



**TOWN OF SMITHFIELD  
TOWN COUNCIL AGENDA  
REGULAR MEETING MAY 5, 2015  
7:00 PM**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Approval of Agenda**

**Page**

**Presentations:**

- 1. Proclamation – In Memory of Norwood Worley**  
(Mayor – John H. Lampe II) See attached information.....1
  
- 2. Recognition and Presentation to the Smithfield Police Department for receiving Advanced National Accreditation through CALEA.**  
(Mayor – John H. Lampe II & Town Manager – Paul Sabiston)  
See attached information.....3
  
- 3. Promotion of Patrol Commander Keith Powell to Support Services Captain and Promotion of Lt. Tommy Choe to Patrol Captain.**  
(Mayor – John H. Lampe II and Chief of Police – Michael L. Scott)  
See attached information.....5
  
- 4. Administering Oath of Office to new Police Officer Gabriel Galindo**  
(Chief of Police – Michael L. Scott) See attached information.....7

**Public Hearings:**

- 1. CBGD Talent Enhancement Grant (12-C-2463) – Final Report and Close Out**  
(Raleigh Area Development Authority Project Manager – Stanley King)  
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**Citizens Comments: Please limit all comments to 3 minutes each.**

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4. **Consideration and Approval of an Engineering Tank Care Proposal from Southern Corrosion, Inc.**  
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**Councilmember’s Comments**

**Town Manager’s Report**

- Financial Report (See attached information).....97
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- Manager’s Report (Will be provided at the meeting)

**Adjourn**



# Presentations

PROCESSED

# PROCLAMATION

## In Memory of Norwood Earl Worley

*WHEREAS, the Town of Smithfield wishes to extend our sincere condolences over the passing of Norwood Earl Worley; and*

*WHEREAS, Mr. Worley faithfully served the citizens of Smithfield from 1970-1995; and*

*WHEREAS, during his tenure, Mr. Worley served as Councilman from 1970-1983, Mayor Pro-Tem from 1983-1987, Mayor from 1989-1995; and*

*WHEREAS, Mr. Worley demonstrated his concern for the welfare and well-being of his fellow citizens by his participation in numerous civic organizations; and*

*WHEREAS, Mr. Worley's participation in civic organizations include: the Treasurer of the Smithfield Jaycees, Director of the Kiwanis Club, Director of the Chamber of Commerce, Past Commander and Vice Commander of the American Legion Pou-Parrish Post, NCLM Board of Directors, Ava Gardner Museum Board of Directors and a member of the NC Progress Board; and*

*WHEREAS, for his service and dedication, Mr. Worley was awarded the Order of the Long Leaf Pine in December 1995; and*

*WHEREAS, Norwood Worley's service was given with such devotion that he earned the respect, admiration and friendship of all the citizens of the Town of Smithfield through his professional leadership and dedication.*

*NOW, THEREFORE, I, John H. Lampe II, Mayor of the Town of Smithfield along with the members of the Town Council, in recognition of Norwood E. Worley's many contributions to the Town of Smithfield and its citizens, we hereby express our deep appreciation for his dedication and extend to his family our sincere sympathy upon his passing.*



  
John H. Lampe II, Mayor

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



**Town of Smithfield  
Town Council  
Action Form**

**Item: Recognition of the Smithfield Police Department for receiving Advance National Accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA)**

**Date of Meeting:** May 5, 2015

**Date Prepared:** April 29, 2015

**Presentation:**

The Smithfield Police Department received Advance National Accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA) on March 21, 2015 in Reno, NV. The Smithfield Police Department was evaluated by CLAEA certified assessors in October 2014. The assessment was the completion of a three year process. During this process, the Department had to create and attain compliance to over 440 standards as recommended by the International Association of Chiefs of Police (IACP), the National Sheriffs Association (NSA), the National Organization of Black Law Enforcement Executives (NOBLE) and the Police Executive Research Forum (PERF). The Smithfield Police Department becomes the 13th agency its size (25 to 74 officers) in North Carolina to become Nationally Accredited by CALEA.

The CALEA Accreditation is an ongoing, three year process, with the Smithfield Police Department seeking its first advanced re-accreditation in the fall of 2017. This Advanced CALEA Accreditation is intended to increase the department's professionalism, transparency, and the public's confidence in its police department. It is an honor to receive such a national award and it is an honor to work for a community that wants nothing less than for its police department to continually reach for a higher level of service and professionalism. This partnership between the Police Department, Town Government Officials, the Public and Neighboring Agencies and Organizations is what made this achievement possible.

**Action Requested:**

Members of the Smithfield Police Department will be presented with the Advance National Accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA) by the Mayor and Town Manager.



Commission on Accreditation for  
Law Enforcement Agencies, Inc.  
13575 Heathcote Boulevard  
Suite 320  
Gainesville, Virginia 20155

Phone: (703) 352-4225  
Fax: (703) 890-3126  
E-mail: [calea@calea.org](mailto:calea@calea.org)  
Website: [www.calea.org](http://www.calea.org)

March 21, 2015

Mr. Michael Scott  
Chief of Police  
Smithfield Police Department  
Post Office Box 761  
Smithfield, NC 27577

Dear Chief Scott:

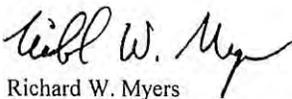
CALEA® Accreditation serves as the *International Gold Standard for Public Safety Agencies* and this correspondence serves to acknowledge the Smithfield Police Department has been awarded CALEA® Law Enforcement Accreditation effective March 21, 2015 for the first time. This award may remain in effect for three years and the agency retains all privileges associated with this status during that period.

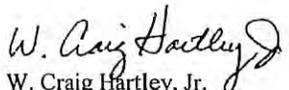
The process of CALEA Accreditation begins with a rigorous self-assessment, requiring a review of policies, practices and processes against internationally accepted public safety standards. This is followed with an assessment by independent assessors with significant public safety experience. Additionally, public feedback is received to promote community trust and engagement, and structured interviews are conducted with select agency personnel and others with knowledge to assess the agency's effectiveness and overall service delivery capacities. The decision to accredit is rendered by a governing body of twenty-one Commissioners following a public hearing and review of all reporting documentation.

Although the award symbolizes a significant professional accomplishment, it is also a demarcation for the agency to remain in compliance with CALEA standards. To this end, the agency must remit annual status reports to document its progression of continuous organizational improvement. The first two reports are to be submitted on the agency's award date of March 21, and the third report should be submitted three months prior to the next assessment period.

CALEA congratulates the Smithfield Police Department for demonstrating a commitment to professional excellence through accreditation. The CALEA Accreditation indices are the *Marks of Professional Excellence* and should be displayed proudly by those that have earned them.

Sincerely,

  
Richard W. Myers  
Chairperson

  
W. Craig Hartley, Jr.  
Executive Director

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

**Item: Captain Promotions**

**Date of Meeting:** May 5, 2015

**Date Prepared:** April 20, 2015

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

**Presentation:** Recognition

**Presentation:**

The police department has recently promoted Keith Powell to the position of Support Services Captain supervising Investigations and Administration and Tommy Choe as Patrol Captain supervising the patrol division. Captain Powell has been a member of the Smithfield Police Department for 21 years, while Captain Choe has been a member of the Smithfield Police Department for 27 years. Captain Powell has served the agency as a lieutenant for over 10 years with the last 4 years as patrol commander. Captain Choe has also been a lieutenant for the department for over 10 years.

**Action Requested:**

It is requested that Captains Powell and Choe be awarded their captains' badges and have their badges pinned on their chests by a significant person in their lives. Following this, the Council will have an opportunity to congratulate Captain Powell and Captain Choe on these promotions.



**Town of Smithfield  
Town Council  
Action Form**

**Item: Police Swear In**

**Date of Meeting:** May 05, 2015

**Date Prepared:** April 20, 2015

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

**Presentation:** Presentation/Reports

**Presentation:**

The police department has hired one new officer to fill an existing vacancy within the police department. Gabriel Galindo was hired to fill this position. Officer Galindo has been assigned to "A" Team Patrol. Officer Galindo previously worked for Fayetteville, PD.

**Action Requested:**

It is requested Officer Galindo be sworn in and welcomed to North Carolina law enforcement and the Smithfield Community.



*OATH OF OFFICE*

*SMITHFIELD POLICE DEPARTMENT*

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

-----  
*Gabriel Galindo*

-----  
*Date*

*Oath administered this the  
5<sup>th</sup> day of May, 2015*

-----  
*John H. Lampe, II., Mayor*



# Public Hearing



**Town of Smithfield  
Town Council  
Action Form**

**Public Hearing: To Receive a Final Report from the Raleigh Area Development Authority (RADA) , to gain Public Input and to Close Out the CDBG Talent Enhancement Grant (12-C-2463)**

**Date of Meeting:** June 4, 2013

**Date Prepared:** May 28, 2013

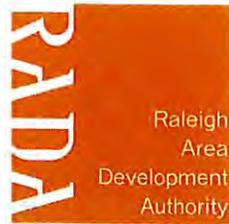
**Staff Work By:** Shannan Williams, Town Clerk

**Presentation:** Public Hearing

**Background:** The Town of Smithfield and RADA, a nonprofit organization, partnered to submit an application to the North Carolina Department of Commerce for a Talent Enhancement Capacity Building Grant (TECBG) in the amount of \$50,000.00. This grant did not require a match from the Town of Smithfield. The grant application required identification of a target area within the Town and the areas selected were Belmont, Sandy Run and Pine Acres. The grant application was submitted by RADA in November 2012 and was awarded to the Town in May 2013.

The purpose of this Public Hearing is to allow the Raleigh Area Development Authority to present a final report to the Town of Smithfield and to also gain any input from the public.





## **Town of Smithfield Talent Enhancement Capacity Building Grant Final Report**

**By RADA**  
May 2015

The Town of Smithfield and RADA, a nonprofit organization, partnered to submit an application to the North Carolina Department of Commerce for a Talent Enhancement Capacity Building Grant (TECBG) in the amount of \$50,000.00. This grant did not require a match from the Town of Smithfield. The grant application required identification of a target area within the Town and the areas selected were Belmont, Sandy Run and Pine Acres.

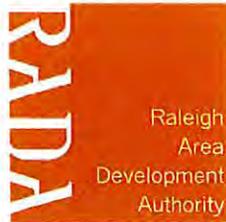
Public meetings were held to receive input from citizens regarding their concerns and issues in their neighborhoods. The grant application was submitted by RADA in November 2012 and was awarded to the Town in May 2013.

The Town prepared several required plans that were submitted to the Department of Commerce. Those plans included:

- Equal Employment and Procurement
- Fair Housing Plan – Adopted Johnston County Plan
- Section 3 Plan – Adopted Johnston County Plan
- Analysis of Impediments to Fair Housing – Adopted Johnston County Plan
- Request for Release of Funds

Also included were the following grant conditions:

- Memorandum of Understanding
- Assurance Condition – Reporting and Compliance



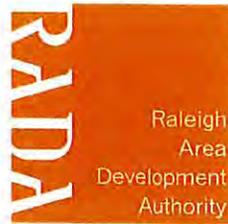
- Citizen Participation – Conducted Meetings & Public Hearings
- Administration Contracts Condition
- Environmental Review Procedures

There were two (2) primary purposes of the grant. The Town must attend a capacity building program at East Carolina University and submit a grant application to the Division of Community Assistance (DCA) before the closeout of the grant. In past years most TEGBG grantee were successful in their grant submission to DCA. However, there were major changes at the State level that directly affected this grant and limited the Town and RADA's ability to apply for grant funding. A result of these changes included all grant categories were moved from DCA and a decision of how awardees could satisfy HUD requirements for this grant could not be immediately made.

It was finally determined that awardees could apply for either an infrastructure grant, an economic development grant or submit a sample grant application. Based on the information that was received from the public neighborhood meetings neither the infrastructure nor economic development categories were identified as concerns and a sample grant was submitted.

During DCA's period of indecision, RADA decided that it would seek grant funding to address the concerns of the neighborhood citizens, which centered primarily on housing, drainage, utility cost and safety items. RADA applied for and received a Wells Fargo "Leading the Way Home" grant for East Smithfield in the amount of \$50,000.00. RADA awarded \$12,500 in grants to 5 local non-profits

- Johnston-Lee-Harnett Community Action
- Serve the Need
- Me Fine Foundation
- Community & Senior Services of Johnston County
- Johnston County Youth Services



RADA has continued working in the East Smithfield community to assist citizens with life and safety needs with the balance of the Wells Fargo funds. Working with Serve The Need to provide need assistance to seniors with home accessibility issues and other areas of concern with the limited funds that remained.

RADA also continued to explore solutions to community concerns regarding the lack of access to natural gas. We arranged and met with Piedmont Natural Gas for over a year to see how we could get natural gas lines installed in the East Smithfield community. There are a number of issues including low homeownership within the community.

One of the major concerns of citizens was housing so RADA met with the local USDA office to see how we could assist in addressing housing rehabilitation issues. Through these discussions RADA became an approved application preparer for USDA grants and loans and have assisted several citizens in application process.

We understand that there are a number of issues that need to be address not only here but in a number of localities across North Carolina. However, RADA is committed to assisting the Town of Smithfield and its citizens in eliminating those issues that adversely affect them.

The Talent Enhancement Capacity Building Grant will close with the public hearing scheduled for May 5, 2015 at Town Hall. We look forward to continuing to work with the Town and it citizens.



## Consent Agenda Items



The Smithfield Town Council met in regular session on Tuesday, April 7, 2015 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall. Mayor John H. Lampe II. presided.

Councilmen Present:

M. Andy Moore, Mayor Pro-Tem  
Marlon Lee, District 1  
Travis Scott, District 3  
Roger A. Wood, District 4  
Emery D. Ashley, At-Large  
Charles A. Williams, At-Large

Councilmen Absent

J. Perry Harris, District 2

Administrative Staff Present

Paul Sabiston, Town Manager  
Lenny Branch, Public Works Director  
Paul Embler, Planning Director  
Pete Connet, Interim Public Utilities Director  
Patrick Harris, Emergency Services  
Gary Johnson, Interim Parks & Rec Director  
Tim Kerigan, Human Resources/PIO  
Mike Scott, Police Chief  
Greg Siler, Finance Director  
Shannan Williams, Town Clerk

Present:

Bob Spence, Town Attorney

Staff Absent:

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

**APPROVAL OF AGENDA:**

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

- Remove – Presentation 1 – Proclamation in Memory of Norman Johnson

Unanimously approved.

**PRESENTATIONS:**

- 1. Recognition of Service by Regina Sanders expressing her appreciation to the Smithfield Fire Department, Four Oaks EMS and Johnston County EMS.**

Regina Sanders and her husband, Daniel Sanders, expressed their appreciation to the members of the Smithfield Fire Department, Four Oaks EMS and Johnston County EMS for their life saving efforts on December 24, 2014. Councilman Scott read the below statement while Mayor Lampe gave the following emergency services responders Town pins:

**Smithfield Fire Department**

Captain Roger Olmstead  
Johnny Parker  
Engineer Bentley Powell  
Thomas Johnson  
Ryan Capps  
Captain Steve Sasser

**Johnston County EMS**

Captain Jody Hudson  
Shayla Youd  
Glenn Neighbors

**Four Oaks EMS**

Leslie Lynch  
Lisa Langston

Tuesday, April 7, 2015

### Thank you to Public Safety

Regina Sanders Citizen of Smithfield

Working on emergency scenes have many high levels of stress factors and generally present hazardous situations where the people involved are running away, but the first responders are the ones doing just the opposite in efforts to help others. Most of the time those in need are often strangers.

Our local public safety servants are always answering the calls to help others and many times the efforts they make go unnoticed. On December 24th 2014, one of our very active citizens Regina and Daniel Sanders were the ones in need. The call came out as cardiac arrest 09echo 1 response which to the responders means someone is not breathing and does not have a pulse. As the crews arrived and began gathering the immediate facts it was confirmed the Ms. Sanders was the victim in cardiac arrest. With the excellent care and professionalism displayed by our public safety personnel, they were able to revive Ms. Sanders. These men and women put in countless hours of training and have team work like no other profession. It is clear they truly make a difference. At this time I would like to introduce Mr. and Mrs. Daniel Sanders and invite them to share a few words.

Thank you

At this time I would like to ask those who are present, who responded to this medical call to please come forward and stand up front to be recognized for your service. Mr. and Mrs. Sanders would like to briefly greet each of you. I would also like to invite Mayor Lampe to present each of you with a City pin to show our appreciation for your service.

One may wonder why so many respond to a medical call, when one's life is on the line we make sure adequate personnel are present to perform all the needed tasks.

This group of personnel represent three different departments made up of hundreds of providers that serve throughout Johnston County. They will also be given a Save pin at their annual banquet in May 2015.

Thank you  
*Travis Scott* 4-7-15  
Travis Scott Smithfield Councilman Dist 3

## 2. Recognition of Police Officer Michael Gray for obtaining the Advanced Law Enforcement Certification from the North Carolina Education and Training Standards Commission.

Police Chief Mike Scott and Mayor Lampe presented Master Police Michael Gray with a framed Advanced Law Enforcement Certificate. Members of Council expressed their appreciation to Officer Gray for his dedication and service to the Town of Smithfield.

## PUBLIC HEARINGS:

Town Clerk Shannan Williams swore in persons wishing to offer testimony at the Public Hearings.

### 1. Conditional Use Permit Request - NC 210 Car Lot (CUP-15-01)

*This was tabled at the March 3, 2015 meeting*

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

Planning Director Paul Embler addressed the Council on a request for a Conditional Use Permit. The applicant is requesting a conditional use permit to construct and operate an automotive sales lot on property located within a B-3 (Business) zoning district. The property considered for approval is located on the west side of the intersection of Swift Creek Road and NC Hwy 210. The property is further identified as Johnston County Tax ID# 15I09015H.

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the March 3, 2015 agenda packet.

The Planning Board at its February 5<sup>th</sup> 2015 meeting unanimously voted to recommend approval of the Conditional Use Permit for an automobile sales lot at the west side of the intersection NC Hwy 210 and Swift Creek Road with the following conditions of approval:

1. An 8 foot white vinyl fence is installed on the west side of a reduced buffer yard.
2. Street trees nearest the intersection are set back an additional 10 feet.
3. Vehicular Surface Area is moved towards the public right-of-way.
4. All VSA's be screened with a continuous row of shrubs planted 5 foot on center.
5. All other minimum requirements of the UDO are met to include paving of all areas to be used for automobiles.

The Planning Department recommends approval of the proposed automobile sales lot providing that all parking spaces are paved and landscaping is installed in accordance with minimum development standards and that vehicular surface screening is installed adjacent to all vehicular surface areas.

Mr. Emblar explained that the applicant has revised the site plan to include a drive way on Swift Creek Road instead of Hwy 210. Mr. Emblar further explained that there are many uses in a B-3 zoning district that would not require a conditional use permit from the Council. Some of those uses include: auto parts stores, convenience store, health clubs, retail businesses, pawn shops, car washes, etc...

Councilman Ashley stated that should a permitted business wish to develop on the property in question then Council would have no say so. He further stated that the Council could place conditions on the proposed business.

Dan Simmons of Triangle Civil Works stated that he was in agreement with the testimony provided by Mr. Emblar. He further stated that the applicants have complied with all the necessary requirements. Mr. Simmons explained that the applicant would like to operate the car lot with the least impact to the neighborhood.

Randy White, an appraiser for the applicant, testified that it was his opinion that the proposed car lot would not affect the values of the adjoining properties. Mr. White further testified that the other approved B-3 uses would have more of an impact on the property values.

Councilman Wood questioned if Mr. White had something to compare this to. Mr. White responded that he'd never seen this exact situation.

Councilman Scott questioned if there would be a driveway entrance on Highway 210. Mr. Simmons responded that a driveway cannot be put on Highway 210 without going back to NCDOT for approval. Mr. Simmons stated that NCDOT has requested that the driveway be placed as far from the intersection as possible.

Town Manager Paul Sabiston reiterated that should the owner decide to put an approved use on the property then the Council would not be able to place conditions on the use. Mr. Sabiston further stated that the Council could impose reasonable conditions on the use causing the least amount of impact to the adjacent property owners.

Councilman Ashley suggested that the hours of operation be limited.

Mayor Lampe asked if there were any questions/from those in the audience that had been duly sworn to testify.

Mike Caporale of 2190 NC Highway 210 testified that the proposed used car lot would devalue his property.

Kathleen Caporale also of 2190 Highway 210 testified that she will have to see a used car lot every time she looks out her kitchen window. She further testified that the car lot would not be appealing in the current location.

Esther Watson of 2267 Highway 210 testified that she and her husband live directly across the street from the proposed site. She further testified that the area is primarily residential and agricultural and Highway 210 is already heavily traveled. Mrs. Watson stated that the used car lot will impact their quality of life.

Franklin Watson also of 2267 Highway 210 testified that he will see this car lot from his front door and there are single family homes surrounding this property. He asked that the Council deny this request.

Mayor Pro-Tem Moore made a motion, seconded by Councilman Williams, to close the Public Hearing. Unanimously approved.

## **The Written Finding of Facts**

The Council of the Town of Smithfield shall decide the matter of this Conditional Use Permit Application by motion and vote on each of the following four findings of fact. Any motion to find against the application must be supported by statement of specific reasons or conclusions reached in support of the motion.

- **Finding One of Four:**

**Approved:**

**Based on the evidence and testimony presented it is the finding of the Town Council that the application will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved or is approved with the following stated conditions.**

The proposed automobile sales lot at this location will not materially endanger the public were shown because the site has adequate parking available and layout of the site facilitates safe movement of automobiles and pedestrian traffic with little additional congestion.

Councilman Ashley made a motion, seconded by Councilman Williams, to approve Finding One. Unanimously approved.

- **Finding Two of Four:**

**Approved:**

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

The proposed automobile sales lot at this location conforms to standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinances providing the applicant submits a detailed site plan for planning staff approval that shows required landscaping, lighting, paved parking and utility connections prior to issuance of site plan approval and issuance of a valid zoning permit for an automobile sales lot.

Mayor Pro-Tem Moore made a motion, seconded by Councilman Williams, to approve Finding Two. Mayor Pro-Tem Moore, Councilman Williams, Councilman Ashley, Councilman Scott and Councilman Wood voted in favor of the motion. Councilman Lee voted against the motion. Motion carried 5-1.

- **Finding Three of Four:**

**Approved:**

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

The proposed automobile sales lot at this location will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses providing required landscape buffers and street yards are installed and maintained in accordance with minimum development standards and that no more than 30 automobile sales for sale are on the lot at any given time. Automobiles for sale shall be no closer than 50 feet from the right-of-way of NC Hwy 210 and Swift Creek Road in accordance with the Town of Smithfield Unified Development Ordinance. All parking areas shall be paved or the applicant shall request a variance by the Town of Smithfield Board of Adjustment.

Mayor Pro-Tem Moore made a motion, seconded by Councilman Ashley, to approve Finding Three with the following conditions:

- Hours of operation limited to 8 am to 8pm Monday through Saturday and Sunday 8-6
- 8 foot vinyl fence on western property line plus landscaping
- No reduction of buffer for fence. Must maintain 40 foot buffer and must maintain transition yard planting fence must be planted on outside to provide additional screening for adjacent residence.
- No drive way access from NC 210....drive way access must be on Swift Creek Road as far as possible from the intersection of Swift Creek and NC 210

Mayor Pro-Tem Moore, Councilman Ashley and Councilman Williams voted in favor of the motion. Councilman Lee, Councilman Scott and Councilman Wood voted against the motion. Mayor Lampe cast the deciding vote in favor of the motion. Motion carried 4-3

- **Finding Four of Four:**

**Approved:**

**Based on the evidence and testimony presented it is the finding of the Town Council that the application would not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development of the adjacent properties or is approved with the following additional stated conditions.**

The proposed automobile sales lot at this location will not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development proving all minimum development standards are met to include landscaping, lighting, paved parking and all other minimum development standards.

Councilman Ashley made a motion, seconded by Mayor Pro-Tem Moore, to approve Finding Four. Mayor Pro-Tem Moore, Councilman Ashley and Councilman Williams voted in favor of the motion. Councilman Lee, Councilman Scott and Councilman Wood voted against the motion. Mayor Lampe cast the deciding vote in favor of the motion. Motion carried 4-3

Mayor Pro Tem Moore made a motion, seconded by Councilman Williams, that based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, moved to recommend approval of Conditional Use Permit Application # CUP-15-01 with the following conditions:

- Hours of operation limited to 8 am to 8pm Monday through Saturday and no Sunday hours of operation.
- 8 foot vinyl fence on western property line plus landscaping
- No reduction of buffer for fence. Must maintain 40 foot buffer and must maintain transition yard planting fence must be planted on outside to provide additional screening for adjacent residence.
- No drive way access from NC 210...drive way access must be on Swift Creek Road as far as possible from the intersection of Swift Creek and NC 210

Mayor Pro-Tem Moore, Councilman Ashley and Councilman Williams voted in favor of the motion. Councilman Lee, Councilman Scott and Councilman Wood voted against the motion. Mayor Lampe cast the deciding vote in favor of the motion. Motion carried 4-3

## **2. Rezoning Request - Larry Denning (RZ-15-02):**

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

Planning Director Paul Embler addressed the Council on a rezoning request by Larry Denning. The applicant is requesting to rezone approximately 9.51 acres of land from the R-20A (Residential-Agricultural) zoning district to the B-3 (Business) zoning district. The property considered for rezoning is located on the south side of NC 210 Highway approximately 1,200 feet west of its intersection with Skyland Drive. The property is further identified as Johnston County Tax ID# 15076012A.

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the April 7, 2015 agenda packet.

The Planning Board, at its March 5, 2015 meeting unanimously voted to recommend approval of the request to rezone approximately 9.51 acres of land located on the south side of NC Highway 210 from the R-20A (Residential-agricultural) zoning district to the B-3 (Business) zoning district.

The Planning Department recommends approval of the request to rezone approximately 9.51 acres of land located on the south side of NC Highway 210 from the R-20A (Residential-agricultural) zoning district to the B-3 (Business) zoning district.

The applicant stated that he was in agreement with the testimony provided by Mr. Embler.

Mayor Lampe asked if there were any questions/from those in the audience that had been duly sworn to testify.

Mayor Lampe asked if there were any questions/comments from the Council. There were none.

Mayor Pro-Tem Moore made a motion, seconded by Councilman Wood, to close the Public Hearing. Unanimously approved.

## **The Written Finding of Facts**

Article 13 Section 13-17 of the Town of Smithfield Unified Development Ordinance requires all applications for a zoning map amendment to address the following eight findings. At its April 7, 2015 regular meeting, the Town Council determined that the zoning map amendment is warranted.

### **Finding One of Eight:**

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

**Agree:** The rezoning request from the Residential-Agricultural to the Business zoning district meets all the Town's plans and policies and will blend in well with the adjacent land

uses. The Comprehensive Land Use Plan directly indicates the subject property is best suited for high density residential and office/institutional land uses.

#### **Finding Two of Eight**

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

**Agree:** The rezoning request is compatible with established neighborhood patterns which includes a commercial zoning district immediately east of and adjacent to the subject property. Existing high density residential and commercial properties and uses are approximately 1,200 feet east of the subject property.

#### **Finding Three of Eight**

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

**Agree:** The rezoning petition is compatible with the changing neighborhood conditions that might warrant a rezoning because the demand for multifamily housing and senior living facilities is creating a need for additional zoning districts that can support such uses.

#### **Finding Four of Eight**

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

**Agree:** The rezoning will allow for additional commercial zoning districts that can support high density residential and associated commercial land uses. The development that will occur from the rezoning will increase the tax base as an additional benefit.

#### **Finding Five of Eight**

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

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

#### **Finding Six of Eight**

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

**Agree:** The property is currently zoned R-20A (Residential-Agricultural). High density residential and commercial uses such as those permitted in the B-3 (Residential-Agricultural) zoning district cannot occur unless the property is rezoned.

#### **Finding Seven of Eight**

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

**Agree:** In addition to public water and sewer being available to the site, the property is served by Duke Power with electricity. CenturyLink and Time Warner also serve the area with phone and cable respectively.

#### **Finding Eight of Eight**

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

**Agree:** Much of the property is not affected by physical restraints such as wetlands, stream buffers, potential flood hazard areas and storm water. There is no limiting geological and hydrological formation that would prohibit development (rock outcrops, lakes, etc.) on the portion closest to NC 210 Highway.

Councilman Ashley made a motion, seconded by Councilman Williams to vote in the affirmative to all of the above Findings. Unanimously approved.

Mayor Pro-Tem Moore made a motion, seconded by Councilman Ashley, to approve the rezoning request. Unanimously approved.

### **Rezoning Permit Approval**

Mayor Pro-Tem Moore made a motion, seconded by Councilman Ashley that based upon satisfactory compliance with the above stated eight findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative, move to approve the Rezoning Petition RZ-15-02. Unanimously approved.

### **CITIZENS COMMENTS:**

- Rodchester Ellis of 615 Barbour Road addressed the Council on the unpaved road in his neighborhood. Mr. Ellis explained that the road has never been paved and it is in horrible condition. He and another resident, Mr. Sanders, asked the Council for assistance. Public Works Director Lenny Branch explained that the street in question is not a Town maintained street. Town Manager Paul Sabiston explained that it was the property owners' responsibility to bring the road up to the Town's standard before the Town could accept the street. Mayor Lampe suggested that Mr. Sabiston and Mr. Branch meet with Mr. Ellis and Mr. Sanders to discuss the condition of the street.

### **CONSENT AGENDA:**

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

1. Approval of Minutes:

February 23, 2015 – Work Session  
March 3, 2015 – Regular Meeting  
March 17, 2015 – Work Session  
March 24, 2015 – Work Session  
March 24, 2015 – Closed Session

2. Special Event – Approval to allow Madison Stewart to host a Do-It-Yourself Fundraiser for the National Multiple Sclerosis Society to be held at the Town Commons Amphitheater on April 18, 2015 starting at 10 am and be completed by 1:00 pm.
3. Approval of Resolution # 556 (05-2015) declaring equipment as surplus personal property and the approval of the electronic auction of surplus personal property.

## **TOWN OF SMITHFIELD RESOLUTION # 556 (05-2015) AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY AT PUBLIC AUCTION**

**WHEREAS**, the Town Council of the Town of Smithfield desires to dispose of certain surplus property of the Town in accordance with NC GS 160A-270; and

**WHEREAS**, the Town Council of the Town of Smithfield desires to utilize the auction services of a public electronic auction service.

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

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

<b>Vin/Ser.#</b>	<b>Description</b>
1GNDT135722295608	2002 Chevy Blazer
CZK05215	Canon Copier Model Number3480i
JVK18149	Finisher for Canon Copier
	1 water bottle attachment – Canon Copier
	2 boxes of staples – Canon Copier
GPR- 23	3) Canon Toners - Black
GPR-23	3) Canon Toners - Magenta
GPR- 23	3) Canon Toners - Yellow
GPR-23	2) Canon Toners - Blue
GPR-16	3) Canon Toners - Black
GPR- 20	1) Canon Toner -Yellow
GPR- 20	3) Canon Toners - Black
GPR – 36	1) Canon Toner - Blue
GPR – 36	1) Canon Toner - Yellow
GPR – 36	1) Canon Toner - Magenta
2500046	Radio - M/A-Com PRS INC Model # D28LPX
22886187	Philips Magnavox TV w/ remote Model #19PR19C125
6A45250724	Panasonic Microwave Model #NN-3935BP
1749647	Dukane Projector Model # 28A663 w/ stand
MV96E02580	Emerson VCR w/ remote –Model #

	EV598
YBE0643124590	Spectroniq DVD w/remote Model #PD1100

- The Town Manager or his designee is authorized to receive, on behalf of the Town Council, bids via public electronic auction for the purchase of the described property.
- The public electronic auction will be held beginning no earlier than April 18, 2015.
- The Town Council further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by GovDeals Inc. The property for sale can be viewed at [www.govdeals.com](http://www.govdeals.com). Citizens wanting to bid on property may do so at [www.govdeals.com](http://www.govdeals.com). The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; All items will be sold for cash or certified check only; Payment must be received for all items sold before they may be removed from the premises; All items sold must be paid for and removed from the site of the sale within 5 business days of the sale, or they will be subject to resale.
- The Town Clerk shall cause a notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), available on the Town of Smithfield website [www.smithfield-nc.com](http://www.smithfield-nc.com)
- The highest bid, if it complies with the terms of the sale, may be accepted by the Finance Director or his designee and the sale consummated.

Adopted this 7<sup>th</sup> day of April 2015.

4. **Consideration and approval of Resolution # 557 (06-2015) Opposing House Bill 51 – Justice for Rural Citizens Act.**

**RESOLUTION #557 (06-2015)  
IN OPPOSITION OF HOUSE BILL 51  
JUSTICE FOR RURAL CITIZENS ACT**

**WHEREAS**, states have recognized municipalities' need to regulate their extraterritorial areas to protect public health and safety since the 1800s and a form of extraterritorial jurisdiction authority has existed in North Carolina since 1949;

**WHEREAS**, the U.S. Supreme Court has upheld the right of municipalities to exercise extraterritorial jurisdiction authority;

**WHEREAS**, extraterritorial jurisdiction rights are necessary to ensure that development at the edge of cities is compatible with development within cities is orderly, and promotes health and safety;

**WHEREAS**; extraterritorial jurisdiction eases the way for development on property that crosses municipal borders;

**WHEREAS**, extraterritorial jurisdiction helps us as local elected officials to make sure our residents' property values and enjoyment of their property is maintained. Even though we're small, it is our responsibility as local elected officials to keep the peace when people live close together;

**WHEREAS**, extraterritorial jurisdiction protects the quality of life for the municipality;

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Smithfield adopts this resolution in opposition of House Bill 51, Justice for Rural Citizens Act;

**FURTHER BE IT RESOLVED** that copies of this resolution is transmitted to the members of the General Assembly representing the Town of Smithfield to let them know of our opposition to this issue.

Adopted this the 7<sup>th</sup> day of April, 2015.

5. **Approval to amend the Municipal Records Retention Schedule as recommended by the NC Department of Cultural Resources and approval of Resolution # 558 (07-2015).**

**TOWN OF SMITHFIELD  
RESOLUTION #558 (07-2015)  
ACCEPTING THE AMENDMENTS TO THE MUNICIPAL  
RECORDS RETENTION AND DISPOSITION SCHEDULE  
AMENDED JANUARY 5, 2015**

**WHEREAS**, The Municipal Records Retention and Disposition Schedule is endorsed by the Division of Archives and History and the Department of Cultural Resources; and

**WHEREAS**, The Town of Smithfield currently uses this system for record retention and disposal; and

**WHEREAS**, The Municipal Records Retention and Disposition Schedule was published on September 10, 2012; and

**WHEREAS**, the Town of Smithfield adopted the Municipal Records Retention and Disposition Schedule on January 3, 2013; and

**WHEREAS**, The Town of Smithfield recognizes the amendments to the Municipal Records Retention and Disposition Schedule dated January 5, 2015

**NOW, THEREFORE, BE IT RESOLVED THAT THE SMITHFIELD TOWN COUNCIL** accepts the Municipal Records Retention and Disposition Schedule Amendment issued by the North Carolina Department of Cultural Resources, Division of Archives and History, Archives and Records Section, Records Services Branch, dated January 5, 2015. Attached hereto are the amendments and they are as follows:

**STANDARD 9. LAW ENFORCEMENT RECORDS**

Amending item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.

**STANDARD 12. PERSONNEL RECORDS**

Amending item 19 Employee Eligibility Records as shown on substitute page 105.

Adopted this the 7<sup>th</sup> day of April 2015.

6. Budget Advisement for reallocation of budgeted capital items for three items for the Water Plant Department using savings realized. *No additional dollars are requested.* The three items are as follows: 1) to expend \$49,965 with the Perkinson Company for design, purchase and installation of Loss of Head (LOH) and Rate of Flow(ROF) Water Filter controllers as recommended by the NC DENR; 2) to expend \$17,280 with R.D. Braswell of Smithfield, NC for the erection of the new

bulk storage tank that can be used to store either Alum or Ferric sulfate; and 3) To expend \$4,001 with Southern Corrosion for inspection and cleaning of the Town's 1 MG Clearwell.

7. Budget Advisement for reallocation of a portion of the FY 14-15 AMI/Smart Grid budgeted capital item from the Water & Sewer Fund for removal of sand and sediment and repair of the inflow/outflow piping in the Water Plant Raw Water Intake Pond. The estimated cost to remove sand and sediment and repair the inflow/outflow piping in the Raw Water Intake Pond is \$330,000. The adopted FY 14-15 Budget allocated \$150,000 for this remedial work. A total of \$223,950 remains in the AMI/Smart Grid Project line item. This Budget Advisement seeks to allocate \$180,000 of these dollars to complete remediation of the Raw Water Intake Pond. No additional dollars are requested.

<u>WATER FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
<b>1. Expenditure</b>			
30-7220-7400 Water Distribution/Sewer Collection - Capital Outlay	\$ 916,739	\$ (180,000)	\$ 736,739
30-7200-7400 Water Plant - Capital Outlay	<u>\$ 380,000</u>	<u>\$ 180,000</u>	<u>\$ 560,000</u>
	<u>\$ 1,296,739</u>	<u>\$ -</u>	<u>\$ 1,296,739</u>

To fund additional cost of dredging and repairing the inflow/outflow piping in the Water Plant Raw Water Intake 150K in FY15 budget, but cost estimated at 330K.

8. Advisory Board /Committee Appointments:  
     (1st Term) Historic Properties Commission– Sheila Bryant  
     (1st Term) Appearance Commission – Gary Stewart
9. Approval of Contract for Interim Public Utilities Director Pete Connet
10. North Carolina Eastern Municipal Power Agency (NCEMPA) Board of Commissioners appointment – Consideration to appoint Interim Public Utilities Director, Pete Connet, to serve as the First Alternate Commissioner representing the Town of Smithfield.
11. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
PT Pool Staff	P&R – Aquatics	10-6220-0220	\$8.00/hr
PT Pool Staff	P&R – Aquatics	10-6220-0220	\$7.50/hr.
PT Instructor	P&R – Aquatics	10-6220-0230	\$14.00/hr
Water Plant Trainee	PU – Water Plant	30-7200-0200	\$12.84/hr (\$26707.20/yr)
WP Superintendent	PU – Water Plant	30-7200-0200	\$24.039/hr (\$50,001.12/yr)
Streets Maint. Worker	PW – Streets	10-5600-0200	\$11.07/hr (\$23,025.60/yr)

Unanimously approved.

**BUSINESS ITEMS:**

**1. Consideration of a Second Endowment from James P. George and approval of Resolution # 559 (09-2015)**

Town Manager Paul Sabiston addressed the Council that a second endowment offered to the Town by Mr. James P. George. He explained that Mr. George requests to establish a second endowment of approximately \$25,000 with the Town of Smithfield to support tree projects undertaken by the Town. The donation will be held in perpetuity as a permanent endowment with only the dividends or interest expended for projects. Finance Director Greg Siler explained that if the endowment is accepted, the monies will come to the Town in the form of preferred stocks and/or bonds held by an investment broker of Mr. George's choice and will be maintained as such. Mr. George has stated that the dividend from the investment is approximately \$1,500 per year as presently invested. The intent of Mr. George and staff is to allow these funds to remain in an interest bearing investment account for as long as possible as opposed to reinvesting in an account that returns a low interest rate. North Carolina restricts how towns may invest their cash funds to avoid risk. The result is typically a low return of

interest. The LGC has indicated its approval of the Town investing these funds in their present account if this is the desire of Mr. George. However, if such account is converted to cash then the standard rule for investments will apply. Staff is getting approval to add language to the agreement indicating that the \$25,000 donation will remain in the present fund and give the Town flexibility to handle and invest funds in the future in similar investment vehicles. Mr. Sabiston further explained that there are a few items in the agreement that would need to be reviewed by Town Attorney Bob Spence and that language would need to be included based on the LGC requirements.

Councilman Ashley made a motion, seconded by Councilman Williams, to approve the agreement with the additional language and review by the Town Attorney and to approve Resolution # 559 (09-2015). Unanimously approved.

**Town of Smithfield, North Carolina  
Resolution # 559 (09-2015)  
Approving an Endowment Agreement – J.P. George Tree Lined Street Fund**

WHEREAS, James P. George desires to establish a second endowment of approximately \$25,000 entitled the J.P. George Tree Lined Street Fund; and

WHEREAS, the donation will be held in perpetuity as a permanent endowment with only the dividends or interest expended for project; and

WHEREAS, attached hereto is the agreement outlining the terms of the endowment.

NOW, THEREFORE BE IT RESOLVED, by the Town of Smithfield's Town Council approves the endowment agreement with James P. George and accepts the donation subject to the terms of the Agreement.

**2. Approval of Resolution #560 (10-2015) to Modify the Electric Fund Revenue Bond Rate and Payment with Southern Bank.**

Finance Director Greg Siler addressed the Council on a request to modify the electric fund revenue bond. Mr. Siler explained for a second time, Southern Bank has agreed to reduce the Town's rate of interest on the Electric Revenue Bond loan (from 3.25% to 2.89%). The original 20 year loan of \$5M was taken out in August, 2007, at 4.03%, but was negotiated down to 3.25% in May, 2014. The negotiations saved the Town 239K or \$18,395 per year over 13 years. The principal balance outstanding is 3.668M with 13 remaining annual payments. Interest will continue to accrue at the current rate of 3.25% until April 8, 2015. After this date, the interest would accrue at the new rate of 2.89%. This fiscal year's principal and interest payment of \$368,887 has already been paid, so in order to avoid paying additional accrued interest (approximately \$79,485 at closing - which was not budgeted), the next scheduled payment on August 15, 2015, will remain at the current amortized payment of \$350,491. Hence, no additional savings will be realized in FY16, but each year thereafter the reduce payment will be \$343,054. Meaning, after FY16 the saving will be approximately \$7,437 per year or approximately \$89,244 (less closing cost) over the remaining 12 years. This is in addition to the 239k savings realized in the last modification. Below is the loan history in chart form.

Loan Date/Mod. Date	Loan/Prin. Amount	Payment	Interest Rate	New Payment Effective Date
8/15/2007	\$5,000,000	\$368,886.76	4.03	N/A
5/10/2014	3,888,730	350,491.03	3.25	8/15/2015

4/8/2015

3,668,555

343,053.98

2.89

8/15/2016

This rate and payment modification will not amend the provision in the bond agreement to maintain 120% debt service coverage ratio that was noted in the Town's FY13 audit. Mr. Siler also informed the Council that the closing costs will be approximately \$2,000.

Councilman Scott made a motion, seconded by Mayor Pro-Tem Moore, to approve Resolution #560 (10-2015) and to approve the modification agreement with Southern Bank. Unanimously approved.

**Resolution #560 (10-2015)**  
**Approving an Agreement To Further Reduce the Interest Rate**  
**On the Town's Existing Electric System Revenue Bond**

**WHEREAS --**

The Town has previously issued its \$5,000,000 Electric System Revenue Bond, Series 2007 (the "Bond"), to Southern Bank and Trust Company (the "Bank") to provide financing for the construction of an electric substation. In 2014, the Bank agreed to lower the interest rate on the Bond from 4.03% to 3.25%.

At the Town's request, the Bank has agreed to again reduce the annual interest rate on the Bond, this time from 3.25% to 2.89%. The other terms of the Bond will remain unchanged, except that the amount of future annual payments will go down to reflect the lower interest rate.

There has been presented to this Council a draft of a Modification Agreement to be dated as of April 8, 2015, to carry out this rate reduction.

**BE IT THEREFORE RESOLVED by the Town Council of the Town of Smithfield, North Carolina, as follows:**

1. **Approval of Rate Modification** -- The Council approves the interest rate reduction described above.
2. **Approval of Modification Agreement** -- The Mayor or the Town Manager (or either of them) is authorized to execute and deliver the Modification Agreement in its final form. The Modification Agreement in its final form must be in substantially the form submitted to this meeting, which is hereby approved, with such changes as the officer signing the final form agreement may approve.
3. **Ratification of Existing Proceedings** -- Except as described in this resolution and the Modification Agreement, the Town ratifies and confirms the remaining provisions of the Bond and of the Bond Order and the Series Resolution, each adopted by the Council on August 7, 2007, which provided for the issuance of the Bond.
4. **Miscellaneous Provisions** -- All Town officers and employees are authorized to take all further action as they may consider appropriate in furtherance of the purposes of this resolution. All such prior actions of the Town officers and employees are ratified. All other Council proceedings or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

**3. Report on Merchant Account Comparison.**

Mr. Siler explained to the Council that in March 2014, the Town Council approved PNC Bank, the lowest bidder, as its merchant services provider (debit and credit card transactions). At that time, the Town wasn't eligible for First Citizens Bank's reduced charges through their VISA Utility Program until

eligibility requirements could be met. If eligibility could have been achieved, the Town could expect savings of \$21,700 annually. The Town has already achieved that savings threshold after being with PNC for ten (full) months. Savings to date is \$24,874 and is expected to reach \$30,000 by the twelfth month. The Town can expect to annually realize this amount of savings.

Councilman Williams questioned why utility customers were being charged for payments made over the phone or via the website. Mr. Siler explained that those charges were considered convenience fees and could be passed along to the customer.

Councilman Williams further questioned who pays the fees when customers pay in person at the collection windows. Mr. Siler responded that the Town pays those fees for debit/credit card transactions that are made in person.

### **Councilmembers Comments:**

- Councilman Scott congratulated the Smithfield Police Department for becoming a CALEA agency.

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

- **Department Reports**

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

- **Financial Report**

- General Fund revenues for the month ending February 28, 2015 were \$651,521 and YTD revenues were \$9,286,040. The general fund expenditures for the month ending February 28, 2015 were \$705,568 and YTD expenditures were \$7,294,063.

- **Manager's Updates**

Mr. Sabiston gave the Council a brief update on the following issues:

- Cost of Service Study and Rate Analysis – The net cost will be approximately \$20,700 but could increase slightly should the Town decide to request an impact analysis for certain classes of customers.
- Finance Department Renovations – The original estimated cost of the renovations was \$50,113. The Finance Director was able to negotiate that amount to \$42,000.
- Police Department Accreditation – Mr. Sabiston Congratulated the Police Department for the CALEA accreditation.

### **Adjourn**

There being no further business, Councilman Wood made a motion, seconded by Mayor Pro-Tem Moore to adjourn. Unanimously approved.

The meeting adjourned at approximately 8:43 pm.

ATTEST:

\_\_\_\_\_  
John H. Lampe II, Mayor

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

The Smithfield Town Council held a work session on Tuesday, April 21, 2015, at 6:30 pm. in the Council Chambers of the Smithfield Town Hall. Mayor John H. Lampe II presided.

Councilmen Present:

M. Andy Moore, Mayor Pro-Tem  
 Marlon Lee, District 1 (Left at 10:01 pm)  
 J. Perry Harris, District 2  
 Travis Scott, District 3  
 Roger A. Wood, District 4  
 Charles A. Williams, At-Large

Councilmen Absent

Emery D. Ashley, At-Large

Administrative Staff Present

Paul Sabiston, Town Manager  
 Greg Siler, Finance Director  
 Pete Connet, Interim Public Utilities Dir.  
 Shannan Williams, Town Clerk

**Approval of Agenda**

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

**Topics of Discussion:**

**1. Discussion regarding Employee Health Care Renewal Options**

Town Manager Paul Sabiston addressed the Council on renewal options for employee health care. Mr. Sabiston explained that staff met with the insurance broker, Mark III, to discuss renewal options. If the Town chose to stay with the current benefit structure, premiums would increase by 16.44%.

Below is another proposed option that would increase premiums by 9%.

	<u>Current</u>	<u>Proposed</u>
Primary Physician Visit	\$25	\$35
Individual Deductible	\$1,000	\$1,500
Family Deductible	\$3,000	\$4,500
Individual Out of Pocket Maximum	\$3,500	\$7,000
Family Out of Pocket Maximum	\$5,000	\$10,000
Individual Pharmacy Out of Pocket Maximum	\$2,000	\$1,500
Family Pharmacy Out of Pocket Maximum	\$4,000	\$3,000

Mr. Sabiston explained that because the Town currently offers some assistance for dependent health care, Mark III provided two options for the above scenario. The first option would be to pay 100% of employee coverage and share the increase of the dependent coverage. Under the 9% increase, this would net a \$93,710.97 a year increase for the Town. The other option would be to pay 100% of employee coverage, but cap the dollar amount contribution for dependent coverage. Under the 9% increase, this would net a \$52,215.84 increase for the Town. Mr. Sabiston also explained that the Town is exploring a Health Savings Account (HSA) with a wellness program to be implemented next year. \$21,000 will need to be budgeted this year to put that into place next year.

Members of Council expressed their concerns about the increased cost and deductible to the employee.

It was the consensus of the Council to choose the current benefit structure where premiums would increase by 16.44% and to budget funds to implement a Wellness Program next year. The Council also requested that staff review the dental benefits currently offered to employees and consider making that a voluntary benefit if possible.

## **2. General Discussion regarding FY 2015-2016 Budget**

### **a. Public Utilities**

#### **i. Water Plant**

Capital Items discussed for this department included replacing electrical panels as soon as possible and upgrades to the water plant.

#### **ii. Water/Sewer**

Capital items discussed for this department included Infiltration and Inflow (I & I) repairs on sewer lines and sewer upgrades on NC Highway 210

#### **iii. Electric**

Capital items discussed for this department included transformers at the Brogden Road substation.

### **b. General Fund**

#### **i. General Government**

Capital items discussed for this department include I-Pads/Tablets for Council and e-mail upgrades and storage.

#### **ii. Planning**

Capital items discussed for this department included the first phase of the Spring Branch Stormwater Project and the Plotter printer.

#### **iii. Police**

Capital items discussed for this department included 5 vehicles and a substation in district one. It was the consensus of the Council to delay purchases of body cameras at this time.

#### **iv. Fire**

Capital items discussed for this department included a ladder truck and a fire engine. Councilman Williams suggested that the Town "piggyback" with another Town that plans on purchasing fire trucks. It was the recommendation of Councilman Williams that the Town purchase the fire engine before it purchases the ladder truck. Councilman Williams reiterated that both vehicles needed to be purchased.

#### **v. Public Works**

Capital items discussed for this department included the purchase of a knuckle boom truck.

#### **vi. Parks & Recreation / SRAC**

Capital items discussed for this department included \$124,000 for Smith-Collins park improvements and \$287,839 for improvements to the Eva Ennis Municipal Pool. It was the consensus of the Council that the Municipal Pool should not be reopened. It was also discussed that the Town purchase the Family Life Center building from its current owners. The Center is currently experiencing financial difficulties and may have to close operations in the near future. The Town currently owns the land, but not the building.

## **Closed Session**

Councilman Scott made a motion, seconded by Councilman Wood, to enter into Closed Session NCGS 143-318.11 (a) (6) to discuss a personnel matter. Unanimously approved at 10:24 pm.

**Reconvene in Open Session**

Councilman Williams made a motion, seconded by Councilman Harris, to reconvene in open session. Unanimously approved at 10:43 pm.

**Adjourn**

There being no further business, Councilman Williams made a motion, seconded by Mayor Pro-Tem Moore, to adjourn. Unanimously approved.

The meeting adjourned at approximately 10:45 pm.

ATTEST:

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John H. Lampe II, Mayor

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Shannan L. Williams, Town Clerk

**TOWN OF SMITHFIELD  
Town Council  
Action Form**

**Applicant: Millard Stallings on behalf of the Chamber of Commerce** is petitioning the Town for the "Alive after Five" event.

**Date of Meeting:** May 5, 2015

**Date Prepared:** April 28, 2015

**Staff Work By:** Paul Embler

**Presentation By:** Paul Embler

**Presentation Description:**

The petitioner is requesting approval of a special event that includes a band (amplified sound). The event will have more than 100 people in attendance and will be sponsored by Millard Stallings, Billy Wellons and the Chamber of Commerce.

The event will be held on May 7, 2015 from 6 pm to 9:30 pm. The location of the event will be the parking lot of Mutual Builders located at 121 North Fourth Street. The Embers will be playing for the event. Food and drink will be provided at no charge to invitees. Set-up for the event will start at 1:00 pm and clean-up will be completed by midnight. No street closing for the event will be required.

**Action Requested:**

The Town Council is asked to take this request under consideration and take action as to approval or denial of the event.



Town of Smithfield's Planning Department  
 P.O. Box 761 or  
 350 East Market Street  
 Smithfield, NC 27577  
 Effective: January 2008

### Temporary Use Permit Application

Completed applications should be submitted to the Town of Smithfield's Planning Department at least four weeks prior to the event. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

**A site plan/diagram of event property MUST BE ATTACHED (see attachments)**

**TYPE OF EVENT**

- Expansion or replacement of existing facilities
- Sale of agricultural products grown off-site
- Sale of fireworks
- Special event, over 100 people in attendance
- Athletic event on streets, greenways
- Other (please describe) \_\_\_\_\_

- Construction Trailer
- Real estate sales office or model home
- Sale of non-agricultural products, except fireworks
- Not-for-profit event, over 100 people in attendance
- Town recognized event \_\_\_\_\_
- Live Band / Concert \_\_\_\_\_

**PERMIT FEE \$50.**

Alive after 5 with the Chamber 121 N. 4th Street  
 Name of Event Location of Event (exact street address)

Applicant name Millard Stallings E-mail address \_\_\_\_\_  
 Address 121 N. 4th Street, Smithfield Zip 27577

Day phone 919 29-6373 Mobile phone \_\_\_\_\_

Event set-up/start time/date 1pm Event clean-up/end date/time midnight

Sound amplification hours 6pm to 9:30pm Will food or goods be sold? No

Security provided by Smithfield Police or private security (describe duties): No

Private agency name & phone, if applicable: No

Will any Town property be used (i.e., streets, parks, greenways)? No

Do you wish to: Restrict animals at this event? (circle Yes No) Prohibit Fireworks? (circle Yes No)

I hereby certify that the information contained in this application is true to the best of my knowledge and I further certify that this event will be conducted per all applicable local laws. I certify that I have received the attached information concerning the regulations for Temporary Uses. I certify that I have notified all adjoining property owners of the planned temporary use.

Millard Stallings Applicant's name (print) [Signature] Signature 4/22/2015 Date

**PLEASE RETURN THIS PERMIT TO INSPECTIONS AND PERMIT DEPARTMENT WITH \$50.00 FEE.**

Method of payment: Cash \_\_\_\_\_ Check \_\_\_\_\_ Credit card \_\_\_\_\_ Amount \$ \_\_\_\_\_ HTE \_\_\_\_\_

Reviewing Planner: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Note: See attached letter)

**Town of Smithfield  
Town Council  
Action Form**

**Item: Budget Amendment**

**Date of Meeting:** May 05, 2015

**Date Prepared:** April 21, 2015

**Staff Work By:** Chief Michael L. Scott & Finance Director Greg Siler

**Presentation:** Consent Agenda

**Presentation:**

The police department is requesting the allocation of \$5,515.00 of asset forfeiture monies to be used to purchase one (1) squad car video camera. This money will be moved from Asset Forfeiture/State Drug Tax to 10-5100-4000.

**Action Requested:**

It is requested the Town Council approve the requested budget amendment for the police department for FY 2014-2015.

415 Century Parkway  
 Allen, TX 75013  
 (800) 605-6734  
 www.watchguardvideo.com



## 4RE Price Estimate

Provided By: Margo McNeely  
 Contract #: 703-399-6512

**TOTAL PROJECT ESTIMATED AT**  
**\$5,873.48**

Agency Name:	Smithfield Police Dept
Contact Person:	Lt Choe
Address:	
Address:	
Date:	April 21, 2015

### 4RE Base System and Options

		Quantity	MSRP	Direct	Extended
4RE-200-GPS-ZSL	4RE In-Car Camera System. Includes GPS, High definition Zero Sightline (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty. Includes Evidence Library Express software.	1	\$ 5,450.00	\$ 4,795.00	\$ 4,795.00
4RE ELITE	Upgrade to 4RE Elite. Adds support for up to 6 cameras.	0	\$ 300.00	\$ 275.00	\$ -
4RE Audio Expansion	Upgrade to Audio Expansion. Adds support for dual HiFi Mics.	0	\$ 125.00	\$ 100.00	\$ -
MOBILE APP	4RE Mobile App. Laptop interface software.	0	\$ 85.00	\$ 50.00	\$ -

### 4RE Motorcycle System

		Quantity	MSRP	Direct	Extended
4RE-64S-GPS-VTY	4RE Motorcycle Camera System. Includes GPS, Waterproof Display, Waterproof standard definition camera, DVR, integrated 64GB solid state hard drive, 16GB USB removable thumb drive, 900 MHz Hi Fidelity wireless microphone, hardware & cabling and 1 yr. warranty. Includes Evidence Library Express software.	0	\$ 5,830.00	\$ 5,295.00	\$ -
4RE-64S-GPS-HND		0			
4RE-64S-GPS-HAR		0			
4RE-64S-GPS-BMW		0			

### Wireless Video Transfer and Networking Options

		Quantity	MSRP	Direct	Extended
4RE-WRL-KIT-05C	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4GHz is available)	0	\$ 345.00	\$ 200.00	\$ -
HDW-ETH-SWT-001	4RE, Power Over Ethernet / Gigabit 4-port Switch	0	\$ 180.00	\$ 150.00	\$ -

### Camera Configuration Options

		Quantity	MSRP	Direct	Extended
CAM-BST-102-NEW	Infrared Color Cabin Camera, Additional	0	\$ 220.00	\$ 195.00	\$ -
WGA00485	Auxiliary Camera	0	\$ 220.00	\$ 195.00	\$ -

### Microphone Options

		Quantity	MSRP	Direct	Extended
DUAL MIC UPGRADE	Dual Wireless Mics. Includes second wireless microphone kit.	0	\$ 789.00	\$ 699.00	\$ -
DESKTOP CHARGER	Desktop Charging unit for Wireless Transmitter	0	\$ 110.00	\$ 99.00	\$ -
TRANSMITTER	Wireless Transmitter (additional / replacement)	1	\$ 385.00	\$ 345.00	\$ 345.00

### In-Car Hardware Warranties 1st year is included with a new 4RE purchase.

		Quantity	MSRP	Direct	Extended
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	0	\$ 155.00	\$ -	\$ -
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	0	\$ 255.00	\$ -	\$ -
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	0	\$ 380.00	\$ 325.00	\$ -
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	0	\$ 505.00	\$ 450.00	\$ -

### Software Protection Plan Create, amend or extend a Software Protection Plan

		Quantity	MSRP	Direct	Extended
SFW-MNT-ELB-2YR	Software Protection, Evidence Library, 2nd Year (per 4RE)	0	\$ 110.00	\$ -	\$ -
SFW-MNT-ELB-3YR	Software Protection, Evidence Library, 3rd Year (per 4RE)	0	\$ 110.00	\$ -	\$ -
SFW-MNT-ELB-4YR	Software Protection, Evidence Library, 4th Year (per 4RE)	0	\$ 110.00	\$ 95.00	\$ -
SFW-MNT-ELB-5YR	Software Protection, Evidence Library, 5th Year (per 4RE)	0	\$ 110.00	\$ 95.00	\$ -
<b>5 Year HW/SW Warranty Discount</b>	<b>Discount for purchase of 5 year hardware and software warranty at time of 4RE purchase.</b>	0	\$ -	\$ -	\$ -

### Watch Commander Live Video Streaming Application

		Quantity	MSRP	Direct	Extended
SFW-WCM-KIT-100	Watch Commander Live Video Streaming Application	0	\$ 2,900.00	\$ 2,500.00	\$ -
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 1st Year (Months 1-12)	0	\$ 275.00	\$ 250.00	\$ -
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 2nd Year (Months 13-24)	0	\$ 275.00	\$ 250.00	\$ -
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 3rd Year (Months 25-36)	0	\$ 275.00	\$ 250.00	\$ -
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 4th Year (Months 37-48)	0	\$ 275.00	\$ 250.00	\$ -
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 5th Year (Months 49-60)	0	\$ 275.00	\$ 250.00	\$ -

### Miscellaneous Options and Accessories

		Quantity	MSRP	Direct	Extended
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Quote valid for 30 days

415 Century Parkway  
 Allen, TX 75013  
 (800) 605-6734  
 www.watchguardvideo.com



**4RE Price Estimate**

Provided By: Margo McNeely  
 Contract #: 703-399-6512

**TOTAL PROJECT ESTIMATED AT**  
**\$5,873.48**

Agency Name:	Smithfield Police Dept	
Contact Person:	Lt Choe	
Address:		
Address:		
Date:	April 21, 2015	
RADAR CABLE	Radar Interface Cable (Stalker, Decatur Genesis I and II Select, Kustom Eagle or Raptor, MPH Bee 3)	0
Trade-In	Trade-In Credit, if applicable	0
CUSTOM 1	Used for additional items, offers or discounts	0

\$	85.00	\$	75.00	\$	-
\$	-	\$	-	\$	-
\$	-	\$	-	\$	-

**Total In-Car Hardware \$ 5,140.00**

415 Century Parkway  
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## 4RE Price Estimate

Provided By: Margo McNeely  
 Contract #: 703-399-6512

**TOTAL PROJECT ESTIMATED AT**

**\$5,873.48**

Agency Name:	Smithfield Police Dept
Contact Person:	Lt Choe
Address:	
Address:	
Date:	April 21, 2015

Evidence Library Server and Client Software		Quantity
SFW-ELX-KIT-100	Evidence Library Express Standalone Software	1
SFW-ELB-CLI-300	Included Remote Client License Key, Evidence Library 3	0
SFW-ELB-CLI-301	Additional Remote Client License Key, Evidence Library 3	0
SFW-SQL-CAL-R25	Additional Software CALs, SQL Server 2008 R2, 5 CAL Pack	0
SFW-SQL-CAL-R21	Additional Software CAL, SQL Server 2008 R2, 1 CAL Pack	0

MSRP	Direct	Extended
\$ -	\$ -	\$ -
\$ 85.00	\$ -	\$ -
\$ 85.00	\$ 75.00	\$ -
\$ 460.00	\$ 410.00	\$ -
\$ 100.00	\$ 90.00	\$ -

Server Hardware and Software		Quantity
HDW-4RE-SRV-002	Tower Server, Intel i7 3.40 GHz, 8GB RAM, 4x3TB SATA 7,200 RPM drives, 7.8TB usable video storage, Windows 7 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty.  <i>This server includes tower, keyboard, monitor with built in speakers and mouse.</i>	0
Small agency. 1-5 concurrent cars. 7.8TB usable video storage.		

MSRP	Direct	Extended
\$ 4,230.00	\$ 3,840.00	\$ -

Video Storage <small>Drives will be added to server and/or JBOD</small>		Quantity
HDW-4RE-HDD-4TB	4TB Hard Drives, Server Class, 7,200 rpm, 64MB Cache	0
HDW-4RE-JBD-000	Optional JBOD Enclosure	0
HDW-4RE-RBT-000	Optional DVD Robot	0

MSRP	Direct	Extended
\$ 555.00	\$ 490.00	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

Wireless Access Points		Quantity
WAP-BLD-245-001	Wi-Fi Access Point, 802.11n, 2.4/5GHz, Digital Steering	0
WAP-KIT-05G-001	WiFi Access Point Kit, 802.11n, 5GHz, Omni-Directional	0
WAP-BLD-05G-001	Wi-Fi Access Point, 802.11n, 5GHz, Sector Antenna	0

MSRP	Direct	Extended
\$ 3,270.00	\$ 2,955.00	\$ -
\$ 455.00	\$ 405.00	\$ -
\$ 285.00	\$ 250.00	\$ -

**Total IT Hardware and Software**    \$ -

WatchGuard Video Technical Services		Quantity
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	1
SVC-4RE-INS-101	4REm System Installation, Motorcycle (Per Unit Charge)	0
SVC-VID-REM-100	Video System Removal (Per Unit Charge)	0
SVC-4RE-000-000	4RE System Setup, Configuration, Testing and Training (Performed by WatchGuard Technical Services if selected)	0
SVC-WGV-ONS-300	Access Point installations including cable runs (Work may be performed by a sub-contractor)	0

MSRP	Direct	Extended
\$ 390.00	\$ 350.00	\$ 350.00
Quote	Quote	\$ -
Quote	Quote	\$ -
\$ -	\$ 2,500.00	\$ -
\$ 1,100.00	\$ 1,000.00	\$ -

**Total Technical Services**    \$ 350.00

### Manual Adjustments

Description: \$ -

Notes: *Applicable taxes may apply and are not necessarily accounted for on this estimate. Contact WatchGuard Video for a revised estimate.*  
**ESTIMATE VALID FOR 30 DAYS**

Subtotal:	\$ 5,490.00
UPS Ground Shipping:	\$ 25.00
Taxes: 6.5%	\$ 358.48
<b>ESTIMATE TOTAL:</b>	<b>\$ 5,873.48</b>

Financing <small>Estimate Only Call for Detailed Quote</small>	<ul style="list-style-type: none"> <li>Includes applicable warranty coverage</li> <li>You take ownership immediately. Fully paid off at end of term</li> <li>For a detailed quote, call WatchGuard to determine final project price, approximate date of first payment, desired financing term, and basic agency information</li> </ul>	Payments	3-Year	4-Year	5-Year
		Monthly	\$ 199	\$ 168	\$ 151
		Quarterly	Call Us	Call Us	Call Us
		Semi-Annual	Call Us	Call Us	Call Us
		Annual	Call Us	Call Us	Call Us

Quote valid for 30 days

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**4RE Price Estimate**

Provided By: Margo McNeely  
 Contract #: 703-399-6512

**TOTAL PROJECT ESTIMATED AT**  
**\$5,873.48**

Agency Name:	Smithfield Police Dept
Contact Person:	Lt Choe
Address:	
Address:	
Date:	April 21, 2015

**Note:** This is only an estimate for 4RE related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.



**Town of Smithfield  
Town Council  
Action form**

**Item:**

Acceptance of an Engineered Tank Care Proposal for the Town of Smithfield dated April 10, 2015 from Southern Corrosion, Inc.

**Date of meeting:** May 5, 2015

**Date prepared:** April 23, 2015

**Staff work by:** Pete Connet/Dale Boyette  
Connet

**Presentation:** Consent Agenda/Pete

**Presentation:**

The Town of Smithfield for years has contracted with Southern Corrosion, Inc. for the service and painting of our elevated storage tanks. The 1 million Gallon Clear Well tank at the Water Plant was never made a part of those maintenance agreements.

The Clear Well is due for interior painting in the spring of 2016 (\$190,000) and exterior painting in 2017-2018. The estimated cost for the exterior painting is between \$100,000 - \$130,000. Interior painting is usually done every ten years and exterior every eight years. By entering into this agreement all maintenance work that needs to be done to the tank (including painting) is covered in the annual maintenance fees.

The Town Staff is recommending that the Town enter into a maintenance agreement with Southern Corrosion for the maintenance of the Clear Well Tank. The cost of the contract is for \$32,376/yr. Subsequent year increases are tied to increases in the CPI from the previous year.

A copy of the full proposal is attached for your review.

**Action Requested:**

The Public Utilities Staff requests that the Council Accept the Engineered Tank Care Proposal for the Town of Smithfield, dated April 10, 2015 from Southern Corrosion, Inc. and authorize the appropriate Town official to sign the contract.



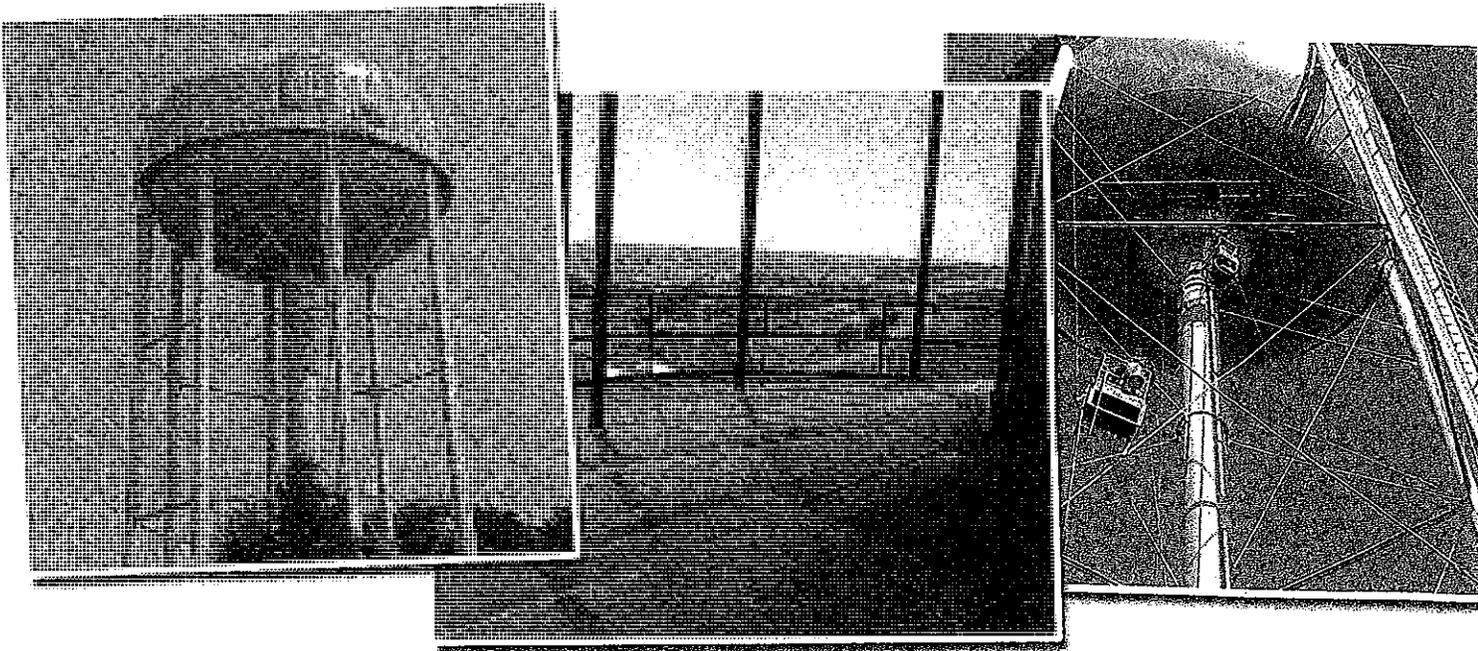
# Engineered Tank Care Proposal for Town of Smithfield, NC

April 10, 2015



# Table of Contents

Company History, Qualifications, References	1
Engineered Tank Care	2
Engineered Tank Care Proposal	3
Sample Certificate of Insurance	4





## The Southern Corrosion Story

Southern Corrosion, Inc. was founded in 1983 with a new vision for the care and maintenance of water tanks...a vision founded in the principles of engineering, superior workmanship, and outstanding customer service.

We create customized tank maintenance programs that provide better asset management, better cash flow, and better value for tank owners throughout the Mid-Atlantic and Southeast.

### Engineered Tank Care™

Our programs are designed and approved by on-staff engineers. We focus on tank life and appearance, water quality, and a level of care and attention to detail that is unequalled in our industry. When a tank enters our Engineered Tank Care program, we are fully vested in the life and future of that tank. It's all about maximizing water tank life, keeping tanks looking their absolute best, and making tank management cost-effective, simple, and worry-free.

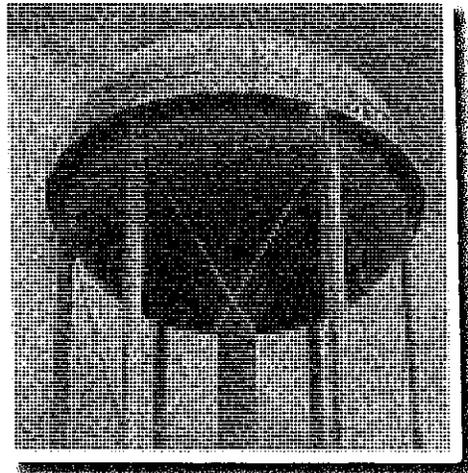
### Nobody cares for tanks like we do.

From the initial inspection through the creation and implementation of each custom program, our customers have come to expect superior service and consistent results. We have our own, dedicated crews strategically located throughout our regions and sales representatives that live in the areas they service. We're proud to call our customers friends and neighbors.

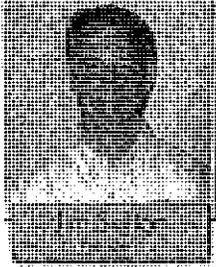
You'll know exactly what your tank maintenance is going to cost, when maintenance will be performed, and why it is needed. We work with our customers to make sure that every aspect of their plans fit with their needs and budgets. No surprises. No hidden costs. We take pride in every tank in our program.

Our Engineered Tank Care services include:

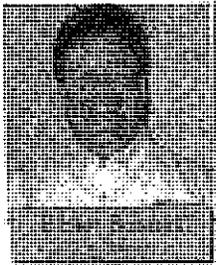
- Painting, Restoration, and Repair
- Inspections and Washouts
- Engineered Tank Care™ Maintenance Plans
- Elite Inspections & Maintenance
- Cell Antenna Engineering Analysis



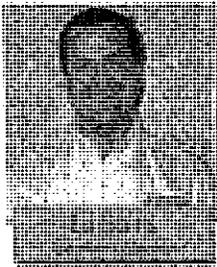
## Key Staff



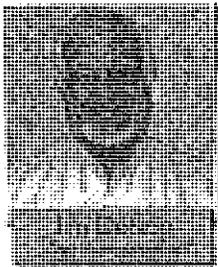
Jim Skilton has been Southern Corrosion's President since 1989, and part of the company's management team for almost 30 years. He is a certified NACE Level 1 coatings inspector, and earned the designation of Protective Coatings Specialist from the Society for Protective Coatings (SSPC). Jim earned a Bachelor of Science in Business Administration from the University of Delaware and a Masters Degree in Business Administration from Campbell University. As part of his work, Jim teaches Engineered Tank Care™ seminars and continuing education classes.



Elbert Basolis is an expert in temporary water tank solutions and co-owner of Southern Corrosion. He is also CEO of Garrison Enterprises, a mechanical contracting company serving the water industry, an owner or active participant in at least 6 other complimentary industrial businesses, and the Co-Chairman of the Board of Yardville National Bank, NA, which was recently purchased by PNC bank. Elbert splits his time between his home in New Jersey, and his North Carolina based offices.



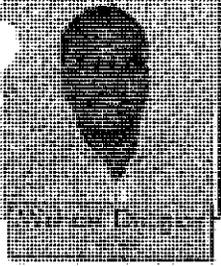
Ed Soltis is a certified NACE Level 1 coatings inspector and a SSPC C3 Supervisor for Deleading Industrial Structures. He specializes in surface preparation, painting and minor repairs. He has almost 30 years of experience in water tank maintenance, and has been Southern Corrosion's Manager of Operations since 2008.



Jim Dotson has extensive experience in water tank maintenance and systems. He joined Southern Corrosion in 1995, and is the second generation of his family to be part of the company. Jim is one of our certified trainers in Engineered Tank Care™.



Harry Skilton earned a Bachelor of Science in Civil Engineering from Drexel University, and is a Registered Professional Engineer in the states of New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, and Tennessee. He has extensive experience in the design, fabrication, and construction of steel tanks. Before becoming part of Southern Corrosion's engineering team, he worked for 10 years in the tank building industry and 41 years in the water tank maintenance industry.



Michael Douglas is a Professional Engineer licensed in North Carolina and Virginia. He has extensive experience with public water supply systems and drinking water regulation. His previous work includes overseeing more than 600 water systems in 16 counties as a Regional Engineer. Michael is a North Carolina State University graduate with a Bachelor of Science degree in Civil Engineering.



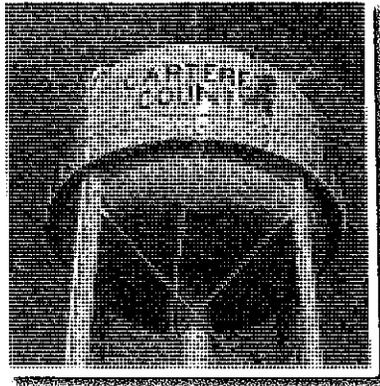
Frederick Gryckiewicz, is a North Carolina licensed Professional Engineer. He is a graduate of the University of Connecticut with a Bachelor of Science in Engineering. Before joining the Southern Corrosion team, Mr. Gryckiewicz worked in engineering management for 30 years.

## Office

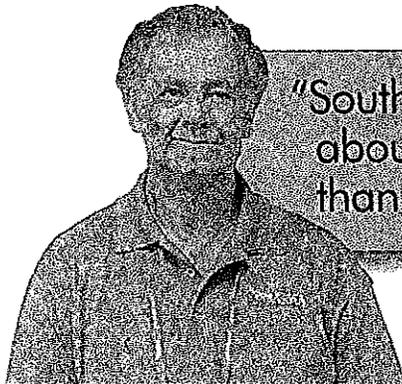
Southern Corrosion, Inc.  
738 Thelma Rd.  
Roanoke Rapids, NC 27870  
Phone: 800-828-0876  
Fax: 252-535-3215  
E-Mail: [sci@tankcare.net](mailto:sci@tankcare.net)  
[www.tankcare.net](http://www.tankcare.net)



## Engineered Tank Care Family Members



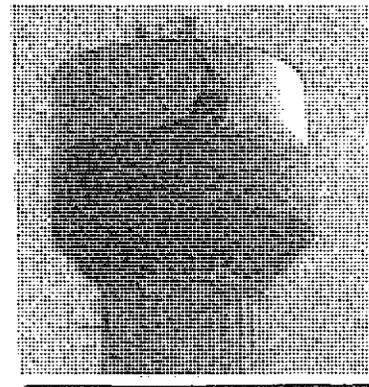
Town of Mount Olive, NC, 4 tanks, Deems Blanton, 919-738-1025  
 Brunswick County, NC, 8 tanks, Ronald Moore, 910-253-2655  
 Town of Warrenton, NC, 3 tanks, Bill Perkinson: 252-257-3315  
 Halifax County, NC, 9 tanks, Gwen Matthews: 252-583-1451  
 Town of Littleton, NC, 1 tank, Wanda Clark: 252-586-2709;  
 Town of Kure Beach, NC, 2 tanks, Sonny Becker: 910-458-8216  
 Town of Ahoskie, NC, 2 tanks, Kirk Rogers: 252-287-7077  
 Town of Weldon, NC, 2 tanks, Jeff Elks, 252-536-3478  
 Town of Oak Island, NC, 4 tanks, David Kelly: 910-278-5011  
 West Carteret Water Corp, NC, 5 tanks, Lisa Smith-Perri: 252-393-1515  
 Town of Tabor City, NC, 2 tanks, Al Leonard, 910-653-3458  
 Town of Atlantic Beach, NC, 2 tanks, Marc Shulze, 252-726-1366



"Southern Corrosion knows more about tanks and tank maintenance than anyone."

**Lowell Gunter**  
*Training & Tech Assistance*  
*North Carolina Rural Water Association*

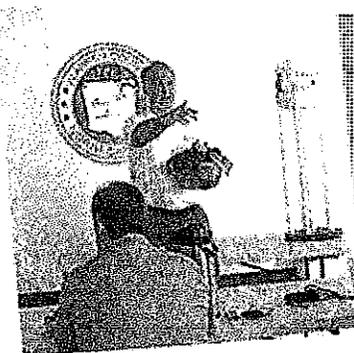
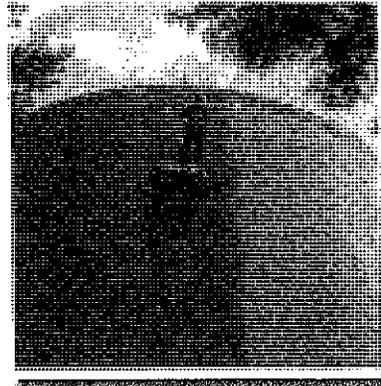
Wayne County Sanitary Districts, NC, 12 tanks, Joey Threewitts, 919-731-2310  
 Warren County, NC, 7 tanks, Macon Robertson, 252-257-1854  
 Town of Pennington Gap, VA, 2 tanks, Phil Hensley, 276-546-1177  
 City of Emporia, VA, 4 tanks, Tommy Delbridge, 434-634-2544  
 Town of Selma, NC, 4 tanks, Gerald Lanier, 919-965-2244  
 Amherst County, VA, 2 tanks, Dan French, 434-845-1605  
 Southern Wayne Sanitary District, NC, 4 tanks, Mike Garris, 919-731-2520  
 Town of Hillsborough, NC, 4 tanks, Ken Keel, 919-732-1270 extn. 75  
 Town of Norlina, NC, 1 tank, Blaine Reese, 252-456-3325  
 Town of Southport, NC, 1 tank Ralph Caldwell, 910-457-7936  
 Martin Co, NC, 4 tanks, Ed Warren, 252-799-7310  
 Town of Turkey, NC, 1 tank, Sarah White, 910-592-7273  
 Town of Wingate, NC, 1 tank, Dryw Blanchard, 704-233-4411  
 Hertford County, NC, 5 tanks, Mike Bradley, 252-358-7867  
 Town of Smithfield, NC, 3 tanks, Kenneth Griffin, 919-934-2798  
 Town of Lawrenceville, VA, 4 tanks, CJ Dean, 434-848-2414  
 Town of Beulaville, NC, 1 tank, Lori Williams, 910-298-4647  
 Cape Fear PUA, NC, 7 tanks, John Malone, 910-332-6643





Town of Williamston, NC, 5 tanks, Kerry Spivey, 252-792-1024  
Town of Franklinton, NC, 2 tanks, Tammy Ray, 919-494-2218  
Dickenson County, VA, 2 tanks, Ron Phillips, 276-835-1580  
City of Clinton, NC, 6 tanks, Travis Anderson, 910-592-1961 or 910-214-5437  
Bell Arthur Water Corp, NC, 5 Tanks, Ed House, 252-752-6252  
Town of Bowling Green, VA, 4 tanks, Brock Taylor, 804-994-4054  
Town of Liberty, NC, 3 tanks, Roger Davis, 336-622-4276  
Town of Cameron, NC, 1 tank, Davis Reynolds, 910-245-3212  
Southside Rural Water, SC, 1 tank, Brad Owen, 864-843-3440  
Woodberry Forest School, VA, 3 tanks, Gene Lewis, 540-672-6053  
Town of Pilot Mountain, NC, 3 tanks, Homer Dearman, 336-368-2247 ext,204

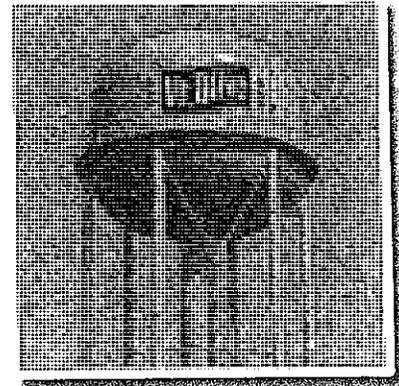
Camden County, NC, 2 tanks, David Cradle, 252-207-6874  
Town of Pine Knoll Shores, NC, 2 tanks, Ernie Randolph, 252-247-4353  
Town of Fairmont, NC, 2 tanks, Johnny Britt, 910-628-0064  
Carteret County, NC, 2 tanks, Tony Cahoon, 252-728-6592  
City of Winder, GA, 1 tank, Roger Wilhelm, 678-409-2313  
Energy United Water, NC, 5 tanks, Rod Watts, 704-585-6518  
River Ridge Assoc., VA, 1 tank, Cheryl Lilly, 434-636-5492  
Town of Hurlock, MD, 1 tank, Eric Barnhart, 410-943-4181  
Town of McKenney, VA, 1 tank, Winifred Coleman, 804-478-4621  
Town of Seaboard, NC, 1 tank, Joe Barnes, 252-589-5061  
Town of Lake Lure, NC, 1 tank, Tony Hennessee, 828-625-9983  
Town of Castalia, NC, 1 tank, Angie Elliot, 252-459-3668  
Boaz Water & Sewer Board, Boaz, AL, 9 tanks, Steve Clemmons, 256-593-4711  
Town of Windsor, NC, 1 tank, William Coburn, 252-794-3121  
Stokes County Schools, NC, 6 tanks, Ricky Goins, 336-591-4282  
Town of Aurora, NC, 1 tank, Terry Groome, 252-322-5208  
Village of Walnut Creek, NC, 1 tank, Louis Cook, 919-778-9687  
Town of Boydton, VA, 1 tank, Rennie Parks, 434-738-6021  
City Point Water, Plantersville, MS, 2 tanks, David Payne, 662-321-6950  
Town of Farmville, VA, 5 tanks, Bill Caldwell, 434-392-3331  
Adams County, MS, 10 tanks, Ken Herring, 601-446-6616  
Borough of Perkasio, PA, 1 tank, Nicholas Fretz, 215-257-3654  
Magee's Creek Water, Tylertown, MS, 8 tanks, Travis Marbury, 601-303-7067  
City of Folly Beach, SC, 2 tanks, Kevin Whitsett, 843-754-8223  
City of Fulton, MS, 9 tanks, Paul Walker, 662-862-4929  
City of Ecu, MS, 3 tanks, Gable Todd, 662-489-3881



"Southern Corrosion's instructors  
are knowledgeable, experienced,  
and teach an excellent course."

**Ken Griffin**  
Director of Public Utilities  
Smithfield, NC

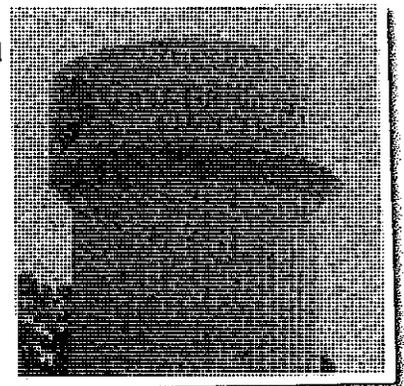
Town of Lockhart, SC, 1 tank, Hugh Gregory, 864-251-4000  
 Washington County, MD, 2 tanks, Rocky Bishop, 240-313-2608  
 Brown's Creek Water Assoc., SC, 2 tanks, Jimmy Teaster, 864-545-2350  
 Town of Columbia, NC, 1 tank, Rhett White, 252-796-2781  
 Town of Greenevers, NC, 1 tank, Emma Brinson, 910-289-3078  
 City of Fayetteville, GA, 1 tank, Doug Gonsalves, 770-460-4674  
 City of Danville, VA, 10 tanks, Alan Johnson, 434-799-6473  
 Town of Jackson, SC, 3 tanks, Donnie Cooper, 803-295-1282  
 Town of Nettleton, MS, 3 tanks, Randy Parchman, 662-871-2300  
 Crab Orchard Utility District, TN, 9 tanks, Everett Bolin, 931-484-6987  
 Town of Saratoga, NC, 1 tank, Tommy Hawkins, 252-238-3487  
 Town of Spring City, TN, 2 tanks, Woody Evans, 423-365-6441  
 Town of Cape Charles, VA, 1 tank, David Fauber, 757-331-3259 x17  
 City of Verona, MS, 2 tanks, Bobby Williams 662-566-2211  
 Town of Harrellsville, NC, 1 tank, Dina White 252-356-4499  
 Amelia County, VA, 1 tank, Daryl Gough 804-561-4565  
 South Mills Water Association, NC, 4 tanks, Wayne Raper, 252-771-5620



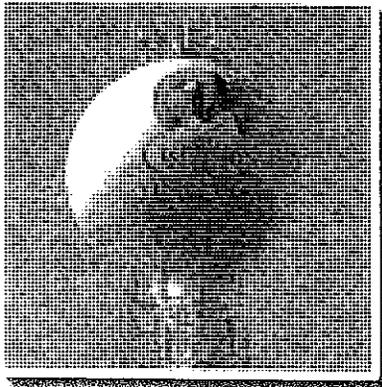
"I highly recommend Southern Corrosion for all of your tank care needs."

Louise Cole  
 Mayor  
 Okalona, MS

Town of Hookerton, NC, 1 tank, Bobby Taylor 252-747-2201  
 Town of Jackson, NC, 1 tank, Jim Gossip 252-534-3811  
 Town of Wadesboro, NC, 1 tank, Hugh James 704-694-5171  
 Town of Kilmarnock, VA, 3 tanks, Tom Saunders, 804-435-1552, x 26  
 Town of Winton, NC, 1 tank, Carl Pierce, 252-358-9271  
 City of Mount Airy, NC, 4 tanks, Martin Semones, 336-786-3595  
 Goochland County, VA, 3 tanks, Todd Kilduff, 804-556-5836  
 Kerr Lake Regional Water, NC, 1 tank, Christy Lipscomb, 252-438-2141  
 City of Henderson, NC, 2 tanks, Frank Frazier, 252-431-6026  
 Town of Beaufort, NC, 2 tanks, Frank Sansome, 252-728-2130  
 City of Attalla, AL, 5 tanks, Jesse Costello, 256-504-7368  
 City of Okolona, MS, 3 tanks, Harold Jolly, 662-447-5761  
 Town of Sharpsburg, NC, 2 tanks, Bo Smith, 252-446-7876  
 Town of Burkeville, VA, 1 tank, Harold Wagstaff, 434-767-4095  
 City of Riceboro, GA, 2 tanks, Bill Austin, 912-884-2986  
 Town of Exmore, VA, 1 tank, Robert Duer, 757-442-3114  
 Bladen County, NC, 7 tanks, Randy Gardner, 910-862-6996  
 Algoma Water Assoc., MS, 4 tanks, Ricky Jagers, 662-419-1105  
 Town of Old Fort, NC, 4 tanks, Tony Webb, 828-668-4244  
 City of Richmond Hill, GA, 1 tank, Todd Neal, 912-237-8572



Town of Middletown, DE, 2 tanks, Morris Deputy, 302-378-9120  
Highland Water Authority, AL, 6 tanks, Clayton Whitworth, 256-546-1751  
Schwenksville Borough Authority, PA, 5 tanks, Ed Graf, 610-476-4548

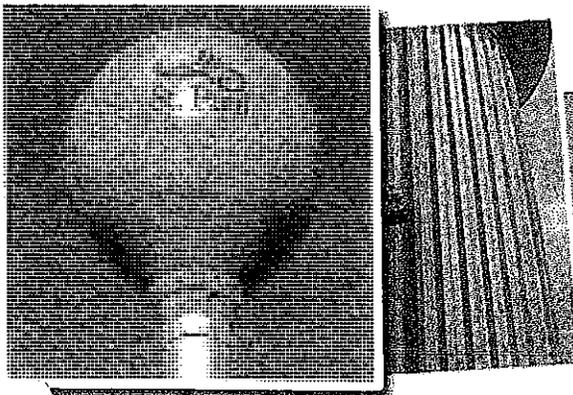
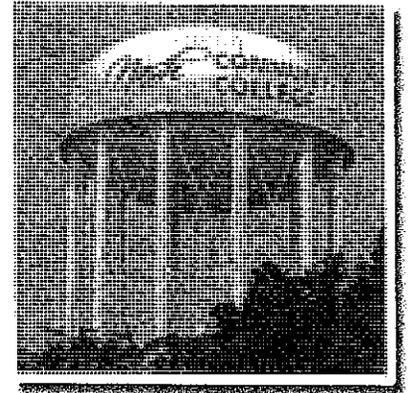


City of Villa Rica, GA, 4 tanks, Steven Kenny, 770-459-8302  
Chowan County, NC, 4 tanks, Nick Lories, 252-482-7477  
Potomac Heights, MD, 1 tank, William Corbin, 301-743-3031  
Mountaintop Regional Water, PA, 1 tank, Chris Demyan, 814-360-6362  
Lexie Water Association, MS, 5 tanks, Cathy Mitchell, 601-814-0998  
Friendship Community Water, MS, 2 tanks, Jeff Brown, 601-810-0169  
City of Milford, DE, 3 tanks, Brad Dennehy, 302-422-6616 ext 173  
Town of Fremont, NC, 1 tank, Kerry McDuffie, 919-242-6113  
James Madison's Mountpelier, VA, 2 tanks, Bill Bichell, 540-672-2728 ex

322

City of Mocksville, NC, 3 tanks, Jeff Bean, 336-751-2635  
Mountain Water District, Pikeville, KY, 39 tanks, Grondal Potter, 506-631-9172

East Pike Water Assoc., MS, 2 tanks, Jeff Brown, 601-810-0169  
Town of Plantersville, MS, 2 tanks, Terry Roberts, 662-321-3775  
Town of Falkner, MS, 15 tanks, Rodney Hillard, 662-882-3937  
Town of Elm City, NC, 1 tank, Jonathan Russell, 252-236-4917  
Union Utilities, NC, 1 tank, James Cannette, 252-358-1447  
Town of Spencer, TN, 3 tanks, 3 tanks, Tim Conely, 931-235-7758  
Town of Powellsville, NC, 1 tank, Tom Asbell, 252-332-5933  
Town of Harkers Island, NC, 1 tank, James Nelson, 252-723-3118  
Scientist Cliffs Assoc., MD, 1 tank, Steve Dean, 410-474-3050  
City of Elizabeth City, NC, 3 tanks, Paul Fredette, 252-337-6628  
Town of East Arcadia, NC, 1 tank, Willie Dixon, 910-655-4388  
Falls Township, PA, 1 tank, David Busch, 215-946-6062 Ext. 104  
Town of Robersonville, NC, 2 tanks, Elizabeth Jenkins, 252-508-0311  
City of Ripley, MS, 7 tanks, Ricky Martin, 662-587-1058  
Town of Laurel Park, NC, 8 tanks, Jim Ball, 828-693-4840  
City of Lenoir, NC, 9 tanks, Radford Thomas, 828-757-2219  
Town of Salem, SC, 2 tanks, Ryan Hardin, 864-944-2819  
Town of Bowling Green, FL, 2 tanks, Jerry Conerly, 863-375-2255  
Perquimans County, NC, 5 tanks, Frank Heath, 252-426-8484  
City of Wauchula, FL, 2 tanks, Andy Maddox, 863-781-1976  
Piedmont Triad Water, NC, 4 tanks, Gregory Flory, 336-498-5510



"Southern Corrosion is great to work with and does a great job."

Rusty Hayes  
Water Department Superintendent  
Craven County, NC

Town of Rocky Mount, VA, 7 tanks, Bob Deitrich, 540-483-5747

Northampton Co, NC, 15 tanks, Leneau Pope, 252-534-6341  
Fairway Ridge Water Association, NC, 1 tank, Phillip Shepherd, 336-877-4716  
East Pontotoc Water Association, MS, 3 tanks, Pistol Russell, 662-489-9638  
Bertie County, NC, 8 tanks, Ricky Spivey, 252-794-4427  
Town of Norwood, NC, 2 tanks, Dwight Smith, 704-474-3416  
Brunswick County, VA, 1 tank, Joan Moore, 434-848-0248  
Town of Taylorsville, NC, 2 tanks, David Odom, 828-632-2218  
Town of Dagsboro, DE, 1 tank, Stacey Long, 302-732-3777  
Improve Water Association, MS, 2 tanks, Tony Thomas, 601-303-2156  
Town of Felton, DE, 1 tank, Rebecca Greene, 302-284-9365  
Town of Aulander, NC, 1 tank, Johnna Browne, 252-345-3541  
Stoney Creek Sanitary District (VA), 3 tanks, Rodney McClain, 540-459-7491  
Toms Brook Sanitary District (VA), 2 tanks, Rodney McClain, 540-459-7491  
Borough of Saxton, PA, 1 tank, Jamie Foster, 814-635-2363  
Valley Public Service Authority (SC), 6 tanks, Calvin Smith, 803-593-2053  
Town of Marshville, NC, 1 tank, Bivens Steel, 704-624-2515  
Town of Mize, MS, 1 tank, Pam Holder, 601-733-2221  
Barrow County, GA, 3 tanks, Clint Cannon, 770-307-3014  
City of Burgin, KY, 1 tank, George Hensley, 859-748-5220  
Nash County, NC, 3 tanks, Derek Hawkes, 252-462-2613  
Halifax County, VA, 7 tanks, Mark Estes, 434-575-4240  
City of Olive Branch, MS, 16 tanks, Scott Phillips, 662-892-9200



"We are quite pleased with how quickly Southern Corrosion responds."

Macon Robertson  
*Director of Public Utilities*  
Warren County, NC

# Engineered Tank Care Service

Southern Corrosion Inc.'s Engineered Tank Care Service offers comprehensive coverage for your tank maintenance needs. The purpose of the service is to extend the life of your tank(s) and their existing coatings for as long as possible. The service includes corrosion protection, repairs, painting, regularly scheduled inspections, and a guaranteed emergency response time. The service does not include tasks associated with the operation of the water system, installation or repair of underground piping, any structures that are not part of the tank, any electrical work, telemetry, cutting the grass around the tank(s), or fence maintenance. The service does not include additional modifications to the tank beyond the tank's existing configuration unless included in the specifications of our proposal. The service can include maintenance on the cathodic protection system if the tank(s) is/are equipped with cathodic protection, and you request this to be included in the service .

As a part of the service, we provide a detailed schedule of exactly what services will be performed in each year. Also included is an emergency response service that will guarantee a response time to emergency situations that threaten the immediate use of the tank.

The maintenance service term is based on a mutually agreeable time duration (ie. perpetual). Annual premiums can be structured monthly, quarterly, or annually. Pick terms that best suit your needs. Also, the service can be canceled up to 60 days prior to the renewal date for the next year's service.

The service premium quoted covers:

- 1) Emergency Service
- 2) Regularly scheduled interior washouts when applicable.
- 3) All interior & exterior cleaning, painting, and repairs.
- 4) Maintenance and upkeep of the tank.
- 5) Planning & budgeting for both short-term & long-term maintenance needs.

## Insurance

The sample insurance certificate enclosed provides you with an example of the insurance coverage we will provide the Customer. We intend to renew our policies at the same coverage levels indicated on the sample certificate. **For you further protection, we will supply you with a pollution liability insurance policy that protects you from lead contamination claims. For more than 10 years, general liability insurance policies have specifically excluded coverage for contamination claims. To insure for the liability of improper job site handling of hazardous wastes, you need this insurance. This insurance is provided at no extra cost.** Our prices do not include the cost of supplying performance and payment bonds. If this is required, our bonding company is the Great American Insurance Company, of Cincinnati, Ohio. For Southern Corrosion, Inc. to provide these bonds, please add 3% to all service premiums quoted. If provided, the bonds will be renewed annually, after the cancellation period for the next year's service has expired.

## Visual and Washout Inspections

Tank(s) will be visually inspected annually. The annual visual inspections have three basic purposes. First, functional items such as the safety of ladders, the continued operation of float gages, and the absence or damage of structural items such as sway rods, struts, etc. can continually be monitored.

Second, the coating system can be visually evaluated for the presence or absence of coating breakdown or surface holidays. This provides evidence of the **rate of deterioration of the coating system**, an important item in determining recoating cycles for the tank, as well as arresting any steel corrosion before it reduces the effective structural steel thickness.

Third, access can be controlled, especially unauthorized access. Graffiti, vandalism, and the presence or absence of locked hatches and ladder gates confirm the security level of the tank site.

Additionally, as scheduled, a washout inspection will be performed. A washout inspection includes draining the tank, removing all sediment and debris, and a complete visual inspection of both the interior and exterior. All findings will be documented in a bound inspection report, annotated with photographs for detailing conditions.

Any corrective maintenance needed will be added to the maintenance schedule.

## Corrosion Protection & Painting

Our maintenance service schedule will detail exactly what maintenance painting will be performed during regularly scheduled intervals.

## Repairs

Our maintenance service schedule will detail exactly what repairs will be performed during regularly scheduled intervals.

## Emergency Response

Emergencies that threaten the immediate use of the tank will be responded to within the response time specified. The response referred to is for the purpose of our assessment of the emergency situation. If possible, repairs will be completed during the initial response. These emergency repairs are included in the maintenance service.

## Aesthetics

Feel free to consult with us concerning alternative exterior finish coat color schemes and logos. These items can be included in the original agreement, or can be added to the service.

## Safety

If needed, the service can include alterations necessary to bring the tank into compliance with current OSHA regulations or AWWA standards.

## Graffiti

The service includes the coating over or removal of graffiti one time each year, if required. Removing or overcoating graffiti is not normally considered an emergency response; it is a scheduled event. If graffiti appears, we will review the security of the tank site involved, and additional measures may need to be addressed by the Owner, if it is desired to continue this protection.

## Future Antenna Installation

Many tank owners choose to defer water tank maintenance costs by leasing their tanks to cellular phone providers or other communication companies. Such additions can increase future tank maintenance costs if not designed properly. Under this contract, we will review the installation plans for any antenna installations to eliminate damage and future maintenance costs to your tank(s) and provide a post installation inspection to ensure that installation conforms to the approved installation plans.

## Existing Conditions

This service proposal is based upon the actual structural conditions found on your tanks at the time of the proposal. Any additions or changes by the Owner (i.e. Antenna installation, sign lighting, etc.) may affect the maintenance costs included in this service. We reserve the right to re-evaluate or modify this contract if such a change takes place. (Also see "Future antenna installation")

## Electrical and Antenna Transmission Hazards

Our proposal is based upon the Owner deactivating, or otherwise making safe, any electrical wires or connections to any tank. OSHA requires that our personnel work at least 15 feet from any "live" electrical hazards. When applicable, we will protect any antennas and have assumed that the Town will verify that harmful microwave transmissions do not emanate from any such antennas during our work.



## WATER TANK MANAGEMENT SCHEDULE

**Date:** April 10, 2015  
**Customer:** Town of Smithfield, NC  
**Tanks:** 1,000,000 Gallon Ground Storage Water Tank

### Year 1 - 2015

#### 1) Interior Roof Surfaces:

- a) Abrasive blast all interior roof surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade.

#### 2) Remaining Interior Surfaces:

- a) Abrasive blast all remaining rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b) Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4 to 5 mils dry film thickness.
- c) Apply a "stripe coat" of epoxy that is NSF approved for contact with potable water to all ladders and weld seams, applied using paint brushes and rollers.
- d) Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4 to 5 mils dry film thickness.
- e) Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP method.
- f) Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.
- g) Sterilize tank interior using AWWA Disinfection Method #2, spray method.

#### 3) Inspection Report

#### 4) Repairs:

- a) Remove existing roof vent. Provide and install a fiberglass roof vent. Touch-up all burned exterior surfaces to match existing paint color.

### Year 2 – 2016

- 1) Visual inspection and repairs uncovered through inspection.

### Year 3 – 2017

- 1) Visual inspection and repairs uncovered through inspection.

### Year 4 - 2018

- 1) Repaint Exterior:
  - a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
  - b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3.
  - c. Spot prime coat all bare metal surfaces using epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
  - d. Apply a full finish coat of polyurethane to all exterior surfaces applied at 2 to 3 mils dry film thickness.

### Year 5 - 2019

- 1) Visual inspection and repairs uncovered through inspection.

### Year 6 - 2020

- 1) Visual inspection and repairs uncovered through inspection.
- 2) Wash-out Interior:
  - a) Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
  - b) Disinfect the tank interior using AWWA Method #2, spray method.
- 3) Inspection Report

### **SCHEDULE CONTINUATION**

The tanks will be visually inspected every year. The tank interiors will be washed-out at 5 year intervals and an inspection report provided, until 15 years has elapsed from the last time the interior was recoated. The tank interior will be recoated at 15 year intervals. The exteriors will be recoated at 7 year intervals.

**After Year 6:**

#### 1,000,000 Gallon Ground Storage Water Tank

The next wash-out & report is scheduled for Year 11 of the Service (Year 2025), the next repainting of the tank exterior is scheduled for Year 11 of the Service (Year 2025), and the next repainting of the tank interior is scheduled for Year 16 of the Service (2030).

At no time does the service include the complete abrasive blasting of the exteriors of any of the tanks nor the pressure washing of the tank exteriors as a stand-alone item apart from surface preparation for painting.

### **PRICING & TERMS**

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

Emergency service will apply during the entire period. We will guarantee a 24 hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is \$32,376.00 per year. All subsequent year premiums will be the total of the immediate prior year's premium amount plus the % change in the CPI (Consumer Price Index) for that previous year (i.e. Year 2 premium equals Year 1 premium plus the % change in the CPI for Year 1).

Because the value of the work performed in the first year of the service exceeds the value of the the annual premium for that year and several of the subsequent years as well, the following additional payments will be due should years 2 through 9 be canceled:

Because the value of the work performed in the first 9 years of the contract exceeds the value of the premiums received, any unpaid balance for work completed but not compensated by the accumulated annual premiums shall be due and payable within thirty (30) days of notice to cancel.

Each year represents a 12 month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12 month period that represents the contract term. The annual premium is due within 30 days of the contract date. Premiums quoted are firm for 60 days.



## Engineered Tank Care Agreement

This Agreement made and entered into as of the Effective Date: \_\_\_\_\_, by and between SOUTHERN CORROSION, INC., a North Carolina corporation, having its principle office at 738 Thelma Rd, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the Town of Smithfield, NC (hereinafter referred to as the "Owner"):

### WITNESSETH

The Owner desires that Southern Corrosion perform certain maintenance service on the water tank known as the 1,000,000 Gallon Ground Water Storage Tank as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

(a) "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

2. TERMS OF MANAGEMENT AGREEMENT. The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended successive additional periods of twelve (12) months each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement.

3. PERFORMANCE OF MAINTENANCE SERVICES. Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

4. CHARGES. The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and payable upon receipt of Southern Corrosion's invoice therefor.

5. REPRESENTATIONS BY THE OWNER. The Owner hereby makes the following representations and warranties:

(a) The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. REPRESENTATIONS BY SOUTHERN CORROSION. Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

(a) That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. TERMINATION/CANCELLATION. This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

(a) In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

(b) In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection including a reasonable attorney's fee of fifteen percent(15%) of said amount due Southern Corrosion.

(c) The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

8. LIMITATION OF LIABILITY. In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. EXCUSABLE DELAY. Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of god or other causes beyond Southern Corrosion's reasonable control.

10. REGULATIONS. Performance of the Maintenance Services is predicated on work practices, methods, and procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. GENERAL.

(a) Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:

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

Southern Corrosion Inc.  
738 Thelma Rd  
Roanoke Rapids, NC 27870

(b) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

(c) Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

(d) Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

(e) Binding effects. The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

ATTEST:

SOUTHERN CORROSION, INC.

\_\_\_\_\_  
Asst. Secretary

BY: \_\_\_\_\_  
President

(Corporate Seal)

ATTEST:

TOWN OF SMITHFIELD, NC

\_\_\_\_\_

BY: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/10/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

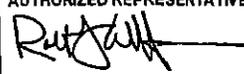
<b>PRODUCER</b> Widerman & Company, Inc. 70 Tanner Street Haddonfield, NJ 08033 Miles Curtis Dumbleton	Phone: 856-428-0939 Fax: 856-429-7439	<b>CONTACT NAME:</b> Maryann Helser <b>PHONE (A/C, No, Ext):</b> 856-428-0939 <b>E-MAIL ADDRESS:</b> mhelser@widerman.com	<b>FAX (A/C, No):</b> 800-884-6528													
	<b>INSURED</b> Southern Corrosion, Inc. 738 Thelma Road Roanoke Rapids, NC 27870		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : American Interstate Ins Co</td> <td></td> </tr> <tr> <td>INSURER B : Everest Indemnity Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C : Ohio Security Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D : Colony Insurance Co</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Interstate Ins Co		INSURER B : Everest Indemnity Insurance Co		INSURER C : Ohio Security Insurance Co		INSURER D : Colony Insurance Co		INSURER E :		INSURER F :
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INSURER D : Colony Insurance Co																
INSURER E :																
INSURER F :																

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> GENERAL LIABILITY		EF4ML04012151	03/03/15	03/03/16	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Pollution		EF4ML04012151	03/03/15	03/03/16	PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Professional - CM		EF4ML04012151	03/03/15	03/03/16	GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		BAS55366158	03/03/15	03/03/16	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	EF4CU00464151	03/03/15	03/03/16	AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		AVWCNC2277632015	03/03/15	03/03/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
D	<input checked="" type="checkbox"/> Excess of Evanston		EXO301257	03/03/15	03/03/16	Ea Occurr	5,000,000
	<input checked="" type="checkbox"/> Excess Liab					Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  SAMPL-1  "SAMPLE CERTIFICATE" "SAMPLE CERTIFICATE" "SAMPLE CERTIFICATE" "SAMPLE CERTIFICATE" "SAMPLE"	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Town of Smithfield  
Town Council  
Action Form**

**Item: Board Appointments**

**Date of Meeting:** May 5, 2015

**Date Prepared:** April 22, 2015

**Staff Work By:** Shannan Williams

**Presentation:** Consent Agenda

**Presentation:**

Current Board vacancies are as follows:

- Appearance Commission – 4 positions
- Historic Properties – 4 positions
- Parks and Recreation Advisory Commission – 1 position
- Planning Board – ETJ Alternate Member – 1 position

**Board Appointment Considerations:**

1. Peggy Scott has submitted an application for consideration to be appointed to a first term on the Appearance Commission.

There have been no other inquiries at this time.





Town of Smithfield
Board, Commission, or Committee
Application

Name: Scott Peggy M
Home Address: 1008 S Crescent Dr Smithfield (MI)
Business Name & Address: CurtarnCalls
Telephone Numbers: (Home) (Mobile) (Email)

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

- Appearance Commission
Board of Adjustment In Town Resident
Board of Adjustment ETJ Member
Historic Properties Commission
Library Board of Directors
Parks/Recreation Advisory Commission
Planning Board In-Town Resident
Planning Board ETJ Resident
Other:

Interests & Skills: Plants, Nature, Gardening

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

Recent Job Experiences: Own & Operate Small Business
30 years Design Ordering Manufacturing Custom Window Treatments
General Trade Courses

Civic or Service Organization Experience: Here in Smithfield Volunteer Food Pantry
Church Things - Past Committee Mentor High School

Town Boards previously served on and year(s) served: 0

Please list any other Boards/Commissions/Committees on which you currently serve: 0

Why are you interested in serving on this Board/Commission/Committee? It is something I would enjoy and I would like to see our City look as good as it can.

**Affirmation of Eligibility:**

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

Yes  No If yes, please explain disposition: \_\_\_\_\_

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

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

Printed Name: Peggy Scott  
Signature: Peggy Scott Date: 4-21-15

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

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

# Town of Smithfield Town Council Information Form

**Item:** Filled Vacancies

**Date of Meeting:** May 05, 2015      **Date Prepared:** April 28, 2015

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

**Background**

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

**Action Requested**

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 14-15 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Police Officer I	Police	10-5100-0200	\$15.27/hr (\$34,143.72/yr)
PT Instructor	P&R – Aquatics	10-6220-0230	\$8.00/hr.
PT Instructor	P&R – Aquatics	10-6220-0230	\$10.00/hr
PT SRAC Staff	P&R – Aquatics	10-6200-0210	\$10.00/hr



**Town of Smithfield  
Town Council  
Action Form**

**Consent Item: Acceptance of a Donation from Johnston County Visitor's Bureau in the amount of \$5,000 for a scoreboard at Civitan Park.**

**Date of Meeting:** May 5, 2015

**Date Prepared:** April 28, 2015

**Presentation:**

The Johnston County Visitor's Bureau has awarded the Town of Smithfield's Parks and Recreation department a \$5,000 Capital Grant in the amount of \$5,000 for a new scoreboard at Civitan Park.

**Action Requested:**

Accept the grant by the Johnston County Visitor's Bureau.

JOHNSTON COUNTY  
VISITORS • BUREAU

January 5, 2015

Mr. Paul Sabiston, Manager  
Town of Smithfield

Dear Paul,

The Johnston County Tourism Authority has selected the Smithfield Parks & Recreation Department to receive a \$5,000 Capital Grant to improve facilities, and provide a new scoreboard at Civitan Park.

The grant amount is up to \$5,000, and we will reimburse the town with a check when work has been completed.

We look forward to seeing the new additions and upgrades in 2015. The work on the grant should be completed and requests for fund should be submitted by June 15, 2015.

Sincerely,



Donna Bailey-Taylor  
Executive Director

# Business Items



**Town of Smithfield  
Town Council  
Action Form**

**Business Item: Approval of a Scope of Work with Sanford Holshouser for the Recertification of the Hill Industrial Park Site**

**Date of Meeting:** May 5, 2015

**Date Prepared:** April 28, 2015

**Presentation:**

Attached is a copy of the proposed Scope of Work for the Hill Industrial Park by Sanford Holshouser Economic Development Consulting. The fee for Recertification Services is \$5,400 plus travel and expenses. Staff will utilize funds from the Economic Development Line Item (10-4110-5710) to pay for the recertification.

**Action Requested:**

Approval of the attached scope of work with Sandford Holshouser and approval to move forward with the recertification of the Hill Industrial Park Site.



April 14, 2015

Paul Sabiston  
Town of Smithfield  
PO Box 761  
Smithfield, NC 27577

Dear Paul,

Sanford Holshouser Economic Development Consulting is pleased to submit this proposal for the Recertification of the Hill Industrial Park. We enjoyed working with the town to certify, and recertify the property and look forward to assisting with the current project. The Hill Park is in a prime location and offers great potential for prospects and the town alike. We believe that this effort will continue to enhance the town's position in the economic development arena.

Attached is the Scope of Work for your review. As we discussed, the fee for the Recertification Services is \$5,400, plus travel and expenses. We expect expenses to be minimal expenses which may include any needed trips to Smithfield and any requested printing. Please let me know if you have any questions. If this proposal is acceptable I will prepare a letter of engagement for the project.

I will be the project manager and will coordinate all aspects of the project as defined by the Scope of Work and letter of engagement. Other Sanford Holshouser Partners may offer input and assistance over the life of the project as needed. You will be my primary contact unless I am advised otherwise.

Thank you for the opportunity to submit this proposal. I look forward to hearing from you and assisting Smithfield on this exciting project.

Sincerely,

Rocky Lane  
Managing Partner

### ***Proposed Scope of Work***

Sanford Holshouser Economic Development Consulting (SHEDC) designed the Scope of Work below for the recertification of the Hill Industrial Park in accordance with the Economic Development Partnership of North Carolina (EDPNC) standards.

**Securing Property for the Site** – Even though the original Agreement to Sell has an automatic two year extension clause, at the first recertification SHEDC contacted the landowner to verify his intention to continue to make the property available under the conditions stated in the Agreement. We prepared a simple memo attesting to those intentions, which was signed by the landowner and included in the recertification documents. We will contact the landowner for this recertification, prepare the necessary documents, and have them executed for inclusion in the package to be submitted to the EDPNC. It is understood that the work that SHEDC will perform in respect to this activity will not constitute legal services. ***If so desired, we can subcontract with a law firm to provide any legal services for an additional fee.*** This will be the first step to ensure that the project can move forward. Sanford Holshouser will serve as the point of contact for the EDPNC and all other firms and agencies that will be involved in the process.

**Notification of Intent to Certify** – Sanford Holshouser will prepare and submit, through the appropriate channels, the documents necessary to begin the recertification process.

**Site Visit** – Sanford Holshouser will coordinate with the EDPNC Technical Review Team for any needed or requested visits to the sites.

**Engineering/Environmental/Geotechnical Services** – Sanford Holshouser will contract with an appropriate professional services company or companies, to perform: 1) a Phase I ESA Update (environmental Phase I review), 2) A wetlands update to include a map showing the limits of the wetlands in the park, a mitigation plan, location of any waterbodies on the property, watershed, and the 100 year floodplain boundaries. SHEDC will manage the work of all parties, ensuring that the project progresses at a reasonable pace.

**Document Preparation** – Sanford Holshouser will prepare, distribute, and collect the necessary documentation required for recertification.

**Compilation and Submission** – Sanford Holshouser will compile all the required recertification documentation and submit them to the EDPNC. We will review and address any questions from the Steering Committee and take the necessary steps to correct any deficiencies in the documents.

**Final Presentation** – If desired, Sanford Holshouser will make a final presentation to the Town Board when the site has been reapproved as a Certified Site. The town may choose to use the occasion as a community event.



***Timeline***

The recertification of the Hill Industrial Park involves new information- an updated Phase I ESA and an updated wetlands evaluation, etc. The Certified Site Steering Committee meets every other month, with their next meeting scheduled for April 24<sup>th</sup>. Although the deadline has passed for submitting the Intent to Recertify, we may be able to have the Park included in this meeting agenda. But to do this we need to move quickly. If the Park is not included in this cycle, then we will submit the Intent for the June meeting and the documents for Recertification for the August meeting. Following this schedule, it is anticipated that the Park will receive the recertification approval, at the August 26<sup>th</sup> meeting.

***Fee Proposal***

Sanford Holshouser's fee for the Scope of Work above will be \$5,400 plus travel and expenses. Expenses are expected to be minimal and include mileage for any needed trips to Smithfield, associated expenses, and any requested printing expenses.

***The fee quote is valid for 90 days from the date of this response. Sanford Holshouser will bill monthly as work is completed and expenses are incurred.***



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

**Item: Stop Signs**

**Date of Meeting:** May 05, 2015

**Date Prepared:** April 21, 2015

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

**Presentation:** New Business

**Presentation:**

The police department has received three different complaints regarding stop sign placement. The following intersections involve these complaints:

- Wilson and Vermont
- Woodall and South 4<sup>th</sup>
- Chestnut and Maplewood.

Please review the accompanying information regarding the citizen complaints at these intersections.

**Action Requested:**

It is requested these issues be discussed by the Town Council and the Council provide direction to the police chief as to how the council would prefer to proceed with these citizen requests.

TO: Paul Sabiston, Town Manager  
FROM: Michael L. Scott, Chief of Police  
SUBJECT: Stop Sign Issues  
DATE: April 21, 2015

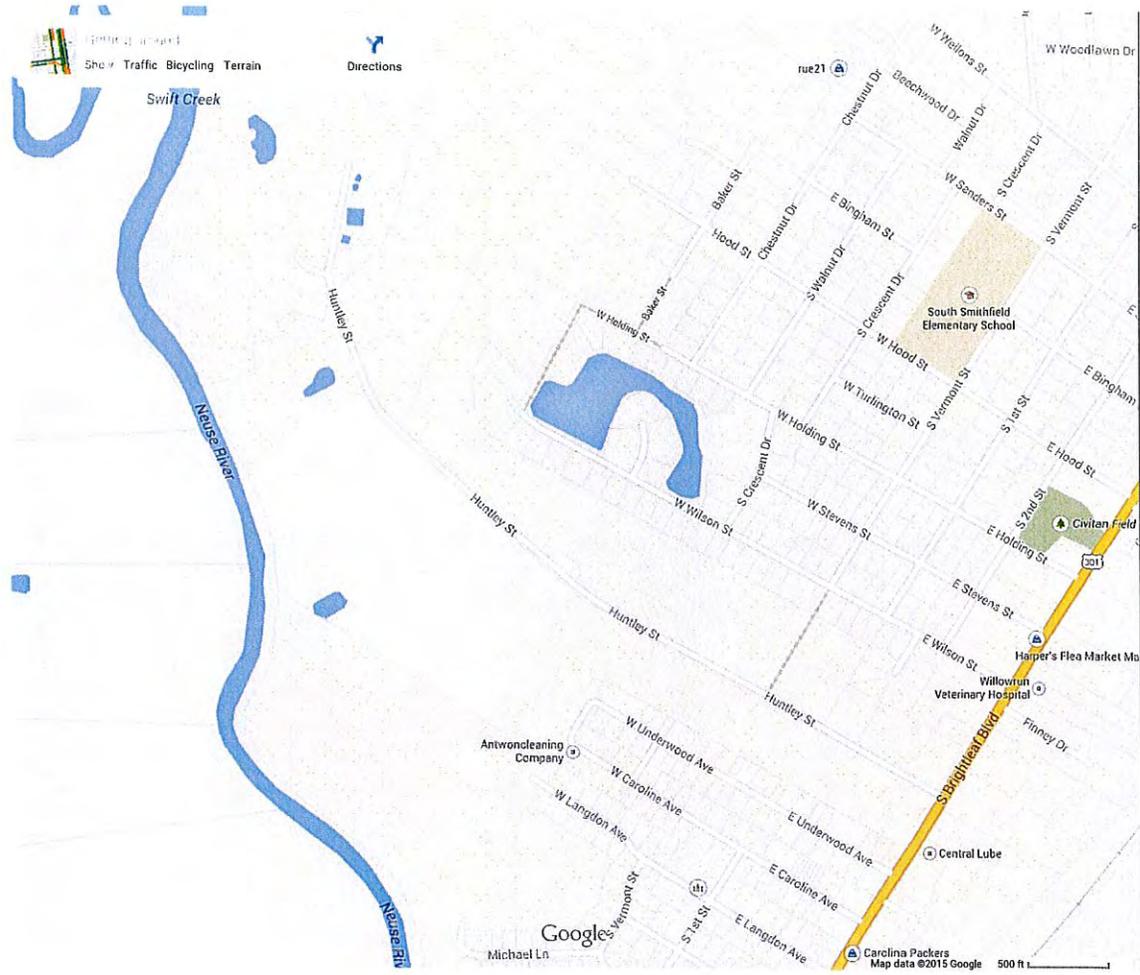
I have received three different complaints involving stop signs at different intersections in Town. I ask that these issues be placed on the May Council Agenda to allow for council discussion so I may receive some direction as to these complaints. I have attached maps of each intersection and photographs of the intersections so the councilmen can visualize these issues.

The first issue is at Wilson and Vermont Streets. This intersection currently has a three way stop sign. This intersection previously included the drive way to the South End Pool, which has since been sold and filled in. At this time I have no knowledge of what may happen with this property. Because the pool is no longer an issue at this intersection, the request is to remove the two stop signs on Wilson Street, to allow traffic to proceed from Brightleaf Boulevard to the end of Wilson, uninhibited. Other intersections on Wilson Street do not currently have stop signs for Wilson. By removing the stop signs, traffic may increase in speed on Wilson, which is a residential area.

The second issue is somewhat the inverse of issue one. The complaint is on Woodall Street. The complaint is about traffic going too fast on Woodall, as it approaches South Third Street. Woodall currently runs uninhibited from Brightleaf Boulevard to South Third Street. It is requested that a stop sign be put in place at South 4<sup>th</sup> Street, making this intersection a four-way stop. The intent is to slow traffic. Should the Council consider this request, a four-way stop may be better placed at the Woodall and South 5<sup>th</sup> Street intersection, as this is more centrally located on Woodall, and there currently exists an environmental slow down at South Fifth due to water runoff.

The Third issue is one of engineering. This is at the intersection of Chestnut and Maplewood. Currently Maplewood is considered the through street, while Chestnut is an intersecting street, dead ending into Maplewood. There exists one stop sign at this intersection. The stop sign is located on Maplewood, at Chestnut, as a vehicle would be heading west. This creates a traffic safety problem because traffic heading East on Maplewood and traffic turning from Chestnut, are not regulated. It is requested the stop sign be moved from its present location to Chestnut Street, stopping traffic on Chestnut attempting to turn in either direction onto Maplewood.

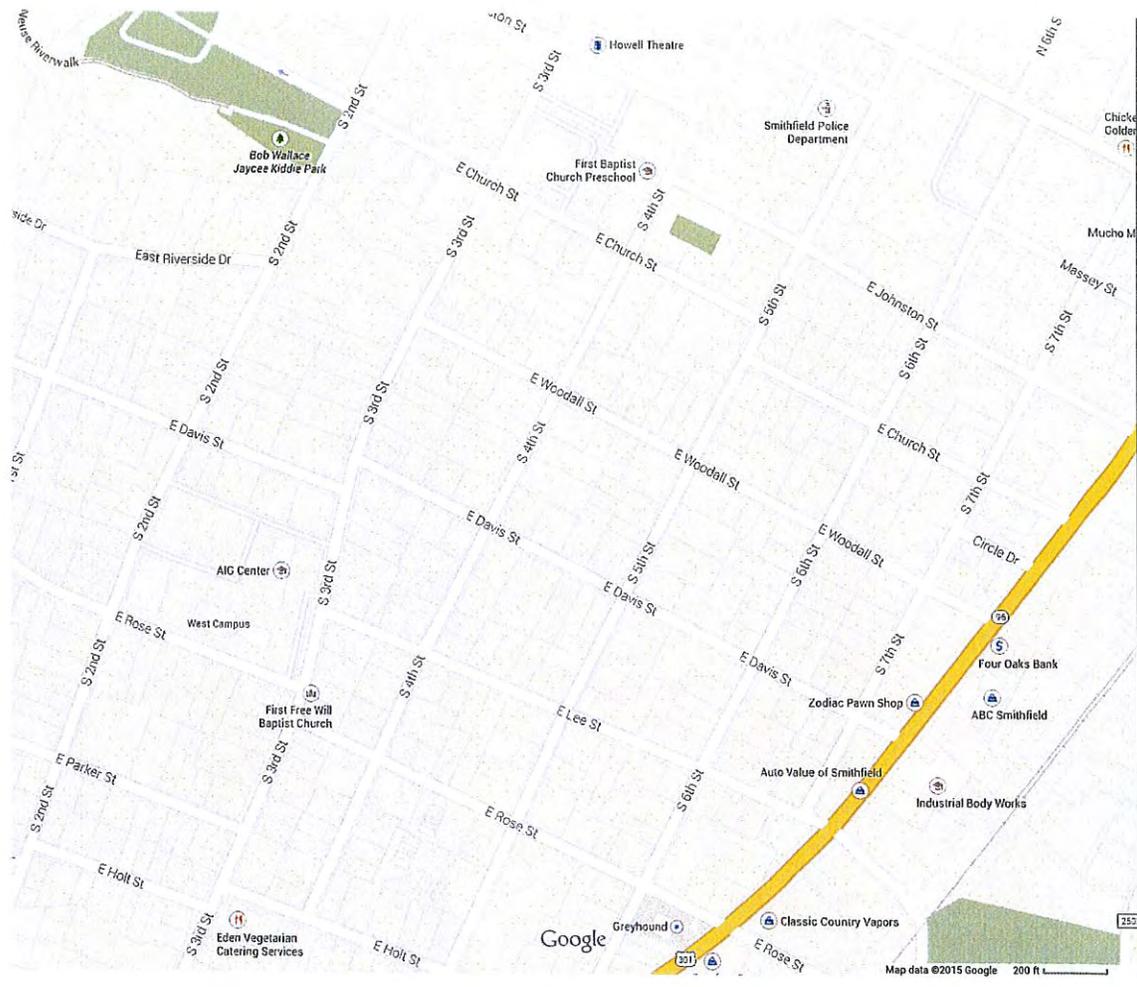
*Michael L. Scott*  
Chief of Police  
Smithfield Police Department





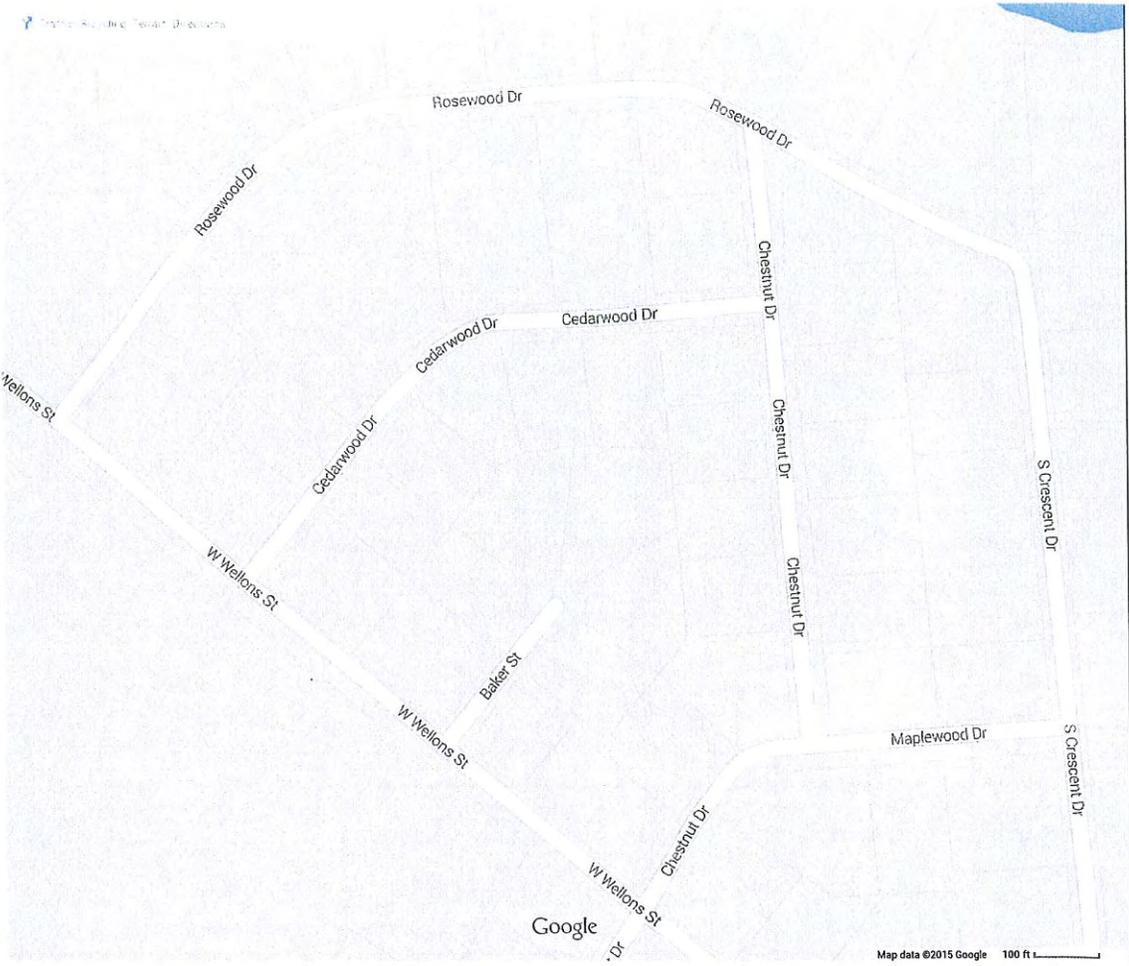
















**Town of Smithfield  
Town Council  
Action Form**

**Item: Report on Employee Primary Medical Insurance and Dental Insurance**

**Date of Meeting:** May 05, 2015

**Date Prepared:** April 28, 2015

**Staff Work By:** Tim Kerigan

**Presentation:** Paul Sabiston

**Presentation:**

Staff met with our insurance broker, Mark III, on April 15, 2015 to discuss renewal options based upon our up-to-date claims. Council discussed these options on April 21, 2015 and asked staff to summarize the options and the proposed potential increases to annual premiums for the Town. Below is that summary.

**Medical/Health Insurance (based upon 163 employees and retirees):**

<b><u>Option 1:</u></b>	<b><u>16.22% total increase to premium</u></b>	<b><u>Town increase</u></b>
	(a) If shared increase to dependent premiums	\$168,979
	(b) If Town caps dependent contributions	\$94,154
<b><u>Option 2:</u></b>	<b><u>9.0% total increase to premium</u></b>	<b><u>Town increase</u></b>
	(a) If shared increase to dependent premiums	\$93,711
	(b) If Town caps dependent contributions	\$52,216

**Dental Insurance (based upon 138 employees @ \$31.75 per employee per month):**

The Town currently pays per year: \$52,578

It is currently uncertain what cost options would be available to employees if dental insurance was an optional benefit rather than a Town-paid benefit.

Currently, the Town pays 100% of medical and dental insurance for full-time permanent employees. The Town also currently pays a portion of dependent medical insurance for employees choosing that benefit (55 employees). The Town also pays 100% of medical insurance for qualified retirees (25 retirees). The Town does not pay any amount for either dependent dental insurance or retiree dental insurance.

If the Town were to decide to not offer fully-paid dental insurance to full-time permanent employees, the overall net increases would be as follows:

**Total Medical/Health Insurance Options/Changes without Dental (\$52,578):**

<u>Option 1:</u>	<u>16.22% total increase to premium</u>	<u>Town increase</u>
	(a) If shared increase to dependent premiums	\$116,401
	(b) If Town caps dependent contributions	\$41,576
<u>Option 2:</u>	<u>9.0% total increase to premium</u>	<u>Town increase</u>
	(a) If shared increase to dependent premiums	\$41,133
	(b) If Town caps dependent contributions	\$363 (decrease)

**Action Requested:**

- Consider the options for providing primary medical/health insurance for the Town's employees and/or dependents.
- Consider the options for providing dental insurance for the Town's employees and/or dependents.



## 2015 – 2016 Renewal Options

	FCC: Current 2014 - 2015 First Carolina Care	FCC: Option 1: Renewal: L620V2 2015 - 2016 First Carolina Care	FCC: Option 2: L603V2 2015 - 2016 First Carolina Care	FCC: Option 3: L617V2 2015 - 2016 First Carolina Care
Primary Care Physician Visit	\$25	\$25	\$35	\$35
Specialist Physician Visit	\$35	\$35	\$45	\$50
Well Baby Care	100%	100%	100%	100%
Immunizations/Injection	100%	100%	100%	100%
Physical Exams	100%	100%	100%	100%
Pap Smears/Mammograms	100%	100%	100%	100%
Deductible	\$1,000	\$1,000	\$1,500	\$3,500
Deductible - Family Maximum	\$3,000	\$3,000	\$4,500	\$10,500
Total Out of Pocket (Includes deductible)	\$3,500/\$7,000	\$3,500/\$7,000	\$5,000/\$10,000	\$6,100/\$12,200
In-patient Hospital Services	Deductible/20%	Deductible/20%	Deductible/20%	Deductible/20%
Out-patient Hospital Services	Deductible/20%	Deductible/20%	Deductible/20%	Deductible/20%
Urgent Care	\$75	\$75	\$75	\$75
Emergency Room	\$150/20%/ER PHY: \$35	\$150/20%/ER PHY: \$35	\$150/20%/ER PHY: \$45	\$150/30%/ER PHY: \$50
Pharmacy	\$8/\$35/\$55	\$8/\$35/\$55	\$8/\$35/\$55	\$8/\$35/\$55
<b>Pharmacy Out of Pocket Maximum</b>		\$2,000/\$4,000	\$1,500/\$3,000	\$500/\$1,000
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
<b>Monthly Rates</b>	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Employee Only	\$447.84	\$520.49	\$488.13	\$462.25
Employee/Spouse	\$1,068.25	\$1,241.55	\$1,164.37	\$1,102.62
Employee/Children	\$906.03	\$1,053.01	\$987.55	\$935.18
Employee/Family	\$1,454.61	\$1,690.60	\$1,585.50	\$1,501.42
<b>Monthly Cost</b>		\$120,737.51	\$113,231.45	\$107,227.34
<b>Annual Cost</b>		\$1,448,850.12	\$1,358,777.40	\$1,286,728.08
		<b>Change</b>	<b>109.00%</b>	<b>103.22%</b>



## 2015 – 2016 Rate Options

2014 - 2015 Medical Plan Contribution						
	Town Premium	Town Contribution	Employee Premium	Employee Contribution	Total Premium	Total Contribution
Employee Only	108	\$447.84	\$48,366.72	\$0.00	\$447.84	\$48,366.72
Employee/Spouse	8	\$693.17	\$5,545.36	\$375.08	\$1,068.25	\$8,546.00
Employee/Children	39	\$693.29	\$27,038.31	\$212.74	\$906.03	\$35,335.17
Employee/Family	8	\$732.45	\$5,859.60	\$722.16	\$1,454.61	\$11,636.88
<b>Monthly Cost</b>			\$86,809.99	\$17,074.78		\$103,884.77
<b>Annual Cost</b>			\$1,041,719.88	\$204,897.36		\$1,246,617.24
	Percentage Paid					
			<b>83.56%</b>			<b>16.44%</b>

2015 - 2016 Medical Plan Contribution - Renewal Option 1						
	Town Premium	Town Contribution	Employee Premium	Employee Contribution	Total Premium	Total Contribution
Employee Only	108	\$520.49	\$56,212.92	\$0.00	\$520.49	\$56,212.92
Employee/Spouse	8	\$805.52	\$6,444.14	\$436.03	\$1,241.55	\$9,932.40
Employee/Children	39	\$805.76	\$31,424.77	\$247.25	\$1,053.01	\$41,067.39
Employee/Family	8	\$851.22	\$6,809.74	\$839.38	\$1,690.60	\$13,524.80
<b>Monthly Cost</b>			\$100,891.56	\$19,845.95		\$120,737.51
<b>Annual Cost</b>			\$1,210,698.78	\$238,151.34		\$1,448,850.12
	Change		116.22%	116.23%		116.22%
	Dollar Change		\$168,978.90	\$33,253.98		\$202,232.88
	Percentage Paid					
			<b>83.56%</b>			<b>16.44%</b>

2015 - 2016 Medical Plan Contribution - Renewal Option 1 - City Contribution toward Dependent Coverage Static						
	Town Premium	Town Contribution	Employee Premium	Employee Contribution	Total Premium	Total Contribution
Employee Only	108	\$520.49	\$56,212.92	\$0.00	\$520.49	\$56,212.92
Employee/Spouse	8	\$693.17	\$5,545.36	\$548.38	\$1,241.55	\$9,932.40
Employee/Children	39	\$693.29	\$27,038.31	\$359.72	\$1,053.01	\$41,067.39
Employee/Family	8	\$732.45	\$5,859.60	\$958.15	\$1,690.60	\$13,524.80
<b>Monthly Cost</b>			\$94,656.19	\$26,081.32		\$120,737.51
<b>Annual Cost</b>			\$1,135,874.28	\$312,975.84		\$1,448,850.12
	Change		109.04%	152.75%		116.22%
	Dollar Change		\$94,154.40	\$108,078.48		\$202,232.88
	Percentage Paid					
			<b>78.40%</b>			<b>21.60%</b>



# 2015 – 2016 Rate Options

2014 - 2015 Medical Plan Contribution						
	Town Premium	Town Contribution	Employee Premium	Employee Contribution	Total Premium	Total Contribution
Employee Only	108	\$447.84	\$48,366.72	\$0.00	\$0.00	\$48,366.72
Employee/Spouse	8	\$693.17	\$5,545.36	\$375.08	\$3,000.64	\$8,546.00
Employee/Children	39	\$693.29	\$27,038.31	\$212.74	\$8,296.86	\$35,335.17
Employee/Family	8	\$732.45	\$5,859.60	\$722.16	\$5,777.28	\$11,636.88
<b>Monthly Cost</b>			\$86,809.99	\$17,074.78	\$204,897.36	\$1,246,617.24
<b>Annual Cost</b>		Percentage Paid	\$1,041,719.88			
			<b>83.56%</b>		<b>16.44%</b>	

2015 - 2016 Medical Plan Contribution - Renewal Option 2						
	Town Premium	Town Contribution	Employee Premium	Employee Contribution	Total Premium	Total Contribution
Employee Only	108	\$488.13	\$52,718.04	\$0.00	\$0.00	\$52,718.04
Employee/Spouse	8	\$755.44	\$6,043.55	\$408.93	\$3,271.41	\$9,314.96
Employee/Children	39	\$755.67	\$29,471.26	\$231.88	\$9,043.19	\$38,514.45
Employee/Family	8	\$798.30	\$6,386.39	\$787.20	\$6,297.61	\$12,684.00
<b>Monthly Cost</b>			\$94,619.24	\$18,612.21	\$223,346.55	\$1,132,231.45
<b>Annual Cost</b>		Change	\$1,135,430.85			\$1,358,777.40
		Dollar Change	109.00%		109.00%	109.00%
		Percentage Paid	\$93,710.97		\$18,449.19	\$112,160.16
			<b>83.56%</b>		<b>16.44%</b>	

2015 - 2016 Medical Plan Contribution - Renewal Option 2 - City Contribution toward Dependent Coverage Static						
	Town Premium	Town Contribution	Employee Premium	Employee Contribution	Total Premium	Total Contribution
Employee Only	108	\$488.13	\$52,718.04	\$0.00	\$0.00	\$52,718.04
Employee/Spouse	8	\$693.17	\$5,545.36	\$471.20	\$3,769.60	\$9,314.96
Employee/Children	39	\$693.29	\$27,038.31	\$294.26	\$11,476.14	\$38,514.45
Employee/Family	8	\$732.45	\$5,859.60	\$853.05	\$6,824.40	\$12,684.00
<b>Monthly Cost</b>			\$91,161.31	\$22,070.14	\$226,841.68	\$1,132,231.45
<b>Annual Cost</b>		Change	\$1,093,935.72		\$129,266	\$1,358,777.40
		Dollar Change	105.01%		\$59,944.32	109.00%
		Percentage Paid	\$52,215.84			\$112,160.16
			<b>80.51%</b>		<b>19.49%</b>	



**Town of Smithfield  
Town Council  
Action Form**

**Item:** Resolution regarding Local Smithfield and Selma Area Schools

**Date of Meeting:** May 5, 2015

**Date Prepared:** April 29, 2015

**Staff Work By:** Town Manager

**Presentation:** Business Items

---

**Background:** Attached is a resolution relating to the Smithfield and Selma Area Schools and a request to the Johnston County School Board to improve these schools by all means possible including redistricting and additional funding.

This is part of the result of 3 years of work and meetings by the SSS Commission to improve the local schools serving Smithfield and Selma. The SSS commission also has requested the UNC School of Law Center for Civil Rights to conduct a study on our local school system for racial and socioeconomic injustice and related matters.

**Action Requested:** consider and approve the attached Resolution.

Also, the Town has budgeted up to \$20,000 to contribute toward a study or studies on the issues that impact our local schools. The UNC School of Law Center for civil rights has started such a study and has requested support for these studies from the Town. Please consider supporting these studies with these already budgeted funds.



**TOWN OF SMITHFIELD  
RESOLUTION # 561 (11-2015)**

**CONCERNING THE LOCAL SMITHFIELD AND SELMA SCHOOLS  
WITHIN THE JOHNSTON COUNTY SCHOOL DISTRICT**

**WHEREAS**, as a result of both recent and a 10-year history of poor test results on standardized testing for the public schools located within the Smithfield and Selma areas of Johnston County, including Smithfield Selma High School, Smithfield Middle School, Selma Middle School, South Smithfield Elementary School, West Smithfield Elementary School, Wilson's Mills Elementary School and Selma Elementary School ("Smithfield and Selma Area Schools"); and

**WHEREAS**, the Johnston County Board of Education ("BOE") has received repeated input from various citizen and parent groups over the last 10 years relating to the problems that have been created by the BOE in the Smithfield and Selma Area Schools as a result of ineffective districting, lack of funding, failure to properly maintain and supply related facilities, and to generally address the needs of these schools' student populations; and

**WHEREAS**, under the current school boundary lines in the Smithfield and Selma Area Schools of the Johnston County School System, including 1 high school, 2 middle schools and 4 elementary schools, there exists a minority concentration ranging from 64% to 88%, while the Johnston County School District in its entirety is approximately 39%, and the free and reduced lunch concentration in the Smithfield and Selma Area Schools ranges from a staggering 67% to 96%, while the Johnston County School District in its entirety is only 47% and much lower if the Smithfield and Selma Area Schools were removed from the calculation; and

**WHEREAS**, the current concentration of a disproportionately high number of minorities and socio-economically disadvantaged students in one area's sub-district, within a larger school district school, when other schools in close proximity have drastically smaller concentrations of these students, equates to de facto segregation and is potentially illegal under the United States and North Carolina Constitutions and, upon information and belief, as a part of its responsibility to provide an adequate education, redistricting must be addressed by the BOE and was and should have been a significant factor taken into consideration by the BOE as it considered and considers available alternative district lines for the new middle school in the Micro area and other new or planned expansions of schools now under consideration by the BOE; and

**WHEREAS**, the test scores and improvement scores for the Smithfield and Selma area are at the lowest of the schools in the entire Johnston County School System; and

**WHEREAS**, the recent Report Card from and by the North Carolina Department of Public Instruction indicated that all public schools in the Smithfield and Selma area were rated with a "D", except for one, Wilson's mills elementary, which received a "C", is an indication that the standardized testing results in those schools is unacceptable and deficient; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Smithfield Town Council is opposed to the BOE's existing districts and general lack of proper funding for the schools contained in the Smithfield and Selma Area Schools, which would continue the segregation of a disproportionately high number of minority and economically disadvantaged students at these schools, which contributes towards impairing the ability of the students who attend these schools to receive a sound basic education as guaranteed by both the North Carolina Constitution and the United States Constitution. The BOE's existing policies do nothing to address the vast disparity in minority and socioeconomically disadvantaged students that currently exists between the schools located in the Smithfield and Selma Area Schools and those that exist in the remainder of the Johnston County School District. The Smithfield Town Council encourages the BOE to redistrict these areas, provide adequate funding for the schools within those areas to address any and all needs of the current student population and anticipated future student populations, and to adequately fund the facilities for those same schools so as to guarantee those students a sound basic education that they are entitled to receive, and

**RESOLVED FURTHER**, that the Smithfield Town Council encourages the citizens of Smithfield, and others whose children attend the local public schools in Smithfield and Selma, to attend the public hearings by the BOE to speak to these issues.

**RESOLVED FURTHER** that the Smithfield Town Council is opposed to the BOE maintaining the *status quo* as **the status quo is not acceptable** as the de facto segregation of the Smithfield and Selma Area Schools is in violation of both the North Carolina and United States Constitutions and encourages the BOE to continue with a process that will provide balance and equity regarding the distribution of minority and economically disadvantaged students between the affected total schools of the entire Johnston County School System.

**RESOLVED FURTHER** that the continued segregation at impacted schools in Smithfield and Selma Area Schools and the resulting lower test scores that can and do result from segregated schools impairs economic development efforts of the Towns of Smithfield and Selma to recruit new business and industry and the creation of jobs for the citizens of Smithfield and surrounding communities.

Adopted this the 5<sup>th</sup> day of May, 2015 by the Smithfield Town Council.

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John H. Lampe II, Mayor

ATTEST:

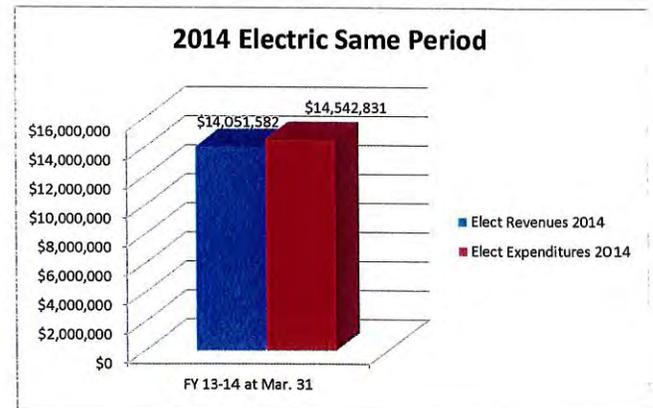
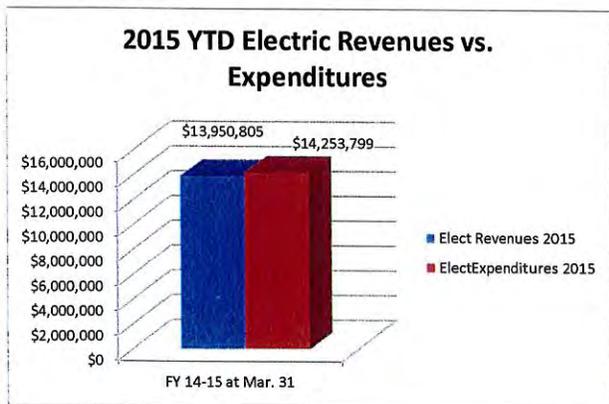
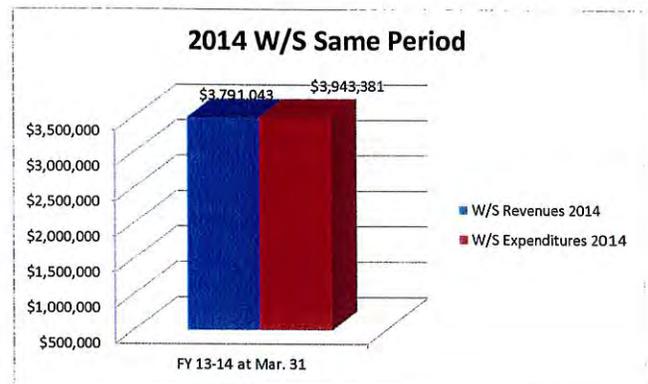
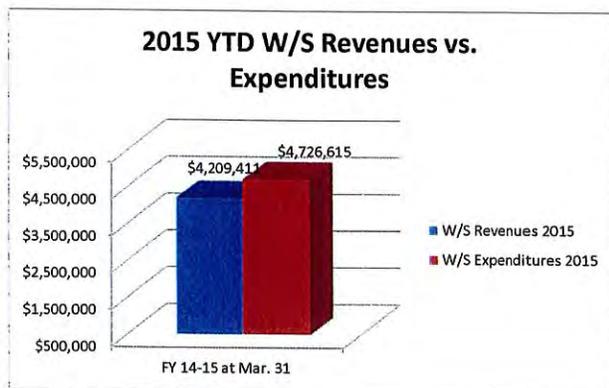
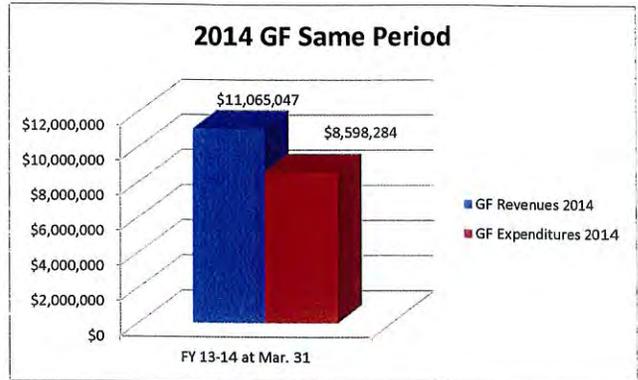
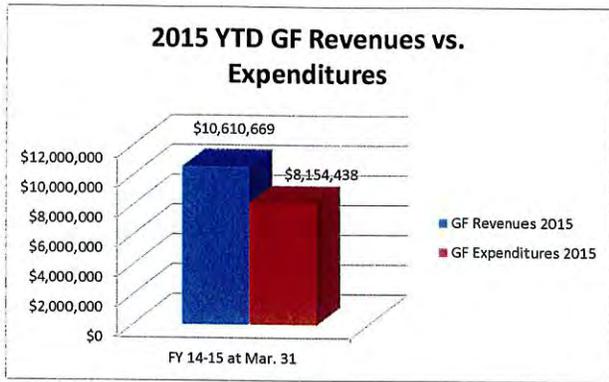
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Shannan L. Williams, Town Clerk

# Financial Report



## Town of Smithfield Revenues vs. Expenditures



**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**March 31, 2015**  
**Gauge:9/12 or 75 Percent**

**75.00%**

**GENERAL FUND**

<b>Revenues</b>	<b>Actual</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
	<b>FY '13-14</b>	<b>FY '14-15</b>	<b>FY '14-15</b>	<b>Collected</b>
Current & Prior Year Property Taxes	\$ 5,598,314	\$ 5,456,656	\$ 5,435,880	99.62%
Motor Vehicle Taxes	577,077	397,000	408,281	102.84%
Utility Franchise Taxes	812,577	829,000	475,571	57.37%
Local Option Sales Taxes	1,956,092	1,900,000	1,274,045	67.06%
Aquatic and Other Recreation	851,734	901,100	579,477	64.31%
Sanitation	1,327,104	1,301,200	896,203	68.88%
All Other Revenues	2,814,011	1,926,924	1,541,212	79.98%
Loan Proceeds	-	210,000	-	0.00%
Transfers	-	25,000	-	-
Fund Balance Appropriated	-	9,000	-	0.00%
<b>Total</b>	<b>\$ 13,936,909</b>	<b>\$ 12,955,880</b>	<b>\$ 10,610,669</b>	<b>81.90%</b>

<b>Expenditures</b>	<b>Actual</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
	<b>FY '13-14</b>	<b>FY '14-15</b>	<b>FY '14-15</b>	<b>Spent</b>
General Gov.-Governing Body	\$ 508,374	\$ 286,529	\$ 282,296	98.52%
Non Departmental	1,092,064	1,244,867	632,684	50.82%
Debt Service	1,511,857	1,387,757	957,547	69.00%
Finance	270,954	175,911	98,285	55.87%
Planning	288,246	378,983	220,745	58.25%
Police	3,065,645	3,341,688	2,296,416	68.72%
Fire	1,281,128	1,407,927	1,015,338	72.12%
EMS	2,754	-	932	#DIV/0!
General Services/Public Works	491,956	514,491	347,708	67.58%
Streets	757,815	876,818	382,561	43.63%
Motor Pool/Garage	83,475	89,192	60,442	67.77%
Sanitation	992,136	1,066,367	696,907	65.35%
Parks and Rec	816,585	821,624	528,245	64.29%
SRAC	868,672	972,415	634,332	65.23%
Contingency (Previously Part Of Gen Gov)	-	391,311	-	0.00%
Appropriations/Contributions	-	-	-	0.00%
<b>Total</b>	<b>\$ 12,031,661</b>	<b>\$ 12,955,880</b>	<b>\$ 8,154,438</b>	<b>62.94%</b>

YTD Fund Balance Increase (Decrease)

-

-

75.00%

**WATER AND SEWER FUND**

Revenues	Actual	Budget	Actual to Date	YTD %
	FY '13-14	FY '14-15	FY '14-15	Collected
Water Charges	\$ 2,772,525	\$ 2,100,000	\$ 1,389,033	66.14%
Water Sales (Wholesale)		\$ 650,000	\$ 516,788	79.51%
Sewer Charges	2,785,945	2,750,000	1,837,268	66.81%
Tap Fees	14,225	16,000	11,287	70.54%
All Other Revenues	11,124	12,800	39,300	307.03%
Loan Proceeds	-	415,585	415,735	100.04%
Fund Balance Appropriated	336,809	530,515	-	0.00%
Total	\$ 5,920,628	\$ 6,474,900	\$ 4,209,411	65.01%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '13-14	FY '14-15	FY '14-15	Spent
Water Plant	\$ 1,554,964	\$ 1,942,518	\$ 1,135,190	58.44%
Water Distribution/Sewer Coll (Less Transfers)	3,498,839	4,056,647	3,435,703	84.69%
Transfer to General Fund	357,841	85,404	85,404	100.00%
Transfer to W/S Capital Proj. Fund	372,810	-	-	#DIV/0!
Debt Service	136,174	183,235	70,318	38.38%
Contingency	-	207,096	-	0.00%
Total	\$ 5,920,628	\$ 6,474,900	\$ 4,726,615	73.00%

**ELECTRIC FUND**

Revenues	Actual	Budget	Actual to Date	YTD %
	FY '13-14	FY '14-15	FY '14-15	Collected
Electric Sales	\$19,554,076	\$ 19,270,000	\$ 13,305,170	69.05%
Penalties	425,863	375,000	331,687	88.45%
All Other Revenues	29,700	225,620	238,348	105.64%
Loan Proceeds	-	75,600	75,600	
Fund Balance Appropriated	-	-	-	
Total	\$20,009,639	\$ 19,946,220	\$ 13,950,805	69.94%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '13-14	FY '14-15	FY '14-15	Spent
Administration/Operations	\$ 2,012,095	\$ 2,101,386	\$ 1,911,743	90.98%
Purchased Power	16,438,243	16,212,548	11,973,169	73.85%
Debt Service	368,887	378,247	368,887	97.53%
Capital Outlay	36,443	563,239	-	
Contingency	609	447,258	-	
Transfers to General Fund	400,400	243,542	-	0.00%
Total	\$19,256,677	\$ 19,946,220	\$ 14,253,799	71.46%

**CASH AND INVESTMENTS**

General Fund (Includes P. Bill)	7,874,855			
Water and Sewer Fund	4,647,994			Interest Rate
Electric Fund*	5,714,129			
Capital Project Fund: Wtr/Sewer (45)	24,008	1st CITIZENS	11,053,716	0.20%
Capital Project Fund: General (46)	(163,550)	NCCMT	2,236,456	0.080%
Capital Project Fund: Electric (47)	5,836	FOUR OAKS	1,290,135	0.30%
Firemen Relief Fund (50)	180,261	KS BANK	3,621,534	.2, .65, &.8
Fire District Fund (51)	17,536	BB&T	-	0.12%
JB George Endowment (40)	102,295	PNC BANK	201,523	0.10%
Total	<u>\$ 18,403,364</u>		<u>\$ 18,403,364</u>	

\*Plug

Account Balances Confirmed By Finance Director on 4/13/2015

# Department Reports





**FINANCE DEPARTMENTAL REPORT FOR MARCH, 2015**

**SUMMARY OF ACTIVITIES:**

Daily Collections.....	\$3,246,306
Tax & Vehicle License.....	8,112
Franchise Tax.....	273,776
Sales & Use Tax.....	201,987
Powel Bill.....	0
<b>Total Revenue</b>	<b>\$3,730,181</b>

Expenditures: General, Water, Electric and Firemen’s Fund..... \$3,305,599

**FINANCE:**

- Compiled and submitted monthly Retirement Report on 3/31/ 2015
- Issued 56 purchase orders
- Processed 667 vendor invoices for payment and issued 339 accounts payable checks
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll tax on 3/13/15 and 3/27/15 respectively
- Issued 6 new privilege licenses; collected \$557.50 in payments
- Collected \$1628.50 in past due privilege license fees
- Processed 20 NSF Checks (Utility and SRAC)
- Calendar year-to-date bad debt collections total \$22,198 (EMS = \$7,111; SRAC = \$6,371; and Utility = \$8,716). **NOTE:** Due to tax rate changes at the state level in 2014, debt collections are down \$40,055 when compared to the same period last year... fewer North Carolina tax payers received tax refunds this filing year.
- Other month end data report attached

**FINANCE DIRECTOR**

- Attended Town Council regular meeting on March 3 , 2015
- Attended Town budget work shop meeting on March 17, 2015
- Invoiced Smithfield Housing Authority and Johnston Community College for resource officers
- Invoiced 4 grave openings
- Reviewed outstanding balances on privilege license accounts this period and collected \$1,628 in past dues this month. The total collected to date on past due accounts is \$3,161
- Volunteer Firemen were issued an adjustment check to make up the difference between last year’s payout and this year’s payout on March 13, 2015
- First Citizens Bank advised management of forthcoming service charges on the Town’s Central Depository account. Monthly charges are estimated to be about \$1,000 per month. Services charges were attempted in the last quarter of 2013, but later removed and refunded at the Finance Director’s request for failure to notify the Town
- Two meetings were held with Zachery Thornton of BB&T to explore options with our Central Depository account.

## Finance Department totals for March 2015

### Meter Reading

Actual Meters Read	9,981
Meters Loaded to Hand Held	10,206

### Billing/Collections

Bills Mailed	6,098	\$2,381,693.12
Area Lights Billed	926	\$18,837.02
JoCo Wholesale water	37,910	\$53,078.97
Load Mgmt AC credit	0	\$0.00
Load Mgmt water heater credit	602	-\$3,660.00
Adjustments	157	-\$25,508.86
Delinquent Accts/Late Fees	1,359	\$18,847.07
NSF - Utility Only	18	\$4,498.32
Refund Checks Issued	22	\$3,750.99
Door Hangers	104	
Disconnect for non-pay	173	
Reconnect for payment received	142	
Bank Drafts	701	\$417,498.06
Lockbox	1,307	\$770,165.77
ECO Payment Totals		
	IVR-phone	125
	On-Line (website)	237
		\$75,275.06 BOTH
Cash Window Transactions/Payments	4,511	\$1,959,956.41
Accts collected from Debt setoff	15	\$2,029.83 EMS
	10	\$1,677.62 SRAC
	18	\$2,164.21 Utility
Accts submitted to Debt Setoff	35	\$17,221.91 Utility
	0	\$0.00 SRAC

### Service Orders

Requested Orders	330	
Completed Orders	327	
	Terminated Accounts	141
	Meters Rechecked	48
	New Turn on Accounts	107
Meter Tamper / Meter Missing	3	

### Phone Call Usage

#### CSR - Elaine

		Duration
Inbound	675	17:28:40
Outbound	267	6:14:41

#### CSR/Collections - Audrey

Inbound	382	8:38:53
Outbound	193	2:49:21
<b>Collections - Cash Window#2</b>		
Inbound	121	1:59:51
Outbound	31	0:54:08
<b>Switch Board Operator x1101</b>		
Inbound	581	3:57:25
Outbound	90	8:06:13
<b>Total Town (Trunk Lines)</b>		
Inbound	5,151	149:46:48
Outbound	2,474	94:24:38



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

**BOARD ACTIONS REPORT - March 2015**

	March	Calendar Year to date
<b>Town Council</b>		
Rezoning	1	1
Conditional Use	1	1
Ordinance Amendment	0	0
Major Subdivisions	0	0
Annexations	0	0
Special Events	1	4

<b>Planning Board</b>		
Rezoning	0	1
Condition Use	0	1
Ordinance Amendment	0	0
Subdivisions	0	0
Annexations	0	0

<b>Board of Adjustment</b>		
Variance	1	1
Admin Appeal	0	0



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

**PERMITS ISSUED MONTHLY REPORT- March 2015**

		Permit Fees	Permits Issued
Site Plan	Major Site Plan	\$359	3
Site Plan	Minor Site Plan	\$225	3
Zoning	Land Use	\$1,000	10
Zoning	Sign	\$350	7
	<b>Total:</b>	<b><u>1,933.95</u></b>	<b><u>23</u></b>
	<b>Fiscal YTD Total:</b>	<b>16,188.45</b>	<b>201</b>

Permit #	Permit Type	Sub Type	Business Name	Project Address
Z15-000024	Zoning	Land Use	Simple Twist	227 East Market Street
Z15-000025	Zoning	Sign	Run Right Auto	801 Whitley Farm Road
Z15-000027	Zoning	Land Use	Great Clips	1202 North BRIGHTLEAF Boulevard
SP15-000009	Site Plan	Minor Site Plan	fence	506 Rosewood Drive
Z15-000028	Zoning	Land Use	Tranquil Transitions	506 Rosewood Drive
SP15-000010	Site Plan	Major Site Plan	Antenna change out	110 South Fifth Street
Z15-000031	Zoning	Land Use	All Insurance Services, LLC	332 North BRIGHTLEAF Boulevard
Z15-000032	Zoning	Sign	All Insurance Services LLC	332 North BRIGHTLEAF Boulevard
Z15-000030	Zoning	Land Use	Verizon Wireless	110 South Fifth Street
Z15-000035	Zoning	Sign	Food Lion	851 West MARKET Street
Z15-000036	Zoning	Sign	Food Lion	901 South BRIGHTLEAF Boulevard
Z15-000033	Zoning	Sign	Simple Twist	227 East Market Street
Z15-000034	Zoning	Sign	Gallery Furniture	721 North BRIGHTLEAF Boulevard
Z15-000037	Zoning	Sign	Coach	1025 OUTLET CENTER Drive
SP15-000011	Site Plan	Major Site Plan	Kobe Steakhouse Site Plan	1525 East Market Street
SP15-000012	Site Plan	Minor Site Plan	Open sided shelter	750 BOOKER DAIRY Road
Z15-000038	Zoning	Land Use	As Seen On TV	1025 Outlet Center Drive
Z15-000039	Zoning	Land Use	Christopher & Banks	1025 Outlet Center Drive
SP15-000013	Site Plan	Minor Site Plan	New Construction	3463 Swift Creek Road
Z15-000041	Zoning	Land Use	Seasons Fine Hats & Associates	513 East MARKET Street
Z15-000042	Zoning	Land Use	Biscuit Stop	820 South BRIGHTLEAF Boulevard
Z15-000040	Zoning	Land Use	JoCo DSS Admin Offices	415 North SEVENTH Street



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

## CODE COMPLIANCE MONTHLY REPORT 2015

	Mar-15	Calendar Year To date
Written Violations	116	266
Resolved Violations	111	256
On Site Meetings	156	332
Temporary Signs Violations	91	289
Temporary Signs Removed	91	289
Condemned Structures Removed	1	3
Community Volunteers	10	22
Families Helped By Volunteers	5	5



**TOWN OF SMITHFIELD  
POLICE DEPARTMENT  
MONTHLY REPORT  
MONTH ENDING March 31, 2015**

**I. STATISTICAL SECTION**

Month Ending Mar. 31, 2015	Mar-15	Mar-14	Total 2015	Total 2014	YTD Difference
Calls For Service	1735	2235	5217	6637	-1420
Incident Reports Completed	188	181	498	486	12
Cases Closed	209	177	511	461	50
Accident Reports	70	77	204	191	13
Arrest Reports	148	127	364	316	48
Burglaries Reported	04	08	20	37	-17
Drug Charges	55	35	96	82	14
DWI Charges	14	20	25	36	-11
Citations Issued	270	319	888	820	68
Speeding	43	92	222	307	-85
No Operator License	81	84	237	254	-17
Registration Violations	42	35	123	144	-21

**II. PERSONNEL UPDATE**

One vacancy remains within the patrol division. At this point the SRO position at the Neuse Charter School is not scheduled to be filled for the 2015-26 school year. Two Captain Promotions were completed.

**III. MISCELLANEOUS**

Mandatory in-service training was continued in March. The department received its first CALEA Accreditation. Traffic accidents went down this month for the first time in 14 months. Accidents are still higher in 2015 than at this time in 2014. The department organized a multi-jurisdictional drug round up, culminating in over 60 defendants and 300 felony charges.

## REPORTED UCR OFFENSES FOR THE MONTH OF MARCH 2015

PART I CRIMES	March 2014	March 2015	+/-	Percent Changed	Year-To-Date 2014	Year-To-Date 2015	+/-	Percent Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	0	2	2	N.C.
ROBBERY	2	2	0	0%	4	5	1	25%
Commercial	0	0	0	N.C.	2	0	-2	-100%
Individual	2	2	0	0%	2	5	3	150%
ASSAULT	11	5	-6	-55%	21	7	-14	-67%
* VIOLENT *	13	7	-6	-46%	25	14	-11	-44%
BURGLARY	7	3	-4	-57%	34	19	-15	-44%
Residential	5	3	-2	-40%	19	13	-6	-32%
Non-Resident.	1	0	-1	-100%	5	4	-1	-20%
Commercial	1	0	-1	-100%	10	2	-8	-80%
LARCENY	46	59	13	28%	125	141	16	13%
AUTO THEFT	4	2	-2	-50%	6	4	-2	-33%
ARSON	0	0	0	N.C.	0	0	0	N.C.
* PROPERTY *	57	64	7	12%	165	164	-1	-1%
PART I TOTAL:	70	71	1	1%	190	178	-12	-6%
PART II CRIMES								
Drug	37	36	-1	-3%	89	94	5	6%
Assault Simple	10	14	4	40%	32	47	15	47%
Forgery/Counterfeit	1	3	2	200%	2	6	4	200%
Fraud	5	16	11	220%	21	35	14	67%
Embezzlement	0	0	0	N.C.	0	1	1	N.C.
Stolen Property	3	1	-2	-67%	5	5	0	0%
Vandalism	10	7	-3	-30%	35	19	-16	-46%
Weapons	1	2	1	100%	7	6	-1	-14%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	N.C.	0	2	2	N.C.
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	1	1	N.C.	1	4	3	300%
D. W. I.	19	14	-5	-26%	33	24	-9	-27%
Liquor Law Violation	0	0	0	N.C.	2	0	-2	-100%
Disorderly Conduct	2	0	-2	-100%	2	2	0	0%
Obscenity	0	1	1	N.C.	0	1	1	N.C.
Kidnap	1	0	-1	-100%	1	0	-1	-100%
All Other Offenses	2	4	2	100%	15	16	1	7%
PART II TOTAL:	91	99	8	9%	245	262	17	7%
GRAND TOTAL:	161	170	9	6%	435	440	5	1%

N.C. = Not Calculable

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Town of Smithfield  
**Fire Department**  
 Month Ending: March 2015

I. Statistical Section

Responded to:

<u>9</u>	Total Structure Fires Dispatched
<u>2</u>	Confirmed Structure Fires (Our District)
<u>3</u>	Confirmed Structure Fires (Other Districts)
<u>116</u>	EMS/Rescue Calls
<u>4</u>	Vehicle Fires
<u>13</u>	Motor Vehicle Accidents
<u>6</u>	Fire Alarms (Actual)
<u>6</u>	Fire Alarms (False)
<u>16</u>	Misc./Other Calls
<u>7</u>	Mutual Aid (Received)
<u>7</u>	Mutual Aid (Given)
<b>170</b>	<b>TOTAL EMERGENCY RESPONSES</b>

Conducted	<u>76</u>	Fire Inspections/Compliance Inspections
Conducted	<u>1</u>	Public Fire Education Programs
	<u>1</u>	Adults in Attendance
		Children in Attendance
Conducted	<u>    </u>	Plans Review Construction/Renovation Projects
Issued	<u>    </u>	Fire Code Citations
Issued	<u>    </u>	Fire Lane Citations
Completed	<u>11</u>	Consultation/Walk Through
Completed	<u>13</u>	Re-Inspections
Completed	<u>    </u>	Fire Investigations

II. Major Revenues

Inspections: \$ 1, 550.00

Major Expenses for the Month:

III. Personnel Update: Chief Harris announced retirement effective June 30<sup>th</sup>, 2015

IV. Narrative of monthly departmental activities:

- Staff participated in the planning process of a full scale disaster exercise to be held Saturday April 18<sup>th</sup> at the Johnston County Airport.

**Town of Smithfield  
Public Works Department  
March 31, 2015**



277 Total Work Orders completed by the Public Works Department

6 Burials, at \$700.00 each = \$4,200.00

0 Cremation Burial, \$400.00 each = \$0

\$2,000.00 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

396.01 tons of household waste collected

170 tons of yard waste collected

7.03 tons of recycling collected

40 Animal Control work orders completed

11 Cats transported to Animal Shelter

7 Dogs transported to Animal Shelter

**Town of Smithfield**  
**Public Works Appearance Division**  
**Cemetery, Landscapes, and Grounds Maintenance**  
**Buildings, Facilities, and Sign Division**  
**Monthly Report**  
**March 31, 2015**



**I. Statistical Section**

- 6 \_\_\_\_\_ Burials
- 6 \_\_\_\_\_ Works Orders – Buildings & Facilities Division
- 7 \_\_\_\_\_ Work Orders – Grounds Division
- 49 \_\_\_\_\_ Work Orders – Sign Division

**II. Major Revenues**

Sunset Cemetery Lot Sales:	\$2,000.00
Riverside Ext Cemetery Lot Sales:	\$0.00
Grave Opening Fees:	\$4,200.00
Total Revenue:	\$6,200.00

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

\$3,300.00 to It's Gotta Go Tree Service for removal of Oak tree on E Johnston Street also 10 stumps were grinded.

**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 safety meeting was on "Fire Extinguisher Safety".

**Town of Smithfield**  
**Public Works Drainage/Street Division**  
**Monthly Report**  
**March 31, 2015**



**I. Statistical Section**

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 8 - Work Orders – 17.41 Tons of Asphalt was placed in 6 utility cuts, 1 overlay and 2 potholes.
- c. Street crew crack sealed all streets on 14-15 resurfacing project.
- d. 72LF of curb and gutter, 1 driveway approach and 978LF of sidewalk panels were replaced.
- e. 30 - Work Orders – 3,638lbs. of Cold Patch was used for 108 Potholes.
- f. 40 - Work Orders were completed regarding Animal Control related issues. 11 Cats and 7 Dogs were transported to the Animal Control Shelter.

**II. Major Revenues**

None for the month

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

\$1,350 to HD Supply for two pallets of Perma Patch Asphalt, \$1,252.61 to Northern Toole & Equipment for salt spreader attachment, \$12,500 to Smithfield Diesel for engine overhaul of tandem dump truck.

**IV. Personnel Update:**

Martin Araiza Martinez was hired as Street Maintenance Worker.

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

The Public Works safety meeting was on "Fire Extinguisher Safety".

**Town of Smithfield  
Public Works Department  
March 2015 Drainage Report**

Location: Berkshire and Cambridge, 910 & 7 Berkshire Rd, 7<sup>th</sup> and Caswell, Dots Lot, 851 Country Club Road, Maple and Cherry, 46 Peedin, 250, 545, 809, 633, 388, 259, 37, 26 Venture Drive, Venture and Peedin, Johnston and 7<sup>th</sup>, MLK near Lemay, West and Lee, North Ave, Woodsdale Drive, McCullers and Stancil, Canterbury and S Sussex, 46 Peedin, Ava and NBL, 15 Peedin, Outlet Center Drive and Venture, Venture and Magnolia, N Equity Drive, 502 NBL, s 2<sup>ND</sup> AND Sanders,  
Starting Date: 3/2/2015  
Completion Date: 3/30/2015  
Description: 108 potholes were filled with 3,638lbs. of Perma Patch asphalt.  
Man-hours: 40hrs.  
Equipment: 404 pickup plus hand tools.  
Materials: 72.75 Bags of Perma Patch asphalt.

Location: Town Parking Lot beside Wells Fargo Bank.  
Starting Date: 3/3/2015  
Completion Date: 3/4/2015  
Description: Removed 9 trees from parking island.  
Man-hours: 32.5hrs.  
Equipment: 420 Cat backhoe, 405 Dump Truck,, 313 Knuckle boom.  
Materials: N/A

Location: Lassiter Street from N 7<sup>th</sup> and 8<sup>th</sup>, E Bingham from 1<sup>st</sup> to 2<sup>nd</sup>, Martin from Broadway to Dead End, Old Goldsboro Road from Pine Street to Dead end, Willow Street from Broadway to Dead End, Berkshire Road from Cambridge to Creek, Collier from Massey to Harris, Park Ave from W Market to Longview, Elm Street from Rogers to Dead End, Pace Street from Wilson Mills to Flowers, S 2<sup>nd</sup> from E Hood to Holding  
Starting Date: 3/9/2015  
Completion Date: 3/24/2015  
Description: Crack sealed resurfacing project streets.  
Man-hours: 96.5hrs.  
Equipment: 409 truck with crack seal machine plus hand tools.  
Materials: 263 blocks of crack seal material.

Location: 501 Hancock, Brogden and SBL, Pitchi and NBL.  
Starting Date: 3/13/2015  
Completion Date: 3/13/2015  
Description: Repaired 3 utility cuts and 1 overlay area.  
Man-hours: 16.5hrs.  
Equipment: 420 Cat backhoe, 406 flatbed and 402 pickup.  
Materials: 5.28 tons of I2 asphalt.

Location: 509 Hancock, 215 W Caswell, 212 E Davis, 311 Bridge, 214 Rose.  
Starting Date: 3/18/2015  
Completion Date: 3/18/2015  
Description: Repaired 3 utility cuts and 2 potholes.  
Man-hours: 13hrs.  
Equipment: 420 Cat backhoe, 406 flatbed and 402 pickup.  
Materials: 5.06 tons of I2 asphalt.

Location: 706 Caswell Street.  
Starting Date: 3/23/2015  
Completion Date: 3/23/2015  
Description: Repaired damaged driveway culvert.  
Man-hours: 2hrs.  
Equipment: 420 Cat backhoe, 402 pickup.  
Materials: Two 80lbs. bags of concrete.

Location: N Equity Drive near San Marcos & Perfect 10.  
Starting Date: 3/25/2015  
Completion Date: 3/25/2015  
Description: Backfilled low shoulders along roadway with rock.  
Man-hours: 4.5hrs.  
Equipment: 420 Cat backhoe, 406 flatbed.  
Materials: 6 yards of ABC stone.

Location: 317 and 319 Dundee Street.  
Starting Date: 3/30/2015  
Completion Date: 3/30/2015  
Description: Repaired large sinkhole area around ditch culvert for positive drainage.  
Man-hours: 6hrs.  
Equipment: 420 Cat backhoe, jet truck and 402 pickup plus hand tools.  
Materials: 1 yard of 3000psi concrete.

Location: First Street between Holding and Stevens.  
Starting Date: 3/30/2015  
Completion Date: 3/30/2015  
Description: Repaired asphalt that was damaged by roots for positive drainage.  
Man-hours: 15hrs.  
Equipment: 420 Cat backhoe, 406 flatbed and 402 pickup.  
Materials: 7.07 tons of I2 asphalt.



## Sidewalk Repair List

<b>SIDEWALK LOCATION REPAIRS MARCH 2015</b>				<b>SIZE</b>	<b>DATE OF REPAIR</b>
WO # 11226(3/15)	415 S. 3rd St. & Davis St. (Davis St. side)	Sidewalk Repair / David Hinton Construction	5' x 20'	3/13/2015	
#11228(3/15)	414 N 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 15'	3/13/2015	
#11217 (3/15)	317 S. 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 25'	3/13/2015	
#87 (3/06), 11042 (3/15)	320 S. 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 86' x 4"	3/4/2015	
#11232 (3/15)	S. 2nd St. between Davis St. & Riverside Dr.	Sidewalk Repair / David Hinton Construction	5' x 192'	3/6/2015	
#76(3/06)/#11216(3/15)	401 S 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 60'	3/13/2015	
#77 (3/06)/#11215(3/15)	405 S 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 5'	3/13/2015	
#86 (3/06)/#11218(3/15)	406 S. 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 20'	3/13/2015	
11/5/2012/#11219(3/15)	408 S 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 15'	3/13/2015	
# 11214 (3/15)	409 S. 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 10'	3/13/2015	
#85 (3/06)/#11220(3/15)	412 S. 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 15'	3/13/2015	
#79 (3/06)/#11213(3/15)	413 S. 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 25'	3/13/2015	
#84 (3/06)/#11221(3/15)	414 S. 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 5'	3/13/2015	
#80 (3/06)/#11212(3/15)	415 S. 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 10'	3/13/2015	
#81 (3/06)/#11211(3/15)	417 S. 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 10'	3/13/2015	
#11222 (3/15)	420 S 2nd St.	Sidewalk Repair / David Hinton Construction	5' X20'	3/13/2015	
#11223(3/15)	422 S 2nd St.	Sidewalk Repair / David Hinton Construction	5'X60'	3/13/2015	
#11227(3/15)	109 E. Davis St.	Sidewalk Repair / David Hinton Construction	5' x 5'	3/13/2015	
#11209 (3/15)	S. 2nd St. & Davis St./ Ramp	Sidewalk Repair / David Hinton Construction	5' x 10'	3/13/2015	

## Sidewalk Repair List

#11210 (3/15)	203 E Davis St. (2nd St. Side of House)	Sidewalk Repair / David Hinton Construction	5' X 5'	3/13/2015
10042 (3/06)/#11041(3/15)	422 S 2nd Street (Davis St. side)	Sidewalk Repair / David Hinton Construction	5' x 10' x 4"	3/4/2015
#11224(3/15)	S. 2nd St. & Johnston St.	Sidewalk Repair / David Hinton Construction	5' x 50' x 4"	3/25/2015
# 11225 (3/15)	311 E. Davis St.	Sidewalk Repair / David Hinton Construction	5' x 45'	3/25/2015
#5755 (10/12)	211 E. Parker St.	Sidewalk Repair / David Hinton Construction	5' x 45' x 4"	3/4/2015
#5755 (10/12)	213 E. Parker St.	Sidewalk Repair / David Hinton Construction	"	3/4/2015
11040 (3/13)	406 E. Lee St.	Sidewalk Repair / David Hinton Construction	5' x 50' x 4"	3/4/2015
11040 (3/13)	408 E. Lee St.	Sidewalk Repair / David Hinton Construction	"	3/4/2015
11040 (3/13)	410 A E. Lee St.	Sidewalk Repair / David Hinton Construction	"	3/4/2015
#8438 (1/14)	508 S. 4th St. (WO # 10559)	Sidewalk Repair / David Hinton Construction	5' x 15' x 4"	3/4/2015
#10431 (11/14)	Front St. & W. Market St.	Handicap ramp repair	4' x 5' x 4"	3/4/2015
#10559(12/14)	508 S. 4th St. (W/O # 8438)	Sidewalk Repair / David Hinton Construction	5' x 15' x 4"	3/4/2015
#10666 (12/14)	Front St. in front of Neuse Little Theater	Sidewalk Repair / David Hinton Construction	5' x 30' x 4"	3/4/2015
# 11229 (3/15)	102 W. Parker St.	Sidewalk Repair / David Hinton Construction	5' x 35'	3/25/2015
#11230 (3/15)	105 W. Parker St.	Sidewalk Repair / David Hinton Construction	5' x 15'	3/25/2015
#11231 (3/15)	107 W. Parker St.	Sidewalk Repair / David Hinton Construction	5' x 25'	3/25/2015
#11208 (3/15)	609 S. 2nd St.	Sidewalk Repair / David Hinton Construction	5' x 25'	3/13/2015

## Curb Gutter Repair List

Curb & Gutter Repairs (March 2015)					
<u>W.O. #</u>	<u>LOCATION</u>	<u>District</u>	<u>SIZE</u>	<u>CONTRACTOR / REPAIR DATE</u>	
#10870(2/15)	101 E. Johnston St.	2	Replace 20` of curb & gutter	David Hinton Co., 3/4/2015	
#11044 (2/15)	Davis St.	2	Replace 30 ` of curb	David Hinton Co., 3/4/2015	
#11045(2/15)	406 Birch St.	4	Replace 22` of curb	David Hinton Co., 3/4/2015	
#11045(2/15)	406 Birch St.	4	Repaired Driveway Approach	David Hinton Co., 3/4/2015	

**Town of Smithfield  
Public Works Sanitation Division  
Monthly Report  
March 31, 2015**



**I. Statistical Section**

The Division collected from approximately 4100 homes, 4 times during the month

- a. Sanitation forces completed 38 work orders
- b. Sanitation forces collected 396.01 tons of household waste
- c. Sanitation forces disposed of 85 loads of yard waste and debris at Spain Farms Nursery
- d. Recycling forces collected 0.33 tons of clean wood waste (pallets)
- e. Town's forces collected 1.63 tons of construction debris (C&D)
- f. Town's forces disposed of 150 scrap tires
- g. Recycling forces collected 4.94 tons of recyclable plastic
- h. Town's forces collected 1,920 lbs. of cardboard
- i. A total of 0 gallons of cooking oil was collected at the convenience site
- j. Disposed of 2,260 lbs. of plastics & glass
- k. Disposed of .76 tons of newspapers in March

**II. Major Revenues**

- a. Received \$0.00 from Omni Source for disposal of 0 lbs. of Appliances/Loose Scrap
- b. Received \$36.57 from Sonoco Products for cardboard material
- c. Sold 0 lbs. of aluminum cans for \$0.00
- d. Sold 3,140 lbs. of shredder steel for \$180.55 to Omni Source
- e. Received \$12.38 from News and Observer for disposal of .57 tons of newspaper in February.

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

Carolina Environmental Systems, Inc. was paid \$3,325.00 for the purchase of fifty 95-gal. rollout containers. ERJ Hydraulics/Donald Creech was paid \$945.00 to rebuild the hydraulic and grapple cylinders and repair the line swivel on the Knuckle boom Loader Truck. Sampson Bladen was paid \$603.01 for motor oil and hydraulic fluid. Spain Farms Nursery was paid \$1,024.00 for disposal of 32 loads of yard debris.

**IV. Personnel Update:**

None for the month

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

The department worked closely with Parks & Recreation and Downtown Development on providing traffic control devices and event containers for special events held at the Parks. The Public Works safety meeting was on "Fire Extinguisher Safety".

**Town of Smithfield  
Public Works Fleet Maintenance Division  
Monthly Report  
March 31, 2015**



**I. Statistical Section**

- 6   Preventive Maintenances
- 4   North Carolina Inspections
- 60  Work Orders

**II. Major Revenues**

None for the month

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

McClung's was paid \$960.00 to do some rewiring in the Public Works Building, and to wire the shop for the air compressor.

**IV. Personnel Update:**

None for the month

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

The shop employee performed preventive maintenances on all Town owned generators. The Public Works safety meeting was on "Fire Extinguisher Safety".



**PARKS & RECREATION  
SMITHFIELD RECREATION AND AQUATICS CENTER  
MONTHLY REPORT  
MARCH, 2015**

**I. Parks and Recreation and SRAC Programs/Events**

Programs/Events in progress of recently completed: **31**  
Total Contacts with Program Participants: **1915** \*(registered participants)  
SRAC member visits > **6648\***(does not include spectators, meeting attendees, etc.)  
SRAC paid day pass visitors > **818**  
SRAC complimentary day pass visitors > **28**  
SRAC Facility Rentals (Banquet Room, Gym, M-P Room, Pool,) > **53 Rentals**  
P&R Athletic games, practices and tournaments > **124** (participants included in "Total" above)  
P&R Facility Rentals (fields, shelters, etc.) > **884** people (21 Rentals)  
**TOTAL DIRECT CONTACTS > 15,858**

**II. Budget Information**

Through 2/28/15 & YTD:  
Parks and Recreation Expenditures > approximately 64.5%  
SRAC Expenditures > approximately 66.5%  
SRAC Revenues collected > approximately 61.6%

**III. Highlights**

Hosted State Special Olympics 3 on 3 Basketball Tournament  
Hosted USSSA Wallace Ashly, III Relay for Life Softball Tournament  
Hosted State Gymnastics Meet with 400 participants and 1200+ spectators



**SMITHFIELD**  
NORTH CAROLINA  
Utilities Department  
Monthly Report  
March 2015

- **Statistical Section**

- Electric CP Demand was 19.896 kW relative to February's demand of 28.318 kW.
- Electric System Reliability for was 99.99% relative to February's 99.99%.
- Raw water treated on a daily average was 2.983 MG relative to 3.627 MG for February with maximum demand of 4.151MG relative to February's 4.290 MG.
- Total finished water to the system was 80.165MG relative to February's 89.560 MG. Average daily for the month was 2.586 MG relative to February's 3.199 MG. Daily maximum was 3.329MG (Monday, March 16) relative to February's 3.824 MG. Daily minimum was .724MG (Monday, March 30), relative to February's 2.738 MG.
- Clearwell was drained the on Monday, March 30<sup>th</sup> for inspection and cleaning. Is was back on line by Friday, April 3. The Town was on County water during this period. Several minor repairs to the plant were made during this period.

- **Miscellaneous Revenues**

- Electrical sales were \$1,631,528 relative to February's sales of \$1,706,966.
- Water sales were \$157,072 relative to February's \$159,630.
- Sewer sales were \$212,318 relative to February's \$217,424
- Johnston County Water purchases were \$53,079 relative to February's \$80,217.

- **Major Expenses for the Month**

- Electricity purchases were \$1,225,349 relative to February's \$1,389,376
- Johnston County sewer charge was \$325,481 for 106.837MG relative to February's \$291,974 for 95,839 MG.

- **Personnel Changes**

- Ken Griffin resigned his position as the Public Utilities Director as of March 27, 2015. He has moved to Virginia to take a County Administrator position. Pete Connet, former Smithfield City Manager/ Interim Utilities Director, has returned to help fill these duties until June 30, 2015.

**Town of Smithfield  
Water Treatment Plant**

All figures are in MGD.

Date	Rate of Flow	Hrs. Operated	Raw Treated	March Plant Totals		Plant Usage	Finish to Dist. System	% of RAW TREATED TO SYSTEM
				Finish Metered	Plant Usage			
1	4.25	18.0	3.219	2.768	0.0957	2.672	83.02	
2	4.25	20.5	3.577	3.308	0.1030	3.205	89.60	
3	4.25	22.5	3.940	3.301	0.1031	3.198	81.16	
4	4.25	12.0	2.221	1.734	0.0853	1.649	74.23	
5	4.25	17.0	3.031	2.543	0.0917	2.451	80.87	
6	4.25	19.0	3.251	2.865	0.0962	2.769	85.17	
7	4.25	19.0	3.288	2.812	0.0940	2.718	82.66	
8	4.25	17.0	3.028	2.621	0.0893	2.532	83.61	
9	4.25	14.5	2.743	2.430	0.0928	2.337	86.21	
10	4.25	19.5	3.438	2.956	0.0986	2.857	83.11	
11	4.25	15.5	3.232	2.431	0.0909	2.340	72.40	
12	4.25	17.0	3.050	2.678	0.0929	2.585	84.76	
13	4.25	19.0	2.875	2.520	0.0909	2.429	84.49	
14	4.25	16.5	2.934	2.621	0.0904	2.531	86.25	
15	4.25	19.0	3.355	3.104	0.0964	3.008	89.65	
16	4.25	20.5	3.604	3.329	0.1015	3.228	89.55	
17	4.25	23.0	4.151	2.984	0.1025	2.882	69.42	
18	4.25	15.0	2.798	2.523	0.0912	2.432	86.91	
19	4.25	14.0	2.457	2.305	0.0882	2.217	90.22	
20	4.25	17.0	3.044	2.528	0.0901	2.438	80.09	
21	4.25	16.5	2.953	2.565	0.0913	2.474	83.77	
22	4.25	16.5	3.001	2.672	0.0916	2.580	85.98	
23	4.25	17.5	3.213	2.872	0.0963	2.776	86.39	
24	4.25	19.5	3.539	3.027	0.0992	2.928	82.73	
25	4.25	18.0	3.480	2.814	0.0960	2.718	78.10	
26	4.25	18.5	3.402	3.009	0.0996	2.909	85.52	
27	4.25	16.5	3.009	2.530	0.0925	2.438	81.01	
28	4.25	16.5	3.027	2.706	0.0949	2.611	86.26	
29	4.25	18.0	3.158	2.885	0.0968	2.788	88.29	
30	4.25	2.0	0.461	0.724	0.0653	0.659	142.89	
31	0.00	0.0	0.000	0.000	0.000	0.000	#DIV/0!	
Total	127.50	515.0	92.479	80.165	2.808	77.357	83.65	
Avg	4.11	16.6	2.983	2.586	0.094	2.495		
Max	4.25	23.0	4.151	3.329	0.103	3.228		
Min	0.00	0.0	0.000	0.000	0.065	0.000		



**Town Of Smithfield  
WATER AND SEWER  
Monthly Report  
MARCH 2015**

**I. Statistical Section**

- REPLACED 8 WATER METERS
- SET 1 METERS FOR NEW ACCOUNTS
- REPAIRED 9 LEAKS
- REPAIRED 6 SEWERS
- WASHED 15948 FEET SEWER LINES
- MADE 0 WATER TAPS, AND 0 SEWER TAP

**II. Major Revenues**

- NA
- 

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

New Vac Truck

**IV. Personnel Update**

- 

**V. Miscellaneous Activities:**

- RODDED 16 SEWER SERVICES
- REPAIRED 2 FIRE HYDRANTS
- SERVICE CALLS 110
- LOCATES 315
- CHECK 18 LIFT STATIONS DAILY
- FLUSHED DEAD ENDS 1 TIME

# HYDRANT FLUSHING

1.163.225 Gallons

## SMITHFIELD WATER PLANT DISTRIBUTION SAMPLING SITE PLAN

STREET NAME	DATE	CHLORINE	TIME	GALLONS	PSI	STREET NAME	DATE	CHLORINE	TIME	GALLONS	PSI
Castle Drive	3/20/2015	1.2	15	5310	10	White Oak Drive	3/26/2015	1.5	15	5310	10
Stephson Drive	3/20/2015	1.2	15	5310	10	Brookwood Drive	3/26/2015	1.4	15	5655	5
Garner Drive	3/17/2015	1.6	15	7965		Runnymede Place	3/26/2015	1	15	5310	10
Computer Drive	3/20/2015	1.4	15	5310	10	Nottingham Place	3/26/2015	1.2	15	5310	10
Elm Drive	3/20/2015	1	15	5310	10	Heritage Drive	3/26/2015	1.4	15	5310	10
Hillcrest Drive					10	Regency Drive	3/18/2015	1.2	15	19500	60
Skyland Drive	3/17/2015	1.6	15	5310	10	Randers Court	3/17/2015	1.2	15	15930	40
Eason Street	3/17/2015	2.8	15	15930	40	Noble Street					40
Holland Drive	3/20/2015	2	15	9750	15	Fieldale Dr#1(L)					40
Parkway Drive	3/26/2015	1.2	15	15930	40	Fieldale Dr#2(R)					40
Bratford Street	3/26/2015	1.4	15	7965		Noble Plaza #1	3/25/2015	1	15	5310	10
Kellie Drive	3/17/2015	1.8	15	7965		Noble Plaza #2	3/25/2015	0.8	30	10620	10
Edgewater	3/26/2015	1.2	15	7965		Pinecrest Street					10
Edgecombe	3/26/2015	1.2	15	15930	40	Ava Gardner	3/29/2015	1.5	90	143.370	
Magnolia circle	3/17/2015	1.4	15	7965		Waddell Drive	3/19/2015	2.5	15	5310	10
Valley Wood	3/26/2015	1.2	15	15930	40	Heather Court	3/17/2015	1.2	15	15930	40
Creek Wood	3/26/2015	1.2	15	15930		Reading Place	3/17/2015	1.2	15	15930	40
Kay Drive	3/19/2015	2	15	9750	15	S. Sussex Drive	3/26/2015	1.2	15	7965	
Huntington Place	3/26/2015	2.4	15	10095	1	Henly Place	3/19/2015	2.5	15	8715	12
N. Lakeside Drive	3/26/2015	2.2	15	9435	14	Furlonge Street	3/19/2015	2	15	8715	12
Cypress Point	3/26/2015	2	15	8715	12	Aspen Drive	3/20/2015	1.5	15	8715	12
Quail Run	3/26/2015	2	15	10095	1	Cedar Drive	3/20/2015	1	15	5310	10
British Court	3/26/2015	1.8	15	11550	2	Oak Drive	3/20/2015	2	15	9430	14
Tyler Street	3/26/2015	2.4	15	19500	60	Pine Street	3/20/2015	2	15	9750	15
Rainbow Drive	3/18/2015	2.5	15	19500	60	Birch Street	3/20/2015	2	15	8715	12
Rainbow Circle	3/18/2015	2.4	15	19500	60	East Street	3/19/2015	1.2	15	15930	40
Moonbeam Circle	3/18/2015	2.5	15	19500	60	West Street	3/19/2015	1.2	15	17820	50
Yelverton Road	3/19/2015	2	15	15930	40	Ward Street	3/19/2015	1.2	15	15930	40
Ray Drive	3/20/2015	1.4	15	15930	40	Edenwood					
Will Drive	3/20/2015	1.4	15	15930	40	Water Samples	5 Times			309.750	40
Golden Corral	3/19/2015	2	15	10080	16	Davis Street	3/19/2015	1.5	15	8715	12
Shelterway						Wellons Street	3/18/2015	1.2	15	15930	40
THM Samples						Caroline Ave.	3/19/2015	1.5	15	5310	10
Michael Lane	3/18/2015	1.4	15	15930	40	Johnston Street	3/19/2015	2	15	9750	15
Crestview Drive						HWY 210 LIFT ST.	3/17/2015	0.6	15	7965	
Coor Farm Supply	3/20/2015	1.4	120	20320		Old Goldsboro Rd.	3/20/2015	1.2	60	42480	



## MONTHLY WATER LOSS REPORT

MARCH 2015

¾" LINE – 1/16" HOLE – 1 DAYS

¾" LINE-1/16" HOLE- 4 DAYS

¾" LINE – 1/8" HOLE – 1 DAY

2" LINE – 1/8" HOLE - 1 DAY

2" LINE- 1/16" HOLE - 7 DAYS

2" LINE – ½" HOLE – 1 DAY

1" LINE – 1/16" HOLE – 1 DAY

1" LINE- 1/16" HOLE – 5 DAYS

1" LINE – 1/8" HOLE – 1 DAY



**Town of Smithfield  
Electric Department  
Monthly Report  
March, 2015**

**I. Statistical Section**

- Street Lights repaired -19
- Area Lights repaired -9
- Service calls - 34
- Underground Electric Locates -244
- Poles changed out or installed -15
- Underground Services Installed -1

**II. Major Revenues**

- N/A

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

- N/A

**IV. Personnel Update:**

- The Utility Dept. had a Safety Meeting about General Electrical Mishaps.

**V. Miscellaneous Activities:**

- Replace 4 scoreboards for Parks & Recreation.