
			ι σασσταί, σολί		
	,				*/
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
0	AIS	Skipped Option  Cb Desk Bridge With Full Mod Flush 24dx60wx29h			
10	X-DB6024	CD Desk Bridge With Full Mod Flush 24dx00Wx29H	1	\$199.20	\$199.20
	7 220027		Return		
	12.2	Skipped Option			
	G_NONE	NO GROMMET			

GROMMETC Grommet Cover Color Selection

... Skipped Option
G\_LEFT GROMMET LEFT SIDE

Cb Desk Shell Full Mod Recessed 30dx60wx29h

11

AIS

X-DS6030

1

Desk

\$322.50

\$322.50

Line #	Mfg / Part #	Part Description	Qty	Sell	Ext Sell
	7400	Skipped Option			
	***	Skipped Option			
12	AIS	Cbx Partial Depth Ff Ped 23dx28hx16w	1	\$411.30	\$411.30
	X-FFPFS23		Pedestal, File/F		,
			redestal, File/Fi	iic	
	***	Skipped Option			
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
	7***	Skipped Option			
			Subtotal:		\$1,356.90
008 Direc	tor				
13	AIS	Cbx Partial Depth Bbf Ped 23dx28hx16w	1	£422.00	±422.00
	X-BBFPFS23	•	1	\$423.90	\$423.90
			Pedestal, Box/B	lox/File	
	24402	Skipped Option			
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
	111111111111111111111111111111111111111	Skipped Option			
14	AIS	Cb Desk Bridge With Full Mod Flush 24dx42wx29h			
1	X-DB4224	CD Desk Bridge Will Full Floa Flush 2 lax 124x2511	1	\$190.50	\$190.50
	J		Bridge		
		Skipped Option			
	G_CENTER	GROMMET REAR CENTER			
	GROMMETC	Grommet Cover Color Selection			
		Skipped Option			
	OMM.	Skipped Option			
15	AIS	Cb Desk Shell Full Mod Recessed 30dx72wx29h			
	X-DS7230	ab besit offen fun floa recessed south 24472311	1	\$364.50	\$364.50
	1.1.1.1.1.1.1		Desk		
		Clinnad Ontion			
	G_LEFT	Skipped Option GROMMET LEFT SIDE			
		Grommet Cover Color Selection			
	GROTITET C	Skipped Option			
	***	Skipped Option			
16	AIS	Cb Desk Shell With Access Mod 24dx72wx29h	4	1000 00	1000
1	3 X-DSS7224		1	\$330.60	\$330.60
7			Credenza		
		Skipped Option			
-	G_RIGHT	GROMMET RIGHT SIDE			
	GROMMETC	Grommet Cover Color Selection			
		Skipped Option			
	***	Skipped Option			
17	AIS	Cbx Partial Depth Ff Ped 23dx28hx16w	1	£411.20	A414 20
	X-FFPFS23		1	\$411.30	\$411.30
			Pedestal, File/F	ile	
		Skipped Option			
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
	KIT HANDOQ-3	Skipped Option			

Line #	Mfg / Part #	Part Description	Qty	Sell	Ext Sell
			Subtotal:		\$1,720.80
009 Office	е				
18	AIS	Cbx Partial Depth Bbf Ped 23dx28hx16w	1	\$423.90	\$423.90
	X-BBFPFS23		Pedestal, Box/Box	k/File	
		Skipped Option			
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
	MIT III III DOQ O	Skipped Option			
19	AIS	Cb Desk Bridge With Full Mod Flush 24dx60wx29h	1	\$212.70	\$212.70
1	X-DB6024			Ψ212.70	Ψ212.70
			Return		
	3000	Skipped Option			
	G_CENTER	GROMMET REAR CENTER			
	GROMMETC	Grommet Cover Color Selection			
	3000	Skipped Option			
	***	Skipped Option			
20	AIS X-DS7230	Cb Desk Shell Full Mod Recessed 30dx72wx29h	1	\$364.50	\$364.50
	X-D37230		Desk		
		China ad Outlan			
	G_LEFT	Skipped Option GROMMET LEFT SIDE			
	GROMMETC	Grommet Cover Color Selection			
	OKOT ITETE	Skipped Option			
	5446	Skipped Option			
21	AIS	CALIBRATE DESK SHELL CENTER SUPPORT	1	\$101.40	\$101.40
	X-DSCS			φισινισ	φισιτισ
			Desk Support		
		Skipped Option			
22	AIS	Cbx Partial Depth Ff Ped 23dx28hx16w	1	\$411.30	\$411.30
-	X-FFPFS23		Pedestal, File/File	1	
		• • • • • • • • • • • • • • • • • • • •			
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
		Skipped Option			
			Subtotal:		\$1,513.80
123 Offic	e	*		- 53	
23	AIS	CBU Partial Depth BBF Ped 22Dx28Hx16W	2	\$440.10	\$880.20
	C-BBFPFS23			·	φοσοί2ο
			Pedestal, Box/Bo	x/File	
	***	Skipped Option			
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
		Skipped Option			
24	AIS	CBU Partial Depth FF Ped 22Dx28Hx16W	2	\$427.50	\$855.00
	C-FFPFS23		Pedestal, File/File	<u>.</u>	•
			. Jasoun i noji ne		

Line #	Mfg / Part #	Part Description	Qty	Sell	Ext Sell
	in	Skipped Option			
	RH-HANDSQ-S	BRIGHT SILVER 6" RECTANGLE PULL			
	***	Skipped Option			
25	AIS	CB Desk Return LH 24Dx48Wx29H	1	\$261.00	\$261.00
	X-DR4824L			\$201.00	\$201.00
-			Return		
		Skipped Option			
	G_CENTER	GROMMET REAR CENTER			
	GROMMETC	Grommet Cover Color Selection			
	***	Skipped Option			
		Skipped Option			
26	AIS	CB Desk Return RH 24Dx48Wx29H	1	\$261.00	\$261.00
	X-DR4824R		1	\$201.00	\$201.00
	V		Return		
		Skipped Option			
	G_CENTER	GROMMET REAR CENTER			
	GROMMETC	Grommet Cover Color Selection			
	***	Skipped Option			
	***	Climad Oution			
27	AIS	CALIBRATE DESK SHELL CENTER SUPPORT	2	A101.40	<b>*202.00</b>
	X-DSCS		2	\$101.40	\$202.80
			Desk Support		
	•••	Skipped Option			
28	AIS	Cb Desk Shell With Access Mod 24dx72wx29h		1000.00	1000.00
(	↑ X-DSS7224		1	\$330.60	\$330.60
-	-		Desk		
		Skipped Option			
	G_LEFT	GROMMET LEFT SIDE			
	GROMMETC	Grommet Cover Color Selection			
		Skipped Option			
29	AIS	Cb Desk Shell With Access Mod 24dx72wx29h		+220.60	+220.60
í	3 X-DSS7224		1	\$330.60	\$330.60
,	-		Desk		
		Skipped Option			
	G_RIGHT	GROMMET RIGHT SIDE			
	GROMMETC	Grommet Cover Color Selection			
	***	Skipped Option	**		
		Skipped Option			
			Subtotal:	\$3	3,121.20
		Johnson Co Tax 6.75%		\$703 <b>.</b> 79	\$703.79
		Somison co rax on s /o			
	TAX	Sollison ee rax en s /s		\$703.79	\$703.79
	ТАХ	Solitison ee rax en a ra		\$705.79	\$703.79

# Indoff

QUOTE
Quote Date 01/12/2021

Marsha Olive

Email: marsha.olive@indoff.com

Phone: 919-815-2550 Fax: 919-989-1867

Bill To: Smithfield Recreation & Aquatic Ctr

PO Box 2344

Smithfield, NC 27577

Ship To: Attn: GARY JOHNSON

Smithfield Recreation & Aquatic Ctr

600 M Durwood Hwy Attn: Gary Johnson Smithfield, NC 27577

Customer	Purchase Order Number	<u>Department/Tag</u>
393227	QUOTE	
Sales Pe	rson	Date Requested
Marsha (	Olive	2021-01-12

# <u>Customer Instructions</u>

Qty UM Item	<u>Description</u>	<u>Unit</u> <u>Price</u>	Extended Price
1.00 EA HONH105209.C	PENINSULA WITH END PANEL 72W X 30D X 29 1/2H L1STD - GRD L1 ST ANDARD LAMINATES C - LAM: HARVEST C - LAM: HARVEST	426,37	426.37
1.00 EA HONH10545R.C	10500 SERIES CRED SINGLE PED RIGHT 72W X 24 L1ST D - GRD L1 ST ANDARD LAMINAT ES C - LAM: HARVEST C - LAM: HARVEST	532.57	532.57
1.00 EA HONH10546L.C	10500 SERIES CRED SINGLE PED LEFT 72W X 24 L1STD - GRD L1 STANDARD LAMINATES C - LAM: HARVEST	532.57	532,57
1.00 EA HONH105535.P	10500 SERIES BOOKCASE 5-SHELF 36W X 13 1/8D X 71H L1ST D - GRD L1 ST ANDARD LAMINATES P - LAM: BLACK P - LAM: BLACK	429.46	429.46
5.00 EA HONH105535.C	10500 SERIES BOOKCASE	429.46	2,147.30

			5-SHELF 36W X 13 1/8D X 71H L1STD - GRD L1 STANDARD LAMINATES C - LAM: HARVEST C - LAM: HARVEST		
2.00	EA	HONH10560.C	10500 SERIES BRIDGE 42W X 24D X 29 1/2H L1ST D - GRD L1 STANDARD LAMINATES C - LAM: HARVEST C - LAM: HARVEST	182.27	364.54
1.00	EA	HONH10570.P	10500 SERIES BRIDGE 47W X 24D X 29 1/2H L1STD - GRD L1 STANDARD LAMINATES P - LAM: BLACK P - LAM: BLACK	189.49	189 <i>.</i> 49
1.00	EA	HONH105895R.P	10500 SERIES SGL EDDSKRH B/B/F RECT TOP 72W X 36D X 29 1/2H L1STD - GRD L1 STANDARD LAMINATES P - LAM: BLACK P - LAM: BLACK	708.54	708.54
1.00	EA	HONH105895R.C	10500 SERIES SGL EDDSKRH B/B/F RECT TOP 72W X 36D X 29 1/2H L1ST D - GRD L1 STANDARD LAMINATES C - LAM: HARVEST C - LAM: HARVEST	708.54	708.54
3.00	EA	HONH105897R.C	10500 SERIES SGL PED DESKRH B/B/F RECT TOP 66W X 30D X 29 1/2H L1ST D - GRD L1 STANDARD LAMINATES C - LAM: HARVEST C - LAM: HARVEST	639.82	1,919.46
1.00	EA	HONH105904L.P	10500 SERIES SINGLE PED CRED LH F/F PED 72W X 24D X 29 1/2H L1ST D - GRD L1 STANDARD LAMINATES P - LAM: BLACK P - LAM: BLACK	639.82	639.82
4.00	EA	HONH105906L.C	10500 SERIES RETURN LT FILE/FILE PED 48W X 24D X 29 1/2H L1STD - GRD L1 STANDARD LAMINATES	500.82	2,003,28

C - LAM: HARVEST C - LAM: HARVEST

1,200.00

1,200.00

Sub-total

11,801.94

\* Estimated Tax

796.64

**Quote Total** 

(USD) 12,598.58

<sup>\*</sup> Tax will be calculated on rates in effect at the date of invoice and may change from the amount stated on this quote.



# Request for Town Council Action

Consent John Agenda Deere Item: Gator

Date: **0**2/**0**2/2021

Subject: Purchase of John Deere Gator 6X4

Department: Parks and Recreation

Presented by: Parks and Recreation Director - Gary Johnson

Presentation: Consent Agenda Item

# Issue Statement:

The Parks and Recreation Department is seeking approval to purchase a John Deere Gator for the Maintenance Division.

# Financial Impact

Approved Budgeted Amount for FY 2020-2021: \$ 10,650.00

Amount of Purchase/Bid/ Contract: \$ 10,103.22

### **Action Needed**

Approval for the Parks and Recreation Department to purchase a John Deere Gator 6X4 from James River Equipment in the amount of \$ 10,103.22

### Recommendation

Approval for the Parks and Recreation Department to purchase a John Deere 6X4 Gator from James River Equipment in the amount of \$ 10,103.22

Approved: 🗹 Town Manager 🗖 Town Attorne	Apı	proved:	$\checkmark$	Town	Manager		Town	Attorne	٧
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### Attachments:

- 1. Staff Report
- 2. James River Equipment Quote
- 3. Quality Equipment Quote
- 4. Southeast Equipment Quote



# STAFF REPORT

Consent John
Agenda Deere
Item: Gator
Date: 02/02/2021

The Parks and Recreation Department was appropriated funds in the FY 20/21 Town Budget to purchase a John Deere 6X4 Gator for the Maintenance Division.

Quotes were requested and received from three vendors.

# Quotes received:

James River Equipment \$ 10,103.22

Quality Equipment \$ 10,179.63

Southeast Farm Equipment \$ 10,569.42

The Parks and Recreation Department is requesting approval to purchase a John Deere Gator 6X4 from James River Equipment.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

James River Equipment 2421 Us Hwy 64 East Asheboro, NC 27203 336-625-2212

bkearns@jamesriverequipment.com

# **Quote Summary**

**Prepared For:** 

Town Of Smithfield Parks And Recreation Gary Johnson 600 E BOOKER DAIRY RD SMITHFIELD, NC 27577 gary.johnson@smithfield-nc.com Delivering Dealer:
James River Equipment
Barry Neel
2421 Us Hwy 64 East
Asheboro, NC 27203
Phone: 336-625-2212
bneel@jrenet.com

Quote ID: 23405865
Created On: 30 December 2020
Last Modified On: 30 December 2020
Expiration Date: 29 January 2021

Equipment Summary

Suggested List

Selling Price

Qty

Extended

JOHN DEERE GATOR™TH 6X4

\$ 12,027.64

\$ 10,103.22 X 1 = \$ 10,103.22

GAS (Model Year 2021)

Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22)

Price Effective Date: March 4, 2019

Equipment Total \$10,103.22

\* Includes Fees and Non-contract items **Quote Summary Equipment Total** \$10,103.22 Trade In SubTotal \$10,103.22 Est. Service \$ 0.00 Agreement Tax Total \$10,103.22 **Down Payment** (0.00)Rental Applied (0.00)**Balance Due** \$10,103.22



# **Selling Equipment**

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER: James River Equipment 2421 Us Hwy 64 East Asheboro, NC 27203 336-625-2212

bkearns@jamesriverequipment.com

	JOHN DEERE GA	TC	R™TH 6X	4 GAS (M	lodel Yea	r 2021)	
Hours:						Sug	gested List
Stock Nu	ımber:					\$	12,027.64
Contract:	: NC Grounds Maintenand	e E	quip 515B (I	PG 2Y CG		Se	elling Price
	22)					\$	10,103.22
Price Eff	ective Date: March 4, 20	119					
	*	· Pri	ce per item	- includes F	ees and No	n-contract i	tems
Code	Description	Qty	List Price	Discount%	Discount	Contract	Extended
		•			Amount	Price	Contrac
							Price
561CM	GATOR™TH 6X4 GAS	1	\$ 10,749.00	16.00	\$ 1,719.84	\$ 9,029.16	\$ 9,029.16
	(Model Year 2021)	ert kitti (k.)	us masso samejer —v.s.	Stages and I tourney of their commy			1991 Children (1991 Children)
0044			dard Option		<b>*</b> • • • •		•
001A	US/Canada	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	PR - Base	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	. 1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
	Dealer Att	ach	ments/Non-C	ontract/Oper	n Market		
BM23759	Cargo Box Power Lift	1	\$ 908.43	16.00	\$ 145,35	\$ 763.08	\$ 763.08
BM23459	Front Bumper and Brush Guard	1	\$ 370.21	16.00	\$ 59.23	\$ 310.98	\$ 310.98
	<b>Dealer Attachments Total</b>		\$ 1,278.64		\$ 204.58	\$ 1,074.06	\$ 1,074.06
	Value Added Services Total		\$ 0.00	and the second of the second s	The control of the co	\$ 0.00	\$ 0.00
Total Selli	ng Price		\$ 12,027.64		\$ 1,924.42	\$ 10,103.22	\$ 10,103 <u>.22</u>





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Quality Equipment, LLC 2783 Us 70 Bus East Smithfield, NC 27577 919-934-2031

Smithfield@qualityequip.com

# **Quote Summary**

**Prepared For:** 

Town Of Smithfield Parks And Recreation Gary Johnson PO BOX 2344 SMITHFIELD, NC 27577 gary.johnson@smithfield-nc.com Delivering Dealer:
Quality Equipment, LLC
Stephen Giorgi
2783 Us 70 Bus East
Smithfield, NC 27577
Phone: 919-934-2031
sgiorgi@qualityequip.com

Quote ID: 23408146
Created On: 31 December 2020
Last Modified On: 31 December 2020
Expiration Date: 31 January 2021

Equipment SummarySuggested ListSelling PriceQtyExtendedJOHN DEERE GATOR™TH 6X4\$ 12,118.60\$ 10,179.63X1=\$ 10,179.63

GAS (Model Year 2021)

Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22)

Price Effective Date: March 4, 2019

Equipment Total \$ 10,179.63

* Includes Fees and Non-contract items	Ouata Summanu	
includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 10,179.63
	Trade In	
	SubTotal	\$ 10,179.63
	Sales Tax - (6.75%)	\$ 687.13
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 10,866.76
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 10,866.76





# **Selling Equipment**

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Quality Equipment, LLC 2783 Us 70 Bus East Smithfield, NC 27577

919-934-2031

Smithfield@qualityequip.com

JOHN DEERE GATOR™TH	6X4 GAS	(Model	Year	2021)	
				Su	ıc

Hours: Suggested List \*
Stock Number: \$ 12,118.60

Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG Selling Price \*

\$ 10,179.63

Price Effective Date: March 4, 2019

	•	* Pri	ce per item	- includes F	ees and No	n-contract i	tems
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
561CM	GATOR™TH 6X4 GAS	1	\$ 10,749.00	16.00	\$ 1,719.84	\$ 9,029.16	\$ 9,029.16
	(Model Year 2021)						
		Star	ndard Option	s - Per Unit			
001A	US/Canada	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	PR - Base	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Pain and Reflectors	t 1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
	Dealer At	lach	ments/Non-C	ontract/Oper	n Market		
BM23759	Cargo Box Power Lift	1	\$ 908.43	16.00	\$ 145.35	\$ 763.08	\$ 763.08
BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	1	\$ 90.96	16.00	\$ 14.55	\$ 76.41	\$ 76.41
BM23459	Front Bumper and Brush Guard	1	\$ 370.21	16.00	\$ 59.23	\$ 310.98	\$ 310.98
	Dealer Attachments Total	eri Skadi	\$ 1,369.60	granderstaan laan	\$ 219.14	\$ 1,150.47	\$ 1,150.47
Total Selli	Value Added Services Total		\$ 0.00 \$ 12.118.60			\$ 0.00 \$ 10.179.62	\$ 0.00



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Southeast Farm Equipment 3934 Legion Road Hope Mills, NC 28348 910-323-0247

dwilwert@southeastfarmequip.com

# **Quote Summary**

Prepared For:

SMITHFIELD PARKS & RECREATION 200 S FRONT ST SMITHFIELD NC 27577

SMITHFIELD, NC 27577 Business: 919-934-2148 Delivering Dealer:

Southeast Farm Equipment

Jimmy Taylor 3934 Legion Road Hope Mills, NC 28348

Phone: 910-323-0247

jtaylor@southeastfarmequip.com

Quote ID:

23471940

Created On:

13 January 2021

Last Modified On:

13 January 2021

**Expiration Date:** 

12 February 2021

**Equipment Summary** 

Selling Price

Qty Extended

JOHN DEERE GATOR™TH 6X4

\$10,569.42 X

1 =

\$ 10,569.42

GAS (Model Year 2021)

Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22)

Price Effective Date: March 4, 2019

**Equipment Total** 

\$ 10,569.42

* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 10,569.42
	Trade In	
	SubTotal	\$ 10,569.42
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 10,569.42
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 10,569.42



# **Selling Equipment**

Quote Id: 23471940 Customer Name: SMITHFIELD PARKS & RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Southeast Farm Equipment 3934 Legion Road Hope Mills, NC 28348 910-323-0247

dwilwert@southeastfarmequip.com

# JOHN DEERE GATOR™TH 6X4 GAS (Model Year 2021)

Hours:

Stock Number:

Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG

Selling Price \* \$ 10,569.42

Price Effective Date: March 4, 2019

		* Pri	ce per item -	- includes F	ees and No	n-contract it	tems
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
561CM	GATOR™TH 6X4 GAS (Model Year 2021)	1	\$ 10,849.00	16.00	\$ 1,735.84	\$ 9,113.16	\$ 9,113.16
		Stan	dard Options	s - Per Unit		ar angalasi	
001A	US/Canada	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0509	PR - All Terrain Tires	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1016	AT (All Terrain) Tires	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	\$ 455.00	16.00	\$ 72.80	\$ 382.20	\$ 382.20
3100	Cargo Box Manual Lift	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	16,00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 455.00		\$ 72.80	\$ 382.20	\$ 382.20
144,24,21,517	Dealer At	ttachi	ments/Non-C	ontract/Ope	n Market		
BM23759	Cargo Box Power Lift	1	\$ 908.43	16.00	\$ 145.35	\$ 763,08	\$ 763.08
BM23459	Front Bumper and Brush Guard	1	\$ 370.21	16.00	\$ 59.23	\$ 310.98	\$ 310.98
PC9463C D	Electronic Document - PARTSCAT,TH 6X4 GATOR UTI. VEHICLE	2	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
TM2239C D	Electronic Document - GATOR TS, TH	2	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Dealer Attachments Total		\$ 1,278.64	(H. 4)	\$ 204.58	\$ 1,074.06	\$ 1,074.06



# **Selling Equipment**

Quote Id: 23471940 Customer Name: SMITHFIELD PARKS & RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Southeast Farm Equipment 3934 Legion Road Hope Mills, NC 28348 910-323-0247

dwilwert@southeastfarmequip.com

Value Added Services

\$ 0.00

\$ 0.00

\$ 0.00

Total
Total Selling Price

\$ 12,582.64

\$ 2,013.22 \$ 10,569.42 \$ 10,569.42



# Request for Town Council Action

Consent Agenda SCAG Turf Item: Tiger II Date: 02/02/2021

Subject: Purchase of SCAG Turf Tiger II Mower

Department: Parks and Recreation

Presented by: Parks and Recreation Director - Gary Johnson

Presentation: Consent Agenda Item

# Issue Statement:

The Parks and Recreation Department is seeking approval to purchase a SCAG Turf Tiger II Mower (Model STTII 61V-37B-EFI) for the Maintenance Division.

# Financial Impact

Approved Budgeted Amount for FY 2020-2021: \$ 13,100.00

Amount of Purchase/Bid/ Contract: \$ 12,250.00

### **Action Needed**

Approval for the Parks and Recreation Department to purchase a SCAG Turf Tiger II Mower from Knightdale Tractor and Equipment for the amount of \$ 12,250.00.

### Recommendation

Approval for the Parks and Recreation Department to purchase a SCAG Turf Tiger II Mower from Knightdale Tractor and Equipment for the amount of \$ 12,250.00.

Approved: **☑** Town Manager **□** Town Attorney

### Attachments:

- 1. Staff Report
- 2. Knightdale Tractor and Equipment Quote
- 3. Aycock Tractor Company Quote
- 4. Bullock Brothers Quote



# STAFF REPORT

Consent Agenda Item: SCAG Turf Tiger II Date: 02/02/2021

The Parks and Recreation Department was appropriated funds in the FY 20/21 Town Budget to purchase a mower for the Maintenance Division.

Quotes were requested and received from three vendors.

# Quotes received:

Knightdale Tractor and Equipment \$ 12,250.00

Aycock Tractor Company \$ 12,800.00

Bullock Brothers \$ 12,902.00

The Parks and Recreation Department is requesting approval to purchase a SCAG Turf Tiger II for the Maintenance Division from Knightdale Tractor and Equipment for the amount of \$12,250.00.



# **Product Quotation**

Quotation Number: 33848D034081 Date: 2020-12-30 15:11:58

Ship to	Bobcat Dealer		Bill To		
Smithfield Parks & Recreation Attn: Gary Johnson PO Box 2344 Smithfield, NC 27577	Knightdale Tractor & Equip Company Inc., Knigh 106 South First Avenue Knightdale NC 27545 Phone: 919-266-3381 Fax: 919-266-3383	oment	Smithfield Attn: Gary PO Box 2		
	Contact: Floyd Knight Phone: 9192663381 Fax: 9192663383 Cellular: 9195003858 E Mail: sales@knightdalet	ractor.net_			
<b>Description</b> Scag Turf Tiger II 61" 37BV EFI		Part No	Qty 1	Price Ea. \$12,250.00	
Sales total before Taxes	Material Surcharge				\$12,250.00 \$0.00 \$12,250.00 \$888.13 \$13,138.13
Notes: Unit in stock. Price includes delivery					
All prices subject to change without pr	ior notice or obligation. This p	rice quote s	upersedes all	preceding pr	ice quotes.
Customer Acceptance:	Purcha	ase Order: _			
Authorized Signature:					
Print:	Sign:		I	Date:	

# **Aycock Tractor Company**

# Quotation



304 Hwy 117 Bypass South Goldsboro, NC 27530 Phone - (919)735-0753 Fax - (919)734-1781

Phone - (919)735-0753 Fax - (919)734-1781

Quotation For:

Quotation valid until:

Quotation # 1

**Customer ID** 

Town of Smithfield Parks and Recreation Department

Prepared by: Russell Aycock

DATE 1/21/2021

**Comments or Special Instructions:** 

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Russell Aycock					

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	1	AMOUNT
1	SCAG Turf Tiger II	\$ 12,800.00		\$	12,800.00
	(Model: STTII 61V-37BV-EFI)				
	(plus sales tax if applicable)				

 SUBTOTAL
 \$12,800.00

 TAX RATE
 \$

 SALES TAX
 \$

 OTHER
 \$

 TOTAL
 \$
 12,800.00

Sales tax will apply. If you have any questions concerning this quotation, contact Russell Aycock at (919)222-0753 or (919)735-0753

THANK YOU FOR YOUR BUSINESS!

# **Gary Johnson**

From: Landis Bullock <landis@bullockbrothers.com>

Sent: Thursday, December 31, 2020 1:06 PM

To: Gary Johnson

Cc: Landis Bullock; ERVIN; OWEN MASSENGILL

Subject: RE: Scag Turf Tiger II

Attachments: STT-II sell sheet\_2018update.pdf

Scag STT II 61V-37BV-EFI Current Government Bid Assist Price \$ 12,902.00

NC Sales Tax 870.89 Total

Price \$ 13,772.89 In stock Please call when you have reviewed this information . Happy New Year

! Landis cell 919-965-7331

From: Gary Johnson <gary.johnson@smithfield-nc.com>

Sent: Wednesday, December 30, 2020 2:38 PM

To: Landis Bullock <a href="mailto:slandis@bullockbrothers.com">slandis@bullockbrothers.com</a>

Subject: Scag Turf Tiger II

Landis -

The Parks and Recreation Department will be purchasing a **SCAG TURF TIGER II** mower and you quoted us back in January for budgeting purposes.

If you will provide us and updated quote, we would appreciate it.

The Model number is: STTII 61V-37BV-EFI

Thanks a ton!

# **Gary Johnson**

Director Smithfield Parks and Recreation gary.johnson@smithfield-nc.com (919) 934-2148

# Play! Learn! Grow!



# Request for Town Council Action

Consent Agenda Item Date: DSDC Board Appointments

Subject: Appointments to the Downtown Smithfield Development

Corporation's Board of Directors

Department: General Government

Presented by: Town Clerk - Shannan Parrish

Presentation: Consent Agenda Item

# **Issue Statement**

The DSDC is requesting the Town Council appoint Kristina Whitten

# Financial Impact

There will be no impact to the budget.

# Action Needed

Council approval of the appointments

# Recommendation

Staff recommends approval of this appointments

Approved: ☑ Town Manager ☐ Town Attorney (not required)

# Attachments:

- 1. Staff Report
- 2. Letter from DSDC Executive Director Sarah Edwards
- 3. Application Kristina Whitten



Consent DSDC Board Agenda: Appointment

The Downtown Smithfield Development Corporation's Board of Directors is recommending the new appointment of Kristina Whitten to serve on the DSDC Board of Directors.

Pursuant to the Downtown Smithfield Development Corporation by-laws, any appointment to the Board must be approved by the Town Council.



January 19, 2021

Mrs. Shannan Parrish Town Clerk Town of Smithfield PO Box 761 Smithfield, NC 27577

Re: DSDC Board Appointments

Dear Mrs. Parrish and the Smithfield Town Council,

As stated in Paragraph 8 of the Downtown Smithfield Development Corporation bylaws:

<u>Vacancies on Board</u>. When a vacancy shall occur on the Board of Directors, the remaining members of the Board 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 Board of Directors of the Downtown Smithfield Development Corporation would like to recommend that Kristina Whitten be appointed to the Downtown Smithfield Development Corporation board. I have attached her application for your review.

The Downtown Smithfield Development Corporation is formally requesting approval and asks that this be placed on the consent agenda for the Town Council's February meeting.

Thank you in advance for your consideration. Please feel free to contact me if you have any questions.

Sincerely,

Sarah Edwards Executive Director



# Downtown Smithfield Development Corporation Board of Directors Candidate Application

Name_KISING Whaten
Business <u>Hu Sahkam Bastonian</u>
Business Address 109 8, Third 81.
Email Kanala Cothes of the English Com Cell Phone 401-1017-10192
Business Phone 99-300-1257 Home Phone <u>401-1017-6192</u>
Home Address 38 Balsam Fir plc. Clay Hop NC 27520
Brief Biography
I moved to N.C. Almost 3 years ago and I have always
been drawn to the druntown SmithReld Greathen dis
fair presented an opportunity to open a shop on lovely
HUYZI St. St. I Went for H. I have a profound lave for
home doesy and anything vintage and untique andit has
been a blissing to be able to share it in members of the
SMHINFIELD and SUMWINDING COMMUNITIES. I Shove everyday
to bring more foot traffic and attention to the businesses
Specific Qualifications for DSDC Board of Directors
I have extensive experience w/ marketing and
adversising w/ my current career of being an
operations manager of 5 units in a corporate
\$4+1nq

	SE SEGNATURE AND	
Committee (indicate which	committee best suits your inter	ests):
	nithfield through events and adves, residents, and visitors.	vertising to attract customers, potential
		through building rehabilitation, compatible nagement systems.
		nd creating new opportunities through nt.
List three results you wou	ld like to see the DSDC acco	mplish
1. Draw and att	ract more lost 1	ranico right
and on well	<u>nds iohen Ihl Pau</u>	Analse is closed.
2. Create 411 e	nvirtiment that	more letail
Stores would	l want to be a	Dara of
3. (when covid is	s over) Host Dunt	u of everys 10
<b>*</b> • • • • • • • • • • • • • • • • • • •		144 as a whall for both
Membership in other orga	d Kusiness' arowi	
Organization	Dates	Activities/Leadership

Please submit application to:
Downtown Smithfield Development Corporation 200 S. Front Street
Smithfield, NC 27577



Consent New Hire Agenda / Vacancy Item: Report Date 02/02/2021

### **Background**

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

In addition, please find the following current vacancies:

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Assistant Finance Director	Finance	10-10-4200-5100-0200
Firefighter I	Fire	10-20-5300-5100-0200
Fire Inspector (Part-time)	Fire	10-20-5300-5100-0210
Police Officer I (3 positions)	Police	10-20-5100-5100-0200

### Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 2020-2021 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	Rate of Pay
Equipment Mechanic	PW - Garage	10-30-5650-5100-0200	\$19.23/hr. (\$39,998.40/yr.)
Police Officer I (2 positions)	Police	10-20-5100-5100-0200	\$18.60/hr. (\$41,589.60/yr.)
Police Officer II	Police	10-20-5100-5100-0200	\$19.52/hr. (\$43,646.72/yr.)
P/T SRAC Staff (3 positions)	P&R - SYCC	10-60-6240-5100-0210	\$10.00/hr.
P/T Instructor	P&R - Aquatics	10-60-6220-5100-0230	\$15.00/hr.
Utility Line Mechanic	PU - Water/Sewer	30-71-7220-5100-0200	\$15.18/hr. (\$31,574.40/yr.)

### Additional Notes - COVID-19:

While we have experienced a few positive COVID tests with town staff, we have overall been very fortunate. Employees have been diligent with proper hygiene and adherence to safety guidelines and protocols. In addition, department heads are exercising an abundance of caution and providing proper time off for testing and quarantining to ensure the best of safety for employees and the public we serve.

To this date, we have had no need for employees to request donations of sick leave from other employees. However, administration will be quick to act should the need arise.

Important Note: Emergency Paid Sick Leave (ePSL) benefits terminated on 12/31/2020.

# Business Items





# Request for Town Council Action

Business Police
Agenda Department
Item: Expansion
Date: 02/02/2021

Subject: Police Dept. Building and Parking Expansion Bid Award

Department: Police Department

Presented by: Town Engineer Bill Dreitzler and Chief of Police R. Keith

Powell

Presentation: Business Item

# **Issue Statement**

On November 18, 2020 RFQ's were received for an approximately 3,500 SF expansion to the Police Station as well as additional parking. Design-Build submittals were received from JD Beam and APR. After review of responses, APR was selected as the top responsive firm. Upon qualification-based selection, contract negotiations were initiated with APR.

# Financial Impact

The Town has expended \$14,000 to date for the Preliminary Design Package completed by APR. The Preliminary Design Package was used to establish the Design-Build Criteria for the RFQ. The contract presented includes Architectural, Mechanical, Electrical, Plumbing, Structural and Civil design and permitting as well as construction of the building expansion and additional parking. The contract value is \$784,571.74.

# Action Needed

Council to vote to accept or deny the Design-Build Proposal of \$784,571.74 from APR Restoration & Commercial Development, Inc.

### Recommendation

Staff recommends award of the contract to APR Restoration & Commercial Development, Inc. in the lump sum Design-Build Proposal amount of \$784,571.74.

Approved: ☑ Town Manager ☐ Town Attorney

### Attachments:

- 1. APR RFQ Submittal (Separate attachment)
- 2. J.D. Beam, Inc. RFQ Submittal (Separate attachment)
- 3. Design-Build Contract
- 4. Exhibit A Scope of Work
- 5. Contract Terms and Conditions
- 6. Preliminary Floor Plan
- 7. Preliminary Site Plan
- 8. Preliminary Front View Rendering



Business Police
Agenda Department
Item: Expansion

A Request for Qualifications was advertised on October 28, 2020, 2020 and submittals received on November 18, 2020. We received RFQ submittals from the following teams:

APR Restoration & Commercial Development, Inc. J.D. Beam, Inc.

General Statutes require that we receive a minimum of 3 submittals to proceed to contract negotiations. Therefore, the project was re-advertised on November 25, 2020 with submittals received on December 8, 2020. We received updated submittals from the same two project teams. N.C. General Statutes allow us to review the submittals and make a selection given this was a second advertisement.

The solicitation process followed the guidelines provided in Session Law 2013-401 (HB 857) as provided by the N.C. School of Government who provided guidance during the process. Final selection followed the "Selection Criteria" as outlined in the RFQ. Both teams received equal review points with regards to the teams experience to perform the work required and the teams understanding of the project. APR was selected based on past experience with the Town. Based on review of the proposed Contract and the associated Exhibit A – Scope of Work, I recommend award of the project to APR Restoration & Commercial Development, Inc. in the Design-Build Contract amount of \$784,571.74.

Bill Dreitzler, P.E. Smithfield Town Engineer

# APR Restoration & Commercial Development, Inc. Powered by RedTeam

**DESIGN-BUILD CONTRACT** 

1/8/2021

Keith Powell Town of Smithfield 350 E. Market St. Smithfield, NC 27577 Re: Our Proposal 5280001 for Police Dept Addition

Facility Name: Town of Smithfield Police Department

Town of Smithfield Police Department, 110 S. 5th St, Smithfield, NC 27577

referenced above. The attachments referenced below are an integral part of, and upon execution of this document, incorporated into this Contract. This is a items and contract total will change upon completion of the design and development of final specifications. Contractor shall design, engineer and build the Design-Build contract, which means that the Schedule of Values attached is a placeholder using standard pricing for conventional specifications. The line APR Restoration & Commercial Development Inc. ("Contractor") proposed to build a 3500 square foot addition and connecting corridor to the Facility project to meet the Town of Smithfield's ("Client") budget, which shall not be less than the amount of this proposal.

\$ 784,571.74 Seven Hundred Eighty Four Thousand Five Hundred Seventy One Dollars and Seventy Four Cents Price:

The duration of the Work to achieve Substantial Completion is TBD.

Time:

Expiration: This Proposal shall remain open for 30 calendar day(s).

Attachment(s): Additional Attachments

Schedule Of Values

Please contact me at 0: 919-888-9008 or via e-mail toddw@apr-nc.com if you have any questions or require additional information.

Regards,

APR Restoration & Commercial Development, Inc.

Todd Waddell

Town of Smithfield Client Signature:\_

Date:\_



# ADDITIONAL ATTACHMENTS

Date: 01/08/2021

Project: 5280001 - Police Dept Addition

# File

Exhibit A - Scope of Work PDF 1 (https://redteam.link/hrgpe65)

Project Schedule

2 (https://redteam.link/k4urt80)

Terms and Conditions of the Contract (https://redteam.link/b1mjhyr)

# SCHEDULE OF VALUES

APR Restoration & Commercial Development, Inc.
Powered by RedTeam

Date: 01/08/2021 Project: 5280001 - Police Dept Addition

*	Description of Work	Scheduled Value (\$)
<b>←</b>	A&E Design Fee	119,667.39
2	Permit Fees	7,695.65
က	Contingency	38,478.26
4	Site Preparation	51,304.35
2	Earthwork	32,065.22
9	Stone, Asphalt. Paving, Traffic Control, Finish Work	25,652.17
7	Utility Services	3,078.26
ω	Planting	2,565.22
6	Concrete	26,934.78
10	Masonry Units	64,130.43
=======================================	Structural Metal Framing	12,826.09
12	Cold-Formed Metal Framing	25,652.17
13	Rough Carpentry	51,304.35
14	Millwork	19,239.13
15	Thermal Insulation	12,826.09
16	Shingles, Roof Tiles, and Roof Coverings	25,652.17
17	Metal Doors and Frames	12,826.09
18	Specialty Doors	12,826.09
19	Entrances and Storefronts	6,413.04
20	Gypsum Board	12,826.09
21	21 Acoustical Ceilings	6,413.04

25,652.17	8,978.26	51,304.35	51,304.35	76,956.52	Total: 784,571.74
22 Flooring	23 Painting	24 Basic Mechanical Materials and Methods	25 Plumbing Fixtures and Equipment	26 Basic Electrical Materials and Methods	



# Exhibit A- Scope of Work

# Phase 1 – Design Phase

1) Review, update and approve previously completed preliminary design package

# 2) Construction Drawing Package:

Based on what the budget will support, we will develop a set of construction drawings for the 3500 SF addition. This will include modifications to the existing building at the existing locker rooms and where the new addition ties in. We will provide full Architectural, Plumbing, Mechanical, Electrical, and Structural drawings in order to obtain a permit. We will support permit submission with the Town of Smithfield as well. We will also develop the final design with the Smithfield PD for the Evidence room to determine the storage systems and secure transfer of evidence.

### 3) Deliverables

- Engineered drawings for the site and the building
  - a. PME drawings
  - b. Civil Drawings
  - c. Structural Drawings
- Building Permit
  - d. Manage the permit approval process, and procure permit
- Interior Design Specifications
  - e. Flooring, wall and ceiling finishes
- Specifications for alterations to existing building
  - f. Lighting and roof modifications

# Phase 2 – Construction

- 1. **Timing -** Construction phase begins once:
  - a. The design phase is complete
  - b. The design is approved by the Owner
  - c. The budget is approved by the owner
  - d. The plan review process is complete
  - e. Building Permits are issued

- **2. Preliminary Scope** Detailed specifications to be included in design phase which will, in part, dictate the final Scope of Work.
  - a. Site package
    - i. Erosion Control
    - ii. Grading
    - iii. Utilities
    - iv. Wastewater
    - v. Concrete
    - vi. Asphalt
    - vii. Landscaping

# b. Building Scope

- i. 3000 psi concrete slab
- ii. Structural Steel
- iii. Masonry exterior
- iv. Masonry/drywall interior walls
- v. Acoustical ceilings
- vi. Asphalt shingle roofing

### c. Alterations

- i. Roof Insulation and acoustical ceiling system in 2 story area
- ii. New lighting strategy for the 2 story area



# **Terms & Conditions**

- 1. PARTIES: APR Restoration & Commercial Development Inc. "Contractor", and Town of Smithfield, "Client"
- 2. CHANGES TO THE SCOPE OF WORK. The Client, without invalidating the Contract may request changes to the scope of work consisting of additions, deletions, or modifications with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by both Client and Contractor. The Contract Sum and the Contract Time may be changed only by Change Order. The cost or credit to the Client, if any, from a Change in the Work shall be determined by mutual agreement... and the Schedule of Values shall be updated.
- **3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.** Client will make available to Contractor all plans, specifications, drawings, blueprints, and similar construction documents necessary for Contractor to provide the Services described herein. Any such materials shall remain the property of the Client. Contractor will promptly return all such materials upon completion of the Services.
- **4. COMPLIANCE WITH LAWS.** Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations. The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure the licenses necessary for the execution of the Work at Contractor's expense.
- 5. WORK SITE. Client warrants that Client owns or leases the property herein described and is authorized to enter into this contract. Prior to the start of construction, Client shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of Client's property will be clearly identified by stakes at all corners of the property. Contractor shall maintain these stakes in the proper position throughout construction.
- **6. PAYMENT.** Client hereby represents that it has the funds on hand or accessible funding source to pay this Contract in full. Payment shall be made to Contractor as follows:
  - a. Client shall remit a \$10,000 deposit upon Contract execution which shall be applied to the first Payment Application.
  - b. Contractor shall submit a Pay Application no less than monthly. The Pay Application will reflect the total contract and line-item values, amounts previously billed, and current period work in place certified for payment. Payment of billed amount shall be due upon receipt subject to a 30-day grace period.
  - c. Applications for payment shall be accompanied by a Conditional Lien Waiver executed by the Contractor.
  - d. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 1.5 percent per month, or the maximum percentage allowed under applicable laws, whichever is less. Client shall pay all costs of collection, including without limitation, reasonable attorney fees so long as the overdue amount is not in dispute, and the Client is ultimately deemed responsible for the overdue amount.
  - e. If any amount billed is in dispute, Client shall communicate the value of the work progress in dispute, and pay all undisputed amounts. Client may withhold payment on the disputed item(s) due until the dispute is resolved. At Contractor's option, Contractor may reissue the Application for Payment including all amounts not in dispute such that the payment will not be delayed on the undisputed amount.
  - f. The Contract Price and Scope of Work under this Contract may only be changed by signed Change Order. Client understands that work outside the Scope of Work, regardless of whether it changes the Price or not may not proceed without a signed Change Order, or email acknowledgement with Change Order terms included.
  - g. If Client is financing payments to Contractor with a third party source (such as bank or tenant financing), the terms of the funding arrangement shall be disclosed to Contractor, and, if applicable, Client shall facilitate direct communication between Contractor and third party financier so that funding



can be efficiently executed and Pay Applications paid in accordance with the above. Client shall not be excused from the payment terms described above if financier withholds funding or does not make payment timely.

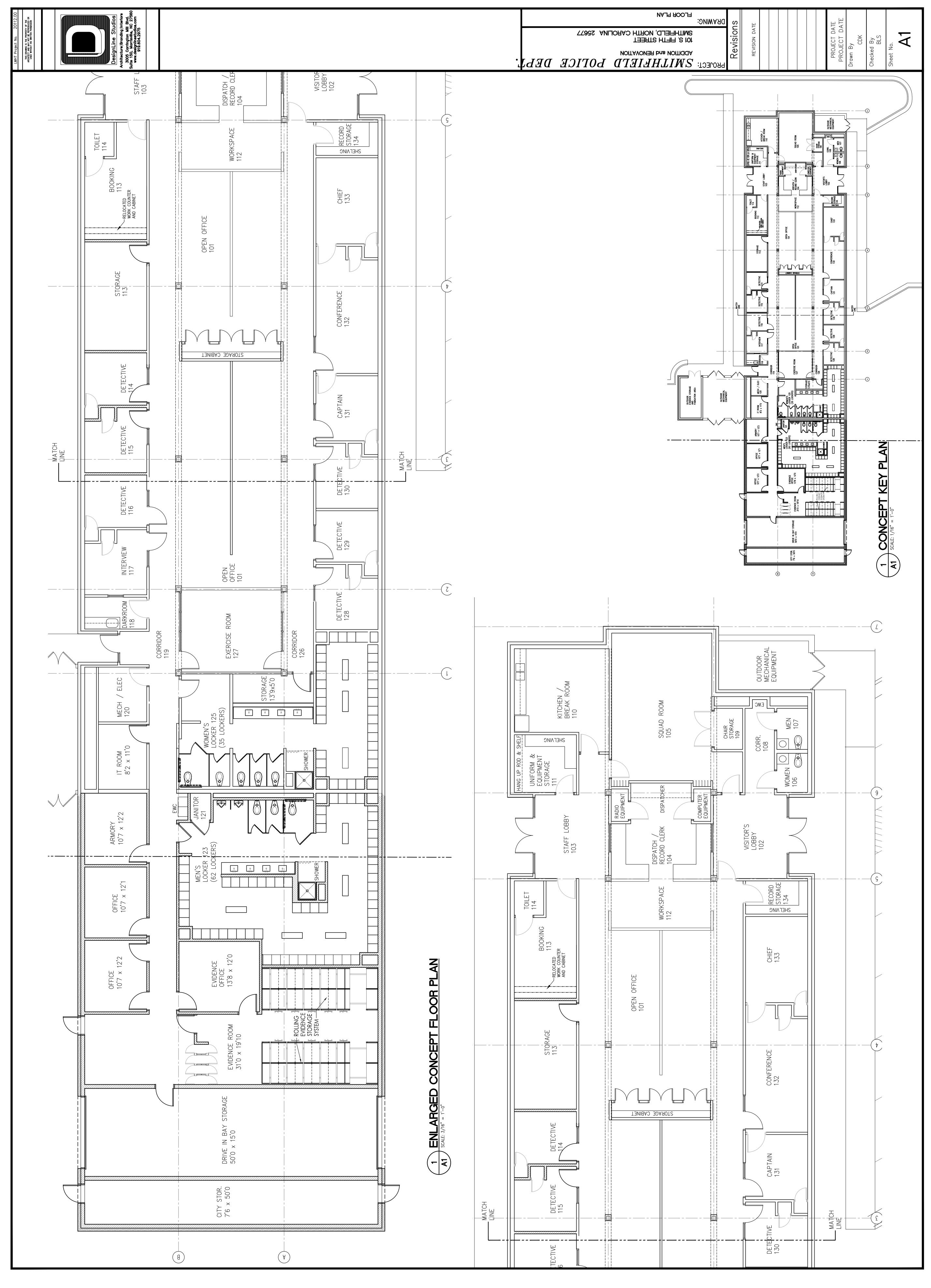
- **8. TERM, SCHEDULE and COMPLETION.** Contractor shall complete the work to be performed in accordance with the Construction Schedule.
- **8. DELAYS**: All of the Work will be completed and ready for final payment by the date specified on the Schedule. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, weather, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which that justifies the delay, then the completion date shall be extended. The Contractor shall extend by submitting a Change Order request, and Client shall execute the Change Order provided that the delay is beyond Contractor's control.
- 9. **PROJECT COMPLETION**. Upon substantial completion of the project, Client shall perform a walk-through and identify a punch list if applicable. Time is of the essence in performing the walk-through so that if not performed timely, Client waives the right to delay final payment. At such time that all the project passes its final inspection and Contractor has cleared all punch list items, and a Final Waiver of Lien has been provided by Contractor, Client shall pay the final amount billed on the Contract. Contractor shall also provide any applicable product or equipment manuals, technical specifications and/or warranties. If the punch list includes long lead items (for example seasonal or replacement parts) that cannot be completed in 30 days, Contractor may bill, and Client shall pay the final bill withholding only the value of the punch list items outstanding.
- **10. PERMITS.** Client shall obtain all necessary building permits. Contractor shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to Contractor under this Contract.
- **11. INSURANCE.** Contractor shall furnish certificates of insurance to Client substantiating that Contractor has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of North Carolina and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services. If the insurance renews during the term of this contract, the Contractor will provide an updated Certificate. Contractor will require the same of all subcontractors. The minimum liability coverage amount is \$1,000,000 per occurrence.
- **12. CONFIDENTIALITY.** Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use or divulge, disclose, or communicate in any manner, any information that is proprietary to Client, unless expressly permitted by Client in writing. Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Upon termination of this Contract, Contractor will return to Client all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Contract.
- **13. WARRANTY.** Contractor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the community and region, and will provide a standard of care equal to, or superior to, care used by service providers on similar projects. Contractor shall construct the structure in conformance with the plans and specifications. In addition to any manufacturer or supplier warranties, Contractor warranties all work and materials for a period of one year.
- **14. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
  - a) The failure of Client to make a required payment when due.
  - b) The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the US Bankruptcy Code.
  - c) A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit

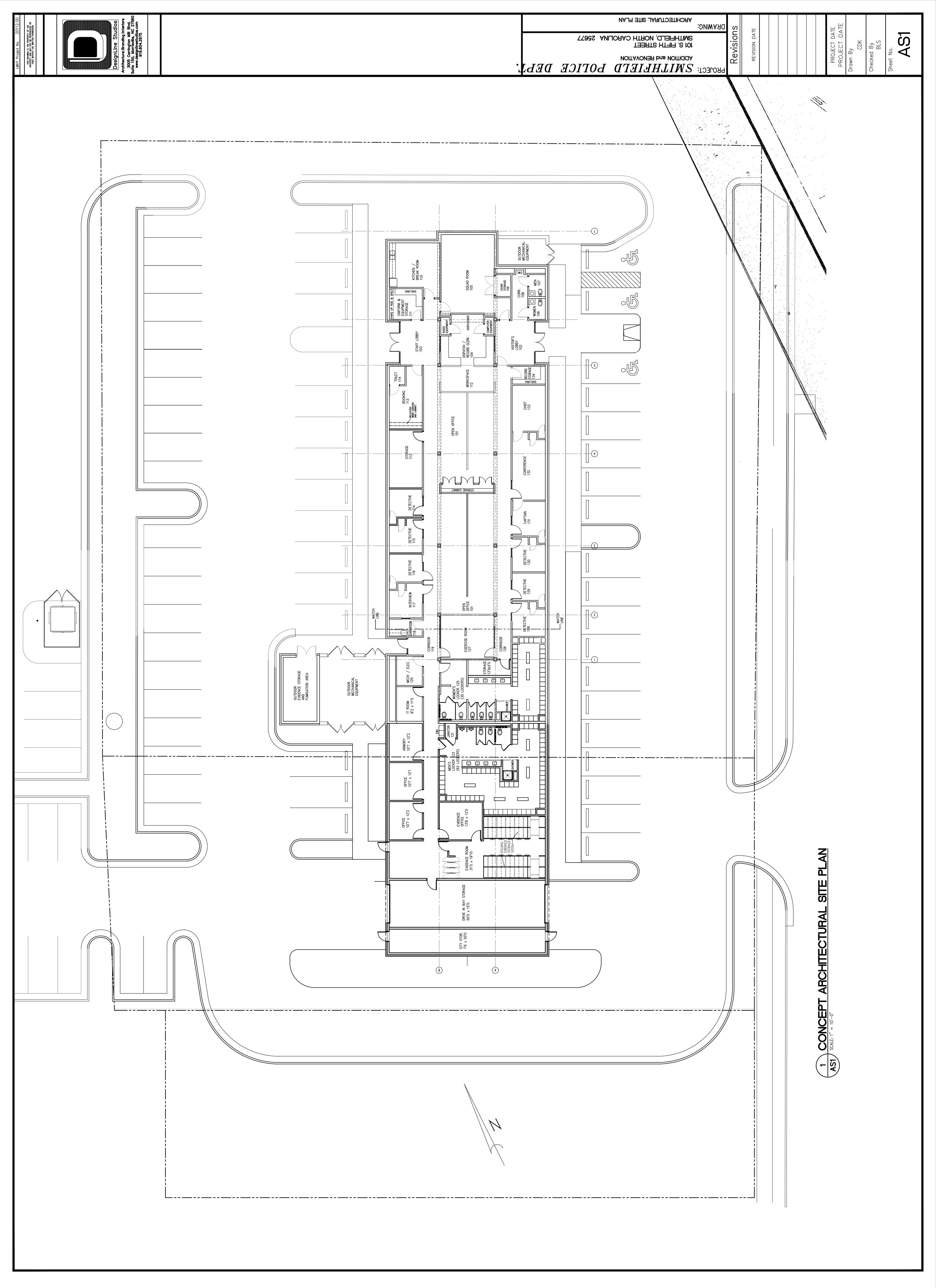


- of creditors, application or sale for or by any creditor or government agency brought against either party.
- d) The failure of Client to make the building site available or the failure of Contractor to deliver the Services in the time and manner provided for in this Agreement.
- 15. REMEDIES. In addition to any and all other rights a party may have available according to law of the State of North Carolina, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 10 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 10 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.
- 16. FORCE MAJEURE. If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- **17. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, then disputes relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
- 18. PROTECTION OF PERSONS AND PROPERTY, SAFETY, AND RISK OF LOSS. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Contractor also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.
- **19. ENTIRE AGREEMENT.** This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.
- **20. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.



- **21. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by each party.
- **22. GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by the laws of the State of North Carolina.
- **23. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person, federal express/UPS, or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- **24. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.









# Request for Town Council Action

Business Traffic Agenda Team Item: Equipment

Date: 02/02/2021

Subject: Purchase (2) Patrol Vehicles for traffic team

Department: Police Department

Presented by: Chief of Police R.K. Powell

Presentation: Business item

# **Issue Statement**

The Police Department was approved to proceed with the Traffic Grant. The Police **Department is requesting to proceed with the purchase of two Dodge Durango's**. The Police Department solicited quotes from: Deacon Jones, Performance Automotive and **the Sheriff's Association Bid Sheet**. The bids from the dealerships are:

Sheriffs Association:  $$32,663 \times 2 = $65,326.00 \text{ (Base Price) } $67,139.60 \text{ Total}$ 

Performance Automotive: \$33,570.10 x 2= \$67,140.20 Deacon Jones: \$33,418 x 2= \$66,836.00

# Financial Impact

Approved Budgeted Amount for FY 2019-2020: \$33,856 town cost/ Federal Grant portion:

\$191,852. (First Year Grant Cost)

Amount of Purchase/Bid/ Contract: \$66,836 / Deacon Jones

# **Action Needed**

It is requested the council approve the low quote from Deacon Jones in Smithfield and approve the purchase of (2) two **Dodge Durango's** for the traffic team. The recommended quote is within the budgeted amount for this purchase.

# Recommendation

The police department be allowed to purchase the two (2) Durango from the low quote at Deacon Jones in Smithfield

Approved: ✓ Town Manager ☐ Town Attorney

Attachments: 1. Staff Report

Vehicle Bids
 Traffic Grant

4. Approved Vehicle List



Business Agenda Item:

Patrol
Car
Purchase

The Police Department was approved to proceed with the Traffic Grant. The Police Department is requesting to proceed with the purchase of two Dodge Durango's. The police department solicited quotes from: Deacon Jones, Performance Automotive and the Sheriff's Association Bid Sheet. The department is requesting to purchase Durango's since the grant will not allow the purchase of Dodge Chargers. The Traffic Grant states that only American made vehicles can be purchased with Federal Grant Money, which is listed in the Buy America Act. The vehicle in order to be eligible under the grant rule has to have the Final Assembly in the United States. Attached is the list of approved vehicles that can be purchased with Federal Grant money. Dodger Chargers are manufactured in Canada and are not eligible under this process, many other vehicles are listed but the Dodge Durango would be the most suitable for the job. The Sheriffs Association Bid is the lowest bid because it is the base price for the vehicles. The other two bids include the upgraded Vinyl seat in the back of the vehicle (\$112.80) and the tow package (\$794.00) which is not attached to the Sheriff Association bid. The bids from the dealerships are:

Sheriffs Association:  $$32,663 \times 2 = $65,326 \text{ (Base Price) } $67,139.60 \text{ Total}$ 

Performance Automotive: \$33,570.10 x 2= \$67,140.20

Deacon Jones: \$33,418 x 2= \$66,836.00



# 2021 Dodge Durango Pursuit

WDEE75 Spec# 126 or Spec# 127

North Carolina Sheriff's Association Vehicle

Contract 21-07-0915

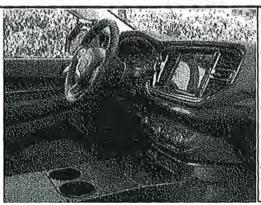


Pre-production model shown: Final version may vary Emergency Lighting for illustrative purposes only

# **Standard Features**

8.4" Touchscreen Display
265/60R18 BSW On/Off Road Tires
18X8 Black Steel Wheels
Cruise Control
Deep Tint Sunscreen
4 Key Fobs
Remote Proximity Key with Keyless Go
Front & Rear Interior LED Lamps
Full Size Matching Spare Tire
Heavy Duty Engine Cooling
Integrated Voice Command w/Bluetooth
Power 8-Way Driver Seat
Power Windows/Door Locks

Power 8-Way Driver Seat
Power Windows/Door Locks
Rear Load Leveling Suspension
Sirius XM Satellite Radio
Tilt/Telescoping Steering Wheel
Factory Installed Parkview Back-up Camera



Option CUG - Police Console Show

Cloth Bucket Front Seats
2nd Row 60/40 Folding Seats
Vinyl Floor Covering
Front License Plate Braket
5yr/100,000 mile Powertrain Warranty
Spot Lamp Wiring

	SPEC	Dura	ango Pursuit Base Vehicle	Base	Price	
		26 Appalach	hia Zone- (FOB Clinton, NC)	\$	30,037	
V-63.6L		26 Dogwood	d Zone (Piedmont and Triad)	\$	30,037	1
AWD #126		26 Cardinal	Zone (Charlotte to Wilmington)	\$	30,033	125
		26 Longleaf	f Zone - (FOB Clinton, NC)	\$	30,037	
	選口選	126 Appalach	hia Zone- (FOB Clinton, NC)	\$	32,663	
V-8 HEMI	<b>I</b>	26 Dogwood	d Zone (Pledmont and Triad)	\$	32,663	
AWD #127		26 Cardinal	Zone (Charlotte to Wilmington)	\$	32,685	
	極一種	26 Longleaf	f Zone - (FOB Clinton, NC)	\$	32,663	3.4

# 2021 Dodge Durango Pursuit Available Options

Tin in	- 13	Interior Seating Options		
	C5/X9	Cloth Front Bucket Seats/ Cloth Rear Seats (Std Configuration)		N/C
<b>V</b>	A7/X9	Cloth Front Bucket Seats with Rear Vinyl (Black)	\$	112.80
		Functional Packages		
011	ADG	Technology Package	\$	37.60
SALES OF STREET	ADL	Skid Plate Package	\$	277.30
<b>V</b>	AHX	Trailer Tow Group IV	\$	794.30
	XAN	Blind Spot & Cross Path Protection	\$	465.30
		Tires & Wheels	N to	
	WMH	Chrome Center Caps, Black Steel Wheels (STD Configuration)		N/C
	WP1	18 x 8.0 Painted Aluminum Wheels	\$	328.06
		Additional Police Equipment	- New -	
1	AYF	Police Group Required Option	190	N/C
_		Police Floor Console	1\$	789.60
_{\}		Passenger Side Ballistic Door Panel	1\$	2,185.5
_]	XDV	Driver Side Ballistic Door Panel	\$	2,279.50
	XPW	Front & Rear Wire Harness	\$	1,344.20
		Additional Options	V	
	CKD	Floor Carnet	1\$	117.50
	CUF	Full Length Floor Console	1\$	277.30
_ <u>}</u>	CW6	Deactivate Rear Doors/Windows	1\$	70.50
		Door/Window Activation Kit	1\$	94,00
_]:		Power Liftgate	1\$	371.30
	LNA	Black Passenger Side LED Spot Lamp	1\$	484.10
	LNF	Black Driver Side LED Spot Lamp	1\$	512.30
		ILED Spot Lamps (LNX required with either spotlight option)		N/C
	LSA	Security Alarm	\$	141.00
	MTB	Delete Liftgate Badge		N/C
	NHK	Engine Block Heater	\$	89.30
	UBN	Uconnect 5 Nav with 10.1" Display	\$	916.50
1 6	XWK	Power Distribution Center		N/C
	YEP	Manufacturer Statement of Origin		N/C

	<b>2021</b> 5 Yea	ty Information Durango Pursuit r / 100,000 Mile Powertrain Warranty r / 36,000 Mile Bumper to Bumper Warranty			
		Total Price Per Vehicle: \$  Number Units This Spec: Total this Order: \$		70.10 2.00 40.20	
		Upfit Video Links: 2017 Granite Durango SSV, Whelen Slickt 2017 White Durango SSV, Whelen Slickto	ор		
Emergei	P\	quipment Options ND VICE WHITE - Low Volume Paint Extra Cost	\$	ADD 560	
Emerger	Cieren Con	quipment/Lighting Upfit			
			420 S40	15 TO 2.00	Enter Quantity Here
Standard	PSC PXJ	Billet Silver Metallic Clear Coat Black Clear Coat	Qı	uantity	He e
	GXG XCS	Entire Fleet Alike Key-FREQ 4 4 Additional Key Fobs	\$	131.60 94.00	
	GXA GXE	Entire Fleet Alike Key- FREQ 2 Entire Fleet Alike Key- FREQ 3	\$	131.60 131.60	
	GXF	Key Options Entire Fleet Alike Key- FREQ 1	\$	131.60	

Vot	es & Instruction	s:
	Quote Date: 1-13-202	1
		Market III
del	ncy Information:	
.90.	·	
		Smithfield Police Department
	Contact:	Capt JF Grady
	Position:	
	Address 1:	
	Address 2:	
	City, State, Zip:	
	Office Phone:	
	Cell Phone:	
	Email:	

# **Gene Daniel**

# Government Sales Manager

605 Warsaw Road Clinton, North Carolina 28328 gdaniel@ramclinton.com (910) 592-5337 Dealership





# Amy Hill

# Government & Fleet Sales

1555 Old Dairy Road Columbia, South Carolina 29201 ahill@ramclinton.com (336) 687-7964 Cell



Vehicle; [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD





Roger Wood | 919-934-8101 | rwood@deaconmall.com

# **Deacon Jones**

Prepared By:

Roger Wood Deacon Jones 919-934-8101 rwood@deaconmall.com



Roger Wood | 919-934-8101 | rwood@deaconmall.com

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete )

# **Price Summary**

PRICE SUMM	ARY.		M9RP
	Base Price		\$36,000.00
	Total Options		\$4,060.00
	Vehicle Subtolal	<i>y.</i>	\$40,060.00
	Deslination Charge		\$1,485.00
	Grand Total		\$41,555.00

TOTAL 33,418.00

Top Word

Commercial and Fleet Mgr.

DEAGN Jones
1-21-2021



Deacon Jones
Roger Wood | 919-934-8101 | rwood@deaconmail.com

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursult AWD ( v Complete )

Selected Mo	del and Options	
CODE	MODEL.	MSRP
WDEE75	2021 Dodge Durango Pursult AWD	\$36,000.00
COLORS CODE PW7	DESCRIPTION  White Knuckle Clearcoat	
ENGINE CODE	DESCRIPTION	MSRP
EZH	Engine: 5.7L V8 HEMI MDS VVT -inc: 3.09 Rear Axle Ratio, Dual Rear Exhaust w/Bright Tips, 230MM Rear Axle, 800 Amp Maintenance Free Battery, GVWR: 7,100 lbs, Single Speed on Demand Transfer Case	\$2,995.00
CODE DFD	DESCRIPTION Transmission: 8-Speed Automatic (8HP70)	MSRP \$0.00
CROS PKG CODE 22Z	DESCRIPTION  Quick Order Package 222 -Inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed	MSRP \$0.00
24.	Automatio (8HP70)	•
AXLE RATIO GODE DPM	DESCRIPTION 3.09 Rear Axle Ratio	MSRP
WHEELS		
CODE	DESCRIPTION	MSRP
WBN	Wheels: 18" x 8.0" Black Steel (STD)	\$0.00
TIRES	DESCRIPTION	MBRP
TXQ	Tires: 255/60R18 On/Off Road (STD)	\$0.00



Deacon Jones
Roger Wood | 919-934-8101 | rwood@deaconmall.com

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursult AWD ( & Complete )

300	Options Total	\$4.080.00
XCS	4 Additional Key Fobs	\$100.00
CD4	Tungsten Interior Accent Stitch	\$0.00
CODE	DESCRIPTION	MSRP
ADDITIONAL	EQUIPMENT - INTERIOR	
AHX	Trailer Tow Group IV -Inc; 2 speed transfer case, Class IV Receiver I-fitch	\$845,00
CODE	DESCRIPTION	MSRP
ADDITIONAL	EQUIPMENT - PACKAGE	
Z6J	GVWR: 7,100 lbs	Inc.
CODE	DESCRIPTION	MSRP
<b>GVWR</b>		
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl -Inc: Vinyl 2nd Row Seat	\$120.00
CODE	DESCRIPTION	MSRP
SEAT TYPE		
PW7	White Knuckle Clearcoat	\$0.00
CODE	DESCRIPTION	MSRP
PRIMARYPA	NINT	



Roger Wood | 919-934-8101 | rwood@deaconmall.com

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD (♥ complete)

# Standard Equipment

# Mechanical

Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)

Transmission: 8-Speed Automatic (850RE) (STD)

3.46 Rear Axle Ratio (STD)

GVWR: 6,500 lbs (STD)

50 State Emissions

Transmission w/Sequential Shift Control

Full-Time All-Wheel

Engine Oll Cooler

650CCA Mainténance-Free Baltery w/Run Down Protection

220 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Police/Fire

1650# Maximum Payload

Front And Rear Anti-Roll Bars

Rear Auto-Leveling Suspension

Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers

HD Suspension

Electric Power-Assist Speed-Sensing Steering

24.6 Gal. Fuel Tank

Single Stainless Steel Exhaust

Permanent Looking Hubs

Short And Long Arm Front Suspension w/Coll Springs

Multi-Link Rear Suspension w/Coli Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

### Exterior

Wheels: 18" x 8.0" Black Steel (STD)

Tires: 255/60R18 On/Off Road (STD)

Wheels w/Chrome Hub Covers

Steel Spare Wheel



Roger Wood | 919-934-8101 | rwood@deaconmail.com

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete )

Exterio

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent

Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent

Black Side Windows Trim

Body-Colored Door Handles

Chrome Bodyside Insert and Colored Wheel Well Trim

Body-Colored Power Heated Side Mirrors w/Manual Folding

Fixed Rear Window w/Fixed Interval Wiper and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Llp Spoller

Black Grille

Front License Plate Bracket

Liftgate Rear Cargo Access

Tallgate/Rear Door Lock Included w/Power Door Locks

Perimeter/Approach Lights

LED Brakelights

Fully Automatic Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off

Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System

Radio: Uconnect 4 w/8.44 Display

Streaming Audio

6 Speakers

**GPS Antenna Input** 

SIrlusXM Satellite Radio

Integrated Center Stack Radio



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Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete )

2.5		between the	P	ķ
F	m	311	maint	Š

Integrated Voice Command w/Bluetooth

2 LCD Monitors in The Front

Interior

Front Seals W/Power 4-Way Driver Lumbar

12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushlon Tilt and Power 4-Way Lumbar Support

4-Way Passenger Seat -Inc: Manual Recline, Fore/Alt Movement and Fold Flat

60-40 Folding Spllt-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilli/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Vollmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fiuld Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Leather/Metal-Look Steering Wheel

Illuminated Front Cupholder

Rear Cupholder

3 12V DC Power Outlets

Compass

Proximity Key For Doors And Push Button Start

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Pank Button

Remote Releases -Inc: Power Fuel

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -Inc: Auxiliary Rear Heater, Headliner/Piller Ducts and Console Ducts

Illuminated Locking Glove Box

Driver Foot Rest

Interior Trim -Inc: Leatherette Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents

Full Cloth Headliner

Cloth Bucket Scale w/Shift Insort



Roger Wood | 919-934-8101 | rwood@deaconmail.com

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

Interior

Day-Night Auto-Dimming Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Carpet Floor Trim

Full Vinyl/Rubber Floor Covering

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc: Cargo Access and Windows

Google Androld Auto

USB Host Flip

Apple OarPlay

Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Oulside Temp Gauge

Digital/Analog Display

Front Center Armrest w/Storage and Rear Center Armrest

Manual w/Till Front Head Restraints and Fixed Rear Head Restraints

Sentry Key Engine Immobilizer

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control



Roger Wood | 919-934-8101 | rwood@deaconmail.com

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( \* Complete )

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seal-Mounted Side Alrhage

ParkSense with Stop Rear Parking Sensors

The Specific Low The Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st, 2nd And 3rd Row Airbags

Airbag Occupancy Sensor

Driver Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

ParkView Back-Up Camera

Basio Years: 3

Basic Miles/km: 36,000

Drivetraln Years: 6

Drivetrain Miles/km: 100,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

North Carolina Sheriffs' Association (NCSA) Vehicle and Motorcycle Procurement: Bid Award Summary 21-07-0915

Ilderton Dodge Chrysler Jeep Ram, LLC Performance Chrysler Dodge Jeep Ram	2021 Dodge Durango SSV (WDDE75/22X) 2021 Dodge Durango SSV (WDDE75/22X) 2021 Dodge Durango SSV (WDDE777/22X)	Dogwood	\$30,086.00
NAMESTREET DOUBLE CITYSHET THE TAND THE TOWN THE	2021 Douge Driango SSV (WDDEA) 22A)	Longlear Fine	SSCINECTION BESSELECTION
llderton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango Pursuit AWD 3.6L (WDEE75/282)	Appalachia	\$30,037.00
llderton Dodge Chrysfer Jeep Ram, LLC	2021 Dodge Durango Pursuit AWD 3.6L (WDEE75/2BZ)	Dogwood	\$30,037.00
Performance Chrysler Dodge Jeep Ram	2021 Dodge Durango Pursuit AWD 3.6L (WDEE75/28Z)	Cardinal	\$30,033.00
liderton Dodge Chrysler Jeep Ram, LLC 사건규칙의 작업자하다	2021 Dodge Durango Pursuit AWD 3.6L (WDEF75/28Z)	Longleaf Pine	\$30,037.00
	0X		
Ilderton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango Pursuit AWD 5.7L (WDEE75/222)	Appalachia	\$32,663.00
lderton Dodge Chrysler Jeep Ram, LLC	2021 Docge Durango Pursuit AWD 5.7L (WDEE75/22Z)	Dogwood	\$32,663.00
Performance Chrysler Dodge Jeep Ram	2021 Dodge Durango Pursuit AWD 5.7L (WDEF75/22Z)	Cardinal	\$32,658.00
Note: United the Conference of	W.V. W.		Sassification (Sassification)
iderton Dodge Chrysler Jeep Ram. LLC	2021 Dodge Durango SXT RWD	Appalachia	\$24.912.00
Ilderton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango SXT RWD	Dowwood	\$24.912.00
Ilderton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango SXT RWD	Cardinal	\$24,912.00
Ilderton Dodge Chrysler Jeep Ram, LLC	SPANIE SPANIE	Longleaf Pine	\$24,912.00
21 731	and the contract of the contra		And States States
Ilderton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango SXT - AWD 3.6L V6	Appalachia	\$27,316.00
llderton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango SXT - AWD 3.6L V6	Dogwood	\$27,316.00
llderton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango SXT - AWD 3.6L V6	Cardinal	\$27,316.00
liderton Dodge Chrysler Jeep Ram, LLC নিদদেশত বিশিষ্ট্রনিজনীক	2021 Dodge Durango SXT - AWD 3.6LV6	Longleaf Pine	\$27,316.00
DODGE DURANGO - RWD - RT 5.7L HEMI V8 (WDDS75) (Specification #130)	n #130 <u>)</u>		
llderton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango - RWD - 5.7L HEMI V8	Appalachia	\$36,636.00
liderton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango - RWD - 5.7L HEMI V8	Dogwood	\$36,636.00
il derton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango - RWD - 5.7L HEMI VS	Cardinal	\$36,636.00
ilderton Dodge Chrysler Jeep Ram, LLC ពីស្រីការកំពុក្សភាពក្រសាក្សា មានអា	2021 Dodge Durango - RWD - 5.7L HEMI V8 הרוזה מילות מילות	Longleaf Pine	\$36,636.00
DODGE DURANGO - AWD - RT 5.7L HEMI V8 (WDES75) (Specification #131)			
liderton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango - AWD - 5.7 HEM1V8	Appalachia	\$38,994.00
llderton Dodge Chrysler Jeep Ram, LLC	2021Dodge Durango - AWD - 5.7 HEMI V8	Dogwood	\$38,994.00
Ilderton Dodge Chrysler Jeep Ram, LLC	2021 Dodge Durango - AWD - 5.7 HEMI V8	Cardinal	\$38,994.00
liderton Dodge Carysler Jeep Kam, LLC	2021 Dodge Durango - AWD - 5.7 HEMI V8	Longleat Pine	538,994.00

INITIALS Revised 05/2018

# North Carolina Governor's Highway Safety Program

## Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

## A. Federal Provisions

1. Equal Opportunity/Nondiscrimination. The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);

(d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;

(e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and

(f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);

(g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);

- (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38:
- (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
- (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 2. Drug Free Workplace. The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
- Federal Grant Requirements and Contracts. The Agency shall comply with the following statutes and implementing regulations as applicable:

(a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;

(b) Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;

(c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);

- (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
- (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
- (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
- 4. Political Activity (Hatch Act) The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### Lobbying.

- (a) Certification Regarding Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (III) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

(b) Restriction on State Lobbying. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and Indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### 6. Audits.

(a) Audit Required. Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200,500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200,502.

(b) Single Audit. Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).

(c) Non-Governmental Entities. Non-governmental entitles (not-for-profit and for-profit entitles) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

#### 7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tler participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, Ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

- suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
- (j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.
  - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
  - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
- 8. Buy America Act. The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- 9. Prohibition On Using Grant Funds To Check For Helmet Usage. The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- 10. Conditions for State, Local and Indian Tribal Governments. State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 226, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
- 11. Conditions for Institutions of Higher Education. If the Agency is an Institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

- 12. Conditions for Non-Profit Organizations. If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
- 13. Conditions for Hospitals. If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

#### B. General Provisions

- Contract Changes. This document contains the entire agreement of the parties. No other contract, either
  oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result
  in any change in the nature, scope, character, or amount of funding provided for in this contract, shall
  require a written addendum to this contract on a form provided by the Department.
- 2. Subcontracts Under This Contract. The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
- 3. Solicitation for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
- 4. Incorporation of Provisions in Subcontracts. The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North-Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
- 5. Outsourcing. All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.

6. Property and Equipment.

- (a) Maintenance and Inventory. The Agency shall maintain and inventory all property and equipment purchased under this contract.
- (b) Utilization. The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
- (c) Title Interest. The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency falls or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
  - Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

(ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.

- (d) Non-expendable Property. Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
- 7. Educational or Other Materials. If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
- 8. Review of Reports and Publications. Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

#### 9. Reimbursement.

- (a) General. Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The Itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) Approval. The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) Unapproved Costs. Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) Final Claims for Reimbursement, Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period, Project funds not claimed by this date are subject to reversion.
- (e) Expending Funds Under This Contract. Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
- 10. Project Costs. It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
- 11. Program Income. The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
- 12. Project Directors. The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.

#### 13. Reports Required.

- (a) Quarterly Progress Reports. Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) Final Accomplishments Report. A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed, if the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

(c) Audit Reports. Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

#### 14. Out-of-State Travel.

- (a) General. All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) Requests. Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) Agency Travel Policy Required. For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is ilmited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) Agenda Required. Out-of-state travel requests must include a copy of the agenda for the travel requested.
- 15. Conditions for Law Enforcement, in addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) Certifications Required.

- (i) In-car Camera or Video System. For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (II) Radar. For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) Alcohol Screening Devices. For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) Report Required Monthly Enforcement Data Report, in addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

#### 16. Conditions for Local Governmental Agencies.

- (a) Resolution Required. If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) Resolution Content. The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- 18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- 19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

#### 20. Continued Federal and State Funding.

(a) Federal Funding. The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) State Funding. The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
- 21. Performance. All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. Resolution of Disputes. Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

#### 23. Department Held Harmless.

- (a) For State Agencies. Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) For Agencies Other Than State Agencies. The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- 24. Records Access and Retention. The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 25. Sanctions for Non-Compliance. The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
  - (a) Cancel, terminate, or suspend this contract in whole or in part;
  - (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
  - (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
  - (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

#### 26. Cancellation, Termination, or Suspension of Contract.

(a) By the Department. For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

- to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
- (b) By mutual consent. The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party,
- (c) Unexpended funds. Any unexpended funds remaining after cancelation or termination will revert to the Department.
- 27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
- 28. E-Verify requirements. If this contract is subject to NCGS 143-133,3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
- 29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
  - (a) that the Agency is <u>not now and was not at the time of the execution of the Contract dated below</u> identified on the Final Divestment List of entitles that the State Treasurer has determined engages in investment activities in Iran;
  - (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
  - (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
- 30. Agency Fiscal Year. The end date for the Agency's fiscal year is 06/30/2021
- 31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

1. NS0897-10	AGENCY PROJECT	DIRECTOR
NAME	TITLE	ADDRESS
R. Keith Powell	Chief of Police	P O Box 761 Smithfield, NC 27577
SIGNATURE	DATE	TELEPHONE NUMBER
Robert K Powell	08/12/2020	(919) 934-2121
	AGENCY AUTHORIZIN	NG OFFICIAL
NAME	TITLE	ADDRESS
Michael L. Scott	Town Manager	P O Box 761 Smithfield, NC 27577
SIGNATURE	DATE	TELEPHONE NUMBER
Mint . Level	08/12/2020	(919) 934-2116 ext. 1104
	CY OFFICIAL AUTHORIZE	D TO RECEIVE FUNDS
NAME	TITLE	ADDRESS
Gregory D. Siler	Finance Director	P O Box 761 Smithfield, NC 27577
SIGNATURE	DATE	TELEPHONE NUMBER .
Greg Sale	08/12/2020	(919) 934-2116 ext. 1106

# North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION Town of Smithfield Resolution

No. 662 (11-2020)

WHEREAS, the Smithfield Police Department	(herein called the
"Agency")  (The Applicant Agency)  has completed an application contract for traffic safety funding; and that  (The Applicant Agency)  (The Applicant Agency)	of Smithfield Town Council
(therein called the "Governing Body") has thorou	
identified and has reviewed the project as described in the contract;	
THEREFORE, NOW BE IT RESOLVED BY THE Town of Smithfield (Governing Book)	Town Council IN OPEN
•	, NORTH CAROLINA,
THIS 4th DAY OF August , 20 20 , AS FOLLOWS:	
1. That the project referenced above is in the best interest of the Governing E	ody and the general public; and
2. That Michael L. Scott, Town Manager Is authorized to (Name and Title of Representative)	file, on behalf of the Governing
Body, an application contract in the form prescribed by the Governor's High	
funding in the amount of \$\frac{486,508}{(Federal Dollar Request)}\ to be made to the Gove	erning Body to assist in defraying,
the cost of the project described in the contract application; and	
3. That the Governing Body has formally appropriated the cash contribution of	of \$\frac{133,352}{(Local Cash Appropriation)} as
required by the project contract; and	
4. That the Project Director designated in the application contract shall furnish	h or make arrangement for other
appropriate persons to furnish such information, data, documents and repo	orts as required by the contract, if
approved, or as may be required by the Governor's Highway Safety Progra	am; and
5. That certified copies of this resolution be included as part of the contract re	ferenced above; and
6. That this resolution shall take effect immediately upon its adoption.	
DONE AND ORDERED in open meeting by	
ATTESTED BY Shannan L. Panish, Town Clork	OOF SMITH
DATE August 4, 2020	Sample D'
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Rev. 7/11

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### Request for Town Council Action

Agenda SWAC Item: Update

Date: 02/02/2021

Stormwater Advisory Committee Recommendation Subject:

Department: Planning

Presented by: Planning Director – Stephen Wensman

Presentation: Business Item

#### Issue Statement

Staff would like to update the Town Council on the Stormwater Advisory Committee and present its recommendations for a stormwater utility.

#### Financial Impact

The establishment of a stormwater utility will enable the Town to establish a stormwater utility fee to fund the Town's stormwater program, including various capital projects to minimize flooding.

#### Action Needed

To discuss establishing a stormwater utility and setting the ERU value. Provide feedback to staff

#### Recommendation

To discuss establishing a stormwater utility and setting the ERU value. Provide feedback to staff

Approved: ✓ Town Manager ☐ Town Attorney

#### Attachments:

- 1. Staff Report
- 2. November 20, 2020 SWAC Minutes



# Staff Report

Agenda SWAC Item: Update

#### **OVERVIEW:**

The Town of Smithfield has witness significant flooding in the past decade and most recently along South Brightleaf Boulevard. Solutions to the flooding are complex and the Town Council has been working to address these issues. Currently, all stormwater management expenses incurred by the town come from General Fund dollars.

In late 2017, the Town received a Golden LEAF Foundation Grant in the amount of \$70,000 for the preparation of a stormwater management study. In late 2017, the Town issued a request for proposals and in February 2018, hired Jewell Engineering to prepare the Stormwater Management Action Plan.

The purpose of the Plan was to identify, prioritize and plan to address flooding and stormwater quality problems throughout the community. The preparation of the Plan was the first step in the development of a comprehensive, long-term stormwater program to address the flooding and other stormwater issues.

The preparation of the Plan involved a review of existing and future stormwater regulations, current stormwater program activities and needs, and included public engagement to raise public awareness and to allow residents to voice their concerns about flooding and water quality issues. The public engagement process included an all-Town staff survey, public survey and a public meeting held at the Sarah Yard Center.

The final report includes findings and recommendations, summarized in the executive summary in the attached report. The appendices include a Capital Improvement Assessment and a Charter for a Stormwater Advisory Committee. The Plan was completed and presented to the Town Council in July of 2019.

#### STORMWATER ADVISORY COMMITTEE:

The Plan listed 7 action items and one of the first action items was the creation of a Stormwater Advisory Committee (SWAC). On November 2019, the Town Council appointed members to the SWAC comprised of 13 members of diverse backgrounds that included a Town Councilman, Public Works supervisor, a residential HOA President, a Johnston County Public Schools representative, a church minister, the Triangle Chamber President, an environmental professional, a conservation advocate and industrial, and commercial representatives. The SWAC met monthly from January 2020-October 2020 with a mission to review and discuss a range of municipal stormwater services including regulatory programs

and to make advisory-level recommendations to Town Management and Council regarding the extent and level of the Town's future stormwater program(s) and a program funding strategy.

The SWAC reviewed the three level of service alternatives found in the Plan and the level of funding needed for each:

Stormwater Program Function	Existing / Baseline Program GF Funding	Level 1 Enhanced Program SW Fee \$1/ERU	Level 2 Enhanced Program SW Fee \$3/ERU	Level 3 Enhanced Program SW Fee \$5/ERU
Program Administration & Engineering	\$13,500	\$120,000	\$158,000	\$263,000
NSR / Water Quality	\$3,000 (annual report)	\$10,000	\$32,000	\$53,000
Drainage System Operation & Maintenance	\$53,750 (includes 50% of leaf/limb, street sweeping)	\$80,000	\$182,000	\$384,000
Capital Improvement Program (CIP)	\$0	\$0	\$258,000	\$350,000
Totals	\$70,250	\$210,000	\$630,000	\$1,050,000

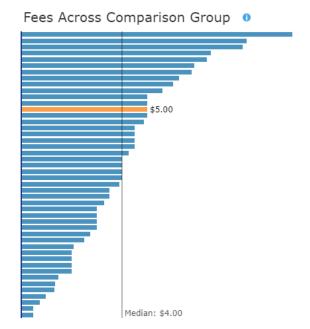
The baseline and alternatives are derived from the Town's existing program costs, population of 11,342 and an estimated 15,879 – 18,714 ERUs.

#### What is an ERU?

ERU= Equivalent Residential Unit - a common billing unit for stormwater utility fees (charged monthly). An ERU is a measure of the average amount of impervious surface area for a single-family residential property located in the town. Residential parcels will be billed Parcels would be billed on the basis of how much impervious area is on the parcel, regardless of the total area of the parcel.

#### Stormwater Fee Collection:

Stormwater utility fees are typically collected by added them onto Town Utility bills or property tax bills. Staff recommends adding them to property tax bills.



ERUs
Dunn \$2.00
Zebulon \$2.00
Holly Springs \$3.00
Knightdale \$4.00
Wilson \$4.50
Kinston \$4.50
Goldsboro \$4.50
Rocky Mount \$5.00
Raleigh \$5.00

Residential Stormwater Utility Fees within 100 Miles of Raleigh.

(Source: NCDEQ)

In 2020, the average stormwater bill for a residential property with 3,000 square feet of impervious surface is \$4.51 monthly (ERU). Monthly residential bills at 3,000 square feet range from \$0.50 to \$15.44. The 2020 average monthly bill across surveyed utilities for a non-residential property with 10,000 square feet of impervious surface was \$15.07 monthly. Monthly bills at 10,000 square feet range from \$0.72 to \$72.50 monthly.

To provide a local perspective, the table below illustrates the impact a fee would have on a some town non-residential properties (Assuming Smithfield adopts an ERU of \$3, assuming an average residential property has 3,000 sq. ft. of impervious surface)

Company	Site Acreage	Impervious sf	ERU (sf) example	ERUs	ERU	Utility Fee/mo	Utili	ty Fee/year
Penn Compression	8.24	125452.8	3000	41.82	\$ 3.00	\$ 125.45	\$	1,505.4
Tru Hotel	1.99	58191	3000	19.40	\$ 3.00	\$ 58.19	\$	698.2
Classic Ford	7.46	144773	3000	48.26	\$ 3.00	\$ 144.77	\$	1,737.2
Neuse Charter School	26.3	172062	3000	57.35	\$ 3.00	\$ 172.06	\$	2,064.7
First Baptist Church	2.9	70759	3000	23.59	\$ 3.00	\$ 70.76	\$	849.1
Heavner Furnature Showroom	12.45	254826	3000	84.94	\$ 3.00	\$ 254.83	\$	3,057.9
Deacon Jones Used Carlot	1.5	49055	3000	16.35	\$ 3.00	\$ 49.06	\$	588.6
Lowes	19.9	418862	3000	139.62	\$ 3.00	\$ 418.86	\$	5,026.3
Pine Needles Mall	10.73	435600	3000	145.20	\$ 3.00	\$ 435.60	\$	5,227.2
Carolina Pottery	58.37	2085217.2	3000	695.07	\$ 3.00	\$ 2,085.22	\$	25,022.6
ICC	101.12	1660942.8	3000	553.65	\$ 3.00	\$ 1,660.94	\$	19,931.3
Johnston Health	114.926	1368718.04	3000	456.24	\$ 3.00	\$ 1,368.72	\$	16,424.6

#### SWAC RECOMMENDATION:

At the October SWAC meeting, the SWAC recommended that the Town Council create a stormwater utility with the goal of a Level 2 Program (see the Stormwater Management Action Plan) funded by a \$3 ERU Equivalent Residential Unit.

#### **NEXT STEPS:**

If the Town Council agrees with the recommendation to create a stormwater utility, the next step would be:

- 1. Hire a consultant to map single-family and non-residential impervious to determine the average amount of impervious surface area for a single-family residential property located in the town, (estimated cost \$40,000).
- 2. Adopt an ordinance creating the stormwater utility and determine the desired ERU dollar value to achieve the desired level of service.

#### Smithfield Stormwater Advisory Committee Friday, November 20, 2020 9:00 A.M. Remotely by WebEx

**Members Present:** 

Lawrence Davis
Ed Hoy
Will Lampe
Bill Dreitzler
Chad Simmons
Matthew Starr
Mike Mancusso
Mark McDonnell

**Members Absent** 

Stephen Rabil Perry Harris Bishop Richard Johnson

**Staff Present:** 

Stephen Wensman-Planning Director Mark Helmer- Senior Planner

Staff Absent:

Julie Edmonds-Admin Support Specialist

#### Introduction

Mr. Wensman said we need to look at options for calculating a stormwater utility fee for the Town. We've discussed flat fees for all customers, flat fees that differ by land use, per ERU or flat fees for residential and per ERU for non-residential. Our Stormwater Management Action Plan identifies \$1/ERU, \$3/ERU and a \$5/ERU option. After discussing these options with this committee, it seemed that most are leaning towards the \$3/ERU fee. In case someone doesn't know, an ERU is Equivalent Residential Unit. It's a common billing unit for stormwater utility fees. We will figure out the average residential impervious in town to establish the ERU. On average, residential properties served by stormwater utilities in North Carolina pay \$6.68 per month for 3,000 square feet of impervious surface.

Mike Mancuso asked if we would have any input on the backside as to how much it will cost to run this program.

Mr. Wensman said if we want a Level 2 Program \$3/ERU it would cost \$630,000 to operate. These figures are outlined in the Action Plan.

Mr. Wensman said he reached out to the City of Raleigh. They don't have caps in their program because equity is most important. Impervious surface impact should be proportional to the fee charged. If you have a cap then everyone else would need to carry your burden. The city of Raleigh has tiers for single-family residential because there is great variability in their residential lot sizes and impervious.

Will Lampe said if a house pays for 2 ERU's, then you're paying as much as if a house had 1 ERU?

Stephen suggested Mike Mancusso take part as well from a local perspective. After Council's adoption of a stormwater utility, it will take many months to implement a program.

Stephen said he would keep the committee informed when this recommendation would go before Council. He will email the slideshow from this meeting to everyone.

Julie Edmonds

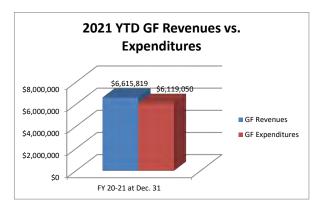
Administrative Support Specialist

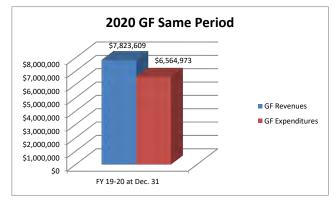
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# Financial Report



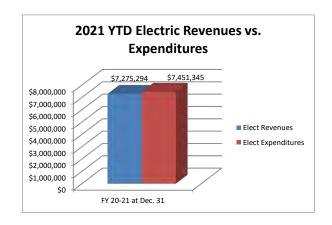
# Town of Smithfield Revenues vs. Expenditures

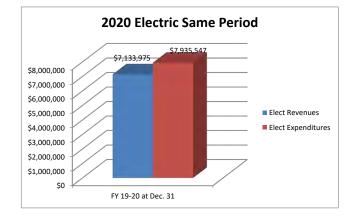












#### TOWN OF SMITHFIELD MAJOR FUNDS FINANCIAL SUMMARY REPORT

**December 31, 2020** 

Gauge: 6/12 or 50 Percent

	GENE	RAL 1	FUND			
	Frequency	Ac	tual to Date	Budget	Ac	tual to Date
Revenues		]	F <b>Y '19-20</b>	FY '20-21	]	FY '20-21
Current & Prior Year Property Taxes	Monthly	\$	2,344,570	\$ 6,450,000	\$	2,845,219
Motor Vehicle Taxes	Monthly		264,802	575,000		350,532
Utility Franchise Taxes	Quarterly		228,119	975,000		478,305
Local Option Sales Taxes	Monthly		691,144	2,147,000		969,371
Aquatic and Other Recreation	Monthly		314,250	585,000		64,702
Sanitation (Includes Penalties)	Monthly		484,061	1,351,300		590,647
Grants			270,529	204,852		465,819
All Other Revenues			726,865	1,378,308		851,225
Loan Proceeds			-	-		
Transfers (Electric and Fire Dist.)			-	261,614		-
Fund Balance Appropriated			-	1,798,008		-
Total		\$	5,324,340	\$ 15,726,082	\$	6,615,819

	<b>Actual to Date</b>	Budget	Ac	tual to Date
Expenditures	FY '19-20	FY '20-21	]	FY '20-21
General GovGoverning Body	\$ 204,793	\$ 478,048	\$	216,712
Non Departmental	404,568	932,054		389,783
Debt Service	568,124	920,953		664,807
Finance	39,199	133,015		48,119
Planning	142,721	366,642		138,934
Police	1,401,702	4,289,712		1,697,476
Fire	946,061	2,791,203		933,065
EMS	-	-		5,124
General Services/Public Works	226,867	682,641		289,255
Streets	167,967	863,111		207,288
Motor Pool/Garage	35,123	95,215		44,223
Powell Bill	22,249	274,315		27,607
Sanitation	464,981	1,410,260		706,938
Parks and Rec	658,616	1,005,200		314,929
SRAC	419,412	1,115,890		425,672
Sarah Yard Center	11,745	76,610		9,118
Contingency	-	291,213		-
Appropriations/Contributions		-		
Total	\$ 5,714,128	\$ 15,726,082	\$	6,119,050

YTD Fund Balance Increase (Decrease)

WATER AND S	EWER	FUND			
	Ac	tual to Date	Budget	Ac	tual to Date
Revenues		FY '19-20	FY '20-21	]	FY '20-21
Water Charges	\$	1,027,512	\$ 2,872,930	\$	1,283,152
Water Sales (Wholesale)		675,664	\$ 1,800,000		663,393
Sewer Charges		1,628,825	4,370,000		2,112,076
Penalties		-	50,000		26,544
Tap Fees		4,450	4,500		16,710
Other Revenues (Includes Penalties for FY18-19)		63,652	39,400		87,141
Grants		500,000	-		-
Loan Proceeds		-	-		-
Fund Balance Appropriated		_	213,812		
Total	\$	3,900,103	\$ 9,350,642	\$	4,189,016

	Ac	tual to Date	Budget	Ac	tual to Date
Expenditures		FY '19-20	FY '20-21	]	FY '20-21
Water Plant (Less Transfers)	\$	725,483	\$ 2,059,102	\$	945,545
Water Distribution/Sewer Coll (Less Transfers)		1,789,170	4,820,402		2,292,105
Transfer to General Fund		-	-		-
Transfer to W/S Capital Proj. Fund		-	1,500,000		-
Debt Service		348,149	611,133		305,566
Contingency		-	360,005		-
Total	\$	2,862,802	\$ 9,350,642	\$	3,543,216
Transfer to W/S Capital Proj. Fund Debt Service Contingency	\$	-	\$ 611,133 360,005	\$	

	ELECTRIC FUN	D			
	A	ctual to Date	Budget	Act	tual to Date
Revenues		FY '19-20	FY '20-21	1	FY '20-21
Electric Sales	\$	5,729,575	\$ 16,300,000	\$	7,120,012
Penalties		54,327	100,000		42,972
All Other Revenues		87,794	164,000		112,310
Grants		-			-
Loan Proceeds		-	-		-
Fund Balance Appropriated		-	233,862		-
Total	\$	5,871,696	\$ 16,797,862	\$	7,275,294

	Act	tual to Date	Budget	Ac	tual to Date
Expenditures	I	F <b>Y '19-20</b>	FY '20-21	]	FY '20-21
Administration/Operations	\$	900,303	\$ 2,689,692	\$	1,200,159
Purchased Power - Non Demand		2,059,027	12,615,420		1,940,980

2,953,468	-	3,389,533
481,740	-	578,088
351,307	342,586	342,585
43,602	35,000	-
-	331,664	-
-	695,000	-
	-	-
<u>-</u>	88,500	-
\$ 6,789,447	\$ 16,797,862	7,451,345
	481,740 351,307 43,602	481,740 - 351,307 342,586 43,602 35,000 - 331,664 - 695,000 - 88,500

CAS	SH AND INVESTMEN	NTS FOR APRIL	
General Fund (Includes P. Bill)	13,516,022		
Water and Sewer Fund	9,220,390		
Electric Fund*	10,550,161		
JB George Endowment (40)	134,967		
Water Plant Expansion (43)	2,512,198		
Booker Dairy Road Fund (44)	457,896		
Capital Project Fund: Wtr/Sewer (45)	551,131		
Capital Project Fund: General (46)	603,950		
Capital Project Fund: Electric (47)	347,973		
FEMA Acquisitions and Elevations (48)	550		
CDBG Neighborhood Revitalization (49)	(4,115)	1st CITIZENS	30,794,588
Firemen Relief Fund (50)	105,177	NCCMT	2,383,476
Fire District Fund (51)	169,819	KS BANK	3,703,929
General Capital Reserve Fund (72)	6,009	UNITED COMM	1,290,135
Total	\$ 38,172,128	\$	38,172,128

<sup>\*</sup>Plug

Account Balances Confirmed By Finance Director on 01/14/2021

# Department Reports





Monthly
Department Economic
Reports Development
Update

Date of Meeting: February 02, 2021 Date Prepared: January 22, 2021

Staff Work By: Tim Kerigan, Economic Development Liaison

#### <u>Update</u>

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.

Attached is a list of mentionable activities for December 2020/January 2021.

#### **Action Requested**

No action requested.

#### Smithfield Economic Development Implementation Activities DEC20/JAN21

1. Product Development/New Company Recruitment – West Smithfield Industrial Park (WSIP). All information indicates that the acquisition and development of the property is still moving forward. An update will be given by Chris Johnson during the monthly meeting between Chris and Tim, Stephen, and Rocky. It was decided that Stephen would reach out to the developer via email to remind him of the timeline for zoning and to inquire as to any other assistance he may need from the town. Project XD was also discussed and according to all information, the project is moving ahead at a fast pace.

The proposed development on property east of I-95 was also discussed during the monthly meeting. At a recent meeting with the developers, options for sewer service were discussed. The project appears to have changed from mixed use to strictly residential. However, there have been no plans or maps submitted so the final project configuration is still to be determined.

Other potential development projects were discussed, including potential facility needs of the county.

- 2. Residential Development the Keller and Keller multi-faceted project discussed at a large meeting among the developers and town staff and leaders in early December is on hold due to a sewer issue. Various ways to overcome the problem are being explored.
- 3. Internal/External Marketing Brian, Tim and Rocky reviewed the final draft of the promotional booklet. All relevant parties have reviewed the booklet and made comments and suggestions for additions, deletions, and edits. Three minor needed changes were identified that should be completed by the first week in February. After these adjustments have been made, the booklet will be sent to print.
- 4. BRE the COVID 19 Pandemic has presented many different problems to the town's existing businesses and industries. Most companies that are not typically public in nature, i.e., manufacturing, warehouse, etc. are not accepting visitors, operating in a quasi-lockdown mode. Consequently, it has been impossible to make routine BRE visits to those businesses. A schedule is being developed to schedule Zoom (or other platforms) to reach out to existing business and industries to check on their status, identify any problems they may be having for which we may be able to offer assistance, and provide them with information about resources they may tap in order to weather these unprecedented times. The information will include various federal and state sources such as USDA, NC Rural Center, etc. and some locally developed programs through the DSDC.
- 5. Downtown Development Brewery Recruitment. Due to COVID 19 issues the efforts to recruit a brewery to a downtown location ground to a halt. However, as vaccines are now being administered, there is hope that we may return to some level of normalcy later this year. Discussions are being held as to how to restart the recruitment efforts. The goal is

to begin reaching out to potential brewer masters/restaurateurs to make them aware of the possibilities and potential the town offers and position Smithfield to be ready to move forward with the recruitment efforts as soon as feasible.

6. Residential Development – Tim and Rocky had a conference call with Jennings Gray of ElectriCities to discuss an issue with a residential development. The discussion centered on infrastructure installation and incentives.



#### FINANCE DEPARTMENTAL REPORT FOR DECEMBER, 2020

#### **SUMMARY OF ACTIVITIES FOR MAJOR FUNDS (10,30,31):**

Daily Collections/Property Taxes/Other	\$ 3,192,222
Franchise Tax	0
Sales & Use Tax	241,988
Powel Bill	153,466
<b>Total Revenue</b>	\$ 3,587,676

Expenditures: General, Water, and Electric \$2,734,199

#### **FINANCE:**

- Compiled and submitted monthly retirement report on 12/30/2020
- Issued 38 purchase orders
- Processed 740 vendor invoices for payment and issued 383 accounts payable checks
- Prepared and processed 2 regular payrolls and remitted federal and state payroll taxes on 12/11 and 12/23/2020
- Issued 0 renewal privilege licenses for beer and wine sales.
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Sent 0 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$8,436
- Processed 8 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$31,243.67 (EMS = \$7,168.69; SRAC = \$5,600.67; Utility= \$18,474.31; and Other = \$0).
- Invoiced 7 grave opening for a total of \$4,900
- Invoiced Johnston Community College for Police Security
- Earned \$1,314.00 in interest from FCB and paid 0 in fees on the central depository account
- Paid \$9,871.15 in credit/debit/Tyler card fees, but earned \$8,210.29 (31-72-3550-3520-0002) in convenience fees (Reporting month charged/earned, not month paid)

#### **FINANCE DIRECTOR**

- Attended Town Council Meeting on December 01, 2020
- Attended Department Head Meetings on December 22, 2020
- Payroll Technician participated in webinar on unclaimed property. The Town is responsible for submitting unclaimed refunds to the State annually.
- Paid Electric Utility Sales Tax to State on December 11, 2020
- Reconciled the November 30,2020 bank statement on December 15, 2020



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

Fax: 919-934-1134

#### Permit Issued for December 2020

			Permit Fee	s Permits Issued
	Zoning	Land Use	\$400.00	5
	Site Plan	Major Site Plan	\$100.00	0 1
	Site Plan	Minor Site Plan	\$975.00	33
	Zoning	Sign	\$200.00	
		Report Period Total:	\$1,775.00	
		Fiscal YTD Total:	\$10,000.00	
Z20-000179	Zoning	Sign	American Pride Carwash	1203 North Brightleaf
Z20-000182	Zoning	Land Use	Beauty In Me Boutique	1547 E Market St
Z20-000183	Zoning	Sign	Beauty In Me beauty supply	1547 E Market St
Z20-000186	Zoning	Sign	Mr. Smoke & Vape	1547 E Market St
SP20-000090	Site Plan	Minor Site Plan	Children's Unlimited Academy	651 N Brightleaf Blvd
SP20-000088	Site Plan	Minor Site Plan	Accessary Structure	1102 S Second St
SP20-000089	Site Plan	Minor Site Plan	Accessory Structure	1550 Cleveland Rd
Z20-000180	Zoning	Land Use	Johnston County Foodbank	1208 Old Goldsboro Rd
Z20-000181	Zoning	Land Use	Home Occupation/ Gunsmith	703 Chestnut Drive
SP20-000091	Site Plan	Minor Site Plan	attached deck addition	405 S Second St
SP20-000092	Site Plan	Minor Site Plan	Single Family Dwelling	440 QUAIL Road
SP20-000093	Site Plan	Minor Site Plan	Single Family Dwelling	460 QUAIL Road
SP20-000094	Site Plan	Minor Site Plan	Single Family Dwelling	480 QUAIL Road
Z20-000184	Zoning	Sign	Deals & Steals	259 Venture Dr Ste F
Z20-000185	Zoning	Land Use	Deals & Steals	259 Venture Dr Ste F
Z20-000187	Zoning	Land Use	Collection Sites, LLC	1025 Outlet Center Dr
SP20-000095	Site Plan	Minor Site Plan	Single Family Dwelling	214 Sunfish Street
SP20-000096	Site Plan	Minor Site Plan	Single Family dweiiling	226 Sunfish Street
SP20-000097	Site Plan	Minor Site Plan	Single Family Dwelling	232 Sunfish Street
SP20-000098	Site Plan	Minor Site Plan	single Family Dwelling	244 Sunfish Street
SP20-000099	Site Plan	Minor Site Plan	Single Family Dwelling	297 Sunfish Street
SP20-000100	Site Plan	Minor Site Plan	Single Family Dwelling	293 Sunfish Street
SP20-000101	Site Plan	Minor Site Plan	Single Family Dwelling	289 Sunfish Street
SP20-000102	Site Plan	Minor Site Plan	Single Family Dwelling	281 Sunfish Street

SP20-000103	Site Plan	Minor Site Plan	Single Family Dwelling	275 Sunfish Street
SP20-000104	Site Plan	Minor Site Plan	Single Family Dwelling	265 Sunfish Street
SP20-000105	Site Plan	Minor Site Plan	Single Family Dwelling	257 Sunfish Street
SP20-000106	Site Plan	Minor Site Plan	Single Family Dwelling	247 Sunfish Street
SP20-000107	Site Plan	Minor Site Plan	Single Family Dwelling	243 Sunfish Street
SP20-000108	Site Plan	Minor Site Plan	Single Family Dwelling	233 Sunfish Street
SP20-000109	Site Plan	Minor Site Plan	Single Family Dwelling	225 Sunfish Street
SP20-000110	Site Plan	Minor Site Plan	Single Family Dwelling	213 Sunfish Street
SP20-000111	Site Plan	Minor Site Plan	Single Family Dwelling	673 Sturgeon Street
SP20-000112	Site Plan	Minor Site Plan	Single Family Dwelling	665 Sturgeon Street
SP20-000113	Site Plan	Minor Site Plan	Single Family Dwelling	657 Sturgeon Street
SP20-000114	Site Plan	Minor Site Plan	Single Family Dwelling	298 Sunfish Street
SP20-000115	Site Plan	Minor Site Plan	Single Family Dwelling	294 Sunfish Street
SP20-000116	Site Plan	Minor Site Plan	Single Family Dwelling	290 Sunfish Street
SP20-000117	Site Plan	Minor Site Plan	Single Family Dwelling	276 Sunfish Street
SP20-000118	Site Plan	Minor Site Plan	Single Family Dwelling	266 Sunfish Street
SP20-000119	Site Plan	Minor Site Plan	Single Family Dwelling	258 Sunfish Street
SP20-000120	Site Plan	Minor Site Plan	Single Family Dwelling	254 Sunfish Street
SP20-000121	Site Plan	Minor Site Plan	Single Family Dwelling	248 Sunfish Street
SP20-000122	Site Plan	Major Site Plan	Smithfield Ind Living	Kellie Drive
SP20-000123	Site Plan	Minor Site Plan	Enclosed Deck	196 Bayhill Dr
SP20-000124	Site Plan	Minor Site Plan	SIngle Family Dwelling Ad	910 S Second Street



# Planning Department Development Report Friday, January 22, 2021

Project Name: St. Ann Catholic Church

Request: Amends Art 6.5 & Art 7 Columbaria Sulplemental Standards

Location

Tax ID#: PIN#:

**Project Status** 

Notes:

Text Amendment 2021-01

Submittal Date: 1/7/2021

Planning Board Review: 2/4/2021

Board of Adjustment Review:

Town Council Hearing Date: 3/2/2021

Approval Date:

Project Name: Samet Corporation

Request: Rezone 258.52 acres for Industrial Park

Location US Hwy 70 Bus

Tax ID#: PIN#:

Project Status Approved

Notes: PB reccomends approval

Map Amendment 2020-09

Submittal Date: 11/6/2020

Planning Board Review: 12/3/2020

Board of Adjustment Review:

Town Council Hearing Date: 1/5/2021

Approval Date: 1/5/2021

Project Name: Town of Smithfield

Request: Amends Articles 2, 8, 9, 10, and Appendix A

Location

Tax ID#: PIN#:

Project Status In First Review

Notes: PB reccomends approval

Text Amendment 2020-03

Submittal Date: 11/5/2020

Planning Board Review: 12/3/2020

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date:

Project Name: JoCo Detension Facility

Request: Variance from sidewalk requirements

Location 1071 Yelverton Grov Road

Tax ID#: 15L11011 PIN#: 260300-67-5886

Project Status In First Review

Notes: Tabled to some unnamed future date.

BOA 2020-07

Submittal Date: 10/1/2020

Planning Board Review:

Board of Adjustment Review: 11/18/2020

Town Council Hearing Date:

Approval Date:

Page 1 of 5

Project Name: Town of Smithfield

Request: Amends Articles 3, 4, 5, 6 and 7

Location

Tax ID#: PIN#:

Project Status In First Review

Notes: UDO updated to reflect changes

Text Amendment 2020-03

Submittal Date: 9/4/2020

Planning Board Review: 10/1/2020

Board of Adjustment Review:

Town Council Hearing Date: 11/10/2020

Approval Date: 11/10/2020

Project Name: Johnston Health Services

Request: 5,370 Sq ft addition to Hospital Complex

Location 512 North Brightleaf Boulevard

Tax ID#: 15010058 PIN#: 169416-82-0969

**Project Status** 

Notes: Construction no yet begun

Site Plan 0202-09

Submittal Date: 8/24/2020

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 9/4/2020

Project Name: Ambit Plumbing

Request: Contractor with outdoor storage

Location 100 Rock Pillar Road

Tax ID#: 5J08017E PIN#: 167500-94-9799

Project Status Approved

Notes: Under Construction

Site Plan 2020-08

Submittal Date: 8/11/2020

Planning Board Review: Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 10/16/2020

Project Name: Daycare Center

Request: Daycare Center @ existing place of worship

Location 720 Second Avenue

Tax ID#: 15066010 PIN#: 169311-57-2189

Project Status First Review Complete

Notes: Construction no yet begun

Special Use 2020-09

Submittal Date: 7/3/2020

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date: 9/1/2020

Approval Date: 9/1/2020

Page 2 of 5

Project Name: Twin Oaks Subdivision

Request: 20 lot subdivision

Location Will Drive

Tax ID#: 15J11008M PIN#: 260300-46-0287

Project Status Approved

Notes: Construction plans not yet approved

Subdivision 2020-02

Submittal Date: 6/5/2020

Planning Board Review: 7/9/2020

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 8/4/2020

Project Name: Smithfield Living Facility

Request: 83 Unit Assisted Living Facility

Location Kellie Drive

Tax ID#: 14075022D PIN#: 260405-09-8645

Project Status In third Review

Notes: Approval Eminent

Site Plan 2020-07

Submittal Date: 6/5/2020

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 9/10/2020

Project Name: JCC Engineering Building

Request: 46,365 square foot educational facility

Location 245 College Road

Tax ID#: 15K10199F PIN#: 159308-87-5887

Project Status Approved

Notes: Construction no yet begun

Site Plan 2020-06

Submittal Date: 5/19/2020

Planning Board Review: Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 8/24/2020

Project Name: Tru Hotel

Request: 4 Story Hotel

Location 167 South Equity Drive

Tax ID#: 15008046c PIN#: 260417-10-4438

Project Status Approved

Notes: Under Construction

Site Plan 2020-04

Submittal Date: 4/29/2020

Planning Board Review: Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 6/1/2020

Page 3 of 5

Project Name: Johnston Regional Airport

Request: Variance to Sign Ordinance

Location 3149 Swift Creek Road

Tax ID#: 15079001 PIN#: 168510-26-7218

Project Status Approved

Notes: Under Construction

Variance 2020-02

Submittal Date: 2/7/2020

Planning Board Review:

Board of Adjustment Review: 2/27/2020

Town Council Hearing Date:

Approval Date: 2/27/2020

Project Name: Johnston County Detention Center

Request: Site Plan Approval

Location 1071 Yelverton Grov Road

Tax ID#: 15L11011 PIN#: 260300-67-6920

Project Status Approved

Notes: Under Construction

Site Plan 2020-02

Submittal Date: 2/7/2020

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 7/14/2020

Project Name: East River Phase II

Request: 32 lot division / Construction Plan Review

Location Buffalo Road

Tax ID#: 14075013 PIN#: 169520-80-3415

Project Status Approved

Notes: All lots permitted for new home construction

Subdivision 2018-01

Submittal Date: 1/29/2020

Planning Board Review: Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 4/20/2020

Project Name: Johnston Animal Hospital

Request: Free Standing Facility

Location 826 North Brightleaf Boulevard

Tax ID#: 15005038 PIN#: 260413-02-5950

Project Status Approved

Notes: Under Construction

Site Plan 2020-01

Submittal Date: 1/7/2020

Planning Board Review: Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 6/24/2020

Page 4 of 5

Project Name: Johnston Regional Airport FBO

Request: FBO Hanger Addition

Location 3149 Swift Creek Road

Tax ID#: 15079017D PIN#: 168500-12-1015

Project Status Approved

Notes: Under Construction

Site Plan 2019-04

Submittal Date: 5/22/2019

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 8/22/2019

Project Name: Kamdon Ranch

Request: 110 Lot Division

Location Swift Creek Road

Tax ID#: 15I08020 PIN#: 167400-55-9495

Project Status Approved

Notes: Gig list being addressed. Permitting of new homes eminent.

Subdivision 2019-02

Submittal Date: 4/5/2019

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 6/27/2019

Project Name: East River Phase 1

Request: 40 lot division

Location 1899 Buffalo Road

Tax ID#: 14075013 PIN#: 169520-80-0490

Project Status Approved

Notes: Built Out

Subdivision 2018-01

Submittal Date: 7/9/2018

Planning Board Review: Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 2/12/2019

Project Name: Tires and Wheels

Request: Auto Repair

Location 2134 South Brightleaf Boulevard

Tax ID#: 15A61047D PIN#: 168320-91-1779

Project Status Approved

Notes: Under Construction

Site Plan 2017-09

Submittal Date: 8/8/2017

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 3/8/2018

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#### TOWN OF SMITHFIELD POLICE DEPARTMENT MONTHLY REPORT MONTH ENDING December 31, 2020

#### I. STATISTICAL SECTION

Month Ending Dec. 31, 2020	Dec 2020	DEC 2019	Total 2020	Total 2019	YTD Difference
Calls For Service	1572	1562	18398	19676	-1278
Incident Reports Completed	122	150	1434	1674	-240
Cases Closed	81	108	1013	1182	-169
Accident Reports	82	94			-177
Arrest Reports	62	80			-194
Burglaries Reported	16	5	74	65	9
Drug Charges	13	15	301	332	-31
DWI Charges	3	5	64	82	-18
Citations Issued	161	142	1618	1779	-161
Speeding	58	19	458	320	138
No Operator License	27	21	308	394	-86
Registration Violations	17	12	168	207	-39

#### II. PERSONNEL UPDATE

The police department currently has 5 vacant positions at this time with two additional positions that have been added for the traffic team. Four backgrounds are underway for new hires.

#### III. MISCELLANEOUS

The police department also partnered with the FOP for shop with a COP at Wal mart and were able assist 60 families for Christmas with the assistance of Wal Mart. These children where selected from the local schools in Smithfield and the county. The community policing events have not picked up due to the COVID 19.

#### REPORTED UCR OFFENSES FOR THE MONTH OF DECEMBER 2020

PART I CRIMES	December 2019	December 2020		Percent Changed		To-Date 2020		Percent Changed
MURDER	 0	0	0	N.C.	 2	0	 -2	-100%
RAPE	2	0	-2	-100%	4	1	-3	-75%
ROBBERY	1	3	2	200%	12	16	4	33%
Commercial	1	0	-1	-100%	6	3	-3	
Individual	0	3	3	N.C.	6	13	7	117%
ASSAULT	6	1	-5	-83%	48	47	-1	-2%
* VIOLENT *	9	4	<b>-</b> 5	-56%	66	64	-2	-3%
BURGLARY	4	16	12	300%	58	72	14	24%
Residential	1	7	6	600%	35	37	2	6%
Non-Resident.	3	9	6	200%	23	35	12	52%
LARCENY	43	29	-14	-33%	381	392	11	3%
AUTO THEFT	3	0	-3	-100%	15	17	2	13%
ARSON	0	0	0	N.C.	0	5	5	N.C.
* PROPERTY *	50	45	<b>~</b> 5	-10%	454	486	32	7%
PART I TOTAL:	59	49	-10	-17%	520	550	30	6%
PART II CRIMES								
Drug	10	15	 5	50%	267	232	-35	-13%
Assault Simple	8	8	0	0%	76	79	3	4%
Forgery/Counterfeit	4	3	-1	-25%	30	31	1	3%
Fraud	5	11	6	120%	80	75	<b>-</b> 5	-6%
Embezzlement	0	0	0	N.C.	1	10	9	900%
Stolen Property	1	0	-1	-100%	12	6	-6	-50%
Vandalism	5	13	8	160%	63	72	9	14%
Weapons	0	1	1	N.C.	4	10	6	150%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	N.C.	1	7	6	600%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld		0	0	N.C.	6	8	2	33%
D. W. I.	4	3	-1	-25%	87	65	-22	-25%
Liquor Law Violation		0	<del>-</del> 5	-100%	12	8	-4	-33%
Disorderly Conduct	2	0	-2	-100%	19	1	-18	<b>~</b> 95%
Obscenity	0	0	0	N.C.	1	0	-1	-100%
Kidnap	1	0	-1	-100%	5	0	<b>~</b> 5	-100%
Human Trafficking All Other Offenses	0 38	0 14	0 -24	N.C. -63%	0 370	0 244	0 -126	N.C. -34%
PART II TOTAL:	83	 68	 -15	 -18%	1034	848	-186	-18%
GRAND TOTAL:	142	117	 -25		 1554	 1398	-156	-10%

N.C. = Not Calculable

(r\_month1) 167 Page: 1



#### I. Statistical Section

	2020	Dec	Dec	2019	2020	2020	2020	2019
Responded to	Dec	IN	OUT	Dec	IN	OUT	YTD	YTD
<b>Total Structure Fires Dispatched</b>	12	3	9	8	41	63	104	115
*Confirmed Structure Fires (Our District)*	3	3	0	1	21	0	21	25
*Confirmed Structure Fires (Other Districts)*	4	0	4	4	0	32	32	42
EMS/Rescue Calls	114	103	11	128	1184	98	1282	1495
Vehicle Fires	3	3	0	5	11	5	16	15
<b>Motor Vehicle Accidents</b>	19	15	4	14	160	31	191	221
Fire Alarms (Actual)	10	10	0	2	65	3	68	101
Fire Alarms (False)	7	7	0	11	148	4	152	159
Misc./Other Calls	16	14	2	28	259	53	312	341
*Mutual Aid (Received)*	3	0	0	2	0	0	43	42
*Mutual Aid (Given)*	9	0	0	6	0	0	112	86
*Overlapping Calls (Calls at the same time)*	26	0	0	37	0	0	372	490
TOTAL EMERGENCY RESPONSES	176	155	21	194	1848	226	2074	2400

\* 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).

	Dec	YTD
Fire Inspections/Compliance Inspections	27	260
Public Fire Education Programs	0	1
Children in Attendance	0	2
Adults in Attendance	0	2
Plans Review Construction/Renovation Projects	5	74
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	1	58
Re-Inspections	7	104

#### II. Major Revenues

	Dec	YTD
Inspections	\$100.00	\$7,625.00
False Alarms	\$0.00	\$1,700.00
Fire Recovery USA	\$792.00	\$2,180.00
EMS Debt Setoff	\$0.00	\$5,833.09

#### **Major Expenses for the Month:**

#### **III.** Personnel Update:

#### IV. Narrative of monthly departmental activities:

- Due to COVID-19 all special events were cancelled.
- We held several Birthday ride-by celebrations for members of the community.
- We participated in the Santa Sleigh riding Santa throughout Town

#### Town of Smithfield Public Works Department Dec. 31, 2020



143	Total Work Orders completed by the Public Works Department
13	Burials, at \$700.00 each = $$9,100$ .
0	Cremation Burial, \$400.00 each = $$0$
\$2,000	Sunset Cemetery Lot Sales
<u>\$1,250</u>	Riverside Extension Cemetery Lot Sales
<u>499.94</u>	tons of household waste collected
<u> 29.850</u>	tons of yard waste collected
3.58	tons of recycling collected
0	gallons of used motor oil were recycled
0	scrap tires were recycled

#### **Appearance Commission December 2020 Monthly Report:**

No Appearance Commission meeting was held in the month of December, 2020.
Next Appearance Commission meeting will be on Jan 19 <sup>th</sup> 2021 at 5:00 pm in Town Hal

## Town of Smithfield Public Works Appearance Division Cemetery, Landscapes, and Grounds Maintenance Buildings, Facilities, and Sign Division Monthly Report Dec. 31, 2020



#### I. Statistical Section

13 Burials

<u>5</u> Works Orders – Buildings & Facilities Division

15 Work Orders – Grounds Division

<u>5</u> Work Orders – Sign Division

#### II. Major Revenues

Sunset Cemetery Lot Sales: \$ 2,000

Riverside Ext Cemetery Lot Sales: \$ 1,250

Grave Opening Fees: \$ 9,100

Total Revenue: \$12,350

#### III. Major Expenses for the Month:

None

#### IV. Personnel Update:

None for the month

#### V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Public Works Department safety meeting was on "Distracted Driver Training".

#### Town of Smithfield Public Works Drainage/Street Division Monthly Report December 31, 2020



#### I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- **b.**  $\underline{34}$  Work Orders  $-\underline{0}$  Tons of Asphalt was placed in  $\underline{0}$  utility cuts,  $\underline{0}$  gator areas and  $\underline{0}$  overlay.
- **c.** <u>0</u> Work Orders <u>- 0</u> Linear Feet of ditches were cleaned
- **d.**  $\underline{22}$  Work Orders  $-\underline{8.5}$  lbs. of Cold Patch were used for  $\underline{22}$  Potholes.

#### II. Major Revenues

None for the month

#### III. Major Expenses for the Month:

Paid \$725.00 Beasley Chemical & Supply for Ice Melt.

Paid \$421,325.00 for 2<sup>nd</sup> draws on Equity Drive Project.

Paid \$1351.38 Southern Vac. for Ravo Suction Tube.

Paid \$3,250.00 Beaver Control for beaver control.

Paid \$1,380.00 Core & Main for Asphalt Repair.

Paid \$4,950.00 David Hinton Construction Co. for sidewalk repair.

#### IV. Personnel Update:

None for the month

#### V. Narrative of monthly departmental activities:

The Public Works Department safety meeting was on "Distracted Driver Training". P.W. Continues to work on Equity Dr. Street improvement project.

#### Town of Smithfield Public Works Department Dec. 2020 Drainage Report

Location: 106 Daughtry St to Wilson Mills Road, North Street 7 & N. 4th St, North Street & Buffalo road, North St. & N. 3rd St, 108 Hancock St., 1216 Holland Dr., W. Wellons St, Wellons & S. 2nd street, 911 Outlet Center Drive, 1109, Outlet Center Dr., 701 East St., Second

Ave & Midway St.

Starting Date: 12/1/2020 Completion Date: 12/31/2020 Description 22 Potholes filled

Man-hours: 3.15

Equipment: 402, 905/2020,412

Materials: (2) 80lb bag of concrete, 8.5 bags of Perma Patch Steel rakes, hand tools and tamp

Location: Christmas Lights Banners and Decoration, East Smithfield and Downtown

Starting Date: 12/1/2020 Completion Date: 12/4/2020

Description: Decoration, Christmas Lights and Banners

Man-hours: 79.5

Equipment: 402, 905/2020 Equipment trailer

Materials: Angels Snow Flake

Location: Water and Sewer cuts in various locations

Starting Date: 12/14/2020 Completion Date: 12/29/2020 Description: Utility cuts Man-hours 2.25 Equipment: 412, 411

Materials: no materials needed

Location: 231 Hospital Rd. P.W. yard,

Starting Date: 12/16/2020

Completion Date:

Description: Haul debris off public works building

Man-hours: 29.5 Equipment: 408. 405 Materials: knuckle Boom

Location: 515 E. Lee Street. Starting Date: 12/17/2020 Completion Date: 12/18/2020

Description: Cut Property Nuisance Lot

Man-hours: 2.5

Equipment: 905/2020 Trailer

Materials: 1 Lawn Mower, 4 weed eaters, 1 blower

Location: 512 E. Market St. Starting Date: 12/3/2020 Completion Date: 12/4/2020

Description: Reseated and grate Frame

Man-hours: .5

Equipment: 402, unit # 411 Backhoe

Materials: none

Location: Britt St. & Hwy 70 West and Wilsons Mills Road

Starting Date: 12/4/2020 Completion Date: 12/4/2020

Description: Erect no thru Trucks signs

Man-hours: 1.5 Equipment: 905

Materials: 4 Bolts, washers and nuts. (2) 8 Ft. u- Channel poles

Location: All Town Bldgs. and Facilities

Starting Date: 12/2/2020 Completion Date: 12/2/2020

Description: Lower flags half-staff Governor Cooper.

Man-hours: 2

Equipment: 905/2020 Materials: N/a

Location: Health Ave. & Vermont St.

Starting Date: 12/4/2020 Completion Date: 12/4/2020

Description: Cut back vegetation off intersection.

Man-hours: 6

Equipment: Tractor w/side winder Materials: I blower, 1 pole saw

Location: SRAC 600 E. Booker Dairy Rd.

Starting Date: 12/4/2020 Completion Date: 12/7/2020

Description: Deliver 30 traffic cones

Man-hours: 1 Equipment: 905

Materials: 30 traffic cones

Location: Intersection of Durwood Stephens Hwy and N. Brightleaf Blvd.

Starting Date: 12/9/2020 Completion Date: 12/9/2020

Description: landscape welcome sign on Bright leaf Blvd.

Man-hours: 7

Equipment: Unit #441 Backhoe. 316, 312, 905 2020

Materials: 3 Fan rakes, 1 steel rake, 1 blower, 1 shovel, 1 bucket of top soil.

Location: 101 Kellie Dr. / Durwood Stephenson Dr.

Starting Date: 12/9/2020 Completion Date: 12/9/2020

Description: Cut and weed eat

Man-hours: 14

Equipment: 411 Backhoe, 905/2020, 312,316

Materials 2 mowers, 1 blower, 1 gas edges, 4, weed eaters

Location: 1208 Old Goldsboro Rd. – progressive Men's Club

Starting Date: 12/10/2020 Completion Date: 12/10/2020 Description: Food Bank

Man-hours: .67 Equipment: 905

Materials 12 traffic Cones

Location: 7 Alpine Court.
Starting Date: 12/14/2020
Completion Date: 12/14/2020
Description: Clean out drain

Man-hours: .25 Equipment: 412 Materials n/a

Location: 515 E. Lee St.
Starting Date: 12/17/2020
Completion Date: 12/18/2020
Description Cut Nuisance Lot

Man-hours: 2.5

Equipment: 905/2020 & trailer, 412 Materials: 4 weed eaters, 1blower

Location: 2<sup>nd</sup> St. & Wellons St.

Starting Date: 12/18/2020 Completion Date: 12/22/2020

Description repair and replace Stop sign

Man-hours: .67 Equipment: 412

Materials: 8, U -Channel pole 2 30in. x30in., 2 of each bolts, nuts and washers

Location: N. Equity Dr. & S. Equity Dr.

Starting Date: 12/18/2020 Completion Date: 12/18/2020

Description 2 Parking signs approved by the council

Man-hours: 1 Equipment: 412

Materials: 2) 8 U- Pole Channels 4 bolts & washers

Location: 7 Edgecombe Ct. Starting Date: 12/23/2020 Completion Date: 12/30/2020

Description Replace busted concrete lid.

Man-hours: 2.25 Equipment: 412

Materials: 2) 50 lb. bags of concrete

# SIDEWALK REPAIRS - DEC. 2020

CONTRACTOR	David Hinton Construction		
DATE	12/11/2020		
SIZE	5`x10`		
DESCRIPTION	(2) Broken sidewalk panels		
LOCATION	200 Block of Rose St.		
Page # 1	#22417 (11/18/20)		

#### Water/Sewer Street Cut List

Date:	Address:	Size:	Emailed to PW on:	Patched by Pool	
11/09/20	507 N. 7th St.	3x10	12/09/20	12/23/20	
11/24/20	21 White Oak Dr.	6x15	12/09/20	12/23/20	
12/01/20	402 E. Lee St.	7x8	12/09/20	12/23/20	
12/01/20	606 S. 6th St.	7x7	12/09/20	12/23/20	
12/04/20	715 S. 3rd St.	15x8	12/09/20	12/23/20	
12/05/20	205 E. Davis St.	13x7	12/09/20	12/23/20	

Cuts Received on 12/9/2020

Submitted to Poole Paving on 12/9/2020

Cuts repaired 12/23/2020

#### Town of Smithfield Public Works Fleet Maintenance Division Monthly Report Dec. 31, 2020



#### I. Statistical Section

- \_1\_ Preventive Maintenances
- 9 North Carolina Vehicle Inspections
- 7 North Carolina Trailer Inspections
- 39 Work Orders

#### II. Major Revenues

None for the month

#### III. Major Expenses for the Month:

None for the month

#### IV. Personnel Update:

Dillon Blanton resigned from his position as Shop Mechanic. Applications are being accepted for Shop Mechanic position.

#### V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. The Public Works Department safety meeting was on "Distracted Driver Training".

Town of Smithfield Public Works Sanitation Division Monthly Report Dec. 31, 2020



#### I. Statistical Section

The Division collected from approximately homes, 4,200 times during the month

- **a.** Sanitation forces completed <u>44</u> work orders
- **b.** Sanitation forces collected tons 499.94 of household waste
- Sanitation forces disposed of <u>67</u> loads of yard waste and debris at Spain Farms Nursery
- d. Recycled .71 tons of clean wood waste (pallets) at Convenient Site Center
- **e.** Town's forces collected  $\underline{0}$  tons of construction debris (C&D)
- **f.** Town disposed of  $\underline{0}$  scrap tires that was collected at Convenient Site Center
- **g.** Recycling forces collected 3.58 tons of recyclable plastic
- **h.** Recycled <u>4,420</u> lbs. of cardboard material from the Convenient Site Center
- i. A total of <u>0</u> gals of cooking oil was collected at the Convenient Site Center
- **j.** Recycled <u>2,480</u> lbs. of plastics & glass (co-mingle) from the Convenient Site Center

#### II. Major Revenues

- a. Received \$ 0 from Sonoco Products for cardboard material
- **b.** Sold 340 lbs. of aluminum cans for \$142.80
- c. Sold 4,620 lbs. of shredder steel for \$300.30 to Omni Source

#### **III.** Major Expenses for the Month:

Spain Farms Nursery was paid \$1,089.00 for disposal of yard waste and debris. Paid \$146,546.00 to Amick Equipment for 2021 Knuckle boom Loader. Paid \$2,006.00 for NCDMV. Paid \$9,638.00 Smithfield Diesel repair for Knuckle Boom #304

#### IV. Personnel Update:

No one was hired for the month. Continue to use Mitchells Temporary services

#### V. Narrative of monthly departmental activities:

The department worked closely with Parks & Recreation providing traffic control devices and event containers for one special event held at the SRAC. The Public Works Department safety meeting was on "Distracted Driver Training".



#### **MONTHLY REPORT FOR DECEMBER, 2020**

PROGRAMS SATISTICS	DEC	EMBER, 2020		DE	CEMBER, 2019	
NUMBER OF PROGRAMS		7			7	
TOTAL ATHLETICS PARTICIPANTS		16			270	
TOTAL NON/ATHLETIC PARTICIPANTS		388			1970	
SARAH YARD COMMUNITY CENTER		130			281	
NUMBER OF GAMES PLAYED		4			0	
TOTAL NUMBER OF PLAYERS (GAMES)		16			0	
NUMBER OF PRACTICES		0			180	
TOTAL NUMBER OF PLAYER(S) PRACTICES		0			1800	
	DEC	EMBER, 2020	20/21 FY YTD	DE	CEMBER, 2019	19/20 FY YTD
PARKS RENTALS		13	127		14	159
USERS (PARKS RENTALS)		285	2448		247	7898
TOTAL UNIQUE CONTACTS		819			4,298	
FINANCIAL STATISCTICS	DEC	EMBER, 2020	20/21 FY YTD	DE	CEMBER, 2019	19/20 FY YTD
PARKS AND RECREATION REVENUES	\$	1,040.00	\$ 6,728.00	\$	2,704.00	\$ 40,685.00
PARKS AND RECREATON EXPENDITURES (OPERATIONS)	\$	44,983.31	\$ 314,928.76	\$	51,670.00	\$ 355,124.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$	-	\$ -	\$	5,000.00	\$ 113,953.00
SARAH YARD COM CTR EXPENDITURES	\$	2,614.24	\$ 9,117.77	\$	2,462.00	\$ 14,208.00

NOTES: HOSTED VIRTUAL CHRISTMAS TREE LIGHTING (WITH DSDC)

**VIRTUAL CHRISTMAS PROGRAMS** 

LIGHT UP THE TOWN CHRISTMAS LIGHTS CONTEST

SANTA SLEIGH (SANTA ON FIRETRUCKS)

**GRINCH TOY DROP** 



#### **MONTHLY REPORT FOR DECEMBER, 2020**

#### **PROGRAMS SATISTICS**

NUMBER OF PROGRAMS 8 21

TOTAL CONTACT WITH PROGRAM 2690 3413
PARTICIPANTS

PARTICIPANTS						
	DECE	MBER, 2020	20/21 FY YTD	DECE	EMBER, 2019	19/20 FY YTD
SRAC MEMBER VISITS		1837	8098		2810	21162
DAY PASSES		0	0		437	0
RENTALS (SRAC)		1	8		41	0
USERS (SRAC RENTALS)		1201	1421		6722	0
TOTAL UNIQUE CONTACTS		5,728			13,382	
FINANCIAL STATISCTICS	DECE	MBER, 2020	20/21 FY YTD	DECE	EMBER, 2019	19/20 FY YTD
SRAC REVENUES	\$	20,532.23	\$ 63,698.58	\$	36,564.00	\$ 313,210.00
SRAC EXPENDITURES	\$	61,807.77	\$ 329,535.83	\$	84,835.00	\$ 505,062.00
SRAC MEMBERSHIPS		1837			2155	

**NOTES:** Hoset 4 High School Swim Meets (Greater Neuse Conference)

Aligator Steps Swim Lessons (285 Students)



#### Statistical Section

- o Electric CP Demand 22,244 Kw relative to November's demand of 19,611 Kw.
- o Electric System Reliability for was 99.999%, with zero (0) recorded outages; relative to November's 99.941%.
- o Raw water treated on a daily average was 3.578 MG relative to 3.363 MG for November; with maximum demand of 4.813 MG relative to November's 4.011 MG.
- Total finished water to the system was 102.901 MG relative to November's 92.946 MG. Average daily for the month was 3.319 MG relative to November's 2.998 MG. Daily maximum was 4.106 MG (December 9<sup>th</sup>) relative to November's 3.629 MG. Daily minimum was 2.816 MG (December 6<sup>th</sup>), relative to November's 2.667 MG.

#### • Miscellaneous Revenues

- o Water sales were \$219,266 relative to November's \$404,732
- o Sewer sales were \$376,123 relative to November's \$671,342
- o Electrical sales were \$1,3482,699 relative to November's sales of \$1,672,035
- Johnston County Water purchases were \$170,824 for 72.691 MG relative to November's \$118,090 for 50.251 MG.

#### • Major Expenses for the Month

- o Electricity purchases were \$975,465 relative to November's \$845,042.
- o Johnston County sewer charge was \$315,432 for 95.752 MG relative to November's \$318,751 for 96.617 MG.

#### • Personnel Changes –

There were no personnel changes in the month of December



Town of Smithfield Electric Department Monthly Report December, 2020

#### I. Statistical Section

- Street Lights repaired –13
- Area Lights repaired -10
- Service calls 25
- Underground Electric Locates –120
- Poles changed out/removed or installed -13
- Underground Services Installed -3

#### II. Major Revenues

N/A

#### III. Major Expenses for the Month:

N/A

#### IV. Personnel Update:

• The Utility Dept. had a Safety meeting on Chemical Safety.

#### V. Miscellaneous Activities:

- Overhead Contractors have finished work on the New North Circuit.
- The Electrical Dept. is working on conversion/upgrade to the electrical system in the area of Baker St. & River Birch.
- The Electrical Dept. has removed all old poles along Buffalo Rd. at East River Subdivision.
- The Electrical Dept. has installed all Christmas Decorations.
- The Electrical dept. is continuing to install the street lights along Kellie Dr.



#### WATER & SEWER

#### DECEMBER 2020 MONTHLY REPORT

•	DISCONNECT WATER	2
•	RECONNECT WATER	2
•	TEST METER	3
•	TEMPORARY METER SET	0
•	DISCOLORED WATER CALLS	5
•	LOW PRESSURE CALLS	2
•	NEW/RENEW SERVICE INSTALLS	1
•	LEAK DETECTION	16
•	METER CHECKS	10
•	METER REPAIRS	7
•	WATER MAIN/SERVICE REPAIRS	9
•	STREET CUTS	9
•	REPLACE EXISTING METERS	3
•	INSTALL NEW METERS	9
•	FIRE HYDRANTS REPAIRED	0
•	FIRE HYDRANTS REPLACED	0
•	SEWER REPAIRS	7
•	CLEANOUTS INSTALLED	1
•	INSPECTIONS	4
•	CAMERA SEWER	3
•	SEWER MAIN CLEANED	10492L

•	SERVICE LATERALS CLEANED	1900LF
•	SERVICE CALLS	99
•	LOCATES	162

- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY
- HELPING PUBLIC WORKS CLEANING STORM DRAIN ISSUES DURING EVERY RAIN FALL EVENT.

#### MAJOR EXPENSES FOR THE MONTH OF DECEMBER

- HAD TO CALL STUCKEY TO DO 3 WATER REPAIRS.
- STUCKEY INSTALLED BY-PASS AT SLS#15

#### PERSONNEL UPDATES

#### UPCOMING PROJECTS FOR THE MONTH OF JANUARY

- PUMP STATION 18 NEW GENERATOR INSTALLATION
- WATER LINE REPLACEMENT SOUTH SMITHFIELD
- RAISE MANHOLES ON OUTFALL



### MONTHLY WATER LOSS REPORT DECEMBER 2020

- (6) Meters with slow washer leaks
  - (3) 3/4" Line, 1/8" hole 2 Day
  - 3/4" Line, 1/8" hole 1 Day
  - (2) 1" Line, 1/8" hole 2 Days

6" Line, 2'Split - 6Hrs

8" Line, Full shear - 4hrs

10" Line, Full shear - 6hrs

DECEMBER Smithfield Water Plant
Distribution Sampling Site Plan

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	12/29/20	3	15	7965	10	North Street	12/16/20	2	1.5	17820	40
Computer Drive	12/29/20	3	15	31860	10	West Street	12/16/20	2	15	78030	50
Castle Drive	12/29/20	3.2	15	7965	10	Regency Drive	12/16/20	2	15	63720	60
Parkway Drive	12/29/20	က	15	63720	40	Randers Court	12/16/20	3.4	15	15930	40
Garner Drive	12/29/20	3.2	15	63723	40	Noble Street	12/16/20	3.5	15	15930	40
Hwy 210 LIFT ST.	12/29/20	8	15	15930	40	Fieldale Dr#1(L)	12/16/20	2.5	15	63720	40
Skyland Drive	12/29/20	3.2	15	7965	10	Fieldale Dr#2(R)	12/16/20	2.5	15	63720	40
Bradford Street	12/29/20	3	15	15930	10	Heather Court	12/16/20	2	15	15930	40
Kellie Drive	12/29/20	3.2	15	7965	10	Reeding Place	12/16/20	3.4	15	15930	40
Edgewater	12/29/20	2.6	15	7965	101	East Street	12/16/20	3.4	15	63720	40
Edgecombe	12/29/20	2.6	15	15930	40	Smith Street	12/16/20	3.4	15	63720	40
Valley Wood	12/29/20	က	15	63720	40	Wellons Street	12/16/20	2	15	63720	40
Creek Wood	12/30/20	3	15	63720	40	Kay Drive	12/16/20	က	15	38685	15
White Oak Drive	12/30/20	3	15	7965	101	Huntington Place	12/16/20	2	15	38985	15
Brookwood Drive	12/30/20	3.2	15	22515	5	N. Lakeside Drive	12/16/20	2	15	05/6	15
Runneymede Place	12/30/20	2.5	15	31860	10	Cypress Point	12/16/20	2	15	34890	12
Nottingham Place	12/30/20	m	15	38985	10	Quail Run	12/16/20	2	15	8715	12
Heritage Drive	12/30/20		15	38985	10	British Court	12/16/20	2	15	8715	12
Noble Plaza #1	12/30/20	5.6	15	9750	27	Tyler Street	12/16/20	2	15	08087	90
Noble Plaza #2	12/30/20	2.8	15	9750	10	Yelverton Road	12/16/20	1.5	15	63720	40
Pinecrest Street	12/30/20	3.2	15	19500	10	Ava Gardner	12/16/20	2	15	63720	40
S. Sussex Drive	12/30/20	3.2	15	31860	10	Waddell Drive	12/16/20	2	15	5962	10
Elm Drive	12/30/20	3	15	9750	10	Henly Place	12/16/20	2	15	8715	12
						Birch Street	12/16/20	2	15	34890	12
Coor Farm Supply	12/23/20	2.4	15	7965	10	Pine Street	12/16/20	2	15	38985	15
Old Goldsboro Rd,	12/23/20	3	15	7965	10	Oak Drive	12/16/20	2	15	37695	14
Hillcrest Drive	12/23/20	2.5	1.5	31860	10	Cedar Drive	12/16/20	2	15	31860	10
Eason Street	12/16/20		15	38985	40	Aspen Drive	12/16/20	2	15	34890	12
Magnolia circle	12/16/20		15	78030	40	Furlonge Street	12/16/20	2	15	34890	12
Rainbow Drive	12/16/20	2.5	15	19500	9	Golden Corral	12/16/20	3	15	40290	16
Rainbow Circle	12/16/20	2.5	15	19500	9	Holland Drive	12/16/20	1.5	15	9750	15
Moonbeam Circle	12/16/20	2.5	15	19500	9	Davis Street	12/16/20	.E	15	34890	12
Ray Dríve	12/16/20		15	15930	9	Caroline Ave.	12/16/20	2	15	31860	10
Will Drive	12/16/20		15	63720	40	Johnston Street	12/16/20	e	15	38985	15
Michael Lane	12/16/20	1.5	15	63720	40	Ryans	12/16/20	3	90	9750	15
Ward Street	12/16/20	2	15	15930	40						
				977883						1282815	2260698