



Mayor

M. Andy Moore

Mayor Pro-Tem

John A. Dunn

Council Members

Marlon Lee

David Stevens

Travis Scott

David Barbour

Stephen Rabil

Roger A. Wood

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council

Agenda

Packet

Meeting Date: Tuesday, April 7, 2020

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING APRIL 7, 2020
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentation: None

Public Hearings: None

Citizens Comments

Consent Agenda Items:

1. Approval of Minutes:
 - a. March 3, 2020 – Regular Meeting
 - b. March 3, 2020 – Close Session (Under Separate Cover).....1
2. Consideration and request for approval to adopt a Remote Meeting Policy for the members of the Town Council (Town Manager- Michael Scott) See attached information.....17
3. Proclamation – Proclaiming April 18, 2020 as Electric Lineman Appreciation Day in the Town of Smithfield. (Public Utilities Director – Ted Credle) See attached information.....21
4. Consideration and request for approval to amend the Electricities Nextgrid Hosting Services Agreement (Public Utilities Director – Ted Credle) See attached information.....25
5. Consideration and request for approval to enter into an agreement with CSX to allow the Town to work within the railroad’s right-of-way (Public Utilities Director – Ted Credle) See attached information.....43

6. Consideration and request for approval to enter into negotiations with Carolina Recreation and Design for the design build of the Splash Pad at Smith Collins Park
(Parks and Recreation Director – Gary Johnson) See attached information.....63

7. Consideration and request for approval to adopt Resolution #657 (06-2020) accepting the public improvements in Bella Square subdivision for maintenance
(Planning Director – Stephen Wensman) See attached information.....117

8. Consideration and request for approval to enter into a wayfinding sign easement agreement for a G1-Gateway Monument Sign to be located **on Allen Wellon’s property at 3195 Buffalo Road**
(Planning Director – Stephen Wensman) See attached information.....127

9. Consideration and request for approval to purchase five Dodge Durango vehicles from Performance Automotive
(Chief of Police – R. Keith Powell) See attached information.....135

10. Consideration and request for approval to proceed with production of the Town’s Welcome and Informational Booklet
(HR Director/ PIO – Tim Kerigan) See attached information.....141

11. New Hire Report
(HR Director/ PIO – Tim Kerigan) See attached information.....143

Business Items:

1. S-18-01 – East River PUD Master Plan and Preliminary Plat Reapproval
(Planning Director – Stephen Wensman) See attached information.....145

Councilmember’s Comments

Town Manager’s Report

- Financial Report.....167
- Department Reports.....171
- **Manager’s Report**

Recess until a date and time approved by the Town Council

Consent Agenda Items

the study. The first author (SM) was the primary investigator and was responsible for the design, data collection, and data analysis. The second author (MM) was responsible for the data analysis and the third author (MM) was responsible for the data collection.

2. Methods

2.1. Design

The study was a descriptive study that aimed to explore the experiences of nurses in the intensive care unit.

2.2. Participants

The study was conducted in a tertiary care hospital in the north of Iran. The study was conducted in the intensive care unit of the hospital. The study was conducted in the intensive care unit of the hospital. The study was conducted in the intensive care unit of the hospital.

2.3. Data collection

The data were collected through semi-structured interviews. The interviews were conducted with nurses who were working in the intensive care unit. The interviews were conducted with nurses who were working in the intensive care unit. The interviews were conducted with nurses who were working in the intensive care unit.

2.4. Data analysis

The data were analyzed using content analysis. The data were analyzed using content analysis. The data were analyzed using content analysis. The data were analyzed using content analysis. The data were analyzed using content analysis.

2.5. Ethical approval

The study was approved by the ethics committee of the hospital. The study was approved by the ethics committee of the hospital. The study was approved by the ethics committee of the hospital.

2.6. Results

The results of the study are presented in the following table. The results of the study are presented in the following table. The results of the study are presented in the following table. The results of the study are presented in the following table. The results of the study are presented in the following table.

2.7. Discussion

The study highlights the challenges faced by nurses in the intensive care unit. The study highlights the challenges faced by nurses in the intensive care unit. The study highlights the challenges faced by nurses in the intensive care unit. The study highlights the challenges faced by nurses in the intensive care unit. The study highlights the challenges faced by nurses in the intensive care unit.

2.8. Conclusion

The study concludes that nurses in the intensive care unit face significant challenges. The study concludes that nurses in the intensive care unit face significant challenges. The study concludes that nurses in the intensive care unit face significant challenges. The study concludes that nurses in the intensive care unit face significant challenges. The study concludes that nurses in the intensive care unit face significant challenges.

The Smithfield Town Council met in regular session on Tuesday, March 3, 2020 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

John A. Dunn, Mayor Pro-Tem
Marlon Lee, District 1
David Stevens, District 2
Travis Scott, District 3
Dr. David Barbour, District 4
Stephen Rabil, At-Large
Roger A. Wood, At-Large

Councilmen Absent

Administrative Staff Present

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

Present:

Bob Spence, Town Attorney
Bill Dreitzler, Town Engineer

Administrative Staff Absent

CALL TO ORDER

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

INVOCATION

The invocation was given by Councilman Scott followed by the Pledge of Allegiance led by Adam Smith of Boy Scout Troop 57

APPROVAL OF AGENDA:

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

Add to the Consent Agenda:

11. Consideration and request for approval to allow Centenary United Methodist Church to close Market Street from Front Street to Second Street for an Easter reenactment. Approval was also needed to amend Ordinance #504 (Contained in Item #4 of the Consent agenda).
12. Consideration and request for approval to adopt Resolution # 656 (05-2020) adopting several policies required for the CDBG Housing Revitalization Grant. Approval was also needed to adopt the Budget Ordinance associated with the project.

Add to Close Session: NCGS 143-318.11(a) (4)

Add to the Business Items

5. Discussion concerning the Naming of Booker Dairy Road Extension

Unanimously approved.

PRESENTATIONS:

1. Smithfield Police Department's 2019 Officer of the Year

Police Captain James Grady addressed the Council on the Smithfield Police Department's 2019 Officer of the Year, Master Police Officer Sean Cook. Members of the department nominate officers for this award.

Once nominated, the Team Commanders vote based on the nominations on who will receive this award and it is presented to the Chief for final approval. Officer Cook has been with the Smithfield Police Department for 7 years. He has worked in the Patrol Division, has served as a Field Training Officer and is currently assigned to the Neuse Charter School as the School Resource Officer. Over the summer, Officer Cook assisted the Narcotics Division. Officer Cook is always willing to go above and beyond in the performance of his duties. He is an asset to the Department and the Town. He also won this award in 2014.

PUBLIC HEARINGS:

1. **Rezoning Request – True Line Surveying (RZ-20-02):** The applicant is requesting to rezone a 1.81-acre tract of land from the R-10 (Residential) zoning district to the R-6 (Residential) zoning district. The property considered for rezoning is located on north side of the intersection of South Second Street and East Holding Street and further identified as Johnston County Tax ID# 15058003F.

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

Planning Director Stephen Wensman addressed the Council on a zoning map amendment request by True Line Surveying to change the zoning district designation of property located on Second Street between E. Hood and E. Holding Streets, across from Civitan Field. Mr. Wensman explained the subject land was an undeveloped parcel currently in the R-10 zoning district, located to the west of Civitan Field. The applicant was requesting the rezoning to R-6 to facilitate the development of the lots. The property is guided for medium density residential in the comprehensive growth management plan, and the R-10, R-8 and R-6 are all considered medium density by today's standards. The max single-family density in the R-10 district is 4.356 units/acre. The max single-family density in the R-6 district is 7.26 units per acre. The County's GIS shows the property as a single 1.8 acres lot of record, however upon research and consultation with the Town Attorney, there exists 8 lots of record platted in 1963 as part of the E. J. Wellons Plat. The 8 lots are legal non-conforming in R-10 Zoning District. The lots do not conform to the 75-foot lot width or 10,000 sq. ft. lot area requirements of the R-10 District. The lots are currently buildable meeting the R-10 setback requirements. In the R-10 District, the lot frontage requirements are 75 feet & 10,000 sq. feet making the 8 lots legal non-conforming. The 8 lots are buildable as long as they meet setback requirements. The 8 lots mostly conform to the R-6 District with minimum lot frontage requirement of 60 feet. Each of the 8 lots were platted with approximately 59 feet of frontage. The 8 lots exceed the R-6 lot area requirements. Staff believes this rezoning is an unusual circumstance, given the lot dimensions and size are more consistent with the R-6 zoning than the R-10, and the lots were never developed. Furthermore, the zoning will serve as a transition from the O/I zoned parkland and the R-10 zoned residential beyond.

With approval of the rezoning, the Town Council is required to adopt a statement describing whether the action is consistent with adopted comprehensive plan and other applicable adopted plans and theta the action is reasonable and in the public interest. Planning Staff considers the action to be consistent and reasonable:

- **Consistency with the Comprehensive Growth Management Plan** -*The draft Future Land Use Map guides these properties for medium density residential land uses. The R-6 zoning district is considered medium residential district with a max single-family density of 7.26 units per acre.*
- **Consistency with the Unified Development Code** - *The development of the lots will require compliance with the R-6 District regulations which are a better fit with the min. lot dimensional requirements than the R-10 District.*
- **Compatibility with Surrounding Land Uses** - *The property considered for a rezoning is compatible because the proposed development will be developed at medium densities and the development will serve as a transition from the O/I district (Civitan Field) to the R-10 zoning beyond.*

Staff and the Planning Board recommend approval of RZ-20-02 with a consistency statement

declaring the request to be consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Mayor Moore asked if there were any questions from Council.

Councilman Scott questioned why the proposed rezoning was a better transition from the residential to industrial. Mr. Wensman responded the R-6 district because of its density serves as a buffer between the R-10 and O&I zoning districts.

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

Kirk Lane of True Line Surveying stated he was in attendance to answer any questions from the Council.

Frank Deans of 1211 South First Street stated the proposed property was currently a wooded lot that acted as a buffer for the residents on First Street. Those residents would like for it to remain a wooded lot.

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

Councilman Scott made a motion, seconded by Councilman Barbour, to approve the rezoning request in accordance with NCGS 160A-383 stating the petition is consistent with the Comprehensive Growth Management Plan and other applicable adopted Town plans and that it is reasonable and in the public interest based on staff's findings outlined on page 6 of the agenda packet. Unanimously approved.

CITIZEN'S COMMENTS: There were none

CONSENT AGENDA:

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

1. The following minutes were approved
 - January 15, 2020 – Recessed Meeting
 - February 4, 2020 – Regular Meeting
2. Special Event: Taking Strides Against Family Violence 5K – Approval was granted to allow the Johnston County Alumnae Chapter to conduct a 5k Walk/ Run on Saturday, May 2, 2020 from 7:00 and until 11:00 am of the Buffalo Creek Greenway. Amplified sound was also approved for this event.
3. Special Event: Carnival – Approval was granted to allow Powers & Thomas Midway Entertainment to hold a carnival at Carolina Premium Outlets located at 1025 Outlet Center Drive. Set up would be held April 6th-April 9th, the carnival would operate April 9th-19th and removal would be April 20th
4. Special Event & Adoption of Ordinance #504: Sudan Shriners Parade – Approval was granted to allow the Sudan Shriners to hold a parade on Saturday, May 16th from 12:00 pm until 12:30 pm. The request included the closure of Market Street from Sixth Street to Second Street and the use of amplified sound. Ordinance #504 was adopted as a requirement of NCDOT. {Amended at the meeting, Council authorized the closure of Market Street for Centenary United Methodist Church which was included in Ordinance # 504}

**ORDINANCE # 504
AN ORDINANCE DECLARING ROAD CLOSURES FOR THE**

**2020 SUDAN SHRINER'S PARADE AND FOR THE CENTENARY UNITED
METHODIST CHURCH'S EASTER REENACTMENT**

WHEREAS, the Town Council of the Town of Smithfield acknowledges a long tradition of allowing parades and other events for the pleasure of its citizens; and

WHEREAS, the Town Council of the Town of Smithfield has been petitioned by the Sudan Shriners Organization to hold a parade on May 16, 2020; and

WHEREAS, the Town Council of the Town of Smithfield has been petitioned by Centenary United Methodist Church to hold an Easter reenactment on April 5, 2020; and

WHEREAS, the Town Council of the Town of Smithfield acknowledges its citizens realize a financial benefit from holding these events; and

WHEREAS, the Town Council of the Town of Smithfield acknowledges these events require approximately two hours to install signing and traffic control to be provided by the Smithfield Police Department, and also requires approximately two hours for removing signs, traffic control and litter.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Smithfield pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure on May 16, 2020 from 11:30 am until 1:00 pm for the Sudan Shriners's Parade and a temporary road closure on April 5, 2020 from 4:00 pm until 6:00 pm for the Centenary United Methodist Church's Easter reenactment described portion of a State Highway System route are as follows:

Shriners's Parade Route Description:

Market Street (US70) from South 6th Street to South 2nd Street

Centenary United Methodist Church Easter Reenactment Route Description:

Market Street (US70) from Front Street to Second Street

5. Approval Resolution #655 (04-2020) and the low bid from BB&T (now Truist) for the Hook Lift Truck loan in the amount of \$199,345. Bid interest rates received were as follows:
- Civic FCU 2.95%
 - KS Bank 2.69%
 - United Community 2.37%
 - First Citizens Bank 2.27%
 - BB&T (Truist) 2.15%
 - PNC No bid submitted

Resolution # 655 (04-2020) Approving Financing Terms

WHEREAS: The Town of Smithfield, NC ("Borrower") has previously determined to undertake a project for the financing of a hook lift truck (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

- 1.The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated February 6, 2020. The amount financed shall not exceed \$199,345.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.15%, and the financing term shall not exceed five (5) years from closing.
- 2.All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may

consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

6. Bid was awarded to Garris, Grading and Paving in the amount of \$234,119.60 for the 2019-2020 Resurfacing Project. Bids received were as follows:

• Garris Grading & Paving	\$234,119.60
• Daniels Inc.	\$273,071.68
• ST Wooten	\$294,710.84
• Turner Asphalt	\$296,129.68
• Barnhill	\$299,994.34
• Tripp Bro's Inc.	\$305,159.82
• Selco	\$314,917.65
• Fred Smith Co.	\$352,118.42
• RDU Paving	\$362,712.04

7. Approval was granted to enter into an agreement with Ward and Smith, PA for legal services.
8. Approval was granted to allow the Fire Department to submit an Assistance to Firefighters Grant (AFG) to install an exhaust removal system for Station #2 and to replace the aging Air compressor
9. The following advisory board appointment was approved:
 - Keith Dimsdale was appointed to serve a first term on the Board of Adjustment
 - James E. Foy was appointed to serve a second term on the Parks and Recreation Advisory Commission
 - Crystal Roberts was appointed to serve a second term on the Public Library Board of

Trustees

10. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
P/T Pool Staff	P&R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Pool Staff	P&R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Recreation Staff	P&R – Recreation	10-60-6200-5100-0210	\$8.00/hr.
P/T SRAC Staff	P&R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.
P/T SRAC Staff	P&R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.
Police Officer II	Police	10-20-5100-5100-0200	\$18.59/hr. (\$41,567.24/yr.)

Current Vacancies

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Assistant Finance Director	Finance	10-10-4200-5100-0200
Facility Maintenance Specialist	P&R – Recreation	10-60-6200-5100-0200
Police Officer I (6 positions)	Police	10-20-5100-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

11. Approval was granted to allow Centenary United Methodist Church to amend it's approved Temporary Use Permit to include the closing of Market Street from Front Street to Second Street for its Easter Reenactment

12. Approval was granted to adopt Resolution # 656 (05-2020) adopting several policies required for the CDBG Housing Revitalization Grant. Approval was also granted to adopt the Budget Ordinance associated with the Project

**RESOLUTION # 656 (05-2020) TO ADOPT
POLICIES AND GUIDELINES FOR
THE TOWN OF SMITHFIELD
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS**

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

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

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

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

- Section 3 Plan
- Property Acquisition Policy
- Labor Standards Officer
- Language Access Plan

**Town of Smithfield
Community Development Block Grant Program
Local Jobs Initiative
Section 3 Plan
Local Economic Benefit for Low- and Very Low-Income Persons
March 3, 2020 – March 2, 2023**

I. APPLICATION AND COVERAGE OF POLICY

The Town of Smithfield is committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the Town of Smithfield has developed and hereby adopts the following Plan:

The Town will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CRF Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder

This Section 3 covered project area for the purposes of this grant program shall include Johnston County.

The Town will be responsible for implementation and administration of the Section 3 plan. In order to implement the Town policy of encouraging local residents and businesses participation in undertaking community development activities, the Town will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan shall apply to services needed in connection with the CDBG grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, the Town will identify certified Section 3 business suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the North Carolina Department of Administration Interactive Procurement System (IPS)'s "Search for Registered Vendors" link.

The Town will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources of subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Johnston County Employment Security Commission shall be notified and referred to the contractor.

Each contract under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information.

II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

The Town will take the following steps to assure that low income residents and businesses within the community development project area and within Johnston County are used whenever possible:
(Describe below)

1. The Town will directly solicit Section 3 businesses using IPS certified Section 3 business listings.
2. Assure that potential construction bidders make a “best faith” effort to use certified Section 3 businesses using IPS data bases.

Please check the methods to be used for the Section 3 program in your community:

- The Town will place a display advertisement in the local newspaper containing the following information:
 - i. A brief description of the project
 - ii. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
 - iii. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.
- Residents and businesses will be encouraged to participate in applicable state, federal, and/or community action agencies job training programs that may be offered in the area.
- Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:
 - i. Advertisement in the local newspaper
 - ii. Posting of Section 3 Plan at the Town Municipal Building
 - iii. Town of Smithfield, Town Council meeting when project activities and schedules are discussed

The Town will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents
2. Encourage public works contractors to hire local area residents

The Town will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

III. RECORDS AND REPORTS

The Town will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of NC Department of Commerce, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

The Town shall report annually the Section 3 numbers using the form HUD 60002 to the North Carolina Department of Commerce at the end of the calendar year as part of the Annual Performance Report (APR).

IV. MONITORING COMPLIANCE

The Town may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

V. COMPLAINTS CONTACT

Please provide the main contact in case that any complaint is received from the general public on Section 3 compliance (including name, phone number, address, and email):

Michael Scott, Manager
Town of Smithfield
305 East Market Street/P.O. Box 761
Smithfield, North Carolina 27577
Phone: 919-934-2116
E-mail: michael.scott@smithfield-nc.com

**Town of Smithfield
Community Development Block Grant Program
Property Acquisition Policy**

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

WHEREAS, the acquisition of real property, easements, and rights of way are eligible activities under the rules and regulations regarding the Community Development Block Grant Program administered by the State of North Carolina.

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

1. The Town of Smithfield will follow the procedures outlined in Section .0301of the North Carolina Community Development Block Grant Program Regulations (15 NCAC 13L) to acquire property using Community Development Block Grant funds.

**Town of Smithfield
Community Development Block Grant Program
Labor Standards Officer**

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

Whereas, the use of these funds requires that Federal Davis Bacon requirements be met on applicable construction activities financed all or in part using CDBG funds.

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

1. Skip Green, Skip Green and Associates, Inc. is designated as the Town of Smithfield’s Labor Standards Officer to review and check for Federal labor compliance as required by CDBG regulations.

**Providing Meaningful Communication with Persons with Limited English Proficiency
Town of Smithfield
March 3, 2020 through March 2, 2023**

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

POLICY:

In order to avoid discrimination on the grounds of national origin the Town of Smithfield will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the Town has to ensure LEP individuals can communicate effectively.

DEFINITIONS:

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the Town who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with Town staff.

Title VI Compliance Officer: The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the Town and speak a primary language other than English and have limited English proficiency.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The Town of Smithfield will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” provided by Community Investment and Assistance (CI)) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTERPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officer:

Michael Scott, Manager
Town of Smithfield
350 East Market Street/P.O. Box 761
Smithfield, North Carolina 27577
Phone: 919-934-2116
Fax: 919-934-1134
E-mail: michael.scott@smithfield-nc.com

(Note: The Town must notify the CI Compliance Office immediately of changes in name or contact information for the Title VI compliance officer.)

Check all methods that will be used:

- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (***provide the list***);
- Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

Language Line Solutions

Have agreed to provide qualified interpreter services. The agency's telephone number is **1-800-752-6069**, and the hours of availability are 24 hours a day.

- Other (***describe***):

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

3. PROVIDING WRITTEN TRANSLATIONS

- i. When translation of vital documents is needed, the Town of Smithfield will submit documents for translation into frequently-encountered languages.
- ii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, for LEP individuals.

4. PROVIDING NOTICE TO LEP PERSONS

The Town of Smithfield will inform LEP persons of the availability of language assistance, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE TOWN FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

All interpreters and translators needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry at the Town of Smithfield Municipal Building.

Notification will also be provided by an annual notification in a local newspaper.

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

I. Compliance Procedures, Reporting and Monitoring

A. Reporting

The Town will complete an annual compliance report and send this report to CI. (Format will be supplied by CI)

B. Monitoring

The Town will complete a self-monitoring report on a quarterly basis, using

a standardized reporting system (attached). These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the CI upon request.

The Town will cooperate, when requested, with special review by the CI.

II. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

The Town will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <http://www.nccommerce.com/cd/community-investment/forms-resources/compliance-plans-and-templates>.

The Town will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The Town will notify the appropriate section within CI of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to CI. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The CI Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

If not resolved by CI, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

Unanimously approved

Business Items:

1. Consideration and request for approval to allow the Police Department to submit a grant application to the Governors Highway Safety program to create a traffic safety team

Chief of Police R. Keith Powell addressed the Council on a request to apply for the Governor's Highway Safety Grant. He explained the Police Department wished to submit the grant application to create a two-officer traffic team within the Police Department. The grant would not be awarded until October 2020, which would be in the new budget cycle. The grant is a three-year grant. The grant would cover all personnel expenses and equipment expenses for a two-officer traffic safety team. This includes vehicles, vehicle equipment, radios, video cameras, radar equipment, officer salaries and benefits, officer equipment, potential salary increases during the grant period, fuel for the patrol vehicles during the three-year period. Equipment purchases are all included in year one and not spread over the 3-year period. For the first year, the grant would cover \$242,492 of the cost. The Town's portion would be \$36,374.00. For the second year, the grant would cover \$122,008.00 of the costs. The Town's portion would be \$36,602.40. For the third year, the grant would cover \$122,008.00 with the Town's Portion being \$61,004.00.

Councilman Barbour questioned the current number of vacancies in the Police Department. Chief of Police R. Keith Powell explained there were six vacancies. This grant would add two additional officers to the Police Department.

Councilman Wood made a motion, seconded by Councilman Barbour to allow the Smithfield Police Department to apply for a grant from the Governors Highway Safety Program to create a two-man traffic team. Unanimously approved.

2. Consideration and request for approval to accept the Spring Branch Stormwater Grant

Planning Director Stephen Wensman addressed the Council on a request to accept a grant in the amount of \$100,000 for the Spring Branch Community Restoration Project. Mr. Wensman explained the total cost for the project was estimated at \$200,500 which left a shortfall of \$100,500. The project would be designed to restore approximately 500 linear feet of Spring Branch and create/restore approximately 0.75-acres of emergent wetland. The project will provide flood attenuation, decreasing flooding of residents downstream of the project site; improve water quality, decreasing nutrient laden suspended sediment into the Neuse River, contributing to the reduction of deadly algal blooms in the Pamlico Sound, and dramatically improve habitat for aquatic flora and fauna within Spring Branch. The project will create a focal point for the community of Smithfield by incorporating a greenway within the project site; allow for the expansion of the existing community garden on site; and provide educational opportunities for students from preschool to college. Town staff has made an inquiry to wetland mitigation bankers asking whether the project could qualify as wetland credits. Also, contingency funds could be used for the \$100,500 shortfall.

Councilman Stevens made a motion, seconded by Councilman Wood, to accept the grant in the amount of \$100,000. Unanimously approved.

3. Consideration and request for approval to allow staff to move forward with the Downtown Wi-Fi Project

Economic Development Liaison Tim Kerigan addressed the Council on a request to move forward with the Downtown Wi-Fi Project. Mr. Kerigan explained the Downtown Wi-Fi project would provide the public and visitors Wi-Fi in the Downtown area approximately from Neuse River to Fifth Street and Johnson Street to Bridge Street. This "mesh network" stays connected while the user is in the entire identified area – no need to continuously connect/reconnect to individual "hot spots" This would not be for local business to replace their own current internet for secured business transactions, but to provide their customers Wi-Fi to enhance their experience and to attract more potential customers to the Downtown area Each visitor that accesses the Downtown Wi-Fi, must first adhere to terms of use. This allows our third-party vendor to monitor and protect the Town and all its users by limiting access to non-safe sites and by choosing times of availability. We would be able to track the number of visitors that access the Wi-Fi, times of usage and other valuable information that the Downtown businesses could use for better insight in attracting and retaining customers. The benefits of Wi-Fi would be better internet access for the public and better opportunities for the Town and the DSDC to share good news about our Town and our upcoming events. In emergency situations, and when

phone lines are not working properly, public Wi-Fi may be the one thing that allows people to get in contact with others. Not everyone can afford, or wants to pay for, unlimited data on their personal devices or wireless plans. Providing free Wi-Fi helps to remove those obstacles. Public Wi-Fi will ensure a better-connected society and a more technologically advanced Town

Cost of Downtown Wi-Fi for 2 Years

Set Costs

Materials and Installation:	\$23,285.00
Maintenance and Monitoring:	\$ 6,312.00
Total :	\$29,597.00

Current Internet Cost Options per Download/Upload Speeds

200/10 Mbps:	\$ 1,539.75
400/20 Mbps:	\$ 2,739.75
940/35 Mbps:	\$ 6,198.76

How to Pay for Downtown Wi-Fi

2-year plan with Download/Upload Speeds of 400/20 Mbps

Total Cost:	\$32,336.75
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Grant received by Town & DSDC:	\$25,000.00
Additional DSDC Commitment:	\$ 6,960.00
	\$31,960.00

Costs – Current Funding:	\$ (376.75)
	(Economic Development Initiative)

When Sarah Edwards and the Town Manager identified the \$25,000 grant that was available, both thought of it as a great opportunity for not only our Downtown area, but for other locations as well. Therefore, the DSDC and Town staff made efforts to proceed with minimal initial cost to the Town. We have already learned a great deal through staff research and local experts without great expenses paid to a consultant. Through implementation of this first phase, we expect to learn best practices on the potential expansion of the Wi-Fi project, which may include Town parks and other Town facilities, as well as other common locations and business districts

Councilman Scott questioned who would be responsible for the aging equipment. Mr. Kerigan responded this was a two-year commitment. Should it continue after the two-years period, the Town would provide those funds or could possibly partner with the DSDC for funding. Councilman Scott questioned if PEG funds could be used for this project. Mr. Kerigan responded those funds could not be used for this project. Councilman Scott asked Public Utilities Director Ted Credle if this would interfere with the Nextgrid system. Mr. Credle responded it would not.

Councilman Barbour questioned how the Town would protect its infrastructure from cyber attacked. IT Specialist Eric McDowell responded this system would be a separate system from any of the Town's current infrastructure.

Mayor Moore stated based on today's numbers it would cost roughly \$6,300 every two years to maintain the downtown wi-fi. Mr. Kerigan responded it would be approximately \$8,000.

Councilman Scott questioned who would manage the system. Mr. Kerigan responded the company who will install the infrastructure will also monitor it, but staff will be allowed access to the overall system. Councilman Scott questioned if there was a data cap. Mr. Kerigan responded the more data used would slow down the overall system.

Councilman Rabil questioned if the network could be extended beyond Fifth Street to Brightleaf Boulevard. Mr. Kerigan responded this was the first phase of the project and staff would evaluate extending the network to other part of the Town.

Councilman Barbour questioned who would be responsible for the cyber security. Mr. Kerigan responded there would be firewalls in place. Councilman Barbour further questioned if there were other Towns using this same system and if they had reported any problems. Mr. Kerigan responded the Town of Benson was using this same system and they had not reported any problems.

Councilman Wood made a motion, seconded by Councilman Rabil, to authorize staff to move forward with the Downtown Wi-Fi project. Unanimously approved.

4. Consideration and request for approval to enter into a contract with the Wooten Company in the amount of \$65,000 for Design Services for the Durwood Stephenson Water line – Phase II

Public Utilities Director Ted Credle addressed the Council on a request to enter into a contract with the Wooten Company for design services for the phase II of the Durwood Stephenson water line. Mr. Credle explained at the February 2020 meeting, the Council approved staff to negotiate a price for services. Staff did enter negotiations and the Wooten Company provided a price proposal to perform the work for \$65,000. The contract was reviewed and approved by the Town Attorney. The proposed price is within the planned project budget.

Councilman Barbour made a motion, seconded by Councilman Wood, to approve the contract with the Wooten Company in the amount of \$65,000 for design services for the Durwood Stephenson water line – phase I. Unanimously approved.

5. Discussion concerning the “Booker Dairy Road” Extension name

Councilman Barbour addressed the Council on consideration to revisit the Booker Dairy Road Extension name. Councilman Barbour explained several citizens had complained about the naming of the road. Also, emergency service personnel have expressed concerns about the potential for confusion of having multiple roads with similar names. Due to its historical nature, Booker Dairy Road should remain as is. As Smithfield continues to grow in that area, Booker Dairy Road would continue in a straight path to Buffalo Road.

Councilman Barbour made a motion, seconded by Councilman Wood, to rename Booker Dairy Road Extension to M. Durwood Stephenson Parkway.

Councilman Scott stated the community has asked for the Council to address this because several of the Councilman were not present when the decision was made. He stated he felt changing the name to M. Durwood Stephenson Parkway was in the best interest and safety of the community. Councilman Scott asked Councilman Barbour to amend his motion to include directing staff to contact NCDOT to determine if M. Durwood Stephenson Highway could be renamed to M. Durwood Stephenson Parkway.

Councilman Barbour amended his motion, seconded by Councilman Wood, to rename Booker Dairy Road Extension from US Highway 301 to Buffalo to M. Durwood Stephenson Parkway and direct staff to contact NCDOT to determine if M. Durwood Stephenson Highway could be renamed to M. Durwood Stephenson Parkway from Buffalo Road to US Highway 70 West.. Councilman Barbour, Councilman Wood, Mayor Pro-Tem Dunn, Councilman Lee, Councilman Scott, Councilman Stevens voted in favor of the motion. Councilman Rabil voted against the motion. Motion carried 6 to 1.

Councilmembers Comments:

- Councilman Scott provided the Council with an update on the Employee Benefits Committee. He explained some of the items discussed will have a huge impact on moral. One of the benefits the committee would like for the Council to consider is longevity pay. This benefit was eliminated when the Town was experiencing financial hardship. He asked the Council to consider this recommendation during budget discussions. He stated the employees are Smithfield. They are the ones that citizens see, and we need to figure out how we can support our employees and improve moral.

Town Manager’s Report:

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

- **Illegal Dumping:** We are experiencing an inordinate amount of illegal dumping both at areas around town and at the transfer station at the Public Works facility. Identifications are being checked at the transfer station to keep this at a minimum. Staff is asking for the community's help in identifying illegal dumping and asking that the police be contacted immediately should anyone witness these acts.
- **Triangle East Chamber of Commerce Distinguished Citizen:** The Town Manager explained former Councilman Emery Ashley would be honored at the Chamber's Annual Meeting. This is a recognition that is well earned.
- **Budget:** The FY 2021 budget process is continuing. Should the Council wish to have a budget workshop/retreat prior to a budget draft being completed, the time to do so is in March. The Manager is recommending that the March meeting be recessed should the council desire a budget workshop/retreat prior to a budget draft being presented. It was the consensus of the Town Council to recess the meeting until March 17th.

Close Session: Pursuant to NCGS 143-318 (a) (5) & (4)

Councilman Wood made a motion, seconded by Councilman Barbour, to enter into close session. Unanimously approved. The Council entered close session at approximately 8:13 pm.

Reconvene in Open Session

Councilman Scott made a motion, seconded by Councilman Barbour to reconvene in open session. Unanimously approved. The Council reconvened at approximately 8:49 pm.

Further Discussion on Consent Agenda Item 4 – Ordinance 504

Mayor Moore stated he noticed the road closure time for the Centenary United Methodist Church's Easter Reenactment on the Ordinance and was unsure if that was the correct time. He asked the Council to allow the Manager to adjust the time of the street closure at his discretion.

Councilman Barbour made a motion, seconded by Councilman Scott, to allow the Manager to adjust the time of the street closure for Centenary United Methodist Church's Easter Reenactment at his discretion. Unanimously approved.

Recess

Being no further business, Councilman Scott made a motion, seconded by Councilman Barbour, to recess the meeting until March 17, 2020 at 6:30 pm. The meeting recessed at approximately 8:49 pm

ATTEST:

M. Andy Moore, Mayor

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent
Agenda
Item: Remote
Meeting
Policy
Date: 04/07/2020

Subject: Remote Meeting Policy
Department: General Government
Presented by: Michael Scott
Presentation: Consent

Issue Statement

The Town Manager is seeking approval of a policy regarding the Town Council and approved Town Boards holding remote or partially remote meetings.

Financial Impact

None

Action Needed

Approve Policy

Recommendation

Approve Policy

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Draft Policy



Staff Report

Consent
Agenda
Item: Remote
Meeting
Policy

Due to the continued spread of the Coronavirus, COVID-19, the Town Manager is seeking a policy regarding remote meetings. The remote meeting policy is intended to allow for continued governance and council decision making during times when face to face or in person meetings are not safe or possible.

The policy would allow for totally remote meetings during times of a declared emergency, as well as partially remote meetings during certain, nonemergency situations. The policy is intended to create an environment where council members, if sick or quarantined but able, could still participate in town meetings and decision items.

A draft policy is attached.

SMITHFIELD TOWN COUNCIL INCLUDING COMPLETELY REMOTE MEETINGS

Members of the Smithfield Town Council may remotely participate in briefings and official meetings of the Board, subject to the following rules and procedures:

1. Remote participation may be used only in limited circumstances. A Councilmember desiring to participate in a meeting remotely must assert one or more of the following four reasons for being physically unable to attend the meeting:
 - a. Personal illness or disability; or
 - b. Employment purposes; or
 - c. Family or another personal emergency; or
 - d. To participate in other scheduled Town-related meetings which make it logistically impossible to attend the Council meeting; or
2. Remote participation may be allowed only during open sessions when a quorum of the Council is physically present at the meeting and the Councilmember participating remotely is not necessary to establish a quorum.
3. Remote participation shall not be allowed during the following:
 - a. Quasi-judicial hearings; and
 - b. Closed sessions
4. A Councilmember desiring to participate in a meeting remotely must notify the Town Clerk of the need for remote participation and request approval by the Mayor of his/her remote participation at least 24 hours prior to the start of the meeting, unless advance notice is impractical.
5. At the start of the official meeting and prior to participating in deliberations, the Mayor shall announce that a Councilmember is participating remotely. Such Councilmember shall identify himself or herself and state the reason that he/she is participating remotely.
6. A Councilmember participating remotely shall be allowed to participate in all open session Council briefing discussions and open session official Council meeting discussions except for quasi-judicial hearings. A Councilmember participating remotely shall be able to vote on matters allowed under the policy.
7. A Councilmember participating remotely shall be provided with all documents to be considered during the briefing session and the official meeting.
8. A Councilmember participating remotely shall participate via simultaneous and/or electronic communication and must be fully heard and if possible, seen by other members of the Council and any other individuals in attendance at the official meeting. Use of telephone, internet, or satellite enabled audio or video conferencing, or any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another is necessary. If clear audio is not available, the Mayor may elect to disallow or discontinue the remote participation.

9. A Councilmember participating remotely shall provide a voice vote which can be heard and recorded if participating by telephone and shall provide a voice and hand vote if participating by video.
10. **The only exception to this policy is that remote participation by electronic means by any and all Councilmembers is permissible during a state of emergency declared pursuant to NC.G.S. §166A of the North Carolina General Statutes and Article 36A Chapter 14 of the North Carolina General Statutes** and shall hopefully be consistent with the North Carolina Open Meetings Law. During the state of emergency, the 24-hour notice requirement shall be waived, and the Council may conduct closed sessions, as by law provided.
11. This policy shall be applicable to all Town of Smithfield boards and committees appointed solely by the Smithfield Town Council, as may be allowed by law.

DULY ADOPTED THIS 7TH DAY OF April. 2020

Andy Moore, Mayor



Request for Town Council Action

Consent
Agenda Proclamation
Item:
Date: 04/07/2020

Subject: Approve the **Proclamation to make April 18 "Electric Lineman Appreciation Day"**

Department: Public Utilities

Presented by: Public Utilities Director - Ted Credle

Presentation: Consent Agenda

Issue Statement

The approval of the Proclamation to make April 18, 2020 "Electric Lineman **Appreciation Day**" in Smithfield

Financial Impact

None – The proclamation does not cost the Town any funds

Action Needed

Approve the attached proclamation at the April Council meeting

Recommendation

Staff recommends the approval of the attached proclamation

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. 2020 Proclamation



Staff Report

Consent
Agenda Proclamation
Item:

The Town is seeking to make April 18, 2020 “Electric **Lineman Appreciation Day**” in the Town of Smithfield, in coordination with the national proclamation set by the US Senate.

*Town of Smithfield
Proclamation
Electrical Lineman Appreciation Day
April 18, 2020*

Whereas, the Town of Smithfield honors the profession of linemen, as this profession is steeped in personal, family and professional tradition; and

Whereas, electrical linemen are often first responders during storms and other catastrophic events, working to repair broken lines to make the scene safe for the citizens of the Town of Smithfield; as well as, other public safety workers; and

Whereas, electrical linemen work on the Town of Smithfield power lines 24 hours a day, 365 days a year, to keep the electricity flowing; and

Whereas, due to the danger of their work with thousands of volts of electricity high atop power lines, these linemen put their lives at risk every day for the citizens of the Town of Smithfield with little recognition from the community regarding the danger of their work; and

Whereas, the U.S. Senate in April of 2013 first recognized the efforts of electrical linemen in keeping the power on and protecting public safety, and has designated by resolution the celebration of a National Linemen Appreciation Day.

*NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, do hereby proclaim **April 18, 2020** as “**Electrical Linemen Appreciation Day**”; and we call upon the citizens of the Town of Smithfield to recognize and appreciate the hard work, innovation and dedication that these public servants make every day to our health, safety, comfort, and quality of life.*

M. Andy Moore, Mayor

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



Request for Town Council Action

Consent
Agenda
Item: Nextgrid
Agreement
Date: 04/07/2020

Subject: Execution of the Nexgrid Agreement
Department: Public Utilities
Presented by: Public Utilities Director - Ted Credle
Presentation: Consent Agenda Item

Issue Statement

In order to fully integrate the Tyler accounting software with the Nexgrid system, additional programming and data integration will have to occur.

Financial Impact

The additional cost of this agreement (\$9,000.00) will be taken from the AMI Electric Fund Capital Project, which has funds to absorb this cost.

Action Needed

Approve the agreement with Nexgrid

Recommendation

Staff recommends execution of the agreement with Nexgrid

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Copy of the proposed, amended agreement
3. Copy of the existing agreement



Staff Report

Consent
Agenda
Item: Nextgrid
Agreement

When the Town upgraded the accounting software, by using the system bought from Tyler Technologies, it provided an opportunity to integrate the two data systems, so data could flow between Tyler and the Nexgrid system.

Nexgrid asked if the Town would be interested in such an integration. Although the Town did have interest, we waited to see how a similar integration played out in Elizabeth City; which has these same two systems, as well. Upon receiving word of the successful integration, we indicated to Nexgrid that a similar integration would be desired.

The price for programming and monthly data hosting is \$6,600 and \$2,400, respectively. Note that the \$2,400 fee is a recurring monthly fee of \$200 and will continue as long as the hosting agreement (original is provided) remains intact.

Staff is asking the Council to approve this integration. For this cost, there will be one data entry point for customers. Instead of entering billing data and metering data in two separate systems, such data will only need to be entered once; which will avoid errors when setting up new accounts; as well as, when accounts change addresses or business names. Once the existing 5-year hosting agreement expires, we will be able to transfer data hosting to our own servers, if such an operation is desired.

**FIRST AMENDMENT
TO
ELECTRICITIES NEXGRID HOSTING SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO THE ELECTRICITIES NEXGRID HOSTING SERVICES AGREEMENT, effective as of March 31, 2020, is made by and between ElectriCities of North Carolina, Inc., a joint municipal assistance agency organized and existing under Chapter 159B of the General Statutes of North Carolina with offices at 1427 Meadow Wood Drive, Raleigh, North Carolina 27604 (“ElectriCities”), and the Town of Smithfield, a municipal corporation under North Carolina law (the “Hosted Utility”).

WHEREAS, the Hosted Utility and ElectriCities have entered a Nexgrid Hosting Services Agreement, dated as of February 6, 2017, pursuant to which ElectriCities has agreed to provide hosting services to and at the request of the Hosted Utility associated with the use of the Nexgrid Software (the “Hosting Agreement”);

WHEREAS, the Hosted Utility now wishes to have ElectriCities host another server to support their Nexgrid Software, as identified in Exhibit B of the Hosting Agreement

WHEREAS, ElectriCities has agreed to provide another server with the specifications identified in Exhibit B of the Hosting Agreement for an increase in the monthly fee to be paid by the Hosted Utility;

Now, therefore, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged hereby, the parties agree as follows:

1. Exhibit B to the Hosting Agreement is hereby deleted in its entirety and the following Exhibit B is hereby substituted in its place:

[The remainder of this page left intentionally blank]

EXHIBIT B

ELECTRICITIES NEXGRID SYSTEM MONTHLY HOSTING FEES

Hosting Service for Hosted Utility Nexgrid System	
Description	Cost
Less than 20,000 devices	\$926.10 / month
ecoSync Server (Linux, 32GB Memory, 200 GB Storage)	\$200 / month
Total	\$1,126.10 / month

*Escalates 5% every April (annually)

Note: Administration hours over 24 per year will be charged at \$100/hour.

2. Except as expressly amended herein, all terms and conditions of the Hosting Agreement are hereby reaffirmed and shall remain in full force and effect as previously written and shall be construed as one document with this First Amendment.

Hosted Utility

ElectriCities of North Carolina, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ELECTRICITIES NEXGRID HOSTING SERVICES AGREEMENT

THIS ELECTRICITIES NEXGRID HOSTING SERVICES AGREEMENT (the "Agreement") is made effective the 6th day of February, 2017 (the "Effective Date"), by and between ELECTRICITIES OF NORTH CAROLINA, INC., a joint municipal assistance agency organized and existing under North Carolina law ("ElectriCities"), and the Town of Smithfield, a municipal corporation under North Carolina law (the "Hosted City").

RECITALS

- A. ElectriCities is authorized by the General Statutes of North Carolina to provide aid and assistance to municipalities in connection with, among other things, the operation of their electric distribution systems; and
- B. Pursuant to a Master Services Agreement, dated as of November 12, 2014, between ElectriCities and Nexgrid LLC, ("Nexgrid"), ElectriCities is authorized to provide hosting and other services related to Nexgrid's proprietary Advanced Metering Infrastructure system ("System") to members of ElectriCities that have executed a Software License Agreement with Nexgrid (the "License").
- C. The Hosted City has executed a License for the System and desires that ElectriCities provide hosting services ("**Hosting Services**") to the Hosted City to assist it in utilizing the System in connection with the operation of its electric system.
- D. ElectriCities desires to provide the Hosting Services to the Hosted City pursuant to the terms and conditions of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties as follows:

- 1. Facilities, Equipment and Services.** During the term of this Agreement, ElectriCities shall provide and furnish to the Hosted City the Hosting Services described on Exhibit A attached hereto. Additional services may be included under this Agreement only upon the written agreement of the parties, which shall be in the form of an amendment to this Agreement.
- 2. Hosted City Support Responsibilities.** The Hosted City acknowledges that it must supply or otherwise be responsible for certain matters in order to properly utilize the Hosting Services. The Hosted City agrees to be responsible for those items as set forth in Exhibit A attached hereto and as otherwise specified in this Agreement. The Hosted City also agrees to cooperate with ElectriCities and take such action(s) as shall be reasonably necessary to effectuate the provision by ElectriCities of the Hosting Services.
- 3. Term.** The initial term of this Agreement shall begin after execution of this Agreement by both parties and upon written notification by ElectriCities to the Hosted City that the hosting environment is available for the Hosted City to use and shall continue for three (3) years thereafter (the "**Initial Term**"). The Initial Term shall be renewed automatically for successive one (1) year renewal periods (each a "**Renewal Term**") unless one party terminates this Agreement as provided in Section 6 hereof or notifies the other party in writing, no later than ninety (90) days prior to the end of the then current term, that it does not desire to continue to renew this Agreement, in which case this Agreement shall terminate at the end of the then current term.

4. **Fees.** In consideration of the Hosting Services provided by Electricities to the Hosted City, the Hosted City shall pay Electricities Hosting Service Fees set forth on Exhibit B attached hereto and made a part hereof.

5. **Allocation of Costs and Expenses.**

- a. Notwithstanding the provisions of any other agreements between Electricities and the Hosted City or anything herein to the contrary, the Hosted City shall reimburse Electricities for all costs and expenses as set forth in Exhibit B.
- b. Electricities shall invoice the Hosted City for fees and the reimbursement of costs and expenses monthly, and payment shall be due within thirty (30) days after the date of the invoice. A copy of each invoice shall be sent to the Hosted City as a separate invoice.

6. **Termination.** Notwithstanding anything herein to the contrary, the parties shall have the right to terminate this Agreement as follows:

- a. Electricities shall have the right to terminate this Agreement if the Hosted City fails to pay amounts due hereunder within ten (10) days after written notice is given by Electricities of such failure;
- b. Either Electricities or the Hosted City shall have the right to terminate this Agreement if the other party is in default hereunder (other than a payment default as set forth in subsection (i), above), and the party in default fails to cure the default within thirty (30) days after written notice thereof is given by the non-defaulting party.

Expiration or other termination of this Agreement shall not affect any liability of the parties accruing prior to such termination. Upon expiration or other termination of this Agreement for any reason, Electricities shall, upon the Hosted City's request, use its good faith efforts to cooperate and assist the Hosted City in its efforts, if any, to effectuate an orderly and efficient transition so that the Hosting Services, or services similar thereto, can be provided by the Hosted City or by a third party selected by the Hosted City.

7. **Information and Data.**

- a. The Hosted City hereby reserves, and shall retain, all right, title and interest in and to the information and data that it provides to Electricities relating to its customers, its electric system and its operations provided by the Hosted City (collectively, the "**Hosted City Information**"). Upon expiration or other termination of this Agreement for any reason, Electricities shall return to the Hosted City all of the Hosted City Information, and all other data, information and materials owned or provided by the Hosted City to be used in connection with the Hosted City System. The parties will use their good faith efforts to see that such information and data is returned to the Hosted City or, at the Hosted City's expense, a third party selected by the Hosted City, in a manner reasonably calculated to permit its continued use of the Hosted City System.
- b. The Hosted City is solely responsible for ensuring the accuracy, quality, integrity, reliability and appropriateness of the Hosted City Information. Subject to the terms and conditions of the Agreement, Hosted City grants to Electricities a non-exclusive license to access the Hosted City Information for the purpose of performing the Hosting Services. Electricities may also access the Hosted City information for use by Electricities for rate studies and other reasonable business purposes, such as system monitoring, analysis, and implementation.

8. Hosted City Information and Privacy Policy of Hosted City. The Hosted City covenants that the:

- a. The Hosted City Information is owned exclusively by the Hosted City and the Hosted City has full right and title to provide the Hosted City Information to ElectriCities;
- b. The Hosted City Information is subject to a privacy policy of the Hosted City effective as of the Effective Date pursuant to which the Hosted City has its customers' consent to collect, use and store the Hosted City Information and to authorize ElectriCities to collect, use and store the Hosted City Information in accordance with this Agreement and provide the Hosted City Information to third-party subcontractors of ElectriCities;
- c. The Hosted City is in compliance with and will continue to comply with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in connection with the Hosted City Information collected, used, transferred or disclosed pursuant to this Agreement; and
- d. The Hosted City will not provide ElectriCities with information or data of any kind for which ElectriCities either has no need or does not have the right to store under the terms of this Agreement.

9. Confidentiality.

- a. Duty Owed to the Hosted City. Except for Hosted City Information in the public domain, unless such Hosted City Information enters into the public domain by disclosure or other acts of the Hosted City or through the fault of the Hosted City, ElectriCities agrees, to the fullest extent permitted by law:
 - i. to maintain Hosted City Information as confidential;
 - ii. not to disclose or release Hosted City Information except as required by law or regulation;
 - iii. not to disclose or release Hosted City Information to any third person without the prior written consent of the Hosted City, except for authorized employees or agents of ElectriCities;
 - iv. to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to Hosted City Information under the direction or control of, or in any contractual privity with, ElectriCities, not disclose or use, directly or indirectly, for any purpose other than for performing the Hosting Services during or after the term of this Agreement, any Hosted City Information, without first obtaining the written consent of the Hosted City; and
 - v. to use Hosted City Information only in performing the services under this Agreement
- b. Duty Owed in Relation to Hosted City Information. In addition to any other restrictions on the ElectriCities use of the Hosted City Information, the confidentiality obligations above apply except to the extent that both parties agree that the Hosted City Information may be subject to privacy laws providing for the owners of the Hosted City Information to review such Hosted City Information or to challenge the collection and storage of the Hosted City Information. Hosted City shall indemnify and reimburse ElectriCities in relation to all fees (including all reasonable

legal fees) and other disbursements paid by ElectriCities to comply with such requests, whether by an individual or a governmental body, or to challenge such requests at either ElectriCities or Hosted City's request.

- c. **Public Records.** Notwithstanding the foregoing, both parties acknowledge and agree that the Hosted City Information and this Agreement may be subject to Chapter 132, Public Records, of the General Statutes of North Carolina which requires that certain information of a subdivision of the State of North Carolina be made available to the public upon proper request and that, to the extent that the Hosted City Information and/or this Agreement are subject to Chapter 132, that ElectriCities may comply with the provisions of Chapter 132 notwithstanding anything in this Agreement to the contrary.

10. Warranties and Disclaimers. During the term of this Agreement, ElectriCities shall provide the Services to the Hosted City in an economical, efficient, safe, adequate and reliable fashion in accordance with Good Utility Practice. EXCEPT AS SET FORTH ABOVE, ELECTRICITIES MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, CONCERNING THE HOSTING SERVICES OR THE RESULTS OF THE OPERATION OF THE HOSTED CITY'S SYSTEM OR OTHER OPERATIONS. "Good Utility Practice" shall mean, at a particular time, any of the practices, methods and acts which, in the objective exercise of reasonable judgment in light of the facts and circumstances (including, but not limited to, the practices, methods, and acts engaged in or approved by a significant portion of the municipal electric industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reliability and safety. Good Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a number of possible practices, methods or acts.

11. Limitation of Liability.

- a. NO PARTY HERETO SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE HOSTING SERVICES. THE TOTAL LIABILITY OF ELECTRICITIES TO THE HOSTED CITY OR ANYONE ELSE RESULTING FROM OR RELATED TO THIS AGREEMENT SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE SUM OF THE AMOUNT PAID BY THE HOSTED CITY TO ELECTRICITIES UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.
- b. THE HOSTED CITY ACKNOWLEDGES THAT IT SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL HOSTED CITY INFORMATION PROVIDED TO ELECTRICITIES OR ENTERED INTO THE HOSTED CITY'S SYSTEM BY ITS EMPLOYEES AND AGENTS, AND ELECTRICITIES SHALL HAVE NO LIABILITY OF ANY KIND TO THE HOSTED CITY AS A RESULT OF REPORTS, OR OTHER ITEMS GENERATED, CREATED, OR PRODUCED IN RELIANCE ON THE ACCURACY OR TIMELINESS OF SUCH HOSTED CITY INFORMATION. THE HOSTED CITY FURTHER ACKNOWLEDGES THAT ELECTRICITIES SHALL HAVE NO LIABILITY OF ANY KIND TO THE HOSTED CITY, ITS EMPLOYEES, OR THIRD PARTIES AS A RESULT OF THE HOSTED CITY'S FAILURE TO PROVIDE NECESSARY, ACCURATE AND TIMELY DATA, THE ABSENCE OF WHICH PREVENTS ELECTRICITIES FROM PROVIDING HOSTING SERVICES.
- c. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT NEXGRID SHALL HAVE NO REPSONSIBILITY FOR, OR LIABILITY TO, EITHER PARTY HERETO FOR THE

PERFORMANCE OF THE HOSTING SERVICES BY ELECTRICITIES OR RELATED TO THE CONNECTIVITY OF THE HOSTED CITY TO THE ELECTRICITIES DATA CENTER.

12. Compliance with Laws and Third Party Software Licenses.

- a. The parties agree to comply with all federal, state and local laws, rules, regulations, and/or ordinances applicable to the Hosting Services. ElectriCities will obtain all appropriate licenses and permits, if any, necessary to perform the Hosting Services and shall maintain such licenses and permits at all times during the term herein and as otherwise required by law.
- b. ElectriCities warrants, represents and certifies to the Hosted City that, as of the Effective Date, it is not included on a list of persons engaged in investment activities in Iran created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Article 6E, Chapter 147 of the General Statutes of North Carolina, as amended, and that it will not utilize the services of any subcontractor that is listed on such list in connection with its duties and obligations under this Agreement.

13. Access, Safety and Regulations. The Hosted City shall permit ElectriCities and Nexgrid access to its facilities and data reasonably necessary to perform the Hosting Services. At all times when either Party, Nexgrid or their respective employees or agents are on the premises of the other Party, they shall observe the rules and regulations of such other Party and shall maintain such identification as shall be reasonably requested.

14. Books and Records. ElectriCities shall maintain its books and records to support all work performed pursuant to this Agreement and all items billed to the Hosted City and shall retain all such books and records for a period of three (3) years following the expiration or other termination of this Agreement. The Hosted City, at its sole cost and expense, may review all such books, records and other documentation related to the Hosted City System during ElectriCities' normal business hours.

15. Indemnity.

- a. To the fullest extent permitted by applicable law, ElectriCities agrees to indemnify, defend, and hold harmless the Hosted City against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof) to which the Hosted City may become subject under any federal or state law or other statutory law or at common law or otherwise, caused by or arising from negligent or intentional acts, errors or omissions of ElectriCities in performing its obligations under this Agreement; provided, however, that ElectriCities shall not be required to indemnify the Hosted City in the event that any such loss, damage, expense, liability or claim is the direct result of (i) negligence on the part of the Hosted City or its council members, employees, agents or attorneys, or (ii) negligence on the part of Nexgrid. For purposes of the foregoing provision, ElectriCities shall not be deemed to be an agent of the Hosted City if it is operating the Hosted City's electric or other utility system(s) pursuant to an operating agreement. The indemnity provided under this paragraph will extend upon the same terms and conditions to the mayor, council members, employees, agents, and attorneys of the Hosted City ("**Hosted City Indemnified Party**"). Such indemnity also extends, without limitation, to any and all expenses whatsoever reasonably incurred by a Hosted City Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any loss, damage, expense, liability or claim referred to in this paragraph (or action in respect thereof), whether or not resulting in any liability. The indemnity will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is effected with the written consent of the ElectriCities.

Neither the mayor, council members, agents, employees nor attorneys of the Hosted City shall be personally liable for the performance of any of the Hosted City's obligations to ElectriCities under this Agreement.

- b. To the fullest extent permitted by applicable law, the Hosted City agrees to indemnify, defend and hold harmless ElectriCities against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof) to which ElectriCities may become subject under any federal or state law or other statutory law or at common law or otherwise, caused by or arising from negligent or intentional acts, errors or omissions of the Hosted City in performing its obligations under this Agreement; provided, however, that the Hosted City shall not be required to indemnify ElectriCities in the event that any such loss, damage, expense, liability or claim is the direct result of (i) negligence on the part of ElectriCities, or its officers, commissioners, directors, members, employees, agents or attorneys, or (ii) negligence on the part of Nexgrid. The indemnity provided under this paragraph will extend upon the same terms and conditions to each officer, commissioner, director, member, employee, agent or attorney of ElectriCities ("**ElectriCities Indemnified Party**"). Such indemnity will also extend, without limitation, to any and all expenses whatsoever reasonably incurred by an ElectriCities Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any loss, damage, expense, liability or claim referred to in this paragraph (or action in respect thereof), whether or not resulting in any liability. This indemnity will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is effected with the written consent of the Hosted City. Neither the officers, commissioners, directors, members, employees, agents nor attorneys of ElectriCities shall be personally liable for the performance of any of ElectriCities' obligations under this Agreement.

16. Relationship of the Parties. Nothing herein contained shall be deemed or construed to create a partnership or joint venture among or between the parties hereto. No party shall have the power or right to bind or act for any other party. ElectriCities shall be providing all Hosting Services hereunder as an independent contractor and ElectriCities shall have the sole control over ElectriCities personnel and the exclusive authority to direct their activity. Each party shall pay all salaries, compensation, and other benefits of its own personnel, if any, and the other parties shall have no responsibility whatsoever for the same. Each party shall keep in full force and effect all required worker's compensation insurance on its personnel, shall be responsible for all social security and unemployment compensation payments and benefits, and shall be responsible for all withholding taxes due and becoming due upon the compensation of said personnel. Each party shall designate a representative with authority to make decisions regarding the Hosting Services.

17. Conflicts of Interest. The parties hereto expressly acknowledge that nothing in this Agreement shall preclude ElectriCities from engaging in any other operations or activities, governmental or proprietary, including, without limitation, providing computer, administrative and other services for other municipalities so long as engaging in such other operations and activities do not preclude ElectriCities from providing the Hosting Services, and that engaging in such other operations or activities shall not constitute a violation of any of the terms or provisions of this Agreement or any duties or obligations, if any, ElectriCities may have to the Hosted City. The Hosted City shall not be entitled to any of the compensation or other rights or benefits generated by ElectriCities from such operations or activities.

18. Exclusivity. This Agreement shall not to be construed as granting ElectriCities sole or exclusive right to provide any type of computer services to the Hosted City, other than the Hosting

Services, and the Hosted City hereby expressly reserves the right to contract with any other party for such services, as it deems necessary and appropriate.

19. Further Assurances. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the purposes and provisions of this Agreement.

20. Force Majeure. Except for the payment of the fees due hereunder, performance hereunder shall be extended for a period of time equal to the delay caused by or resulting from an act of God, war, civil disruption, casualty, telephone or electric service interruptions or malfunctions, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or causes beyond the control of such party so long as the party incurring the delay diligently attempts to renew performance notwithstanding the reasons for the delay.

21. Waiver. The failure of a party to enforce at any time any of the provisions of this Agreement, to require at any time performance by any other party of any of the provisions hereof, or to resort to any remedy or to exercise one or more remedies, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every of such provision.

22. Assignment. No party may assign this Agreement, or any rights or interests hereunder, nor subcontract any of the Hosting Services, without the prior written consent of the other parties, which consent shall not be withheld unreasonably.

23. Notice. Any notice permitted or required by this Agreement to be given to a party shall be in writing and addressed to such party at the following address and transmitted via United States mail, nationally recognized overnight courier service, facsimile or email.

If to ElectriCities:

ElectriCities of North Carolina, Inc.
1427 Meadow Wood Blvd.
Raleigh, NC 27604

Attn: PJ Rehm

If to the Hosted City:

Town of Smithfield
P O Box 761
Smithfield, NC 27577

Attn: Michael L. Scott

The parties may designate a different individual or address by notice in writing delivered in accordance herewith. Any notice given hereunder shall be deemed given when delivered by hand or via email, one (1) day after being transmitted by overnight courier or facsimile or three (3) days after being deposited in the United States mail, postage prepaid, certified mail (return receipt requested).

24. **Severability.** If any provision of this Agreement, or portion thereof, shall be determined to be void or unenforceable by any court of competent jurisdiction, such determination shall not affect any other provision of this Agreement, or portion thereof, all of which other provisions and portions thereof shall remain in full force and effect. If any provision of this Agreement, or portion thereof, is capable of two interpretations, one of which would render the provision, or portion thereof, void and the other of which would render the provision, or portion thereof, valid, the provision, or portion thereof, shall have the meaning which renders it valid.

25. **Survivorship.** Where any covenants, indemnities or other provision contained in this Agreement, by their context or otherwise, evidences the intent of the parties that such provision should survive the expiration or other termination of this Agreement, the provision shall survive the expiration or other termination of this Agreement, including, without limitation, the provisions of Sections 9, 11 and 19 hereof.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law.

27. **Headings.** The section headings provided herein are for convenience only and are not intended to define or limit the contents of the provisions of the paragraphs herein.

28. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and this Agreement may not be modified except by a writing executed by the parties hereto. All recitals, exhibits, and schedules to this Agreement are hereby incorporated in this Agreement by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in each case by authority of their respective governing bodies duly given, all to be effective the day and year first above written.

ELECTRICITIES OF NORTH CAROLINA, INC.

BY: Andrew M. Furr

Title: VP, Member Services

HOSTED CITY - TOWN OF SMITHFIELD

BY: Michael L. Scott

Authorized Representative: Michael L. Scott, Town Manager

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

Gregory Siler
(Signature of finance officer)

BY: _____

Authorized Representative: _____

EXHIBIT A

NEXGRID SYSTEM HOSTING SERVICES

1. Hosting Services

Hosting Services means the provision of an environment that will enable the Hosted City to securely access and use the Hosted City Nexgrid System. Hosting Services include the provision of secure access for the Hosted City's users and storage of data entered and maintained by the Hosted City's users through use of the Hosted City Nexgrid System. The servers will be hosted by ElectriCities at its data center (the "Data Center"). Hosting Services may include system administration, data storage, database management, data archival, operating system, operating system installation, hardware installation, server management, required third party software and technical troubleshooting, backups and offsite disaster recovery. The Data Center is equipped with commercial grade power, air conditioning, fire suppression system and redundant systems as deemed appropriate by ElectriCities.

- a. ElectriCities will install and implement Data Center hardware; provide access for Nexgrid to provide Nexgrid System upgrades, maintenance releases and patches deemed necessary by Nexgrid for reliability or by the Hosted City's requirements. ElectriCities will provide access to Nexgrid in alignment with Nexgrid practices as outlined in the Nexgrid agreements signed by the Hosted City
- b. Nexgrid is responsible for capacity planning and data archival. ElectriCities will monitor the Hosted City Nexgrid System for capacity planning issues and notify the Hosted City when significant changes occur from initial implementation design. Should the Hosted City significantly change its business practices or its Hosting Services needs grow beyond the growth expectations planned as of the Effective Date and require additional computing resources, the Hosted City will pay reasonable additional charges for incremental additional computing resources.
- c. Business process review and/or other professional services may be provided by ElectriCities upon request by the Hosted City at an agreed upon hourly rate. Requests are to be made to ElectriCities' management for review and approval.

2. Hosted City Environment for Nexgrid System

ElectriCities will provide the Hosted City with recommendations for its local environment to connect to the Data Center and Hosted City Nexgrid System. The Hosted City is responsible for the quality of the connection. The Hosted City is expected to provide a firewall on its premises to meet ElectriCities specifications and establish a Virtual Private Network (VPN) Internet connection. A redundant connection is recommended. Computer, printer and other peripheral equipment requirements will be specified by Nexgrid. Computer, printer and other peripheral equipment hardware will be supplied by the Hosted City.

3. Service Levels

- a. Planned maintenance outages are normally scheduled twice each month with advance notification or as necessary. Unplanned outages will be managed with frequent customer

communications and estimated restoration time. Other scheduled outages will be mutually agreed upon by the Hosted City and Electricities and confirmed via e-mail. Backups run after normal business hours and may slow performance during this time. Special processing needs of the Hosted City must be coordinated with Electricities Data Center.

- b. Electricities' Data Center staff is available 8 AM to 5 PM EST/EDT Monday – Friday, excluding Electricities holidays. The Electricities IT Help Desk can be contacted for Nexgrid System access problems that occur outside the foregoing hours. Nexgrid's standard operating hours are 8 AM to 6 PM EST/EDT Monday – Friday.
- c. Priority Management: Support requests are assigned a priority level depending on the impact on the Hosted City's business. Electricities will use reasonable efforts to achieve timely resolution of problems in cooperation with Nexgrid. The following charts reflect the incident tracking priority levels of Nexgrid. The time frames reflect dependencies on Nexgrid.

Priority Levels

Service and Software	Priority
Application Server	1
ecoOne Application	1
intelaHome Application	3

Severity Levels

Severity	Description
Emergency	Complete degradation. All users and functions are affected. Service is completely unavailable.
Severe	Significant degradation. Large number of users or critical functions affected.
Medium	Limited degradation. Limited number of users or functions are affected. Business processes can continue.
Minor	Small degradation. Few or one user affected. Business processes can continue.

Response Times – Standard Operating Hours

Priority	Emergency	Severe	Medium	Minor
1	5 minutes	15 minutes	60 minutes	120 minutes
2	15 minutes	15 minutes	120 minutes	120 minutes
3	60 minutes	120 minutes	120 minutes	120 minutes

Response Times – Outside Standard Operating Hours

Priority	Emergency	Severe	Medium	Minor
1	30 minutes	60 minutes	Next Business Day	Next Business Day
2	60 minutes	60 minutes	Next Business Day	Next Business Day
3	Next Day	Next Day	Next Business Day	Next Business Day

4. Hosted City Responsibilities

- a. The Hosted City is responsible for utilization of the Hosted City Nexgrid System to support its utility operations.
- b. Application setups, including user security administration, rates, accounts and system controls.
- c. Testing and quality assurance for application setups, modifications, patches, upgrades and interfaces to third party systems.
- d. Hosted City infrastructure to support the Hosted City Nexgrid System, including redundant VPN tunnels, firewalls, routers, switches, PCs and printers. Hosted City to notify ElectriCities of changes to hardware supporting Nexgrid System.
- e. Managing the costs and resources associated with data outputs, and ensuring the data security for sensitive output.
- f. Supporting the Hosted City staff in using the Hosted City Nexgrid System and assessing the local technical infrastructure used to access the Hosted City Nexgrid System. ElectriCities will provide the technical support for the Hosted City Nexgrid System hosted infrastructure. Although access is provided through a secure VPN, the Hosted City is responsible for user authentication and maintaining the security of its local environment.
- g. Reporting application issues to Nexgrid.

5. Change Management

- a. ElectriCities and the Hosted City agree to develop and follow a mutually agreed upon change process to schedule and implement any non-routine changes that could potentially impact any of the Hosted City Nexgrid System Hosting Services, including, but not limited to, changes to the Hosted City Nexgrid System or a third party application, new application modules or interface requirements, large planned changes in processing volume or changes in the municipal technical environment that could affect application connectivity (e.g. network reconfigurations, movement of network equipment, planned network/power outages, changes in hardware, etc.).
- b. Maintenance upgrades and implementation of new versions of the Hosted City Nexgrid System will be coordinated on a schedule agreeable to ElectriCities, the Hosted City and Nexgrid.
- c. If either party causes or requests proposed changes to the Hosting Services and/or the related services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to amend this Agreement in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Hosted City and of ElectriCities applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to schedule and/or fees to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid for, and timelines governing, the Hosting Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

6. Security

- a. The Hosted City and Electricities agree that they must work together to implement best security practices to protect the privacy and information of the Hosted City customers and employees.
- b. The Hosted City is responsible for implementing data and cyber security measures, including access control measures to reduce unauthorized access to customer information, application level user security setup and maintenance.

7. Business Continuity

- a. In the event any of the Hosted City data has been lost or damaged due to an act or omission of Nexgrid or its subcontractors, or due to a defect in the Hosted City Nexgrid System (a “Disaster”), Electricities will use its best efforts to restore all the data on servers in accordance with the architectural design’s capabilities and with the goal of minimizing any data loss as greatly as possible.
- b. In the event Electricities declares a Disaster, the targeted Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time after Electricities declares a Disaster, within which the Hosted City’s access to the Nexgrid System must be restored.
- c. Electricities will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Electricities will provide the Hosted City with a written record of the actions taken by Electricities in the event that any unauthorized access to the Hosted City database(s) is detected as a result of Electricities’ security protocols. Electricities will undertake a security audit, on terms and timing to be mutually agreed to by the parties, at the Hosted City’s written request and at the Hosted City’s cost. The Hosted City may not attempt to bypass or subvert security restrictions in the environments related to the Nexgrid System. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of the Electricities’ network and systems (hosted or otherwise) is prohibited without the prior written approval of the Electricities IT Security Officer.
- d. Electricities tests the Disaster recovery plan on an annual basis. Electricities’ standard test is not client-specific. Should the Hosted City request a client-specific Disaster recovery test, Electricities will work with the Hosted City to schedule and execute such a test on a mutually agreeable schedule and for an additional fee.
- e. Electricities will be responsible for assisting the Hosted City and Nexgrid with the importing of a back-up. The Hosted City will be responsible for running reports and testing critical processes to verify the returned data.

EXHIBIT B
ELECTRICITIES NEXGRID SYSTEM MONTHLY HOSTING FEES

Hosting Service for Hosted City Nexgrid System	
Description	Cost
Less than 20,000 devices	\$800 / month
20,000 – 39,999 devices	\$1200 / month
40,000 – 59,999 devices	\$1600 / month
60,000 – 79,999 devices	\$2000 / month
80,000 – 99,999 devices	\$2400 / month

*Administration hours over 24 per year will be charged at \$100/hour.

Note: Electricities Monthly Hosting Service cost will escalate at the rate of 5% annually.



Request for Town Council Action

Consent
Agenda
Item: CSX
Agreement
Date: 04/07/2020

Subject: Execution of the CSX Agreement
Department: Public Utilities
Presented by: Public Utilities Director - Ted Credle
Presentation: Consent Agenda Item

Issue Statement

In order to execute work within the CSX right-of-way, the railroad requires the requesting organization to enter into an agreement to cover their costs & liability.

Financial Impact

The cost of this agreement (\$7,350.00) will be taken from the Service Contract Line item in the approved budget, which has funds to cover this cost.

Action Needed

Approve the agreement with CSX

Recommendation

Staff recommends execution of the agreement with CSX

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Copy of the proposed agreement
3. CSX-896790 Exhibit A



Staff Report

Consent
Agenda
Item: CSX
Agreement

As part of the North Circuit construction, the replacement of existing wires that cross over the railroad at the Massey Street intersection, will need to be replaced. To perform this work, the contractor will have to trespass into the CSX right-of-way. In order to execute work within the CSX right-of-way, the railroad requires the requesting organization to enter into an **agreement to cover their costs & liability. To save any "mark-up" on the cost issued by CSX (inspector's time, etc.) the** Town will incur this cost directly (\$7,350.00)

Staff is requesting the Council to approve the agreement and authorize the Town Manager to execute the agreement with CSX, so work on the North Circuit can continue.

**

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of November 5, 2019, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and TOWN OF SMITHFIELD, a municipal corporation, political subdivision or state agency, under the laws of the State of North Carolina, whose mailing address is 230 Hospital Rd., Smithfield, North Carolina 27577, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) new aerial wireline crossing, solely for the transmission of electrical power only, through or on metal strand wire(s), located at or near Smithfield, Johnston County, North Carolina, Carolinas Zone Division, South End Subdivision, Valuation Station 8697+15, Milepost A-164.85, Latitude N35:30:24.83, Longitude W78:20:17.92;
2. One (1) miscellaneous encroachment - pole, located at or near Smithfield, Johnston County, North Carolina, Carolinas Zone Division, South End Subdivision, Valuation Station 8697+15, Milepost A-164.85, Latitude N35:30:24.83, Longitude W78:20:17.92;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

- (A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;
- (B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and
- (C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event

future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the

time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 919-934-2798.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of

Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have

no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

19. TERMINATION OF PRIOR AGREEMENT(S):

19.1 This Agreement supersedes existing agreement(s) dated June 11, 1917, Contract No. ACL001734, between CSX Transportation, Inc., or its predecessor in title, and TOWN OF SMITHFIELD, or its predecessor in title, covering the premises described herein, which agreement(s) is/are terminated and superseded by the execution hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

TOWN OF SMITHFIELD

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

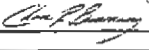
Authority under Ordinance or

Resolution No. _____,

Dated _____.

CSX-896790 EXHIBIT A

Smithfield, Johnston Co., NC
 South Region / Carolinas Zone / South End (SE) Subdivision
 Mile Post A-164.85
 Val. Sta. 8697+15 (GIS Map No. 00131)
 N35:30:24.83 / W78:20:17.92

CSX PROPERTY SERVICES REVIEW	
<input checked="" type="checkbox"/> No Exceptions	<input type="checkbox"/> Exceptions Noted
<small>This review is for the general compliance with CSX utility design specifications only. Site responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.</small>	
By:	

CSX GENERAL NOTES:

1. REFER TO THE CSX WIRELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. CSX DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
3. LOCATE CSX'S SIGNAL FACILITIES AND/OR WARNING DEVICES AT PROPOSED FACILITY CROSSING, I.E. CANTILVERS, FLASHERS, AND GATES.
4. NO CONSTRUCTION OR ENTRY UPON THE CSX CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
5. AGENCY OR ITS CONTRACTOR SHALL ARRANGE AND CONDUCT ITS WORK SO THAT THERE WILL BE NO INTERFERENCE WITH CSXT OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGES TO CSXT'S PROPERTY, OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS OF CSXT'S PROPERTY OR RIGHT-OF-WAY.
6. CONTRACTOR ACCESS WILL BE LIMITED TO THE IMMEDIATE PROJECT AREA ONLY. THE CSXT RIGHT-OF-WAY OUTSIDE THE PROJECT AREA MAY NOT BE USED FOR CONTRACTOR ACCESS TO THE PROJECT SITE AND NO TEMPORARY AT-GRADE CROSSINGS WILL BE ALLOWED.
7. CONTRACTOR MUST CONDUCT ALL OF ITS WORK IN A SAFE MANNER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH RULES, REGULATIONS, PROCEDURES AND SAFE PRACTICES OF CSXT, OSHA, THE FRA AND ALL OTHER GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE PROJECT.
8. ALL MATERIAL AND EQUIPMENT WILL BE STAGED TO NOT BLOCK ANY CSXT ACCESS OR MAINTENANCE ROADS. NO HOISTING OR AUXILIARY EQUIPMENT NECESSARY FOR THE PROCEDURE SHALL BE PLACED ON CSXT TRACK STRUCTURE AND / OR BALLAST SECTION. CLEAR WORKING LOCATIONS FOR EQUIPMENT USED WILL BE LAID OUT AND APPROVED BY THE CSXT FLAGGER PRIOR TO EQUIPMENT SET-UP.
9. CSXT REQUIRES CONTRACTORS, SUBCONTRACTORS, AND VENDORS TO PARTICIPATE IN JOB SAFETY BRIEFINGS DAILY AND AS NECESSARY WITH THE CSXT FLAGGER. THE SCOPE OF WORK MAY REQUIRE THAT VARIOUS PROTECTION AGAINST TRAIN MOVEMENTS BE DISCUSSED, UNDERSTOOD, AND UTILIZED. WORK SHALL ONLY BE UNDERTAKEN WITH THE PRESENCE AND PERMISSION OF THE CSXT FLAGGER. IF AT ANY TIME THE CSXT FLAGGER PERCEIVES THAT THE HOISTING PROCEDURE IS CAUSING OR HAS THE POTENTIAL TO CAUSE A HAZARD OR DELAY TO CSXT OPERATIONS THROUGH THE PROJECT SITE, WORK WILL CEASE UNTIL SUCH TIME AS SATISFACTORY MODIFICATIONS HAVE BEEN REVIEWED AND APPROVED.

NOTES:

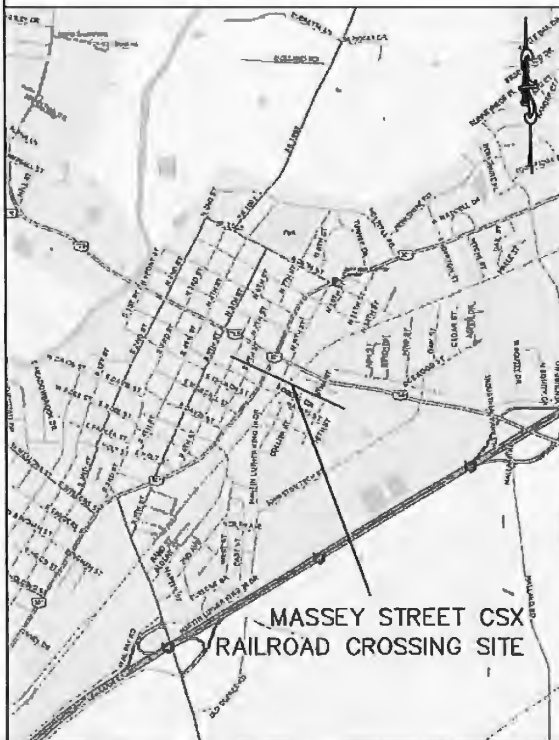
Owner and Requestor Name:
Smithfield, Town of
230 Hospital Road
Smithfield, NC 27577

Contact:
Rodney Johnson
Work: 919-934-2798
Email: rodney.johnson@smithfield-nc.com

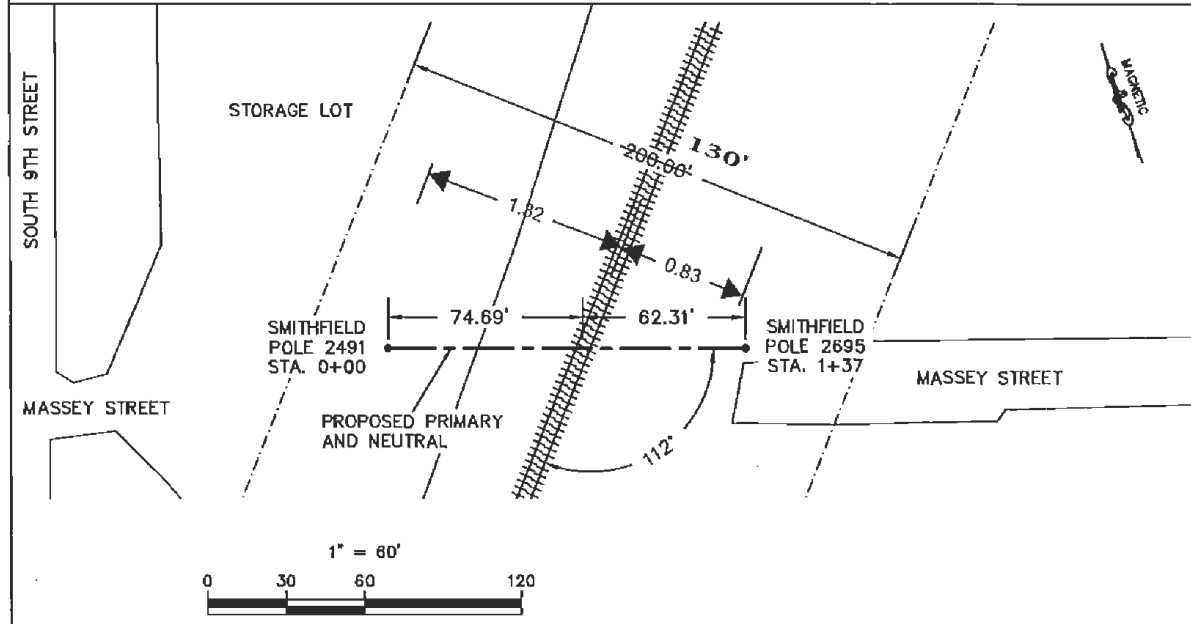
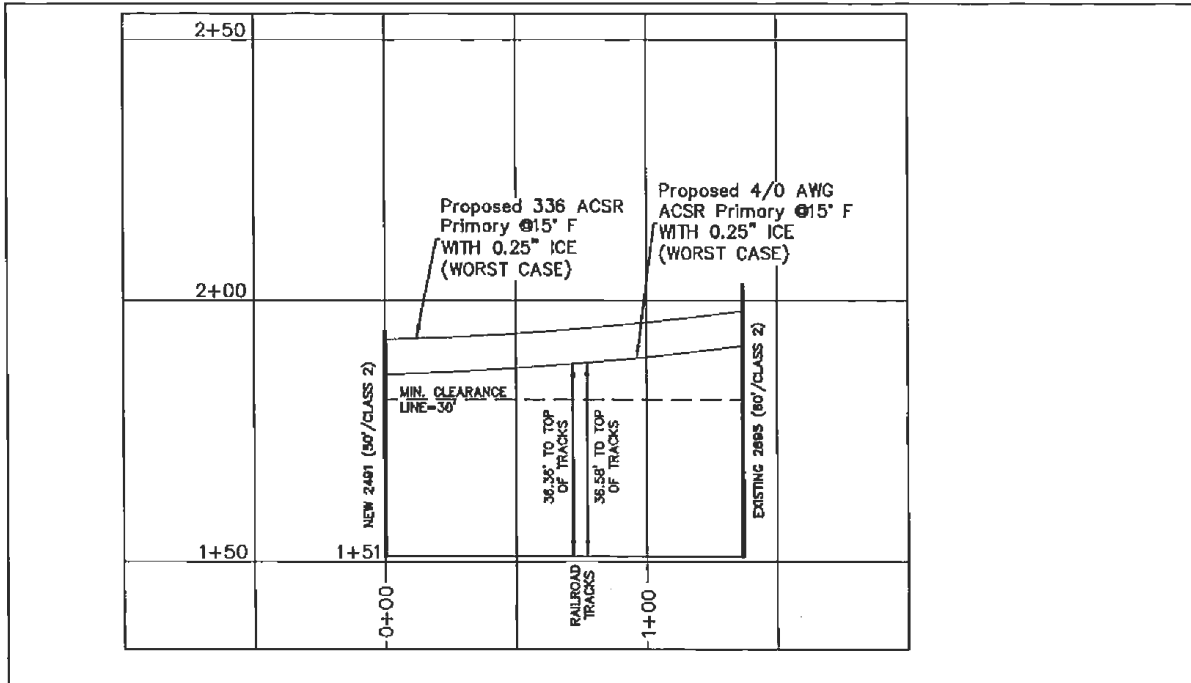
Engineering Agent Name:
Booth and Associates, LLC.
5811 Glenwood Avenue
Raleigh, North Carolina 27612

Contact:
Eric Schiefer
Work: 919-851-8770 x 202
Cell: 919-819-7699
Email: e.schiefer@booth-assoc.com

1. The Town of Smithfield is requesting permission to remove/install a stronger class overhead distribution pole and replace the existing three-phase 1/0 Aluminum conductor with (3) 336 ACSR primary and (1) 4/0 AWG ACSR neutral, as well as upgrade the crossarms supporting the conductor. The location of the poles will remain in the existing location.



TOWN OF SMITHFIELD SMITHFIELD, NORTH CAROLINA			
NEW FEEDER-NORTH ADDITION/CONVERSION - - DRAWING TO ACCOMPANY PERMIT APPLICATION			
Booth & Associates, LLC <small>Booth & Associates, LLC is an Equal Opportunity Employer. CONSULTING ENGINEERS INC P-0224</small>			
DWN. ETS	DATE: 10/22/2019	DWG. NO.	1 OF 2
CKD. MEC	APPD. BCF		
SCALE: AS NOTED	FILE: 4289096_MosseySt		
JOB NO. 428-9096	DATE REVISION		
© 10/19			



- LEGEND**
- PROPOSED DISTRIBUTION (3-PHASE)
 - - - - - APPROXIMATE RAILROAD RIGHT OF WAY
 - DISTRIBUTION POLE
 - +++++ CSX RAILROAD TRACKS

TOWN OF SMITHFIELD
SMITHFIELD, NORTH CAROLINA

NEW FEEDER--NORTH ADDITION/CONVERSION -
- DRAWING TO ACCOMPANY PERMIT APPLICATION

Booth & Associates, LLC
CONSULTING ENGINEERS LLC #0221

DWN. ETS	DATE: 10/22/2019	DWG. NO.
CKD. MEC	APPD. BCF	
SCALE: AS NOTED	FILE: 4289096_MasseySt	2 OF 2
JOB NO. 428-9096	DATE REVISION	
© 10/19		



Request for Town Council Action

Consent
Agenda
Date: 04/07/2020

Splash Pad
Contractor
Selection

Subject: Splash Pad Contractor Selection
Department: Parks and Recreation
Presented by: Parks and recreation Director - Gary Johnson
Presentation: Consent Agenda Item

Issue Statement

The Parks and Recreation Department is requesting authorization to enter into negotiations with Carolina Recreation and Design for the design build of the Splash Pad at Smith-Collins Park.

Financial Impact

Approved Budgeted Amount for FY 2019-2020: \$ 125,000

Amount of Purchase/Bid/ Contract: \$ 0

This is not a contract and no expenses will be incurred at this time.

Action Needed

Grant the Parks and Recreation Department authority to enter into negotiations with Carolina Recreation and Design for the design / build of the Splash Pad at Smith-Collins Park

Recommendation

Grant the Parks and Recreation Department authority to enter into negotiations with Carolina Recreation and Design for the design / build of the Splash Pad at Smith-Collins Park

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Request for Qualification
3. Submittal from Carolina Recreation and Design
4. Submittal from Great Southern Recreations
5. Submittal from Vortex- Intl.



Staff Report

Splash
Consent Pad
Agenda Contractor
Selection

The Parks and Recreation Department, with the assistance of Town Engineer Bill Dreitzler, sent out a Request for Qualifications (attached) for the design / build of the splash pad to be located on the old Eva E. Ennis Municipal Pool site across from Smith-Collins Park. Invitations were sent to four companies and were also available by request: Vortex-Intl, Whithers and Ravel, Carolina Recreation and Design and Great Southern Recreation.

Carolina Recreation and Design, Great Southern Recreation and Vortex-Intl. submitted proposals (attached).

Although all three companies are more than capable of delivering this project, based on the **RFQ and selection criteria, staff along with the town's engineer is recommending** Carolina Recreation and Design. All submitters presented an excellent approach for the project, however, Carolina Recreation and Design provided a very detailed scope of work to guarantee that the Town gets what they pay for. If Carolina Recreation and Design is unable to provide us with a product that fits our needs and within our budget, we can then approach Great Southern Recreation or Vortex-Intl. as an alternative.

The Parks and Recreation Department is requesting approval to enter into negotiations with Carolina Recreation and Design for the design / build of the Splash Pad at Smith-Collins Park. A design and costs will be presented to Council for approval prior to any construction beginning.

TOWN OF SMITHFIELD, NC

REQUEST for QUALIFICATIONS (RFQ)

TITLE: **Smith Collins Park Splash Pad**
ISSUE DATE: **Monday, February 24, 2020**
SUBMITTAL DEADLINE: **Wednesday, March 18, 2020**
ISSUING AGENCY: **Town of Smithfield, NC**

This RFQ is to solicit responses from qualified firms to provide design, permitting, construction and installation services for the proposed Smith Collins Park Splash Pad:

Electronic RFQs should be submitted in .pdf format.

RFQs SHALL be received ELECTRONICALLY, BY MAIL, OR HAND-DELIVERY no later than 3:00 PM on Wednesday, March 18, 2020.

The address for electronic deliveries is: gary.johnson@smithfield-nc.com

The address for mailings is:

**Parks and Recreation Department
P.O. Box 2344
Town of Smithfield, NC 27577**

The address for hand-deliveries is:

**Parks and Recreation Department
600 Booker Dairy Road
Town of Smithfield, NC 27577**

RFQs received after this deadline will not be considered.

The firm must have the financial ability to undertake the work and assume the liability. The selected firm(s) will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.00. The firm(s) must have an adequate accounting system to identify costs chargeable to the project.

SCOPE OF WORK

The **TOWN OF SMITHFIELD, NC** is requesting qualifications from firms/teams with the capability of providing the following scope of services:

PROPOSED CONTRACT SCOPE:

The project will consist of the design, permitting, construction and installation of a proposed Splash Pad with a minimum “wet” area of 900 SF.

The below specifications describe the components of a complete splash pad and equipment systems proposed by the Town of Smithfield. The system includes but is not limited to those components necessary to make up a completely operational system. This includes site development, utility connections and the complete splash pad system including the pad, operational components and features. The splash pad system is designed to operate as a water to waste system.

1. The system will be located in Smithfield, NC on the old Eva Ennis Pool sight across from Smith-Collins Park, 535 MLK Jr. Drive, Smithfield, NC 27577. The Town’s intention is to operate the splash pad during warm weather months.
2. Splash pad may include embedded and above ground features.
3. The control system shall allow the future operation of different groups of features and/or individual features, in varying configurations, sequencing, activating individual features, and provide time of schedule. An above ground feature controller must be included in the cost. The controller must control the operational variation pattern to be determined by owner. The controller must operate the solenoid valves to change spray values of individual interactive spray features, and have on site accessible control.
4. The splash pad equipment (spray features, embed sprays, drains, pumps, filtration, controls, manifold, sensors) will be furnished under this contract. The splash pad equipment manufacturer will coordinate the delivery of the equipment to accommodate the installing contractor’s installation schedule.

The splash pad system shall consist of:

1. Multi-station interactive features.
2. Splash pad display system including valves, piping, and specialties.
3. Splash pad valves, piping, controllers, and related accessories.
4. Splash pad plumbing services including water and sewer, to designated points of connection with site utilities.
5. All electrical equipment, wiring, and conduit necessary for full operation of the splash pad as shown on the drawings.

6. Any other necessary specialties required for proper installation of the splash pad and related equipment resulting in a complete and useable splash pad.
7. Foundation work needed for the proposed splash pad.
8. 10' long x 8" wide Sidewalk leading to splash pad from parking area.

QUALITY ASSURANCE:

- A. All materials shall be new and shall conform to applicable standards as specified herein.
- B. All work shall be executed by workmen skilled in the craft that they are assigned.
- C. All splash pad equipment required by the specifications and/or the drawings shall be supplied by a single Aquatic Playground Manufacturer unless otherwise approved by the Town of Smithfield.
- D. The Manufacturer must currently be in the business of supplying splash pad equipment, similar in size and complexity. The manufacturer shall provide written documentation of supplying splash pad equipment, for a minimum five (5) years of experience and shall have previously supplied splash pad system design, drawing and equipment, similar in size and complexity to this project.
- E. The Manufacturer shall also provide engineering designs as it pertains to the splash pad system and the equipment supplied, referring specifically to complete hydraulic and electrical design. This shall include, but not limited to: spray effects, Aquatic Playground system, filtration system, water level control system, pump selection, piping system sizing and layout.
- F. The engineering design information shall be delineated on the final schematic, installation, and detail shop drawings showing the proper installation of the Manufacturer's equipment. The drawings shall be furnished as an integral part of their Splash pad equipment package. Preliminary drawings shall not be used for installation.
- G. Pre-installation Conference: Conduct conference at Project site prior to commencement of construction of Splash pad system and equipment.

PROPOSED CONTRACT TIME:

The Town of Smithfield desires to have the project completed and operational within 3-months of authorization to proceed. As part of the RFQ submittal, please assess the proposed time frame and advise with regards to feasibility.

SUBMITTAL REQUIREMENTS

All RFQs are limited to twenty (20) pages inclusive of the cover sheet, and shall be typed on 8-1/2" x 11" sheets, single-spaced, one-sided.

Fold out pages are not allowed. In order to reduce costs and to facilitate recycling; binders, dividers, tabs, etc. are prohibited. One staple in the upper left-hand corner is preferred.

RFQs containing more than twenty (20) pages will not be considered.

Four (4) copies of the RFQ should be submitted unless submittal is via pdf electronic file.

Firms submitting RFQs are encouraged to carefully check them for conformance to the requirements stated above. If RFQs do not meet ALL of these requirements they will be disqualified.

SELECTION PROCESS

Following is a general description of the selection process:

- The Town of Smithfield Selection Committee will review all qualifying RFQ submittals.
- The Town of Smithfield Selection Committee MAY, at the Town's discretion, shortlist a minimum of two (2) firms to be interviewed.
- In order to be considered for selection, consultants must submit a complete response to this RFQ prior to the specified deadlines. Failure to submit all information in a timely manner will result in disqualification.

SMALL PROFESSIONAL SERVICE FIRM (SPSF) PARTICIPATION

The Town of Smithfield encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

The Firm, at the time the RFQ is submitted, shall submit a listing of all known SPSF firms that will participate in the performance of the identified work.

SELECTION CRITERIA

All firms who submit responsive RFQs will be considered.

In selecting a firm/team, the selection committee will take into consideration qualification information including such factors as:

1. Firm's experience, knowledge, familiarity and past performance with the Town of Smithfield – 30%

2. The experience of the firm to perform the type of work required – 50%
3. Firm’s understanding of the project specific issues and their responsibility in delivering services for the advertised project – 20%

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed SPSF participation will be given priority consideration.

SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS

The RFQ should be addressed to **Town of Smithfield, Attention: Gary Johnson, Parks and Recreation Director**, and must include the name, address, telephone number, and e-mail address of the prime contact person for this RFQ.

The RFQ must also include the information outlined below:

Chapter 1 - Introduction

The Introduction should demonstrate the Firm’s overall qualifications to fulfill the requirements of the scope of work and should contain the following elements of information:

- Expression of firm’s interest in the work;
- Statement of whether firm is licensed;
- Statement regarding firm’s possible conflict of interest for the work; and
- Summation of information contained in the letter of interest.

Chapter 2 - Team Qualifications

This chapter should elaborate on the general information presented in the introduction, to establish the credentials and experience of the Firm to undertake this type of effort. The following must be included:

1. Identify recent, similar projects the firm, acting as the prime contractor, has conducted which demonstrates its ability to conduct and manage the project. Provide a synopsis of each project and include the date completed, and contact person.
2. If sub consultants are involved, provide corresponding information describing their qualifications as requested in bullet number 1 above.

Chapter 3 - Team Experience

This chapter must provide the names, classifications, and location of the firm’s North Carolina employees and resources to be assigned to the advertised work; and the professional credentials and experience of the persons assigned to the project, along with any unique qualifications of key personnel. Although standard personnel resumes may be included, identify pertinent team experience to be applied to this project. Specifically, the Town is interested in the experience, expertise, and total quality of the Firm’s proposed team. If principals of the firm will not be actively involved in the project, do not list them. The submittal shall clearly indicate the Firm’s Project Manager, other key Team Members and his/her qualifications for the proposed work. Any other pertinent information should also be listed in this section.

Chapter 4 - Technical Approach

The consultant shall provide information on its understanding of, and approach to accomplish, this project, including their envisioned scope for the work and any innovative ideas/approaches, and a schedule to achieve the dates outlined in this RFQ.

All submissions, correspondence, and questions concerning this RFQ should be directed to:

Gary Johnson
Smithfield Parks and Recreation Director
919-989-1069
rkpowell@smithfieldpd.org

IF APPLICABLE, questions may be submitted electronically only, to the contact above. Responses will be issued in the form of an addendum available to all interested parties. Interested parties should also send a request, by email only, to the person listed above to be placed on a public correspondence list to ensure future updates regarding the RFQ or other project information can be conveyed. Questions must be submitted to the person listed above no later than Monday, March 16, 2020. The last addendum will be issued no later than Tuesday, March 17, 2020.

SUBMISSION SCHEDULE AND KEY DATES

RFQ Release – February 24, 2020
Deadline for Questions – March 16, 2020
Issue Final Addendum – March 17, 2020
Deadline for RFQ Submission – March 18, 2020
Firm Selection and Notification – March 27, 2020
Anticipated Notice to Proceed – April 7, 2020

**** Notification will ONLY be sent to selected firms.**

March 16, 2020

Town of Smithfield
Parks & Recreation Department
600 Booker Dairy Rd
Smithfield, NC 27577

Subject: Smith Collins Park Splash Pad

Mr. Johnson,

Carolina Recreation & Design is very pleased to present this proposal for consideration for the splash pad at Smith Collins Park in Smithfield, NC. Carolina Recreation & Design has the unique capability to supply and install commercial recreational equipment and has developed the right mix of world-class capabilities to meet the initial and continuing needs of their customers. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

Carolina Recreation & Design has developed a custom splash pad design that is based on the initial requirements as they have been presented in the RFQ. This design is merely a starting place. The goal is to work with the customer to design a space that will provide a safe and affordable play environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, our proposal has been designed with a focus on safety and is fully compliant with local and state standards.

We invite you to review this proposal and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success!

Warm Regards,



Caleb Mangum

Business Development Manager
Carolina Recreation & Design
344 Rolling Hills Rd Ste 201
Mooresville, NC 28117

I. Corporate Introduction

Carolina Recreation & Design (CRD) is a full-service recreation sales & installation company offering commercial grade recreational products for parks, schools, churches, clubs, property management companies, day cares and amusement parks. Our designs utilize products from our manufacturers to create incredible play spaces accessible parks and playgrounds.

Carolina Recreation & Design distributes the following commercial product lines:

- Playcraft Systems – Commercial Playground Equipment
- ICON Shelters – Prefabricated steel and wooden picnic shelters
- Water Splash – Spray Pads
- USA Shade Products – Fabric Shades
- Playsafer Surfacing – Poured Rubber Playground Surfacing Solutions
- LeisureCraft – site furnishings

Our staff has over 30 years of experience in sales, design and construction of municipal park projects. Our goal is to provide the best value in the industry, with a focus on safety and a keen eye for FUN!

Company Information

Carolina Recreation and Design, LLC
344 Rolling Hills Road Suite 201
 Mooresville, NC 28117
Corporation in the State of North Carolina
FED TAX ID: 46-225-2536
North Carolina General Contractor License Number #75066

II. Team Organization & Qualifications

Carolina Recreation & Design is a licensed North Carolina General Contractor with an unlimited designation (license #75066). Our installation services include permits, excavation, assembly, electrical, site work, fences, water, sewer and concrete work. Carolina Recreation & Design has the financial ability to undertake the work and assume the liability. We can supply proof of professional liability insurance coverage in the minimum amount of \$1,000,000.00 and an adequate accounting system to identify costs chargeable to the project upon request.

In recent years, Carolina Recreation & Design has successfully completed 5 spray pad projects in North & South Carolina. These projects had their own unique challenges and design preferences. Carolina Recreation & Design successfully completed each project using creative problem solving, drawing upon its years industry knowledge and capabilities. Keys to success include recognizing/utilizing market trends, applying cost saving measures during design and self-performance of many key construction elements providing the most cost-effective route to completion.

During this process you can expect our dedicated project team to provide a high level of service by providing organized documentation, professional & timely responses and clear communication. Included with our proposal, you will find a comprehensive list of past projects with contact information for your reference. If you have questions or need clarifications regarding a past project, please feel free to ask.

Carolina Recreation & Design is committed to quality equipment and workmanship. When you partner with Carolina Recreation & Design, you'll receive our "CRD Guarantee." Our limited workmanship warranty ensures that the job will be done right, on time and within budget. If, during your first year of operation, you have issues with our products, we promise to resolve it quickly at no added cost to you. We take pride in the work we do. We are confident that our unique mix of design and construction capabilities will provide an unmatched service throughout this project!

Project References

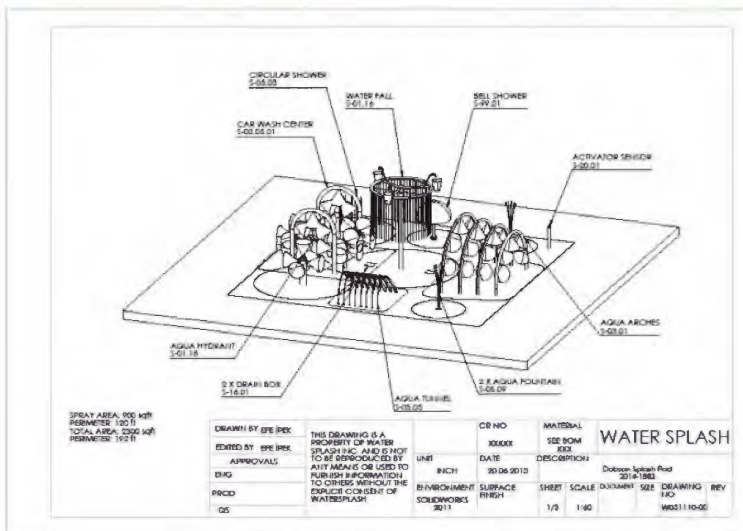
Dobson Town Square; Town of Dobson, NC

Project consisted of splash pad with recirculating system, shade structure and associated site work. All work and equipment supplied and installed by Carolina Recreation & Design.

Contact: Laura Neely

Telephone: 336-356-8962

Project Completion date: 2015



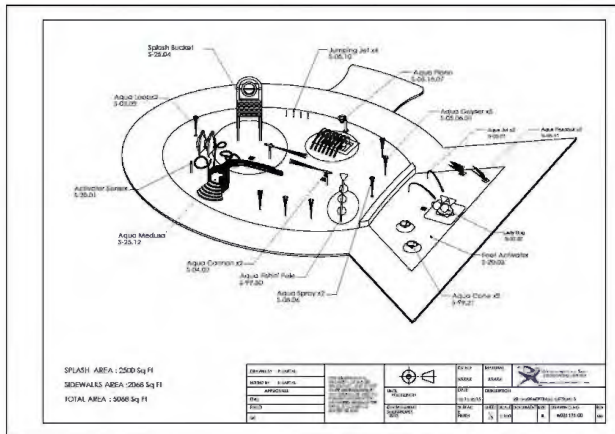
Melvin Park; Irmo Chapin Park and Recreation

Project consisted of splash pad with recirculating system, shade structure and associated site work. Design, installation and equipment supplied and installed by Carolina Recreation & Design. Contract Value +\$300,000.00

Contact: Jason White

Telephone: 803-345-6112

Project Completion Date: 2017



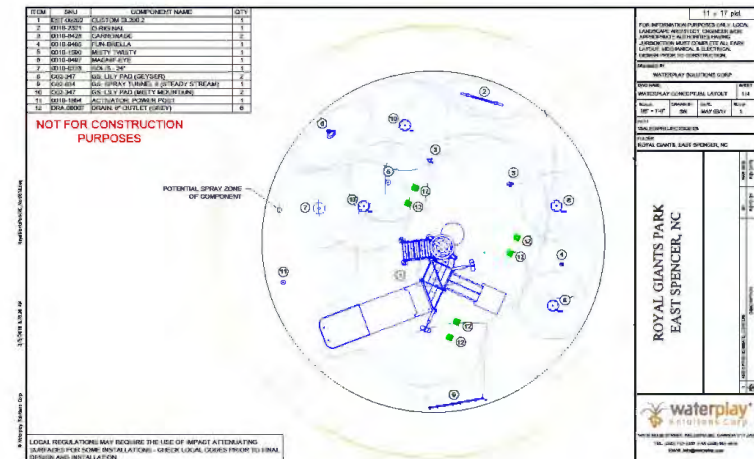
Royal Giants Park October, Town of East Spencer, NC

Project consisted of new recirculating splash pad with baseball themed features including custom poured in place rubber surfacing with baseball field design. Additional contracted items included new playground, picnic shelter, site map kiosk, and various site amenities. Contract Value +\$700,000.00

Contact: Danny Norman Architect

Telephone: 704-633-3121

Project Completion Date: 2018



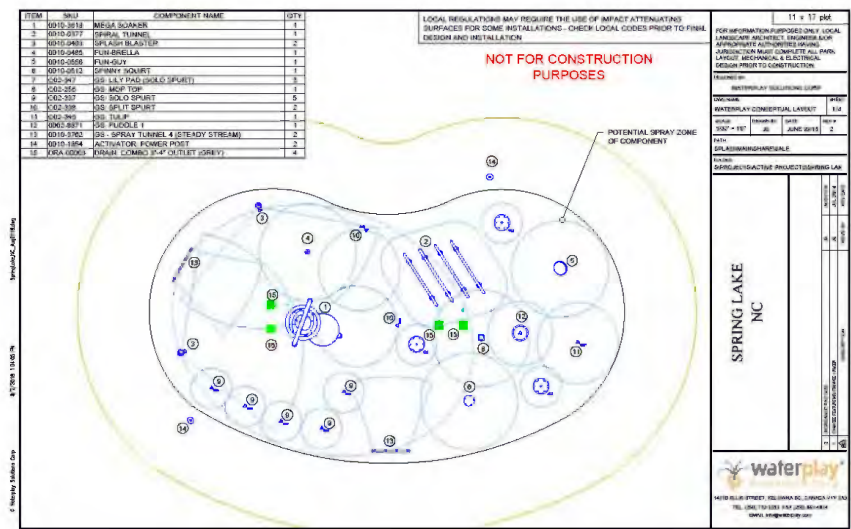
Spring Lake Recreation Center; Town of Spring Lake, NC

Project consisted of new recirculating splash pad with new pre-cast restroom building, custom built block pump room, site work and various site amenities. Contract value +\$500,000.00

Contact: Daniel Gerald, Town Manager

Telephone: 910-436-0241 x 1321

Project Completion Date: May 2019



Newton Recreation Center; City of Newton, NC

Project consisted of new recirculating splash pad, fabric shades, pump room, artificial turf play area, site work and various site amenities. Contract value +\$550,000.00

Contact: Sandra Waters, Parks and Recreation Director

Telephone: 828-695-4317

Project Completion Date: October 2019



III. Team Experience

Don Hemingway, *President & Owner*

Don brings extensive experience in corporate leadership, sales & project management. With over 20 years' experience in the recreation industry, Don understands the challenges and rewards of park projects. An engineer by education (Go Blue!) and a licensed General Contractor, Don brings senior leadership and knowledge to each project that is second to none.

Caleb Mangum, *Business Development Eastern NC & Project Management*

Caleb has worked in public & private recreation for over 13 years. Caleb holds a BA in Parks, Recreation & Tourism Management from North Carolina State University and is a certified recreation & parks professional. Since joining Carolina Recreation & Design in 2017 he has sold & managed projects both large and small. His commitment to customer service ensures that each customers' experience is positive, organized and exceeds expectations.

Scott Johnson, *Design/Estimator/AutoCAD Draftsman*

Scott joined Carolina Recreation & Design in 2015 as lead estimator and project designer. His technical proficiencies include AutoCAD, PlayDesigner (Playcraft), Waterplay Interactive & various other platforms for design. Scott creates site specific custom play area designs that are within budget and sure to please!

Kelsey Clark, *Office Manager: Logistics/Accounts Receivable and Payable*

Kelsey has worked in office administration & management for over 10 years. Kelsey coordinates billing, shipping and keeps project moving on time and within budget.

Smith Collins Project Team

- Project Manager (lead): Don Hemingway
don@carolina-recreation.com
c 704-953-7817
Based at home office in Mooresville, NC
- Project Manager (second): Caleb Mangum
caleb@carolina-recreation.com
c 919-753-6704
Based in Fuquay-Varina office
- Project Coordinator & Billing: Kelsey Clark
kelsey@carolina-recreation.com
o 704-664-1833

- Construction Supervisor: Bill Orr
919-413-0663
Based in Fuquay-Varina office
- CRD Construction Crew: 3+

Sub-Contractors

Our trusted partners include skilled trade positions in installation services, concrete & site work, building & framing, plumbing, electrical and play surfacing solutions. Carolina Recreation & Design thoroughly vets subcontractors and their employees. Each partner is required to hold general liability and workman's compensation insurance. Each of our subcontractors has partnered with Carolina Recreation & Design on multiple past projects and we trust and expect a high level of service and quality finished work from each.

IV. Technical Approach

Carolina Recreation & Design has developed a custom splash pad configuration based on the requirements as they have been presented in the RFQ. In addition, our proposal has been designed with a focus on safety and is fully compliant with local and state safety standards. Our scope (listed below) encompasses premium features including inground and above ground spray features, drains, manifold, controller, activator, utility connections within 50’ of the pad (water, electric supply & storm), site work with sidewalks, all plumbing and electrical bonding, concrete slab work with broom finish.

Scope of Work

- Provide Splash Pad Design (including color selections), engineered drawings (slab & electrical plan), piping plan & mechanical workbook – 4 weeks
- Site surveying & grading/excavation of area associated with splash pad location, installation of temporary power pole – 2 weeks
- Installation of equipment leveling bases, ground sprays and feature play bases – 1 week
- Installation of plumbing and manifold cabinet – 1 week
- Electrical bonding of all play features – .5 week
- Connection to utilities (Water Supply, Electrical Supply, Storm Water Drain must be supplied by the owner and brought to the pad/manifold cabinet) – 3 weeks
- Pressure testing of all piping & manifold system – 1 day
- Installation of stone & rebar mat for pad – 1 week
- Installation of concrete pad & sidewalk (6” slab for wet area; 4” slab for dry areas & sidewalks) – 2 week
- Above ground feature installation – 1 week
- Commissioning and controller set up – 1 day
- Punch list, landscaping & touch up – 1 week

Proposed Schedule

Description	April					May					June					July	
	3/30	4/6	4/13	4/20	4/27	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22	6/29	7/6	7/13	
Contract Award & Notice to proceed	█																
Design, Eng Drawings & Color Selections	█	█	█	█													
Equipment Production & Freight				█	█	█	█	█	█	█	█						
Site Surveying								█									
Mobilization									█								
Site Grading & Excavation									█	█							
Installation of leveling bases, ground spray, play bases										█							
Installation of piping, drains & electrical bonding											█						
City provided water & electrical service (to Manifold Cabinet)										█	█	█					
Pressure testing												█					
Subgrade prep, stone & rebar													█	█			
Concrete forming pouring (Pad & sidewalks)														█	█		
Above ground feature installation																█	
Commissioning and controller set up																█	
Final Grading, landscaping & punch list																█	

Contract & Notice to Proceed – assumption is based upon the Town of Smithfield’s decision & award of contract. Schedule will be modified based on the final NTP & contract award.

Pad Design, Engineered Drawings, Color Selections – Upon NTP Carolina Recreation & Design will collaborate with Town of Smithfield’s owners & stake holders to select a pad design including pad shape and features with colors. Once design has been finalized, orders will be placed for engineered pad drawings (slab detail & electrical bonding), spray equipment, piping plan and mechanical workbook. Deposit invoices will be due at this time. 4 weeks total (1 week for design, 3 weeks for engineered drawings).

Equipment Production & Freight – expected lead time for equipment production is 6-8 weeks plus one week for freight. Factory will provide an estimated ship date and schedule will be updated to correspond with expected delivery date.

Site Survey – Carolina Recreation & Design will perform a detailed site survey to determine elevations, infrastructure needs, design considerations and piping requirements. – 1 week

Mobilization – dumpsters, temporary toilets, site storage & equipment rentals will arrive at the site in preparation for grading & excavation. This will primarily be scheduled around the delivery date of pre-shipment materials (play bases & ground sprays). – 1 day

Site Grading & Excavation – crew will grade area associated with splash pad and sidewalks per site survey results. – 2 weeks

Installation of Leveling Bases, Ground Sprays, Play Bases – as part of the spray equipment pre-shipment items, the bases of each spray feature, including ground sprays, must be dug, poured and correctly placed (elevation included). – 1 week

Installation of Piping, Drains, Bonding – once bases are in place, piping from manifold cabinet to play features, drains & drain lines, and electrical bonding can occur. – 1 week

City provided water supply, electrical supply & storm water connection point – The Town of Smithfield is required to provide supply lines for Water, Electrical and connection to storm water. As part of this proposal, Carolina Recreation & Design assumes that all three components will be brought to within 5’ of the proposed location of the Manifold Cabinet. CRD will provide the Town with supply line sizing and loads. If the Town prefers that this portion of work be performed by Carolina Recreation & Design, then additional information will be needed, and fees may apply. – 3 weeks

Pressure Testing – prior to covering splash pad piping, a pressure test will be performed to ensure no leaks in plumbing exist. All feature lines will be charged and checked. – 1 day

Subgrade Prep, Stone & Rebar Installation – subgrade to be leveled smooth and stone base to be installed (#57 stone typical). Rebar mat (per slab detail) to be cut & tied. – 1 week

Concrete Forming & Pouring – once stone & rebar in place, forming and pouring of slab (per slab detail) and sidewalks can be performed. Note that sidewalks do not include stone base or rebar. – 2 weeks

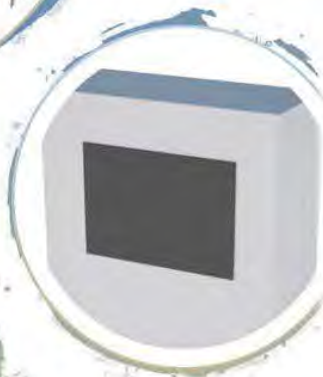
Above Ground Feature Installation – once slab has been installed and adequate time has lapsed for curing, all above ground spray features including activator will be installed per manufacturers spec. Manifold cabinet and activator to be installed during this time as well. – 1 week

Commissioning and Controller Set Up – Carolina Recreation & Design will schedule a time with owners to review operation of the splash pad, set up schedule and sequencing of pad features and review questions the owner may have. – 1 day.

Final Grading & Punch – crews will rake smooth surround areas around pad and sidewalks, repair any landscaping damaged by equipment traveling in/out of the work area. All equipment will be inspected for safety and/or damage, hardware secured, touch up paint applied to any scratched areas. 2-3 days



DRAIN AWAY SYSTEM



- DRAIN AWAY system uses city provided fresh water. Provided 2" line shall be connected to Water Splash manifold using pressure regulator and backflow preventor.
- System Uses:
 - WATER SPLASH controller
 - WATER SPLASH stainless steel manifold
 - Center drain, which connects to waste line (sewer / or storm)



Water Splash products are designed and manufactured to meet two basic criteria; fun and safety. Only the finest materials are used in the construction process, to ensure that maximum safeguards are incorporated into every design. To this end, all manufacturing and tooling takes place in-house, and all products conform to or exceed ASTM F1487, ASTM F2461, SS 457 and CSA Z614-07 standards. Our in-house engineering and manufacturing expertise also provide our customers with another advantage: complete customization, to suit any and all of their needs.

- ***All metal products are made of 304/304L stainless steel material.***
- ***Nozzles, water openings and sprayers are made of C360 brass material.***
- ***Water Splash provides special temper-resistant tools. All products are offered with winter caps.***
- ***The painted finish of all equipment is a high-quality, UV-resistant powder coating of oven-cured glossy polyester, with stabilizers and chlorinated water resistance.***
- ***Spray nozzles are recessed, welding marks are invisible (buffed and polished) and equipment is pressure tested for leakage.***
- ***Products comply with the ADA (Americans with Disabilities Act) and CDA (Canadians with Disabilities Act).***



1m

1m



ACTIVATOR SENSOR



SEA TURTLE



BEE LOOP



DAISY POST



AQUA JET



FOUNTAIN ROCK
AQUA SHAPES



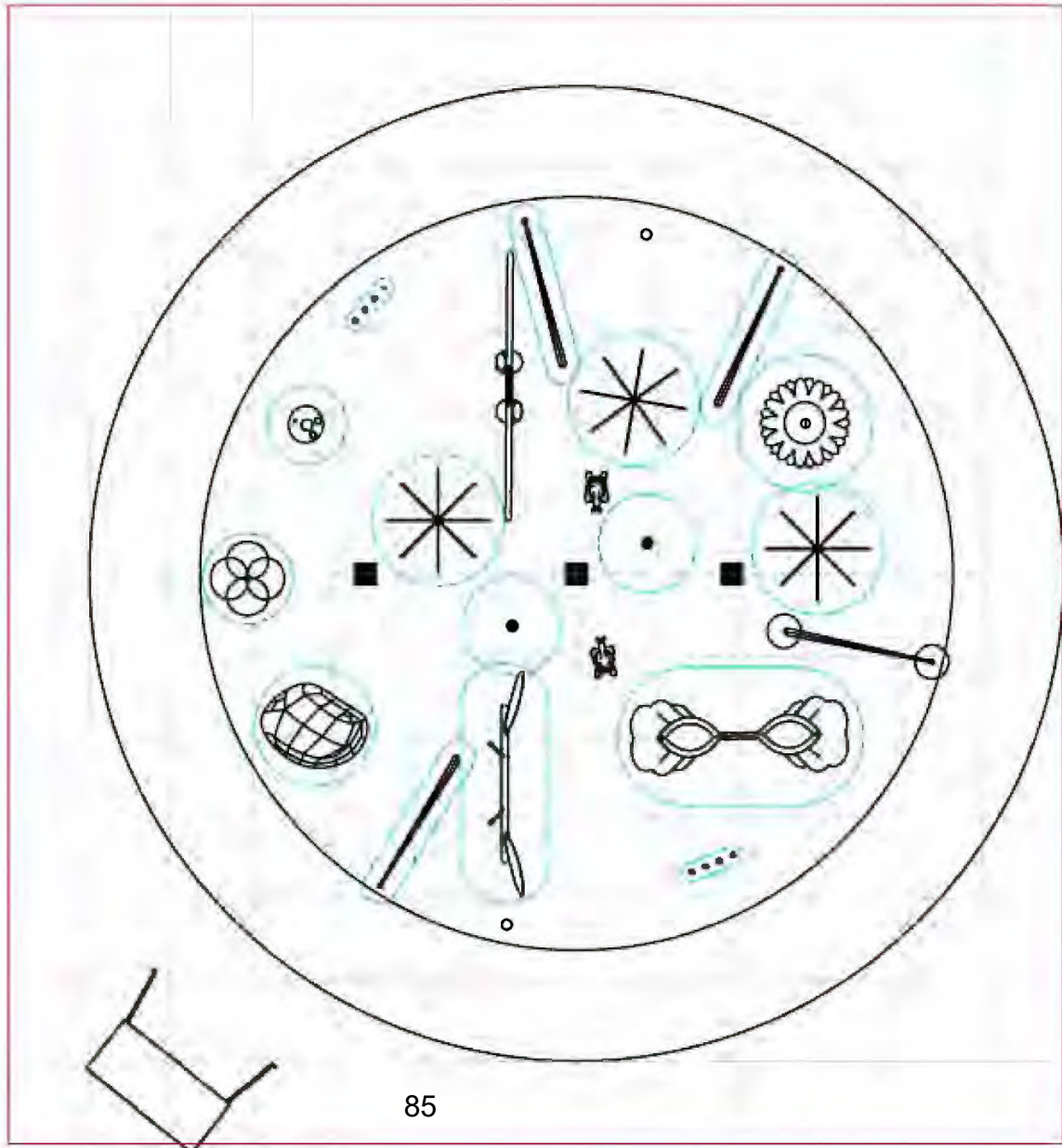
AQUA JET



BUTTERFLY CANNON



AQUA RUSH



GRID DIMENSION 1m x 1m

PARTS LIST

ITEM NO	ITEM CODE	DESCRIPTION	QTY	FOOTING TYPE	TOTAL GPM
1	S-97.06.05	DAISY POST	1	-1	10
2	S-05.06	AQUA SPRAY	2	-G-	30
3	S-05.14	AQUA RUSH	2	-G-	15
4	S-05.01	AQUA JET	4	-D-	3
5	S-04.05.01	BUTTERFLY CANNON	2	-A-	7
6	S-97.01.01	AQUA GARDEN II	1	-D-	15
7	S-05.05.02	AQUA TUNNEL JR	2	-D-	8
8	S-03.02.06	BEE LOOP	1	-B-	10
9	S-02.36	FOUNTAIN ROCK-AQUA SHAPES	1	-F-	20
10	S-05.07	AQUA MIST	1	-A-	9
11	S-06.01	SEA TURTLE	1	-A-	10
12	S-02.08.08	AQUA NATURE BUG III	1	-A-	8
13	S-20.01	ACTIVATOR SENSOR	2	-A-	N/A
GENERAL LAYOUT			1	-	-
ABOVE GRADE CABINET			1	-	-

PROJECT NAME

SMITH COLLINS PARK SPLASH PAD

DRAWN BY/ DATE

G.YAYMAN 13.03.2020

PROJECT NR.

2020-4169

REV

0.1

UNIT

CM

SHEET

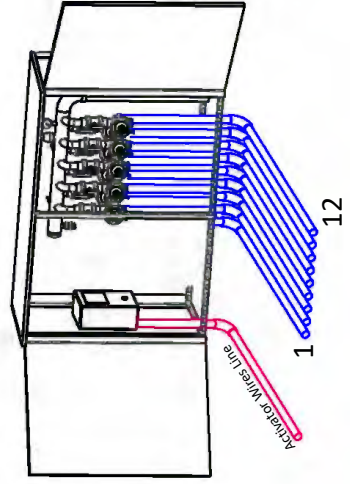
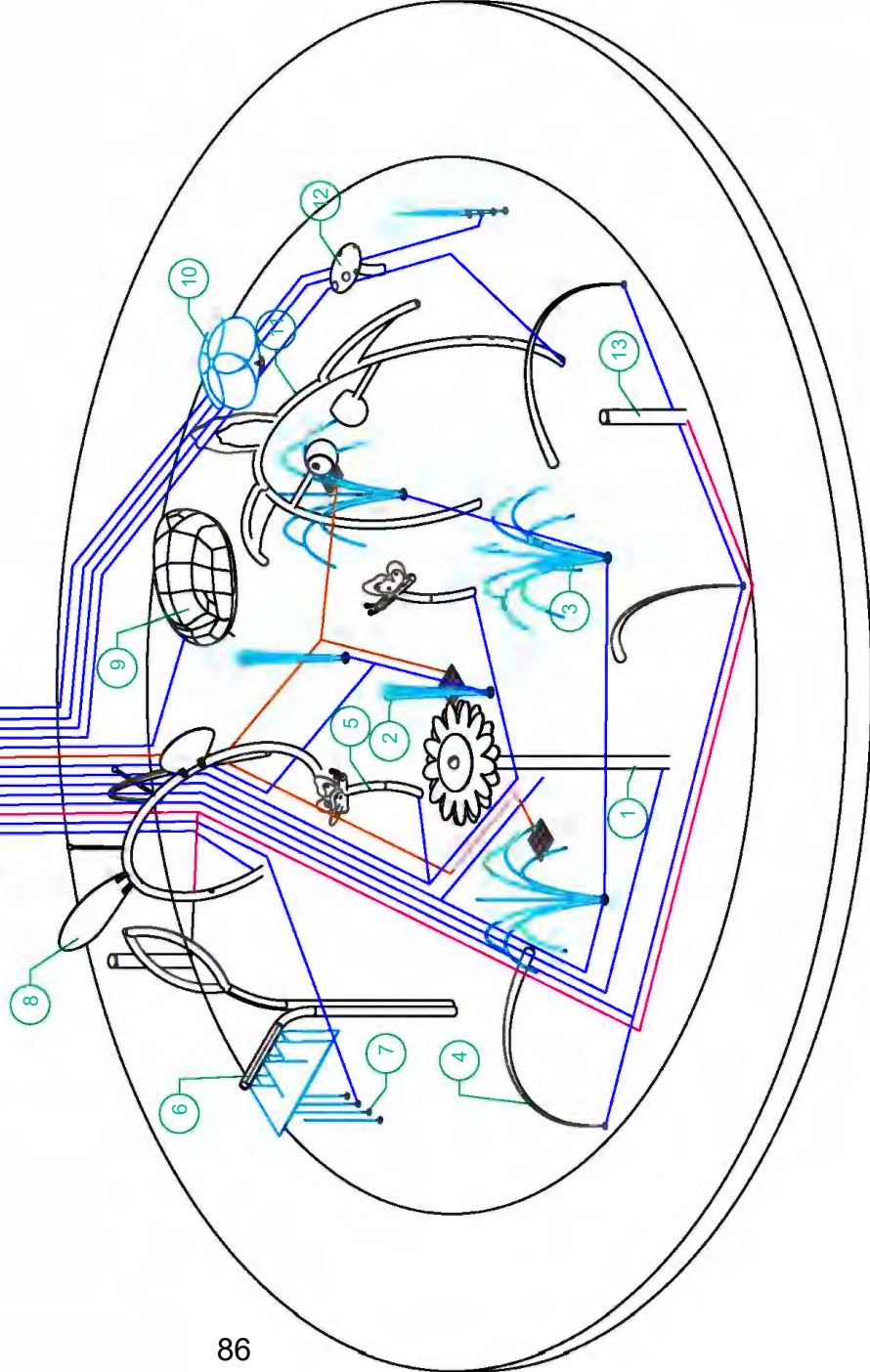
2

WATER SPLASH INC.

THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPLICIT CONSENT OF WATER SPLASH

PRODUCT LINE LIST

ITEM NO	ITEM CODE	DESCRIPTION	QTY	LINE TYPE
1	S-97.06.05	DAISY POST	1	1 1/2"
2	S-05.06	AQUA SPRAY	2	1 1/2"
3	S-05.14	AQUA RUSH	2	1 1/2"
4	S-05.01	AQUA JET	4	3/4"
5	S-04.05.01	BUTTERFLY CANNON	2	1 1/2"
6	S-97.01.01	AQUA GARDEN II	1	1 1/2"
7	S-05.05.02	AQUA TUNNEL JR	2	1 1/2"
8	S-03.02.06	BEE LOOP	1	1 1/2"
9	S-02.36	FOUNTAIN ROCK-AQUA SHAPES	1	1 1/2"
10	S-05.07	AQUA MIST	1	1 1/2"
11	S-06.01	SEA TURTLE	1	1 1/2"
12	S-02.08.08	AQUA NATURE BUG III	1	1 1/2"
13	S-20.01	ACTIVATOR SENSOR	2	N/A
14	-	ABOVE GRADE CABINET	1	-
15	S-16.01	DRAIN LINE	3	6"



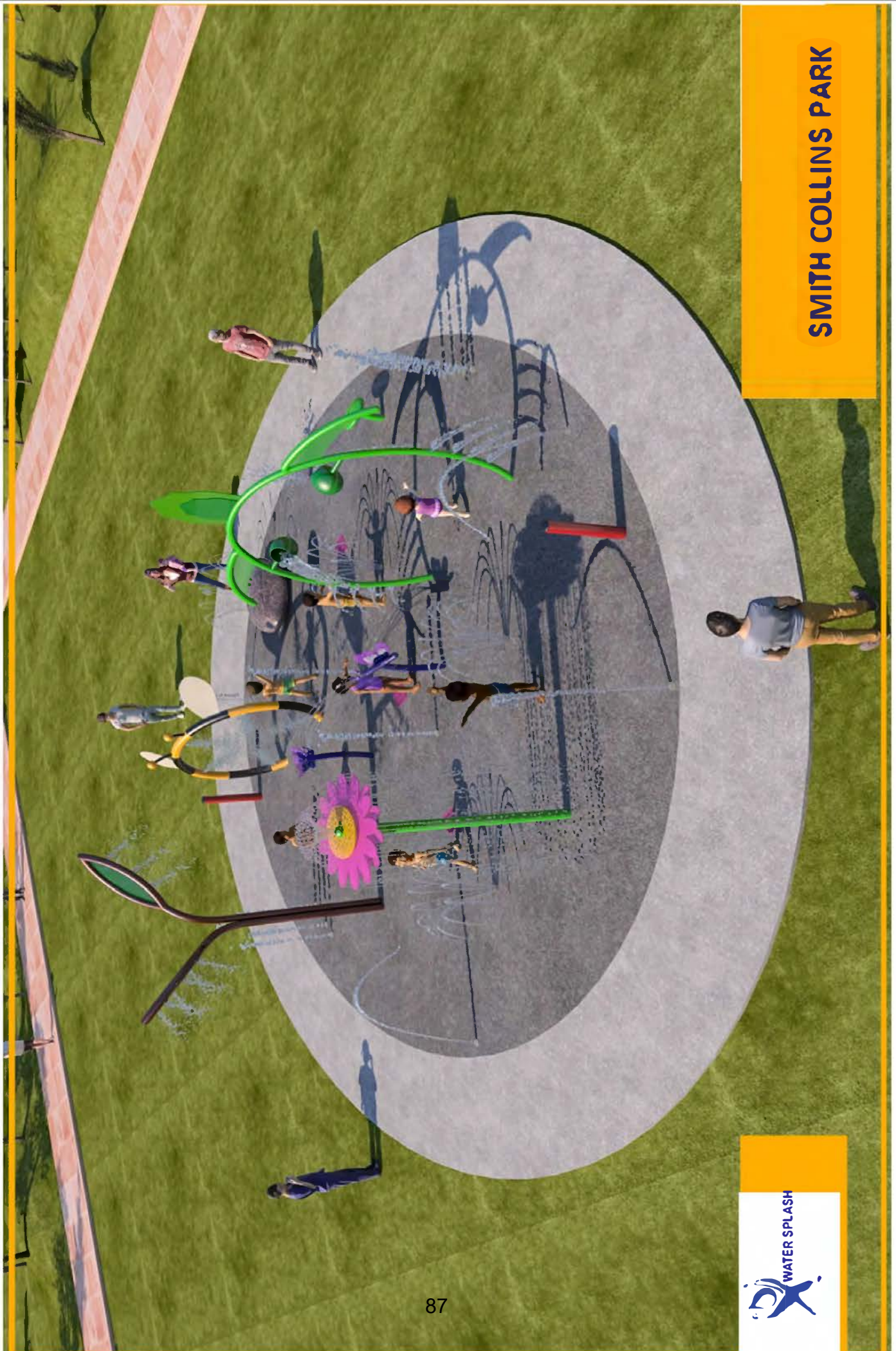
DRAIN AWAY SYSTEM		
ITEM NO	DETAIL	INPUT
1	POWER SOURCE	110V
2	WATER INLET	4" (60 psi)
3	BACKFLOW PREVENTER	BY INSTALLER
4	PRESSURE REGULATOR	BY INSTALLER

SPLASH PAD PIPING AND ELECTRIC DETAIL

PROJECT NAME	SMITH COLLINS PARK SPLASH PAD	
DRAWN BY/ DATE	G. YAYMAN	13.03.2020
PROJECT NR.	2020-4169	
REV	0.1	
UNIT	CM	
SHEET	3	

WATER SPLASH INC.

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SMITH COLLINS PARK





WATER WISE CONTROLLER

WATER SPLASH

ENCLOSURE

Commercial, industrial non metallic NEMA 4X enclosure houses components for splash park water wise controller.

CONTROL UNIT

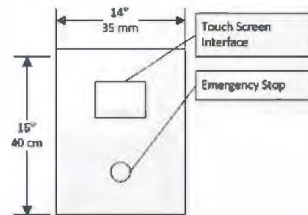
Water Wise controller has a center PLC unit controlling each manifold line. Large touch industrial touch screen interface allows users to set desired programming settings for splash park.

Controller is user programmable and following functions can be programmed:

- Current day and time
- Working hours / or always on
- Activate products via activator or always on
- Spray time
- Up to five spray play sequence
- Product selection per each sequence.
- Wind Speed effect (optional)
- Low water temperature on/off (optional)
- Battery back up



WS-120 VAC, 50HZ 10A
240 VAC, 60HZ 5A
Hardwired to main power source.
UL



SPLASH PARK MANIFOLD
- STAINLESS STEEL -

WATER SPLASH

STRUCTURE

Manifold housing is consist of commercial grade, non corrosive, 304/304L grade 3-1/2" OD stainless steel tubing. Housing shall have a 3" FNPT tread.

MANIFOLD LINE

Manifold lines are assembled using commercial grade, SCH 80 PVC piping and pipe fittings. Each manifold line consist of :

- One double union ball valve
- One solenoid valve - Manifold shall include one winterization Valve Connection (3/4" double union ball valve)

W.H. ARRESTER Pressure Gauge

Manifold housing shall have a 1" FNPT connection for water hammer arrester and 3/4" MNPT for pressure gauge.

ANCHORING SYSTEM

Manifold shall be installed inground or above ground housing in Water Splash facility after functionality test at 100 PSI.

INSTALLATION :

- Inground Vault
 - Above Ground Vault
 - Install by others in pump room
- Product Video File, Scan or Click: NA



Manifold Housing and Water Hammer Arrester



Pressure Gauge

Fiberglass
Styrofoam
Metal
Fiberglass

Above grade cabinet



Water consumption: NA

Water pressure: NA

WARRANTY

PRODUCT

Water Splash Inc. guarantees that all its products meet the specifications provided in the installation drawings and offers:

25 YEAR WARRANTY on stainless steel structures and workmanship, stainless steel anchoring systems and aluminum spheres.

5 YEAR WARRANTY on brass parts, spray nozzles and spray openings, high density polyethylene components, polyurethane components, stainless steel automated water distribution manifold, drain boxes, and electrical enclosures.

2 YEAR WARRANTY on coatings, stainless steel hardware and moving parts, fiberglass components, Seeflow polymers, Toe guards, piping, fittings, ball valves, pressure gauges, terminal blocks, PLC controller, time switches, manual switches, transformers, breakers, electrical wiring, connections and on recirculation system workmanship, Recirculation system pumps and filters are covered by their Manufacturer. Please refer to their warranty documentation.

1 YEAR WARRANTY on all products and parts not listed above.

Warranty above is valid only if structures are installed or assembled as per Water Splash's installation instructions/drawings maintained according to maintenance manual and procedures, not subject to misuse, vandalism, operated under normal use as per designed purpose or have not modified / repaired by unauthorized personnel.



★ **OUR MISSION** ★

*EVERY DAY OUR COUNTRY BATTLES WITH A LONELINESS EPIDEMIC.
WE HELP FIGHT BACK BY BUILDING BEAUTIFUL OUTDOOR SPACES OFFERING REAL
CONNECTION FOR FAMILIES & COMMUNITIES.*

**WE WILL BUILD THINGS
WE ARE PROUD OF.**



**WE WILL MAKE IT SAFE,
MAKE IT RIGHT.**



**WE WILL SERVE OUR GOD,
TEAM, & CLIENT.**



**GRAB THE FLAG,
SOLDIER ON.**





Great Southern Recreation

Beautiful Outdoor Spaces

North Carolina General Contractor: 82074

March 17, 2020

Gary Johnson, Director
Parks and Recreation
Town of Smithfield, NC

Dear Mr. Johnson and others,

It is my pleasure to present to you Great Southern Recreation LLC and WaterPlay Inc. RFP response. In this response, we have included two design options that will fit within the budgeted amount of \$110,000 for the turnkey fully installed flow through system splashpad project, and 8'x10' sidewalk. Option 1 is 1,174 square feet and options 2 is 1,693 square feet. Great Southern Recreation has our own installation crews headquartered in NC and can complete this project by the August 2020 deadline.

In my past experience selling and managing installations of splashpads, I have personally sold and managed the installation of over 35 splashpads in NC and SC, with both Vortex and Great Southern Recreation and have extensive experience in working with various municipality and state agencies in order to coordinate and execute successful permitting, installation of and training aspects of the operation of splashpads.

We are excited about this opportunity to work with you and are available to answer any and all questions you may have regarding our approach to this exciting project.



2441-Q Old Fort Pkwy
#462
M'Boro, TN 37128




919-987-4792



Jim@GreatSouthernRec.
com



GreatSouthernRec.com



Great Southern Recreation is a woman owned small business and operates throughout the Southeastern US providing Splashpads and Playgrounds to municipalities, school systems and church organizations.

We look forward to your response to this information and we welcome the opportunity to meet and answer any questions you may have as your embark on this exciting addition to your towns amenities.

Sincerely, Jim Hartman
Great Southern Recreation-
Facilities and Amenities Manager
jim@greatsouthernrec.com

(919) 987-4792



CERTIFIED SOUTHERN-BUILT™ INSTALLATION

An official proposal from Great Southern isn't limited to parts from a catalog. We've made a plan for the long-term performance and legacy of the space you're building. You'll want to make sure your playground is Southern-built™.

Exclusive GSR Labor-backed Warranty: Your warranty doesn't stop with the manufacturer. We match their warranty with one of our own. While a warranty scenario is rare, you won't be stuck installing parts yourself and left to hope the repair is compliant with federal guidelines. GSR will ship your warranted parts and perform the replacement... for the entire life of the warranty.

The Team Approach: We don't dump your project on an installer you've never met. In all phases of your project you'll have full access to your personal Territory Manager, GSR Safety and Operations Manager, Lead Installers, President and Company Owner.

Personal Investment: Everyone connected to your project is personally invested and follows the GSR mantra of being proud of the work they leave behind.

Compliance: Your installation will be completed by certified professionals holding an up-to-date CPSI certificate. Whether our in-house crews or a certified subcontractor we've worked with for years, you're in good hands. Your playground will be in compliance with all ASTM, CPSC and ADA guidelines.

Truly turn-key: Your installation includes shipping, unloading, staging, assembly and finishing. When we say "turn-key", we won't send you a list of exclusions and things you're responsible for.

YOU'RE IN THE RIGHT PLACE. YOUR BETTER WORLD, STARTS RIGHT HERE.

GreatSouthernRec.com

1.800.390.8438

Info@GreatSouthernRec.com



Great Southern Recreation

Licensed general contractor: TN_GA_AL_VA_NC_SC_MS.

Operate in GA_TN_AL_VA_NC_SC_MS_KY_FL.

Specialized contractor in the design/build of recreational spaces

- specifically playgrounds and splash pads.

Self perform with two dedicated splash pad installation crews and a dedicated PM for splash pad projects.

Company address: Great Southern Recreation LLC
Abigail Vance, Owner
FED Employer ID # 413559789
2441-Q Old Fort Parkway # 462
Murphreesboro Tennessee, 37128
615-406-6356

Bond Rate: 2%. Bond Capacity: \$3M. GLI: \$2M.

Smithfield Splashpad Park Project Team



JEFF GATTIS
DIRECTOR OF OPERATIONS



JIM HARTMAN
SALES, AND ONSITE
PROJECT
COORDINATOR



ROBIN HOLLAR
PROJECT SUPERINTENDANT
SPLASHPADS, NC PROJECT
MANAGER



CHRIS BERRONG
DIRECTOR OF STRATEGIC
PROJECTS



QUINTON HOLLAR NC
SPLASHPAD CREW LEADER

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, Allyson Vasick (hereinafter the "Affiant"), duly authorized by and on behalf of Great Southern Recreation (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. Employer has submitted a bid for contract or desire to enter into a contract with the Town of Harrisburg;
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.
3. Employer employs fewer than 25 employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the Town of Harrisburg informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

This the 17th day of October, 2019.

Allyson Vasick
Affiant

STATE OF NORTH CAROLINA - Tennessee

COUNTY OF Davidson

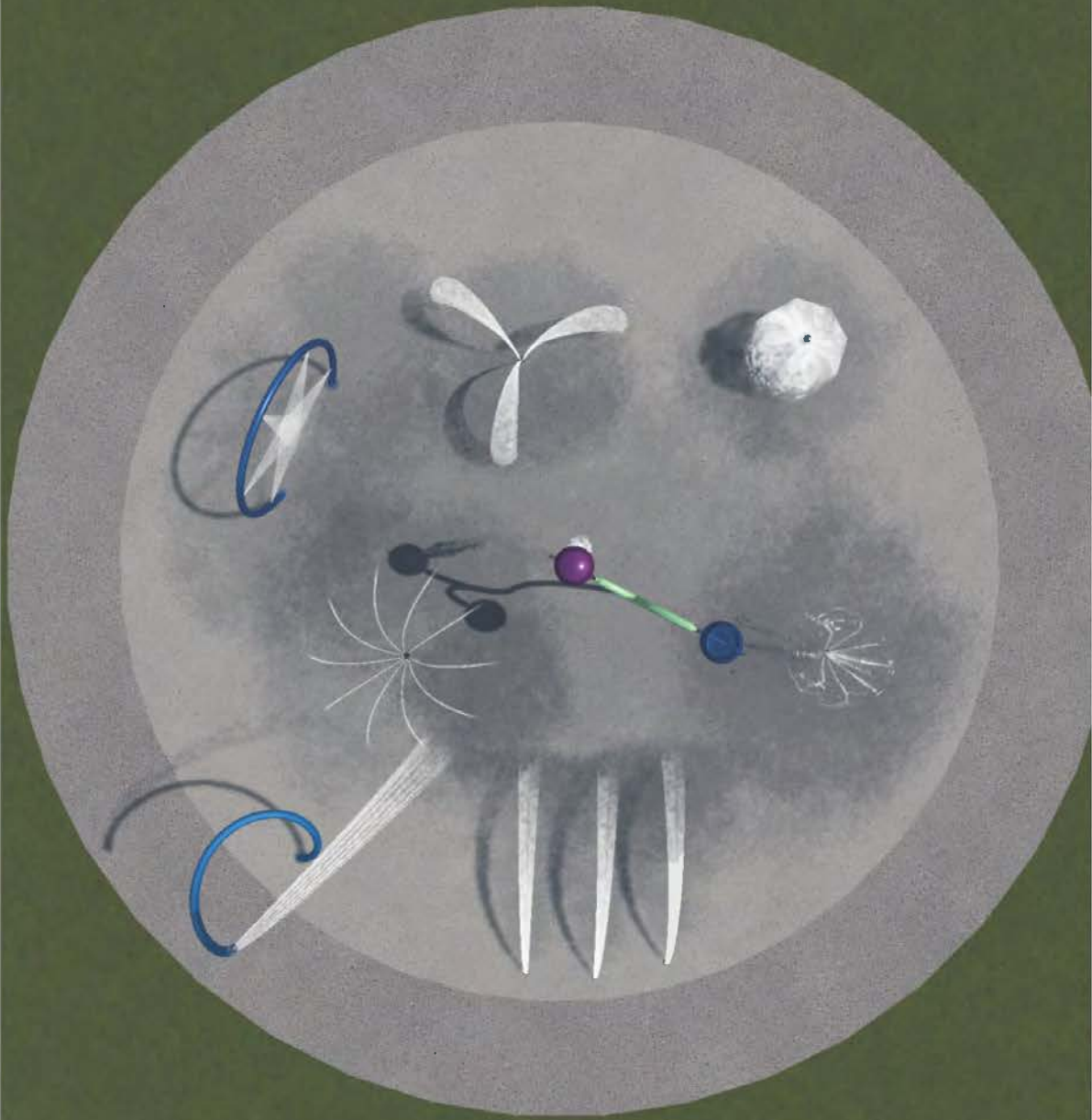
Sworn to and subscribed before me, this the 17th day of October, 2019.

Rachel Arnold
Notary Public

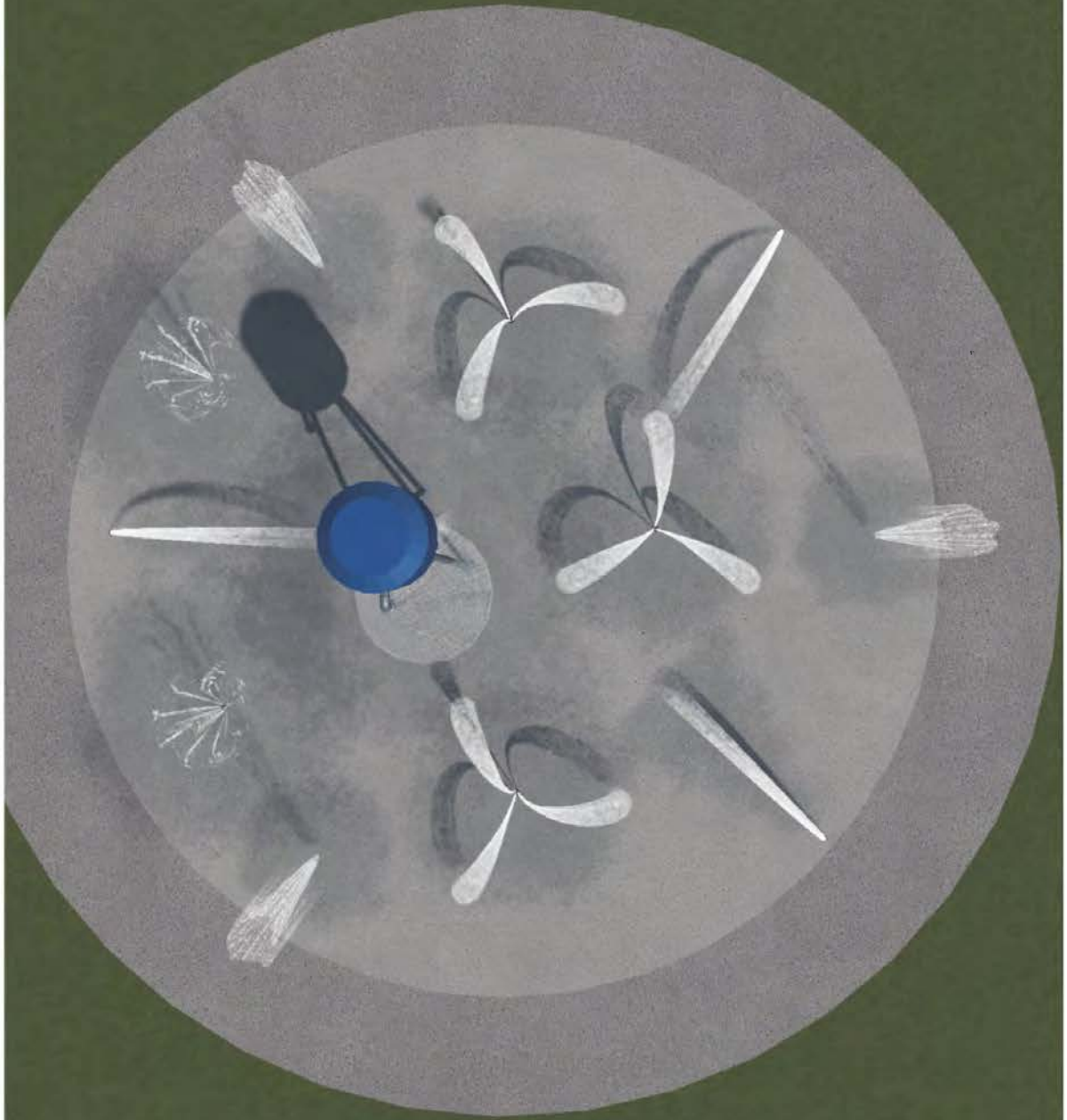
My Commission Expires: Nov 5 2019













**A CLEAR
SOURCE
OF
FUN**

PROPOSAL

**Smith Collins Park Splash Pad
Town of Smithfield NC**

March 13, 2020



Chapter 1: Introduction

Thank you for the opportunity to present you with a Vortex Splashpad Solution!

Vortex Aquatic Structures is the premiere manufacturer of Splashpad equipment, with over 7000 installations worldwide and over 40 in North Carolina alone. As the industry leader, we work closely with our municipal partners from design to installation, providing exceptional service along the way.

Our office in Charlotte NC includes your local Sales Specialist, Construction Project Coordinator, Construction Manager and our experienced Service Technician ensuring that the right people are right here in North Carolina to serve you. In addition, we have a full team of product and project engineers, designers, customer service specialists that support us from our head office.

All Vortex product, from Play Features to Water Management Systems are designed and built by us and everything is produced and fully tested in our facility, which allows us to guarantee the quality and durability of our product. What this means for you is an industry leading warranty and peace of mind that your Splashpad will be a success for years to come.

Vortex is a fully licensed NC General Contractor, and maintains a team of certified installers which allows us to perform several Installations simultaneously. We have created a unique design for you, adhering to the basic parameters of the RFQ. If awarded we will be happy to review this with you and provide you with further consultation to make sure that at the end of this process you have the perfect Splashpad for your community.

We appreciate this opportunity to serve your community!

Chapter 2: Team Qualifications

1. City of Fayetteville NC: Vortex has designed and Installed 10+ projects for the City of Fayetteville since 2018. The projects ranged in size and scope. Working with the city, we provided full services which included consultation, design and installation as well as commissioning and staff training. These projects include:

- Grays Creek Park
- Wade Town Park
- Dorothy Gilmore Therapeutic Center
- Lake Rim Aquatic Center
- Kiwanis Recreation Center
- EE Miller Recreation Center
- Eastover Community Park
- Massey Hill Recreation Center
- Goodwin Town Park
- Stadium Plaza
- Lindon Park

2. City of Winston Salem NC: Vortex provided the design and material for 9 projects for the City of Winston Salem since 2016. The projects ranged in size and scope. Working with the city, we provided full services which included consultation, design and installation as well as commissioning and staff training. These projects include:

- Rupert Bell Park

vortex-intl.com

Vortex Aquatic Structures International
7800 Trans-Canada Hwy, Pointe-Claire, QC H9R 1C6
1 877 586 7839 (USA & Canada) | +1 514 694 3868 (International)

- Polo Park Pool
- Sedge Garden Recreation Center
- Mineral Springs Pool
- Little Creek Park
- Parkland Pool
- Winston Waterworks
- Reynolds Park Pool
- Hathaway Park

3. Vortex also provided the complete design and installation for the following projects:

- Kiwanis Splashpad, Hickory NC
- Kiwanis Park, Sanford NC
- Jack Amyette Park, Jacksonville NC
- Northeast Creek Park, Jacksonville NC
- Taylor Street Park, Wake Forest NC
- Hucks Road Park, Charlotte NC
- Knightdale Station Park, Knightdale NC
- Erwin Center Park, Gastonia NC
- Lake Park, Pineville NC

Sub Contractors

Vortex utilizes certified installers to augment our own installation capabilities. In North Carolina our installer is Aqua Underground Inc. Aqua Underground has been in business since 1988, and has been the primary installer on many notable fountain projects such as:

- Atlanta Botanical Gardens
- Atlanta Braves Stadium
- Carolina First Headquarters
- Blue Cross Blue Shield

In 2015 Aqua Underground partnered with Vortex, went through our rigorous training course and have installed multiple Splashpads throughout the US.

Chapter 3: Team Experience (Charlotte Office)

1. Sarah Shepherd: Regional Sales Manager

Sarah Shepherd brings 15+ years of experience in the Splashpad industry. Since 2004, Sarah has used a consultative approach to work with hundreds of clients worldwide to budget, design and bring successful Splashpads to life. In 2014, Sarah relocated from the head office to North Carolina where she took on the responsibility of growing that market. As a North Carolina resident, Sarah has been involved with most of the projects in North Carolina

2. Mary Banas; Sales Executive

Mary Banas recently joined the Vortex team to cover the North Carolina market exclusively. Mary brings with her a sales, engineering and construction background, providing exceptional consultative customer service.

3. Julie Christine Laverdiere: Project Owner

Based in the head office, Julie provides a link between the client, Sales Executive, and the internal team of engineers, project designers and logistics professionals. Julie has been with the Vortex family for over 3 years.

4. Win Cook; Construction Manager

Win brings 40+ years of experience in the residential and construction industry. Win has an extensive background in play, architecture, engineering and construction, Win is a licensed commercial general contractor in North Carolina with 35 + years' experience in commercial construction, 30 years' experience in the recreation play industry and 18 years' experience in the water play industry. Win has been hands on and managed every aspect of the delivery side of multiple operations including sales support manager, customer service manager, project manager, technical area manager construction manager and sub-contractor program management throughout his career. As a North Carolina resident that is experienced in every aspect of construction, Win brings knowledge, construction experience and combined with a customer service background to assist in any capacity needed to help ensure successful installation of water play products.

5. Shawn Garner: Project Manager

Shawn Garner is in charge of managing projects from the time of sale to completion of installation. Shawn brings with him over 10 years of construction coordination experience, 4 years in residential construction and has personally worked on over 20 Vortex projects locally.

Chapter 4: Technical Approach

Vortex has designed the Splashpad for Smith Collins Park for interactivity and inclusivity. The selected features not only provide an exciting visual effect, but we've selected a variety of water effects and play experiences to ensure that all users have a place to play. In this environment, children of all ages and abilities are engaged for longer periods of time, and have more opportunities to socialize and collaborate with others.

With many installations to date Vortex provides a full installation service. We require a graded site with all utilities brought to specified locations and we take it from there including excavation, backfill, connections to provided utilities, installation of drains and anchors, form and pour of concrete, installation of water management system, plumbing to Splashpad, erection of structures and finally a full system test to ensure that all units are correctly set and functional. We typically use excavated soils where we can; the excess would need to be removed by the city, and landscaping/irrigation or other site amenities would be taken care of by the city.

The 3 months from the receipt of Notice to Proceed to completion would be executed with the following dates being met:

March 27, 2020: Notification of award. Vortex starts submittal/engineering/color selection package to be delivered April 3rd.

April 7, 2020: City provides Vortex with Notice to Proceed (order) and approved submittals and colors. Vortex releases order to manufacturing.



May 19, 2020: Equipment ships from Vortex (this assumes that it ships at one time; we may elect to ship embedded items and start the prep work earlier).

May 25, 2020: Equipment and Vortex installation team arrive on prepared site and begin work.

June 22, 2020: Vortex finalizes installation, completes testing and turns project over to city to finalize any site work.

vortex-intl.com

Vortex Aquatic Structures International
7800 Trans-Canada Hwy, Pointe-Claire, QC H9R 1C6
1 877 586 7839 (USA & Canada) | +1 514 694 3868 (International)





SPLASHPAD DIMENSION

TOTAL AREA : 1000 ft² 93 m²

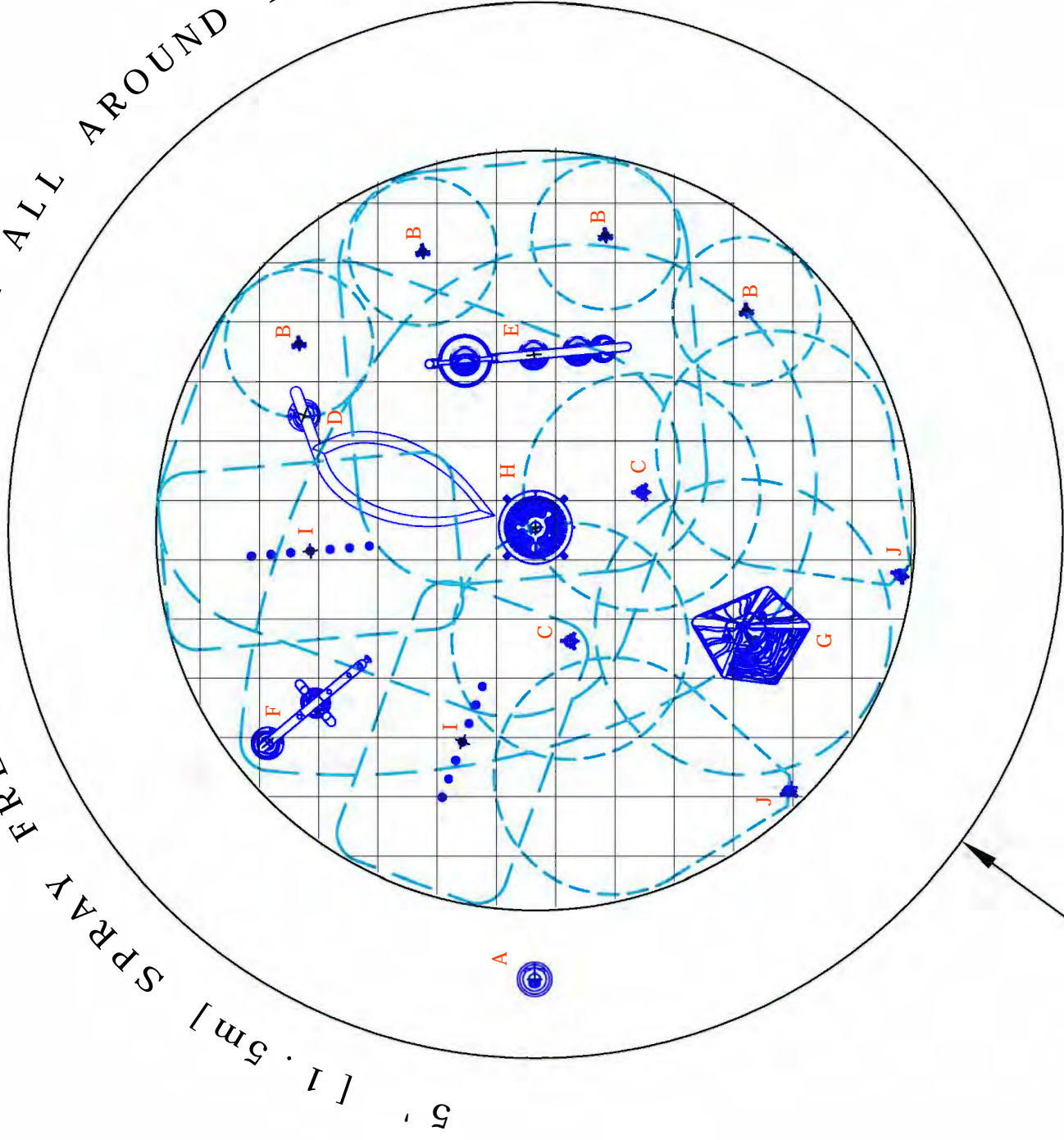
SPRAY AREA : 518 ft² 48 m²

GRID SIZE : 2 x 2 ft 0.6 x 0.6 m

PRODUCT LEGEND

REF	PRODUCT	QTY	GPM	LPM
A	Bollard Activator No 3 VOR 0611	1	0	0
B	Jet Stream N°1 VOR 7512	4	10	37.9
C	Jet Stream No.2 VOR 0325	2	8	30.3
D	Leaf N°2 VOR 7657	1	5.5	20.8
E	Luna N°2 VOR 7231	1	19.5	73.8
F	Luna N°3 VOR 7234	1	6.5	24.6
G	Pico N°1 VOR 7127	1	6.5	24.6
H	Playsafe Drain N°1 VOR-1001.4000	1	0	0
I	Water Wall N°1 VOR 0318	2	23	87.1
J	Wave VOR 0327	2	11	41.6
TOTAL		16	90	340.7

SPRAY FREE CONCRETE AREA ALL AROUND THE SPASHPAD



R17'-10" [R5.43m]



EQUIPMENT CABINET

COMMAND CENTER



THE IMAGE IS FOR REPRESENTATION ONLY.

HIGHLIGHTS

- Front and back access for an easier installation and maintenance
- Light aluminum frame for better heat dissipation
- Vandal proof and corrosion resistance
- Self-enclosed system featuring up to 20 valves
- Painted stainless steel manifold
- Drain access points for line winterization

MAESTRO

INTELLIGENT WATER CONTROL

MAESTRO ENABLES FULL CONTROL OF MULTIPLE WATER PLAY AND DISPLAY SOLUTIONS FROM A REMOTE LOCATION TO CREATE UNIQUE EXPERIENCES.

FEATURES & BENEFITS

SUPPORT

- Remote access for maintenance and operation reduces onsite visits
- Online technical support direct from Vortex

VISUAL INTERFACE

- Simple user interface for intuitive control
- Page specific guided help for easy operation

POWERFUL PROCESSING

- Advanced custom sequencing capabilities
- Control endless amounts of features with various timing and sequencing patterns

RESOURCE MANAGEMENT

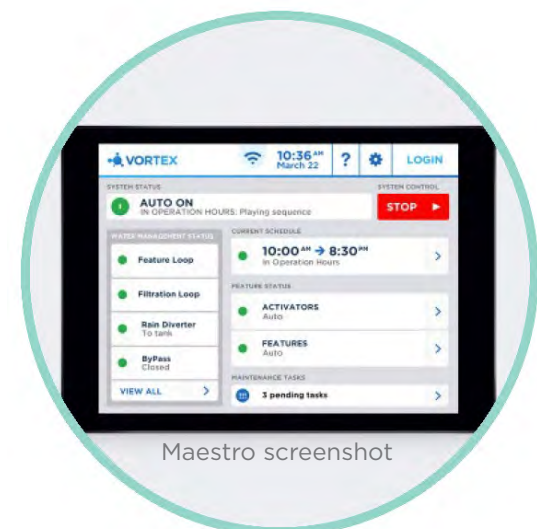
- Real-time flow control for efficient energy and water usage
- Reduction of water hammer issues through soft start/stop transitions within sequences

3G CONNECTION

- Industrial-grade cellular router kit option eliminates need for a hard network cable

MAESTRO LIGHT

- Option to synchronize LED lighting and water to create stunning choreography



Maestro screenshot



Our aquatic play spaces
don't just entertain,
they foster...

**GROWTH
IMAGINATION
INTERACTION
ENDLESS THRILLS
& MEMORIES**

PLAY VALUE PLANNING

Aquatic play success doesn't just happen, you have to design for it. We optimize all our installations for your user mix, site size and location and other specific needs by...

- ✓ Seamlessly integrating multiple types of play experiences for different age groups
- ✓ Keeping play engaging to lengthen dwell times
- ✓ Integrating a diversity of products to maximize play value and enhance the overall experience
- ✓ Creating everlasting memories that bring families back again and again

LET'S PLAY!



ACCESSIBILITY THROUGH UNIVERSAL DESIGN

The concept of Universal Design was developed by North Carolina State University in 1997; its principles have become the industry standard for envisioning products and environments that accommodate as many people as possible, regardless of age, or physical or mental ability.

Every Vortex zero-depth Splashpad® has been designed with accessibility in mind:



SPACE

There is always ample space for turning & manoeuvring wheelchairs; children can play alongside friends who are standing



PLAY

Inclusive design encourages the physical, functional and social development of a child



ACTIVATION

Vortex activators provide audible and visible signs to indicate when the Splashpad® is turned on



HEIGHT

Aquatic play products come in a variety of heights for children of all ages and sizes



WATER EFFECTS

Each Splashpad® is designed with a range of water features & intensities to stimulate a child's senses - at their own pace



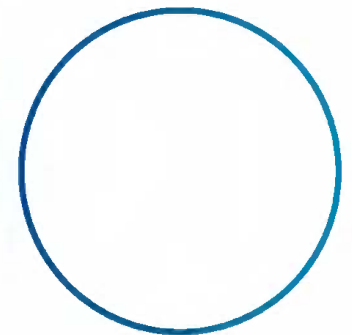
MANIPULATION

Every aquatic play product is easy to use and engage, thanks to a wide range of exclusive Vortex technologies



INCLUSION

Aquatic play products foster collaboration and inclusion among children of all ages and abilities



INTERGENERATIONAL PLAY

Parents and grandparents are invited to collaborate in the water play

SAFESWAP™

ANCHORING SYSTEM

Any aquatic facility requires a significant infrastructure investment. Concrete, plumbing equipment, electrical equipment and earthwork represent a large portion of the overall cost. With proper master planning, Vortex's unique Safeswap™ anchoring system provides owners with the flexibility to add new products, interchange products or completely replace products without any modifications to the infrastructure.

EXPANSION



The Vortex Safeswap™ solution allows owners to make their investment in play products over time as capital becomes available. The infrastructure planning will take into consideration the future play elements to be added. In the interim, the future play products are substituted by an attractive Safeswap™ ground spray.

INTERCHANGE



For owners of several Vortex Splashpads®, the Safeswap™ solution provides the ability to interchange products from one location to the other, creating novelty without additional costs.

TRANSFORM



Although Vortex products will last for decades, some owners may want to transform the look of their facility or provide guests with new attractions. Safeswap™ makes it feasible to swap out a few products or change from one Vortex design line to another, effectively transforming the appearance of the facility without the costs associated with infrastructure modifications.



VORTEX LIMITED WARRANTY

PUBLISHED OCTOBER 2019

THIS LIMITED WARRANTY REPLACES AND SUPERSEDES ALL PREVIOUS VERSIONS

All Vortex Aquatic Structures International (“Vortex”) aquatic play equipment is designed and manufactured to the highest standards of quality and workmanship. Vortex warrants that all its products will be free of defects in manufacturing, workmanship and material for the coverage periods listed below only if the specified environmental parameters are met and none of the exclusions apply.

REGISTRATION

All warranties commence on the date of Vortex’s invoice. Should any failure to conform to the warranties appear within the applicable warranty coverage periods, Vortex shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 90 days of written notification.

COVERAGE PERIODS

25 YEARS	10 YEARS	5 YEARS	2 YEARS	1 YEAR
<ul style="list-style-type: none"> Stainless steel tubing 	<ul style="list-style-type: none"> Structural Stainless Steel* Weld workmanship 	<ul style="list-style-type: none"> Aluminum Brass Polymer Panels 	<ul style="list-style-type: none"> Finishes Galvanized steel structures Plumbing Components Mechanism & Hardware Polymer 	<ul style="list-style-type: none"> Concrete Components Electrical Components Paint graphic & Decal Polymer composite

*Stainless steel used for climbable structures or used to hold a minimum weight of 240 lbs.

EXCLUSIONS TO LIMITATIONS

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of components, equipment, and parts (“Manufacturer”) on products are hereby assigned to the owner, to the extent permitted by the Manufacturer, as the owner’s sole and exclusive remedy with respect to such items. Any assistance by Vortex and/or its authorised partners with regard to component warranties shall not constitute an adoption of the responsibilities of a component manufacturer with regard to its component warranties. This Limited Warranty also does not apply to the following items:

- Careless manipulation (including but not limited to mishandling, repackaging and transport) of Vortex equipment (products, systems, subassemblies and parts);
- Exceeding product and system design capacities;
- Misapplication, abuse, misuse, and/or operation of the equipment outside the parameters described in the user manual and/or design layouts provided by Vortex;
- Failure to ensure that the structures and/or equipment are only subjected to normal use for the purpose for which the products were designed;
- Failure to erect and/or install products according to the installation and assembly instructions provided by Vortex;



VORTEX LIMITED WARRANTY, CONT.

6. Addition or substitution of parts or modification of any type to Vortex equipment or components unless approved by Vortex in writing;
7. Use of non-original manufacturer replacement parts;
8. Subjecting the structures and/or equipment to modification, alteration, or repair by persons other than the Seller or Seller's designees in any respect which, in the judgment of the Seller, affects the condition or operation of the structures and or components;
9. Products, equipment and parts that are exposed to water chemistry profiles outside environmental parameters and swimming pool industry standards;
10. Failure to properly winterize equipment according to best practices and the procedures and documentation provided by Vortex, including but not limited to improper drainage in freezing conditions;
11. Accidental damage, fire, acts of God or other circumstances outside the control of Vortex;
12. Personal injury due to improper use of Vortex equipment;
13. Vandalism;
14. Failure or Neglect to carry out regular inspection and maintenance of Vortex equipment according to best practices and the procedures and documentation provided by Vortex taking into account its frequency of use and the surrounding environmental conditions;
15. Product installed within 500 yards of saltwater shoreline will be covered for half the period of the standard warranty up to a maximum of 5 years, for defects caused by corrosion;
16. Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, air voids, fading, or oxidation of gel coat, fabrics, vinyls, plastics, painted items or stainless steel finishes.

CLAIMS

To make a claim, please contact your local representative or send your written statement of claim, along with the original project number and/or project name to Vortex by

Email: support@vortex-intl.com

Mail: Vortex Aquatic Structures International, 7800 Trans Canada, Pointe-Claire, QC, H9R 1C1, Canada

Fax: +1.514.989.0413

To contact Vortex with any questions or comments with regards to this warranty, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to support@vortex-intl.com.

To contact Vortex with general questions or comments, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to info@vortex-intl.com.

Vortex Aquatic Structures International is not liable for any incidental expenses, inconvenience or loss due to warranty claims. For approved warranty replacements, Vortex shall deliver the repaired or replacement part or parts via economical ground shipping free of charge for one year from the date of the seller's invoice. After that period, shipping charges will be incurred by the client. Vortex will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty. In no event shall Vortex have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for lost profits or costs for removal and installation required to perform repairs or replacements, including any labor, travel and rental equipment costs arising out of this warranty or any other agreement, the transactions contemplated hereby, the products or the use of the products.





Request for Town Council Action

Consent Approval of
Agenda Public
Item: Improvements
Date: 04/07/2020

Subject: Acceptance of Public Improvements
Department: Planning Department
Presented by: **Planning Director - Stephen Wensman**
Presentation: Consent Agenda Item

Issue Statement

Glen Weeks, the developer of the Bella Square Subdivision is requesting the Town accept the public improvements for maintenance.

Financial Impact

The Town will be responsible for maintenance of the public improvements in the Bella Square subdivision including Bella Square and Altimont Drive, and public water and sewer utilities. The HOA is responsible for the ongoing maintenance and yearly inspections of the storm pond.

Action Needed

Requesting approval of Resolution #657 (06-2020) accepting the public improvements in Bella Square subdivision for maintenance.

Recommendation

Staff recommends the Town Council approve Resolution #657 (06-2020) accepting the public improvements in Bella Square subdivision for maintenance.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Letter from Glen Weeks requesting acceptance of public improvements
3. Resolution #657 (06-2020)
4. Punch List letter of incomplete development items
5. Pond Certification
6. Plat drawing of Bella Square.



Staff Report

Consent Approval of
Agenda Public
Item: Improvements

Overview:

Glen Weeks of Gencom/Genesis Living Inc., the developer of Bella Square, is requesting the Town accept the public improvements for maintenance. The developer purchased the failed Boyette Farm Subdivision on Barbour Road and then obtained a special use permit to modify the development plans in 2009. At the time of approval, the public improvements were mostly installed, but not accepted for maintenance. Subsequently, the development was final platted in phases and building permits were issued without any surety bond to guarantee the public improvements.

In 2019, the final phase of the development was nearing completion and Planning Staff became concerned about the condition of the required storm pond and streets, and the lack of required landscaping and fencing. Town Staff inspected the public improvements and provided the developer a punch list of items to complete. Most of the punch list items have been addressed with only a few items remaining (see attached Punch List).

The developer has said that he has done all that he can do on the punch list. Although, it would be ideal to have everything addressed, the developer went above and beyond on the main issues: the road subgrade was repaired as needed and a new lift of pavement was installed; the storm pond was repaired and seeded as needed; and the required fencing was installed. Given the fact that there is no surety bond, staff believes **it's** in the best interest of the Town to accept the public improvements in order to **serve the Town's residents living** in the subdivision.

Recommendation:

Staff recommends the Town Council approve Resolution #657 (06-2020) accepting the public improvements in the Bella Square subdivision for maintenance.

Donald Weeks
Gencom / Genesis Living Inc.
February 24, 2020

Bella Square Road Take Over Request

I Donad Weeks, developer of Bella Square subdivision, request the town of Smithfield to take over the streets at Bella Square subdivision as it is now finished. All streets have been inspected by the town and staff and are acceptable to them. The roads in the development that need to be taken over are “Bella Square” and “Altimont Drive”

I sincerely appreciate the town council and the town of Smithfield for working with me to accomplish this project. The residents and myself are very proud of the neighborhood. I am elated to see more developments starting in the town.



Donald Weeks

Resolution # 657 (06-2020)
Accepting the Dedication
Of Public Improvements for
Bella Square

Whereas, Gencom/Genesis Living Inc., (Developer) has constructed the Bella Square residential subdivision including streets, walks, storm drainage, water and sewer; and

Whereas, the Developer has recorded a final plat of the subdivision with the Johnston County Register of Deeds on 3/29/2018; and

Whereas, the Town of Smithfield (Town) did not accepted the dedication of the street, walks, storm drainage water and sewer at the time of recording because certain elements of construction were constructed; and

Whereas, the Developer has now completed construction of the public improvements to Town standards and has provided the appropriate certifications indicating the public improvements were constructed to Town standards; and

Whereas, the Town Engineer, Public Works Director and Planning Director have reviewed the information/documentation submitted by the Engineer and finds that the construction meets the minimum standards for acceptance of dedication of the subdivision improvements associated with the street, walks, storm drainage, water and sewer; and

Whereas, the Developer has requested the Town to accept the dedication of the street, walks, storm drainage, water and sewer; and

Whereas, the Developer and Owner’s Association agree to operate and maintain the storm water management facilities for perpetuity; and

Whereas, the Town staff requests the Town Council to take under consideration the acceptance of the dedication of the street, walks, storm drainage, water and sewer from the developer.

NOW, THEREFORE, BE IT RESOLVED by the TOWN OF SMITHFIELD TOWN COUNCIL on this the 7th day of April, 2020, the Town of Smithfield accepts the dedication of the streets, walks, storm drainage, water and sewer for Bella Square as constructed and as shown Final Plat recorded at the Johnston County Register of Deeds.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

November 8, 2019

Glen Weeks
Gencon
243 Presley Blvd.
Benson, NC 27504

RE: Bella Square Development Punch-list

Dear Mr. Weeks:

The Town of Smithfield Public Works, Planning and Engineering conducted an re-inspection of the development on November 8, 2019. The development looks much improved and only a few items remain to be addressed prior to the Town considering acceptance of the public improvements for maintenance. Please complete the following items:

- Clear all vegetation from the SCM spillway.
- Shape and grade the slope near the SCM spillway.
- Excess soil /debris pile by the community open space needs to be removed and bare earth reseeded.
- Cleanout silt and open up culverts in the ditch near the west entrance. Rocks have fallen down and mud is clogging the culvert.
- Remove concrete spoils near the handicap ramp at the east entrance with Barbour Road.
- Remove all concrete forms, backfill and seed.
- Remove concrete debris in concrete gutter between 298 and 278 Bella Square.
- Clean manhole lids in streets of bituminous and ensure lids pop off freely for access.
- Replace concrete collar around manhole near west entrance, between the Bella Square and the NCDOT ditch.
- Install plantings in front of fence along the north section of fencing and in front of center section of fencing.
- ~~Missing post caps on required fencing.~~
- Provide the Town with recorded SCM access easement.
- ~~Provided signed Special Use Permit.~~

- ~~☐ Provide signed stormwater management agreement.~~
- ~~☐ Provide copy of HOA covenants, declarations.~~

When all items have been completed, please contact the Planning Department at 919-934-2116, extension 1111 to schedule a follow-up inspection.

Sincerely,

Stephen Wensman, AICP.
Planning Director

CC: John Lampe; Lenny Branch, Public Works Director; Bill Dreitzler, Town Engineer; Ted Credle, Public Utilities Director; Mark Helmer, Senior Planner, and Michael Scott, Town Manager.

October 23, 2019

Stephen Wensman, AICP/RLA
Planning Director
Town of Smithfield
350 East Market Street
Smithfield, NC 27577

Subject: Bella Square Dry Pond Certification

Mr. Wensman,
Attached is our Pond Certification for the Bella Square Dry Pond.

Please feel free to give me a call with any questions that may arise – 919-369-1938. You may also email me at andrew@adamsandhodge.com

Sincerely,




Andrew W. Hodge, PE

October 23, 2019

Dry Pond Certification
Bella Square
Town of Smithfield
Johnston County

Based on an As-Built Survey performed by Jimmy Barbour Surveying, PA, received May 9, 2019, I certify that the stormwater management facility is constructed and installed in substantial compliance and intent of the ordinances, rules, regulations and drainage design standards of the Town of Smithfield, and the Bella Square Stormwater pond approved by the Town of Smithfield in 2017.



10/23/19

N/F
HEATH STREET #215 LIMITED PARTNERSHIP
TAX: 168500-92-0991
PIN: 168500-92-0991
BOOK/PAGE: 01897/0940
ZONING: R-20A

N/F
ANGELA MARIE BRASWELL
GREGORY LEE CHAVEZ
TAX: 4401903
PIN: 169500-02-3754
ZONING: R-10

N/F
RANDALL HORACE DA
CONNIE LEE
TAX: 441500
PIN: 169500-02-44
ZONING: R-10

SUBJECT PROPERTY:
HEATH STREET #215
LIMITED PARTNERSHIP
TAX: 168500-92-7886
PIN: 168500-92-7886
BOOK/PAGE: 01897/0940
ZONING: R-8 CUD

N/F
BENNIE E. BARBOUR
LINDA BARBOUR
TAX: 4353561
PIN: 168500-92-2952
ZONING: R-20A

N/F
BENNIE E. BARBOUR
LINDA BARBOUR
TAX: 4353561
PIN: 168500-92-7106
BOOK/PAGE: 01094/0781
ZONING: R-20A

N/F
1953 COMMUNITY, LLC
TAX: 4342373
PIN: 168500-92-5142
BOOK/PAGE: 03063/0411
ZONING: R-20A

N/F
BRITTNEY
TAX: 4422
PIN: 169517-1
BOOK/PAGE: 00
ZONING: R



TYPICAL LOT STANDARDS/SETBACKS





Request for Town Council Action

Consent
Agenda
Item: Wayfinding
Agreement
Date: 04/07/2020

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

Issue Statement

The Council is requested to approve the wayfinding sign easement agreement for a **G1-Gateway Monument Sign to be located on Allen Wellon's property** at 3195 Buffalo Road, further identified with the PID# 14054041.

Financial Impact

Survey cost is \$100 paid for by funds for wayfinding (JCVB funds and USDA grant funds).

Action Needed

Staff is requesting approval of a wayfinding sign easement agreement for a gateway sign on the Allen **Wellon's** property with the PID# 14054041.

Recommendation

Staff respectfully requests the Town Council approve the wayfinding sign easement agreement for a sign to be located on sign on the Allen **Wellon's property with the** PID# 14054041

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Easement Agreement
3. Location Map
4. Wayfinding System Plan Signs



Staff Report

Consent Easement
Agenda Agreement
Item:

REQUEST:

The Council is requested to approve the wayfinding sign easement agreement for a **G1-Gateway Monument Sign to be located on Allen Wellon's property at 3195 Buffalo Road**, further identified with the PID# 14054041.

ANALYSIS:

At the February 2020 Council meeting, the Town Council directed Staff to relocate the proposed wayfinding G1-Gateway Monument Sign from the Smithfield Business Park property on Outlet Center Drive to a location on Buffalo Road near the entrance to Town. Staff has received permission from Allen Wellons to locate the sign on his property on Buffalo Road near the US Highway 70 Bypass with the property address, 3195 Buffalo Road, further identified with the PID# 14054041.

Mr. Wellon's agreed to the sign as long as the Town utilizes the same agreement used for both the Penny and Fleming properties. That agreement has a stipulation would require the town to removed the sign within 60 days should the sign become an obstacle to future development should it occur in the future. There are no plans for development of this property at this time. Furthermore, the proposed sign location is very near the Johnston County Pump Station driveway also located on this property. It is highly unlikely that this area would be disturbed such that the sign would require removal in the future.

NEXT STEPS:

With Council approval of this agreement, the sign site will be surveyed and the survey will be attached to the agreement for signatures by the town and Mr. Wellons. The sign would then be installed on the property. The sign is already partially fabricated and in storage, so installation would occur shortly after the agreement is signed.

PHASE III WAYFINDING:

The wayfinding committee is currently working on a Phase III wayfinding project that will likely include:

- Parking signs and pedestrian wayfinding kiosk(s) for downtown.
- G2 Post and Panel Gateway signs for the right-of-way at NC Hwy 210 at the Neuse River, North Brightleaf Blvd/Selma border, Outlet Center Drive/Selma border, Brogden Road/Martin Luther King Jr. Blvd. locations.
- Service Organization sign to be located near Market Street and Outlet Center Drive (this sign would not be supported by the JCVB) and would need to be paid for by the Town of Smithfield).
- Potentially, a few additional T2- Large Trailblazer signs

SIGN EASEMENT

Excise Tax: \$

Parcel ID No.: upon Parcel #15078012

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

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

THIS EASEMENT made this ____ day of _____, 2019, by and between

GRANTOR	GRANTEE TOWN OF SMITHFIELD, a NC municipal corporation PO Box 761 Smithfield, NC 27577
----------------	---

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

BEING all of that real property as described in that Special Warranty Deed to Grantor, recorded in Deed Book 4899, Page 355, Johnston County Registry (“Grantor’s Land”).

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

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

NOW, THEREFORE, said Grantor, for valuable consideration, does hereby give, grant, and convey unto said Grantee a perpetual right and easement in gross to construct and maintain across and upon the areas below described of Grantor’s Land a sign easement for the installation and maintenance

of a masonry base, landscaping, and "Smithfield" sign and to go upon Grantor's Land whenever the same is reasonably necessary for the purpose of inspecting, maintaining, and repairing or replacing said sign; provided, that all such inspection, maintenance and repair shall take place within the 577 square foot easement areas as much as is reasonably practical; however, Grantee shall have a right of access, ingress and egress to the sign easement area for said purposes. All Signs and materials placed within the permanent sign easement areas shall be the property of the Town of Smithfield.

And said Easement shall be determinable, and shall terminate upon the date 60 days after Grantor provides written notice of termination of this Easement to the Town Manager of Grantee at the Town Hall of Smithfield. On or before the expiration of said 60 day period, Grantee shall remove said sign and masonry base and all appurtenant equipment and materials from Grantor's property.

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

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

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

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

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

_____, a _____,
Grantor

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

TOWN OF SMITHFIELD,
a NC municipal corporation, Grantee

By: _____ (SEAL)
_____, Mayor

ATTEST:

_____, Town Clerk

STATE OF NORTH CAROLINA **COUNTY OF _____**

I, the undersigned, a Notary Public of the aforesaid State and County, certify that _____, personally came before me this day and acknowledged that s/he is the _____ of _____, a _____, and that s/he personally appeared before me on this day and executed the foregoing on behalf of the company.

Witness my hand and official seal, this the ____ day of _____, 2019.

My Commission Expires: _____ Notary Public

STATE OF NORTH CAROLINA **COUNTY OF JOHNSTON**

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

Witness my hand and official seal, this the ____ day of _____, 2019.

My Commission Expires: _____ Notary Public

Buffalo Road Wayfinding Sign Location





G1: MONUMENTAL GATEWAY

G2: POST & PANEL GATEWAY

G3: DOWNTOWN MONUMENTAL GATEWAY

G4: DOWNTOWN POST & PANEL GATEWAY



T1: LARGE TRAILBLAZER

T2: SMALL TRAILBLAZER
PT2: PARKING DIRECTIONAL

PT1: STAND ALONE
PARKING DIRECTIONAL


FRAZIER ASSOCIATES
 ARCHITECTURE • COMMUNITY DESIGN • LANDSCAPE ARCHITECTURE
 713 NORTH AUGUSTA STREET, SUITE 1000, YORK, PA 17403
 PHONE: 717.838.5500 FAX: 717.838.2025
 www.frazierassociates.com

SMITHFIELD WAYFINDING SIGN SYSTEM

Smithfield, North Carolina
 WAYFINDING COLOR PALETTE

- (P1) ■ PANTONE 287 C
- (P2) ■ PANTONE 7741 C
- (P3) ■ PANTONE 292 C
- (P4) ■ C-75; M-37; Y-0; K-0
- (P5) ■ 3M Diamond Grade Reflective Sheeting
- (P6) ■ White
- (P7) ■ Black

These drawings are meant for DESIGN INTENT ONLY. Fabricator shall verify all dimensions and conditions of the job. Fabricator shall be familiar with the site and conditions it presents. Shop drawings and details must be submitted for approval prior to sign fabrication. Any changes in design or materials must be approved by the City of Smithfield, NC, and/or Frazier Associates.

REVISION DATE
PROJECT NO. 2012.0036
SCALE: AS SHOWN
PROJECT MANAGER: SH
CHECKED BY: PB
DRAWN BY: SH
DATE: 06/01/2015
SIGN PROGRAMMING: TRAILBLAZER "A" SIGNS



Request for Town Council Action

Consent
Agenda
Item: Vehicle
Purchase
Date: 04/07/2020

Subject: Purchase of Patrol Vehicles
Department: Police
Presented by: Chief of Police - R.K. Powell
Presentation: Consent Agenda Item

Issue Statement

Request to purchase 5 Dodge Durango, Police Package vehicles for police use.

Financial Impact

Amount of Purchase/Bid/ Contract:	\$28,808 x 5 = \$140,140
Outfit/Stripe/Equipment =	\$ 19,860
Total.....	\$160,000

Action Needed

The Police Department has attempted to obtain Dodge Chargers this year but the production has been canceled on the cars order from Performance Automotive. No Dodge Chargers are available to be purchased this year. The department is requesting to be allowed to purchase 5 Police Package **Dodge Durango's for the agency.**

Recommendation

The police department is requesting the council to approve the purchase of these **Dodge Durango's for the agency. At this time there is nothing else available** for consideration. The purchase of these vehicles is within the FY 2020 approve budget amount. It is recommended to purchase the vehicles from Performance Automotive (State Bid).

Approved: Town Manager Town Attorney

Attachments:

1. Quotes
2. Staff Report
3. Copy of Email



Staff Report

Consent
Agenda
Item: Vehicle
Purchase

On March 10, 2020, I received an email from Gene Daniel (Manager of Performance Automotive) which holds the state contract for patrol vehicles in Clinton. I was informed the pursuit Dodge Chargers, that had been ordered, had been removed from production.

Chrysler cancelled production of all V-6 rear wheel drive Chargers, that had been ordered. Daniels stated there was no Dodge Chargers available anywhere to be purchased. He went on to say that he would not promise any would be available in November when the state contract came out. He stated he had been promised, these cars ordered would be produced but they removed them from production.

I have researched other Patrol Vehicles on the market and the Dodge Durango, falls into the budgeted amount for patrol vehicles. A lot of agencies are going to Dodge Durango or Chevrolet Tahoe, since no Dodge Charges are available. Performance Automotive has quoted a price of \$28,808 for a Durango and it will cost roughly an additional \$3,972 for the upfit of this vehicle. The total cost would be \$28,080 for the completed vehicle and the completed cost for a Dodge Charger was \$32,000. **The department would only need five Durango's** instead of the six that had been asked for (1 charger has already been purchased). Total cost for the purchase is estimated at \$160,000. \$172,000 remains in the budget for this purchase. **The Durango's would only be assigned to Patrol Supervisors and the Administrative Captain.** These vehicles would remain with the supervisors until they are scheduled to be replaced and hopefully by then Dodge Chargers will be back in production.

I am asking Council's permission to purchase of these vehicles for the Police Department.
Thank you for your time and consideration in this matter.

RKPowell

From: Gene Daniel <gdaniel@performancecdjr.com>
Sent: Tuesday, March 10, 2020 11:33 AM
To: 'Robbie Brown'; 'Kevin Miller'; 'Tim Manning'; snabers@ci.charlotte.nc.us; RKPowell; chris.watkins@montgomerycountync.com
Cc: Amy Hill
Subject: FW: Performance - Cancelled Charger Pursuit V6 Orders

Gentlemen,

I thought I would forward the email I received from Chrysler this morning without prior notice regarding the V-6 Chargers that I currently have on order. These were ordered and offered to you based on Chrysler's assurance that V-6 Charger production would not be affected by the initial Charger transmission issues that caused the original 4000 unit cancellation of the rear wheel driver Chargers back in December. However, as you can see, Chrysler has cancelled all of the V-6 Chargers that we have on order, and consequently, it will be affecting your procurement plans as well.

Be assured that this is not a dealer generated issue as we sell cars for a living, and want you to have all you can afford. I will reach out to you individually to see what paths exist for additional vehicles for your fleets. Feel free to forward your thoughts and frustrations to me or Amy Hill and we'll work together to find a way forward.

As always, feel free to reach out to me with questions or comments at your convenience.

Gene

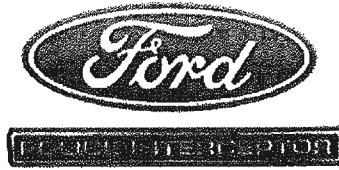
Gene T. Daniel
Government & Commercial Sales
Manager **WWW.PERFORMANCEPOLICE.COM**

GO TO:

Performance CDJR / Ford
605 Warsaw Hwy
Clinton, North Carolina 28328
910-592-5337 Dealership
gdaniel@ramclinton.com

**For Emergency Responder
And Government Vehicle
Cost Worksheets**





From: Bryan Chapman [mailto:bryan.chapman@fcagroup.com]
Sent: Tuesday, March 10, 2020 10:02 AM
To: Gene Daniel; Amy Hill
Cc: Keith Smith Jr; Ken Castelloe
Subject: Performance - Cancelled Charger Pursuit V6 Orders

Gene,

Per our conversation. Below are the Charger Pursuit V6 orders that will be cancelled.

Row Labels	Count of VON
66-45645 PERFORMANCE CHRYSLER DODGE JEEP	50
City of Asheboro	7
44974581	1
44974582	1
44974644	1
44974645	1
44974646	1
44974653	1
44974654	1
City of Bennettsville	4
44974662	1
44974663	1
44974664	1
44974665	1
County of Martin	3
44974634	1
44974635	1
44974636	1
Mecklenburg County NC	6
44974647	1
44974648	1
44974649	1
44974650	1
44974651	1
44974652	1
Montgomery County Sheriffs Office	3
44974659	1
44974660	1

44974661	1
North Carolina Sheriffs'	22
44974575	1
44974576	1
44974577	1
44974578	1
44974579	1
44974580	1
44974583	1
44974584	1
44974637	1
44974638	1
44974639	1
44974640	1
44974641	1
44974642	1
44974643	1
44974655	1
44974656	1
44974657	1
44974658	1
44974671	1
44974672	1
44974673	1
Town of Smithfield NC	5
44974666	1
44974667	1
44974668	1
44974669	1
44974670	1
Grand Total	50

Let me know if you have any questions.

Thanks
Bryan

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Bryan Chapman
Southeast Fleet Government Sales Manager
States: AL, FL, GA, LA, MS, NC, SC
Cell 407-405-3755 - bryan.chapman@fcagroup.com
Fleet Website: www.fcausfleet.com
Fleet Hotline: 800-999-3533
Support Portal - <https://fcacommunity.force.com/FleetBR/s/WebformSubmission>

Michael Scott

From: RKPowell
Sent: Tuesday, March 24, 2020 2:49 PM
To: Michael Scott
Subject: FW: Available Durangos

From: Gene Daniel <gdaniel@performancecdjr.com>
Sent: Tuesday, March 24, 2020 2:40 PM
To: RKPowell <rkpowell@smithfieldpd.org>
Subject: Available Durangos

2020 DURANGO PURSUIT, V-6 AWD				STATUS	
G06700	LC296915	GRANITE	DURANGO	INVENTORY	V-6 AWD
G06757	LC296914	BLACK	DURANGO	INVENTORY-Quoted GVill	V-6 AWD
G06772	LC296916	GRANITE	DURANGO	INVENTORY	V-6 AWD
G06764	LC296918	WHITE	DURANGO	SOLD LUMBERTON	V-6 AWD
G06742	LC296919	WHITE	DURANGO	INVENTORY	V-6 AWD

2020 DURANGO PURSUIT, V-8 HEMI AWD				STATUS	
G06672	LC215091	REACTOR BLUE	DURANGO	INVENTORY	V-8 AWD
G06745	LC287150	GRANITE	DURANGO	INVENTORY	V-8 AWD
	LC283747	WHITE	DURANGO	TRANSIT	V-8 AWD
G06804	LC302105	WHITE	DURANGO	INVENTORY	V-8 AWD
G06695	LC283749	WHITE	DURANGO	INVENTORY	V-8 AWD
	LC283751	WHITE	DURANGO	TRANSIT	V-8 AWD

This is what I have available in the pursuit rated Durango at this point

As always, feel free to reach out to me with questions or comments at your convenience.

Gene

Gene T. Daniel
Government & Commercial Sales
Manager WWW.PERFORMANCEPOLICE.COM

GO TO:

Performance CDJR / Ford
605 Warsaw Hwy
Clinton, North Carolina 28328
910-592-5337 Dealership
gdaniel@ramclinton.com

**For Emergency Responder
And Government Vehicle
Cost Worksheets**



Request for Town Council Action

Consent
Agenda
Item:
Date: Town Info
and
Marketing
Booklet
04/07/2020

Subject: Town Information and Marketing Booklet
Department: General Government
Presented by: Tim Kerigan
Presentation: Consent Agenda Item

Issue Statement

Staff has heard the requests from Council and citizens that the Town needs to better tell our story. Staff would like to print a 24-page, full-color booklet that would serve residents as an informative and prideful booklet as well as a piece that would be of benefit to any investors considering **Smithfield. The booklet would also be provided in a digital format to be accessible via the Town's website and shared digitally through all social media.**

Financial Impact

Not to exceed \$8,000 for production and delivery of 10,000 copies of a full-color, 24-page booklet. These funds would be requested from the Economic Development Initiative funds (10-61-4110-5300-5710).

Action Needed

Council consideration and approval to proceed with request.

Recommendation

Approval to proceed as requested.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Draft Booklet (separate attachment)



Staff Report

Consent Agenda Item: Date:	Town Info and Marketing Booklet 04/07/2020
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Staff has heard the requests from Council and citizens that the Town needs to better tell our story. Staff would like to print a 24-page, full-color booklet that would serve residents as an informative and prideful booklet as well as a piece that would be of benefit to any investors considering Smithfield. **The booklet would also be provided in a digital format to be accessible via the Town's website and shared digitally through all social media.**



Staff Report

Consent
Agenda
Item: New Hire / Vacancy Report

Background

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

In addition, please find the following current vacancies:

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Assistant Finance Director	Finance	10-10-4200-5100-0200
Police Officer I (6 positions)	Police	10-20-5100-5100-0200
Utility Line Mechanic (3 positions)	PU – Water/Sewer	30-71-7220-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 19-20 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
P/T Pool Staff	P&R – Aquatics	10-60-6220-5100-0230	\$7.50/hr.
P/T Pool Staff	P&R – Aquatics	10-60-6220-5100-0230	\$7.50/hr.
P/T SRAC Instructor	P&R – Aquatics	10-60-6220-5100-0230	\$9.00/hr.
P/T SRAC Instructor	P&R – Aquatics	10-60-6220-5100-0230	\$9.00/hr.
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200	\$14.88/hr. (\$30,950.40/yr.)

Business Items

the study. The results of the study are presented in Table 1. The results show that the majority of the respondents (80%) were male and 20% were female. The majority of the respondents (60%) were aged between 25 and 34 years, 30% were aged between 35 and 44 years, and 10% were aged between 45 and 54 years.

The majority of the respondents (60%) were married, 30% were single, and 10% were divorced. The majority of the respondents (60%) were employed, 30% were unemployed, and 10% were retired. The majority of the respondents (60%) were living in the city, 30% were living in the suburbs, and 10% were living in the countryside.

The majority of the respondents (60%) were living in a house, 30% were living in an apartment, and 10% were living in a bungalow. The majority of the respondents (60%) were living in a house with a garden, 30% were living in a house without a garden, and 10% were living in an apartment.

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Request for Town Council Action

Business Item: S-18-01
Date: 04/07/2020

Subject: PUD Master Plan/ Preliminary Subdivision Plat
Department: Planning
Presented by: Planning Director – Stephen Wensman
Presentation: Business Item

Issue Statement

Staff is requesting the Town Council review the East River PUD Master Plan and Preliminary Plat. The PUD zoning and Preliminary Plat were originally approved on December 4, 2018 and Phase I construction is nearly complete. The developer submitted Phase II showing a significant change to how stormwater management is being addressed, which is a significant change from the approved master plan/preliminary plat, requiring reapproval.

Financial Impact

The Town will benefit by an increase in property tax base.

Action Needed

To review the PUD Master Plan/Preliminary Subdivision Plat and decide whether to approve, approve with conditions, or deny the plat.

Recommendation

The Planning Department recommends approval of the East River PUD Master Plan /Preliminary Plat subdivision with 8 conditions.

Approved: Town Manager Town Attorney

Attachments:

1. Staff report
2. Application (original)
3. Approved Preliminary Plat (Master Plan)
4. Revised Preliminary Plat (Master Plan)
5. Revised Stormwater Narrative



OVERVIEW:

The Town Council approved the East River Preliminary Plat on December 4, 2018 and Phase I construction is nearly complete. The developer submitted Phase II showing a significant change to how stormwater management is being addressed. A similar change is being proposed between Phase 2 and 4. Originally, an existing pond near the Neuse River was going to be used for stormwater purposes, but because of a NCDEQ determination, that pond can only be used for stormwater attenuation and not to treat stormwater for quality. As a result, a significant portion of the planned passive open space is now proposed to be used as for constructed stormwater wetlands.

A Final Plat is supposed to substantially agree with the approved PUD Master Plan/Preliminary Plat (Section 5.8.2.2). Given the significant change to the planned open space, approval of the plat changes is required.

Note: The changes that have occurred since the original approval or were conditions of approval to be addressed are as follows:

1. The original development narrative describes pocket parks within the common open space. These pocket parks, shown as long green strips between rows of homes, were to include paved pedestrian trails, attractive landscaping that may be used for soccer, football, cornhole, horseshoes, fire pits and cook outs. Portions of this open space is now proposed for constructed wetlands – a significant change from the approved preliminary plat.
2. The proposed HOA trail in the HOA open space was originally proposed to run down the center of the open space. With the revised preliminary plat, the trail will be located on the rear property line of some lots to make room for the Constructed Wetlands.
3. The original preliminary plat approval was conditioned requiring the public trail in the Shore Court cul-de-sac be modified such that it is independent of the sanitary sewer pump station access way and that the greenway trail shall go around the cul-de-sac rather than through it.
4. With the approval of the original preliminary plat, the Council added a condition that requires the developer to work with staff to incorporate overflow parking areas into each phase of the development. Phase I had no overflow parking. Proposed Phase II shows no overflow parking. Additionally, the developer has incorporated into the HOA declarations a prohibition on street parking.
5. The HOA declarations include a prohibition on parking on the public street.

REQUEST:

Staff is requesting the Town Council review the revised Preliminary Plat and make a decision whether to approve, approve with conditions, or deny the plat.

Application Number: S-18-01
Project Name: East River
NC Pin: 169520-80-3415
Town Limits/ETJ: Town of Smithfield
Applicant: Adams and Hodge Engineering, PC
Property Owner: Buffalo Road, LLC
Agents: Donnie Adams, Adams and Hodge Engineering, PC

LOCATION: 1899 Buffalo Road (north of M. Durwood Stephenson Parkway).

SITE/DEVELOPMENT DATA:

Acreage: 67.88 acres
Present Zoning: PUD Planned Unit Development
Existing Uses: Single-Family Residential
Proposed Use: Single-Family Residential
Fire Protection: Town of Smithfield
Parks and Recreation: Public use trails/greenway.
Access: Buffalo Road
Water and Sewer Provider: Town of Smithfield
Electric Provider: Town of Smithfield

Unit Type/Density. Consistent with the approved master plan for the PUD, the proposed development will be a mix of single family detached residential and attached single family residential (townhomes); triplex and row houses. There will be up to 280 single family homes of which up to 76 of them may be attached units (triplexes). There may be up to 35 townhouse units on the east side of Buffalo Road. With the master plan approval, the developer reserved the right to replace the detached single family units with the townhome units with each phase, except for phases 1 and 2. The Town Council placed a condition on the development that the attached single family units are prohibited in the first and second phases of the development. The master identified “typical” details for each type of unit on a “typical” lot, but did not identify specific locations for the attached single family (triplex). The developer indicated that the price of the finished homes will range from \$150,000-\$200,000.

Environmental. The proposed development site is outside of the floodplain and there should be no environmental threats. The Neuse River and a blue line stream on the south edge of the site will require buffering. As a result of being in the WS IV-PA Water Supply Watershed Protection Overlay District and utilizing the high-density option, the buffers are increased from 50 feet to 100 feet. The proposed greenway trail along the Neuse River is proposed to cross the blue line stream along the southern property boundary near the Twisdale property.

Water Supply Watershed Protection Overlay District. Much of the proposed PUD development is within the WS IV-PA Overlay District. This overlay district provides an extra layer of regulation

intended to protect the water supply watershed from pollution caused primarily from stormwater runoff. Within the WS IV-PA lot sizes are limited to ½ acre lots, unless cluster subdivision standards are followed (UDO Section 7.34). Impervious surfaces are limited to 24% unless the High-Density Option is utilized (UDO Section 10.92.6.2.3). With the High-Density Option, higher level of stormwater management controls is required. The proposed development is proposing lots smaller than ½ acre in size and will be utilizing the cluster subdivision standards, although modified through the PUD.

Cluster Subdivision Standards. The proposed development is subject to the Supplementary Standards for Cluster Subdivision (UDO Section 7.34) with some exceptions. The development is in compliance with the cluster requirements.

- Required open space is 1,167,409 sq. ft., less the stormwater management and lift station areas is equal or greater to the reduction of the lot sizes from the underlying zoning district requirements.
- Under the Cluster regulations, lot size cannot be less than 4,800 sq. ft. (60% of 8,000) (UDO Section 7.34.4.1). Many of the lots are under 4,800 sq. ft. in size:
 - Single-family Detached – 3,145 sq. ft.
 - Single family attached (tri-plex) units – 2,000 sq. ft.
 - Townhome units – 1,400 sq. ft.

The Council approved this deviation from the cluster provisions with the approval of the PUD master plan.

- Minimum lot width and lot frontage cannot be less than 40 feet. Many of the lots are less than 40 feet wide (UDO Section 7.34.4.2) (UDO Section 7.34.4.3):
 - Single-family detached – 37 ft.
 - Single family attached (tri-plex) units – 25 ft.
 - Townhome units – 17.5 ft.

The Council approved this deviation from the cluster provisions with the approval of the PUD master plan.

- The side yard setbacks cannot be less than 6 feet. If a zero lot line lot, the other setback is required to be 12 feet. A zero lot line cannot be more than one side of the lot. The development proposes:
 - Single-family detached – 5 ft.
 - Single family attached (tri-plex) units – 0 ft. on two sides/6 ft.
 - Townhome units – 0 ft. on two sides/6 ft.

The Council approved this deviation from the cluster provisions with the approval of the PUD master plan.

- The building separation minimum is 12 ft. The proposed development is proposing a 10 ft. building separation (UDO Section 7.34.4.7). The Council approved this deviation from the cluster provisions with the approval of the PUD master plan.

State Road Dedication and Access. The proposed development takes access off of Buffalo Road in two locations on the west side and one on the east side. The Buffalo Road R/W is presently 60 feet wide. The developer is showing dedication of additional 100 feet. The master plan does not show any proposed improvements such additional travel lanes, turn lanes or pedestrian facilities in the NCDOT R/W. These improvements will be undertaken by NCDOT.

Traffic Impact Study. A traffic impact study was conducted by Ramey-Kemp & Associates and studied the potential traffic impacts of the development. The study concluded that all the study area intersections (including the proposed site driveways) are expected to operate at acceptable levels-

of-service under existing and future year conditions. The report provided recommendations for turn lanes and traffic control throughout the study area.

Streets. The subdivision shows a mix of 50 foot and 60-foot-wide public R/W. The outer loop road on the west side of the development is shown as a 60-foot R/W, whereas, the remainder of the R/W is proposed to be 50 feet wide. The streets appear to be 24' wide with mountable valley curb.

The west side of subdivision consists of three long streets running in a north-south direction and two running east-west from the intersections on buffalo road. There are two cul-de-sacs, one identified in the first phase of the development and another in the sixth phase. The east side of the subdivision consists of a looped road surrounding an open green space and a private road leading to the row-type single-family attached townhouses.

Sidewalks. Sidewalks are shown on both sides of each street throughout the development. The UDO only requires sidewalks on one side. Sidewalks are required along Buffalo Road; however, the developer is proposing a 10' trail rather than a sidewalk that weaves in and out of the Buffalo Road right-of-way along both frontages. Sidewalk crosswalks are shown as being striped for pedestrian safety throughout the development.

Trails. The preliminary plat shows private and public trails on the Master Plan, the green trails signify public trails and the blue signify HOA trails, not open to the public. The public trails parallel the Neuse River in open space, along both sides of Buffalo Road and in the middle of the development running east to west.

The proposed HOA trail in the HOA open space was originally proposed to run down the center of the open space. With the revised preliminary plat, the trail will be located on the rear property line of some lots to make room for the Constructed Wetlands.

The proposed trail along the bank of the Neuse River will accessing the Shore Court cul-de-sac, then continuing as a shared sewer pump station access road. This trail stops short of the north and south limits of the development; however, the public trail easement continues to the boundaries. If in the future the Mountains to Sea Trail reaches this development, the missing trail segments can be constructed at that time within the provided public trail easements. The trail easement on the south crosses a blue line stream and buffer. The trail easement on the north side crosses the Piedmont Natural Gas easement which will require a permit from the gas company prior to constructing the trail segment. The proposed public trails will be maintained by the HOA.

Trail street crossings are shown as being striped for pedestrian safety throughout the development.

Trails within the of Buffalo Road right-of-way will require an NCDOT permit.

The original preliminary plat approval was conditioned requiring the public trail in the Shore Court cul-de-sac be modified such that it is independent of the sanitary sewer pump station access way and that the greenway trail shall go around the cul-de-sac rather than through it.

Parks Dedication. According to Park Dedication Requirements of the UDO, Section 10.112.3, at least one fifty-seventh of an acre (1/57) shall be dedicated for each dwelling unit planned or provided for in the subdivision plan, or a fee in lieu of park land dedication. No parkland has been identified in the comprehensive plan for this area, and no parkland has been proposed. For 298-units, fee in lieu of 5.22 acres of dedication or fee in lieu will be required. If the number of units increases, the fee will increase correspondingly. The fee in lieu will be due prior to recording the final plat, based on the number of lots within each platted phase.

Private Park Facilities. The original development narrative describes pocket parks within the common open space. These pocket parks, shown as long green strips between rows of homes, were

to include. paved pedestrian trails. attractive landscaping that may be used for soccer, football, cornhole, horseshoes, fire pits and cook outs. Portions of this open space is now proposed for constructed wetlands – a significant change from the approved preliminary plat.

Public Utilities. The development has Town water, sewer and electrical service. The developer is estimating waste water flow for the development to be 113,400 gallons per day. According to the developer, the development is expected to be completed in 9 phases with phases 1, 2, 7, 8 & 9 to be serviceable by connection to the existing gravity sewer line along Buffalo Rd. The remaining phases are anticipated to require a wastewater pump station located just beyond the Shore Court cul-de-sac in Phase 6. The wastewater pump station will be required to meet Town standards with appropriate public access for maintenance. The access to the pump station is shown as shared with the public trail.

Public water is available to the site via an existing 12" water main along Buffalo Rd. Connections to the existing 12" main will be made and extended throughout the development. This level of inner-connectivity shall provide for adequate domestic water as well appropriate fire protection flow.

Stormwater Management. See the attached stormwater narrative.

Landscaping. There are no specific landscaping standards for residential development. No landscape plan has been provided. The master plans show, very conceptually, that landscaping will be provided within the common open space. The master plan indicates the development will include a +/-50' perimeter landscaped Type A buffer. The road section details show street trees in the R/W. Street trees are not permitted over utility lines and any trees in the public right of way will be the responsibility of the HOA for maintenance, removal or replacement. Trees are not permitted within the PSNC gas line easement along the north edge of the development.

Parking. Single family residential requires 2 parking stalls per unit. This requirement will easily be accommodated with the garages and driveways. The Multifamily dwellings require 1.5 spaces per 1 bedroom units, 1.75 spaces per unit for 2 bedroom units, and 2 spaces for 3 or more bedroom units. The 30 townhomes shown in phases 8 and 9 have 55 parking stalls. The exact number of bedrooms in each unit is unknown. Parking requirements will be determined when the townhomes are proposed for construction.

With the approval of the original preliminary plat, the Council added a condition that requires the developer to work with staff to incorporate overflow parking areas into each phase of the development. Phase I had no overflow parking. Proposed Phase II shows no overflow parking. Additionally, the developer has incorporated into the HOA declarations a prohibition on street parking.

Lighting. A preliminary lighting plan has been provided.

Phasing. The developer proposes to construct the subdivision over 9 phases (approximately 40 units per phase), one phase per year depending on the market. The approximate phase lines were shown on the approved master plan but are subject to change based on market conditions. As proposed, the replacement of single family detached units with single family attached will also be with each phase will also depend on the market with the restriction that no townhome units be constructed within phase 1 or 2. The necessary infrastructure is proposed to be constructed as needed for each phase and designed for build-out.

Homeowners Association Documents. The development will be a maintenance free development with the HOA responsible for maintenance of yards and shared open space and amenities. Submittal of deed restrictions and covenants will be required with this development to address among other items, a statement of compliance with state local and federal regulations, and operation and maintenance of shared open space, amenities and stormwater management facilities.

The HOA declarations include a prohibition on parking on the public street.

Signs. The applicant is proposing entrance signs at all three entrances to the subdivision. Any new signs shall be permitted in accordance with the Town of Smithfield Unified Development Ordinance prior to construction and will require a separate sign permit from the Planning Department.

PLANNING DEPARTMENT RECOMMENDATIONS:

The Planning Department recommends approval of the East River PUD Master Plan/Preliminary Plat subdivision with the following conditions:

- 1) That the developer obtains a NCDOT Right-of-Way Permit for the street access onto Buffalo Road prior to construction approval.
- 2) That Homeowners Association deed restrictions and covenants will be submitted for Town Attorney review to address among other items, a statement of compliance with state local and federal regulations, and operation and maintenance of shared open space, amenities and stormwater management facilities. These documents will require Town Attorney approval prior to recordation.
- 3) That there be no attached single-family residential units within phases 1 or 2 as identified on the approved master plan phasing plan.
- 4) That a park dedication fee in lieu of parkland be paid prior to recording the final plat approval of each phase of the development consistent with Article 10, Section 10.112.8.
- 5) That the public trail be constructed and easements be dedicated for trails adjacent to each phase with the final plat of that phase consistent with the preliminary plat.
- 6) That the public trail in the cul-de-sac of Shore Court be modified such that it is independent of the sanitary sewer pump station access way and shall go around the Shore Court cul-de-sac.
- 7) The utilities shall be designed such that that extension can be made conveniently and without undue burden or expense to serve future adjacent development.
- 8) The developer will work with staff to incorporate overflow parking areas into each phase of development.

RECOMMENDED ACTION:

Staff respectfully requests that the Town Council review the revised East River PUD Master Plan/Preliminary Plat and make a decision to approve, approve with conditions or to deny the application.



APPLICATION FOR SITE PLAN/SUBDIVISION REVIEW

Date Submitted: December 1, 2017 NCPIN: 169520-80-0490
 Applicant: ADAMS AND HODGE ENGINEERING, PC Property Owner: FRANK LEE
 Address: 335 ATHLETIC CLUB BLVD Address: PO BOX 148
CLAYTON, NC 27527 SMITHFIELD, NC 27577
 Project Contact: DONNIE ADAMS, PE Phone: N/A
 Phone: 919-763-7278 Fax: N/A
 Fax: N/A Zoning: R8
 Location: 1899 Buffalo Road Smithfield NC Linear Footage of Proposed Streets: 8,000 LF
Adjacent to NCSECU
 No. of Lots Proposed: 325 Average Lot Sizes: 4,356 SF
 Existing Impervious Surface Area: N/A Proposed Impervious Surface Area: 2,069,796 SF
 Total Acreage 67.88 Acres Total Disturbed Area: 2,265,120 SF
 Project Name: Buffalo Road Tract

Street Name(s): _____
(Continue on additional sheet, if necessary)

Estimate of Water Allocation Required: 116,640 GPD
 Estimate of Sewer Allocation Required: 116,640 GPD

Type of Project: (check one)

- Exempt Subdivision (Submit 2 paper copies)
- Minor Subdivision (Submit 2 paper copies)
- PUDS MASTER PLAN Major Subdivision (Submit 6 paper copies)
- Recombination (Submit 2 paper copies)
- Site Plan (Submit 6 paper copies)

Application Fee:

Minor Subdivision	(\$50.00) + \$5.00 a lot (\$55.00 min)	
Major Subdivision	(\$250.00) + \$5.00 a lot (\$255.00 min)	\$250.00
Total Number of Lots	<u>325</u> x \$5.00/lot	\$1,625.00
Site Plan	(\$150.00) + \$50.00 an acre (\$200.00 min)	
Total			<u>\$1,875.00</u>

File Number _____

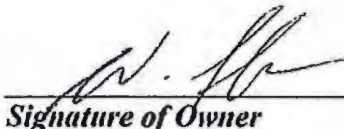
OWNER'S CONSENT FORM

Name of Project: Buffalo Road Tract Submittal Date: 12-01-2017

OWNERS AUTHORIZATION

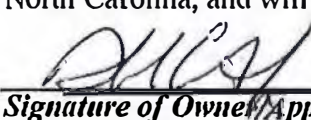
I hereby give CONSENT to Adams & Hodge Engineering, PC (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge the property I have an ownership interest in the subject of this application. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to the Town of Smithfield to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

 W. Franklee 12/6/17
Signature of Owner Print Name Date

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Smithfield, North Carolina, and will not be returned.

 Adams & Hodge Engineering
Donald C. Adams, Sr. 12/6/2017
Signature of Owner/Applicant Print Name Date

FOR OFFICE USE ONLY

File Number: _____ Date submitted: _____ Date received: _____



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

SPECIAL USE PERMIT APPLICATION

Pursuant to Article 4, of the Town of Smithfield Unified Development Ordinance, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to allow a Special Use. Special Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.

Special Use Permit applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans and one (1) digital copy of all required documents, an Owner's Consent Form (attached) and the application fee. The application fee is \$300.00. All fees are due when the application is submitted.

SITE INFORMATION:

Name of Project: Buffalo Road Tract Acreage of Property: 67.88
 Parcel ID Number: 169520-80-0490 Tax ID: 14075013
 Deed Book: 3556 Deed Page(s): 0084
 Address: 1899 Buffalo Road Smithfield, NC 27577
 Location: Adjacent to NCSECU

Existing Use: Farm Land Proposed Use: PUD
 Existing Zoning District: R8

Is project within a Planned Development: Yes No
 Planned Development District (if applicable): _____
 Is project within an Overlay District: Yes No
 Overlay District (if applicable): Water Supply Watershed

FOR OFFICE USE ONLY

File Number: _____ Date Submitted: _____ Date Received: _____ Amount Paid: _____

REQUIRED FINDING OF FACT

Article 4 of the Town of Smithfield Unified Development Ordinance requires applications for a Special Use Permit to address the following findings. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which this section requires. The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:

- 1) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
~~The development has been designed such that it will not be detrimental to or endanger or general welfare.~~
- 2) The special use will be in harmony with the existing development and uses within the area in which it is to be located.
~~This project combines the walkability of the Downtown Smithfield residential areas with a significant amount of open space. Some of the old and some of the new.~~
- 3) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
~~The project combines the walkability of the Downtown Smithfield residential areas with significant amount of open space. Some of the old and some of the new.~~
- 4) Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.
~~There are available facilities and services in the area to serve the proposed development.~~
- 5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
~~This development has been designed to promote traffic flow and avoid congestion with~~
- 6) The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.
~~After researching the UDO, this development was designed to follow the requirements and policies of the Town.~~
- 7) Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.
~~After researching the UDO, this development was designed to follow the requirements and policies of the Town.~~
- 8) The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.
~~Yes, the proposed use will be in conformity with the land use plan, thoroughfare plan, and adopted by Town Council.~~

REQUIRED SITE PLAN INFORMATION

Article 5 of the Town of Smithfield Unified Development Ordinance requires a site plan be prepared by a professional engineer, registered land surveyor, or licensed architect and shall be drawn to scale of not less than one inch equals 30 feet. The site plan shall be based on the latest tax map information and shall be of a size as required by each individual site plan. The site plan shall contain the following information, if applicable as determined by the UDO Administrator:

- 1) A key map of the site with reference to surrounding areas and existing street locations.
- 2) The name and address of the owner and site plan applicant, together with the names of the owners of all contiguous land and of property directly across the street as shown by the most recent tax records.
- 3) Parcel Identification Numbers (PIN) for site and adjacent properties.
- 4) Deed book and page reference demonstrating ownership of property.
- 5) Location of all existing and proposed structures, including their outside dimensions and elevations, streets, entrances, and exits on the site, on contiguous property, and on property directly across the street.
- 6) Building setback, side line, and rear yard distances.
- 7) Location of watercourses, ponds, flood zones, water supply watershed areas, and riparian buffers.
- 8) All existing physical features, including existing trees greater than eight (8) inches in diameter measured four and one-half (4.5) feet above ground level, and significant soil conditions.
- 9) Topography showing existing and proposed contours at no greater than ten (10) foot intervals. All reference benchmarks shall be clearly designated.
- 10) The zoning of the property, including zoning district lines where applicable.
- 11) Lot line dimensions and property lines of the tract to be developed (with dimensions identified), adjacent property lines (including corporate limits, Town boundaries, and county lines).
- 12) Parking, loading, and unloading areas shall be indicated with dimensions, traffic patterns, access aisles, and curb radii per the requirements of Article 10, Part I.
- 13) Types of surfaces for drives, sidewalks, and parking areas.
- 14) Location and design of existing and proposed sanitary waste disposal systems, water mains and appurtenances (including fire hydrants) on or adjacent to the parcel.
- 15) Other utility lines both under- and above-ground, including electric power, telephone, gas, cable television.
- 16) Location of all US Clean Water Act Section 404 wetland areas, located of detention/retention ponds (Best Management Practices), riparian buffers and impervious surface areas with area dimensions, and ratios of impervious surface to the total size of the lot.
- 17) The location of all common areas.
- 18) The location and dimensions of all areas intended as usable open space, including all recreational areas. The plans shall clearly indicate whether such open space areas are intended to be offered for dedication to public use or to remain privately owned.
- 19) Landscaping and buffering plan showing what will remain and what will be planted, indicating names of plants, trees, and dimensions, approximate time of planting, and maintenance plans per the requirements of Article 10, Part II. The plan shall include the tree line of wooded areas and individual trees eight (8) inches in diameter or more, identified by common or scientific name.
- 20) Proposed site lighting.

APPLICANT AFFIDAVIT

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

Adams & Hodge Engineering

Donald C. Adams, Jr.
Print Name


Signature of Applicant

12/6/2017
Date



PLANNING DEPARTMENT
Stephen Wensman, AICP, RLA
Planning Director

Donnie Adams
Adams and Hodge Engineering, PC
335 Athletic Club Blvd.
Clayton, NC 27527

December 18, 2018

RE: East River Phase 1 Construction Plans Review Comments

Dear Mr. Adams:

The Town of Smithfield has reviewed your application for East River PUD Phase I Construction Plans submitted on November 30 and has reviewed them for compliance with the Town of Smithfield development standards. The following revisions will be required prior to approval:

1. Submit a revised preliminary plat addressing the conditions of approval.
2. Please submit preliminary HOA covenants prior to final plat approval.
3. On Sheet C3, the typical single family lot detail indicates maximum impervious as being 70% and maximum lot coverage as being 50%. Given the understanding that lot coverage is the same as impervious, please clarify the max lot impervious/lot coverage for a typical lot and indicate that on the detail.
4. For all sheets, where the trail crosses a street, the width of the trail should remain 10 feet wide to the street curb. To prevent vehicular access a bollard can be installed provided it does not interfere with handicap accessibility.
5. The crosswalk striping on the street should be the width of the trail at trail crossings.
6. On the preliminary plat C4-B and C4C, and on the phasing plan, C5-B and C5-C, the public trail easement should be shown and labelled. This will need to be dedicated with the final plat for phase 1; however, the Town will not expect the trail to be constructed until the construction reaches this side of the development.
7. On Sheet C5-A, the zoning is incorrectly stated. The zoning is not R8-PUD, rather it is PUD, and also, the sheet indicates the location as "inside Town ETJ". While this is true, it should be altered to say, "to be annexed into the Town Corporate Limits".

8. On Sheet C5-A, revise the typical street sections removing the “tree strip” label shown between the sidewalk and the curb.
9. Sheet C13 and the street details on Sheet D4 should be updated to remove the Street Trees from the public right-of-way.

Please submit the requested information. Once received, the Town of Smithfield will review the submittal. If you have questions, please contact me at 919-934-2116, ext. 1114.

Sincerely,

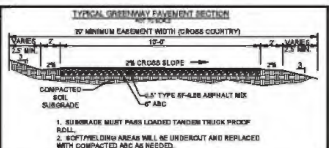
A handwritten signature in black ink that reads "Stephen Wensman". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Stephen Wensman
Town of Smithfield
Planning Director



LEGEND

- OPEN SPACE
- SINGLE FAMILY LOTS
- TOWNHOME LOTS
- SIDEWALKS
- 10' ASPHALT GREENWAY w/ PUBLIC GREENWAY EASEMENT
- 10' PRIVATE ASPHALT GREENWAY
- 100 YR FLOOD PLAN
- RIPARIAN BUFFER AREA
- EXISTING POND
- PHASE LINE
- BOUNDARY LINE



IMPERVIOUS AREA CALCULATIONS*

	TOTAL AREA (SQARE FEET)	% OF TOTAL SITE	IMPERVIOUS AREA (SQARE FEET)	% IMPERVIOUS AREA
RESIDENTIAL LOTS	1,167,409	41.26%	657,835	56.35%
RIGHT-OF-WAYS**	427,323	15.10%	374,508	87.64%
RIPARIAN BUFFRS & 100YR FLOOD PLAN***	286,625	10.13%	47,225	16.48%
TOTAL OPEN SPACE****	947,865	33.50%	103,690	10.94%
TOTAL AREA	2,829,222	100.00%	1,163,248	41.82%

*NOTE: AREAS AND CALCULATIONS SHOWN ARE APPROXIMATE AS THIS IS A MASTER PLAN. ACTUAL ACREAGE WILL BE DETERMINED DURING THE SUBDIVISION APPLICATION SUBMITTAL PROCESS.

**NOTE: RIGHTS-OF-WAY INCLUDES STREETS AND SIDEWALKS.

***NOTE: INCLUDES RIPARIAN BUFFER AREAS, OPEN WATER BODIES AND 100 YEAR FLOOD PLAN.

****NOTE: OPEN SPACE INCLUDES AMENITIES, GREENWAYS, INTERNAL SIDEWALKS, FEATURES IN PARKS, PARKS, ACTIVE AND PASSIVE SPACES, ETC.

EAST RIVER MASTER DEVELOPMENT CHART

PHASE	AREA OF PHASE	% OF OVERALL SITE	NUMBER OF LOTS MAX 332/ SHOWN 281	RIGHT OF WAY	RIPARIAN BUFFERS & FLOOD PLAN	MANAGED OPEN SPACE	IMPERVIOUS AREA	PERVIOUS AREA	STATUS OF PHASE
OVERALL SITE	64.95 AC			9.81 AC	6.58 AC	28.72 AC	22.98 AC	42.01 AC	APPROVED MASTER PLAN
PHASE 1	26.93	41.46%	40	1.63	1.63	21.16 (79%)	3.83 (14%)	23.10 (80%)	SUBMITTED
PHASE 2	4.02	6.19%	32	1.17	0	0 (0%)	2.46 (61%)	1.56 (39%)	NOT YET SUBMITTED
PHASE 3	6.73	10.36%	43	1.36	0	1.32 (20%)	3.07 (46%)	3.66 (54%)	NOT YET SUBMITTED
PHASE 4	3	4.62%	34	1	0	0.85 (13%)	2.04 (26%)	2.36 (47%)	NOT YET SUBMITTED
PHASE 5	3.77	5.80%	29	0.9	0	0.13 (3%)	2.12 (56%)	1.66 (44%)	NOT YET SUBMITTED
PHASE 6	6.6	10.16%	50	1.63	0	0 (0%)	4.03 (31%)	2.59 (39%)	NOT YET SUBMITTED
PHASE 7	1.99	3.06%	23	1.4	0	1.16 (28%)	2.71 (48%)	2.88 (54%)	NOT YET SUBMITTED
PHASE 8	1.8	2.77%	15	0.56	0	2.16 (57%)	1.33 (40%)	1.23 (36%)	NOT YET SUBMITTED
PHASE 9	2.51	3.86%	14	0.2	0	1.51 (62%)	0.63 (24%)	1.90 (76%)	NOT YET SUBMITTED
GRAND TOTAL	64.95	100%	281	9.81	6.58	28.72 AC (44%)	22.95 AC (35%)	42.01 AC (65%)	

SITE PLAN INFORMATION:

OWNER:	BUFFALO ROAD, LLC, 114 W MAIN ST STE 102, CLAYTON, NC 27020
PARCEL IDENTIFICATION NUMBER:	14077613
APPLICANT:	118502404889
TAX NUMBER:	4805881
PROPERTY SIZE (SF):	2,999,048 SF (68.18 AC)
TOTAL OPEN SPACE (SF):	1,374,318 SF (31.56 AC)
PROPERTY LOCATION:	TO BE ANNEXED INTO THE TOWN CORPORATE LIMITS
EXISTING ZONING:	PLC
OVERLAY DISTRICT:	118502404889
EXISTING USE:	AGRICULTURAL/RESIDENTIAL
PROPOSED USE:	RESIDENTIAL SINGLE-FAMILY DETACHED UNITS = 281 UNITS
PROPOSED LOTS:	RESIDENTIAL TOWNHOME UNITS = 56 UNITS
PROPOSED DENSITY:	315/281
EXISTING DENSITY:	4.82 UNITS PER ACRE
MARKED IMPERVIOUS AREA:	70%
PROPOSED IMPERVIOUS AREA:	41.82%
BUILDING HEIGHT (NUMBER OF STORIES & FEET):	2 STORY BLDGS / 35' FT
REQUIRED PROPOSED PARKING (TOWNHOMES):	53 SPACES/57 SPACES
REQUIRED PROPOSED PARKING (DETACHED):	880 SPACES/872 SPACES
REQUIRED PROPOSED ACCESSIBLE PARKING (TOWNHOMES):	374 ACCESSIBLE SPACES
ELECTRIC PROVIDER:	TOWN OF SMITHFIELD
WATER PROVIDER:	TOWN OF SMITHFIELD
SEWER PROVIDER:	TOWN OF SMITHFIELD
ANTICIPATED DAILY WASTEWATER FLOW:	116,640 GPD

*THE DEVELOPER WILL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY DAMAGED TREES WITHIN ANY LAND USE BUFFER.

PHASE	LINEAR FEET	PHASE	LINEAR FEET
PHASE 1	3,300	PHASE 1	1,177
PHASE 2	0	PHASE 2	0
PHASE 3	360	PHASE 3	779
PHASE 4	0	PHASE 4	577
PHASE 5	0	PHASE 5	0
PHASE 6	301	PHASE 6	0
PHASE 7	611	PHASE 7	853
PHASE 8	433	PHASE 8	1,144
PHASE 9	220	PHASE 9	508
TOTAL	5,597	TOTAL	5,082



PUBLIC ACCESS EASEMENT

PUBLIC GREENWAY TRAIL TO BE 15' WIDE WHERE VEHICLE ACCESS IS REQUIRED

20' PUBLIC GREENWAY EASEMENT FOR POTENTIAL FUTURE EXTENSION BY OTHERS
(THE DEVELOPER WILL PROVIDE AN EASEMENT FOR THE TRAIL AROUND THE CURVE-SECTION THAT WILL ALLOW THE TOWN TO CONSTRUCT THE TRAIL AT A FUTURE DATE. THE EASEMENT WILL BE GRANTED TO PROVIDE A 2% CROSS SLOPE AND A 10% MAXIMUM LONGITUDINAL SLOPE)



REVISED
11:03 am, Mar 13, 2019

NOT RELEASED FOR CONSTRUCTION



GRAPHIC SCALE
1 inch = 100 ft

ADAMS & HODGE ENGINEERING, PC
 EAST RIVER PUD
 MASTER SUBDIVISION & PHASING PLAN
 TOWN OF SMITHFIELD, JOHNSTON COUNTY, NORTH CAROLINA
 SHEET C1.03

**East River
Town of Smithfield
Johnston County, North Carolina
Stormwater Mater Plan Narrative
March 2020**

The site for the East River project is located at 1899 Buffalo Road, north of M Durwood Stephenson Highway in the ETJ district of Smithfield, North Carolina.

The project consists of a 68.16 acs parcel, Tax ID 169520-80-0490, of which 54.69 acs are located on the west side of Buffalo Road, and the remaining 13.47 acs are located on the east side of Buffalo Road. The proposed use for this site is a walkable neighborhood with a mix of single family homes and townhomes as well as a significant amount of open space featuring neighborhood pocket parks and an extensive greenway trail network with the possibility of a future connection to the Mountains to Sea Trail.

The existing site is a mix of mainly farmland, one residential dwelling and wooded areas in the back of the property with the Neuse River bordering the western property line.

The site is located within the WS-IV-PA Water Supply Watershed in the Neuse River basin. The proposed Masterplan, approved by the Town Council on April 4, 2018, specifies the project to be utilizing the high-density option with a maximum impervious area of 70%.

This option in the WS-IV-PA watershed increases the Riparian Buffer by adding an additional 50' vegetated setback to the existing 50' Riparian Buffer to a total width of 100'.

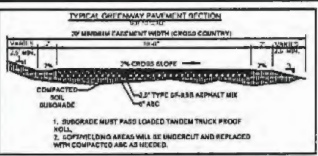
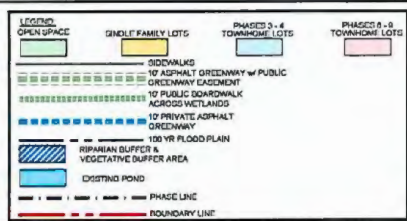
According to Firm Map 3720169500K dated 6/20/2018, the site is partially located in a 100-year flood zone, which is mainly, but not entirely, located in the 100' extended Riparian Buffer located along the western boundary of the property.

Original Stormwater Management approach intended to convert an existing farm pond to a full functioning Wet Pond for SCM purposes, However, based on a wetland survey from July 24, 2019 provided by Mitchel Engineering, multiple wetlands were located on the property interfering with the original design approach. A large area of these wetlands is adjacent to the existing farm pond. A ruling was also made that would allow the pond to be used for attenuation only, provided the footprint of the pond would not increase, however, the pond would not be allowed to be utilized for stormwater quality control.

With these new restrictions, the project site was reevaluated to determine how stormwater quality controls could be incorporated into the existing Master Plan without requiring a complete overhaul of the site. A detailed analysis of the open space neighborhood pockets showed that Constructed Stormwater Wetlands would be able to be incorporated into these spaces without much change to the overall Master Plan layout while allowing the Constructed Wetlands to treat the site for both stormwater quality as well as quantity control.

While phase 1 construction has started with the intent of the stormwater being treated in a Wet Pond, phase 2 design documents include a Constructed Stormwater Wetland in the neighborhood pocket park between phase 2 and phase 4. An additional Constructed Stormwater Wetland is planned for the neighborhood pocket park between phases 3/4 and 5/6 that will be sized to treat and attenuate the water already generated by phase 1 as well as the runoff from phases 3-6. Parts of phase 4 will be able to drain towards the wetlands submitted with phase 2 construction drawings to distribute the water more evenly.

The outflow out of both Constructed Stormwater Wetlands will be directed towards the existing farm pond via pipe network to keep drainage patterns as close to existing as possible. The constructed wetlands will be able to detain the peak for the design storms down to preexisting conditions, so no adverse effect to the farm pond will be created.



	TOTAL AREA (SQUARE FEET)	% OF TOTAL SITE	IMPERVIOUS AREA (SQUARE FEET)	% IMPERVIOUS AREA
RESIDENTIAL LOTS	1,093,810	38.00%	719,977	65.00%
RIGHT-OF-WAY**	427,323	15.10%	374,508	87.84%
RIPIARIAN BUFFERS & 100YR FLOOD PLAN	288,823	10.13%	47,225	16.48%
TOTAL OPEN SPACE***	1,021,464	36.10%	101,620	9.97%
TOTAL AREA	2,829,222	100.00%	1,234,830	43.63%

*NOTE: AREAS AND CALCULATIONS SHOWN ARE APPROXIMATE AS THIS IS A MASTER PLAN. ACTUAL AREAS WILL BE DETERMINED DURING THE MINOR SUBDIVISION/DRIVE PLAN APPLICATION SUBMITTAL PROCESS.

**NOTE: RIGHTS-OF-WAY INCLUDES STREETS AND SIDEWALKS.

***NOTE: RESOURCE CONSERVATION AREAS INCLUDE RIPIARIAN BUFFER AREAS, OPEN WATER BODIES AND 100 YEAR FLOOD PLAN.

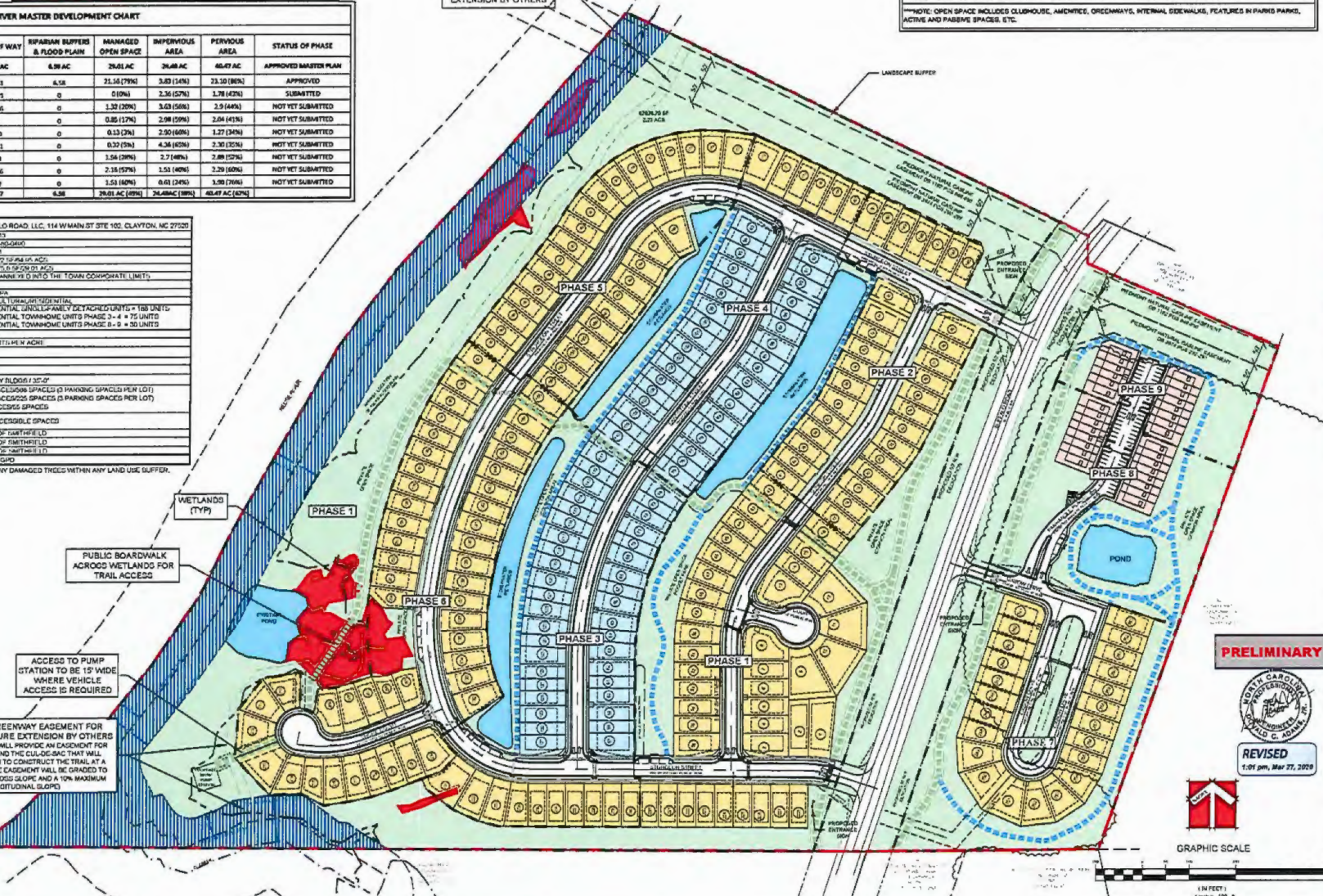
****NOTE: OPEN SPACE INCLUDES CLUBHOUSE, AMENITIES, GREENWAYS, INTERNAL SIDEWALKS, FEATURES IN PARKS/PARKS, ACTIVE AND PASSIVE SPACES, ETC.

PHASE	AREA OF PHASE	% OF OVERALL SITE	NUMBER OF LOTS	RIGHT OF WAY	RIPIARIAN BUFFERS & FLOOD PLAN	MANAGED OPEN SPACE	IMPERVIOUS AREA	PERVIOUS AREA	STATUS OF PHASE
OVERALL SITE	64.95 AC			9.87 AC	6.39 AC	24.61 AC	26.49 AC	45.47 AC	APPROVED MASTER PLAN
PHASE 1	26.50	41.40%	48	1.43	0.58	21.14 (79%)	3.82 (14%)	21.10 (80%)	APPROVED
PHASE 2	4.21	6.57%	32	1.21	0	0.00%	2.56 (67%)	1.76 (47%)	SUBMITTED
PHASE 3	6.13	9.45%	49	1.36	0	1.32 (20%)	3.23 (58%)	2.91 (46%)	NOT YET SUBMITTED
PHASE 4	1.77	2.73%	42	1	0	0.82 (17%)	2.08 (59%)	2.04 (41%)	NOT YET SUBMITTED
PHASE 5	1.77	2.73%	42	1	0	0.13 (2%)	2.50 (69%)	1.27 (34%)	NOT YET SUBMITTED
PHASE 6	4.46	6.88%	29	0.9	0	0.22 (2%)	4.36 (65%)	3.30 (52%)	NOT YET SUBMITTED
PHASE 7	5.59	8.61%	29	1.41	0	1.56 (28%)	2.71 (48%)	2.89 (52%)	NOT YET SUBMITTED
PHASE 8	3.8	5.85%	35	1.4	0	2.18 (57%)	1.53 (40%)	2.29 (60%)	NOT YET SUBMITTED
PHASE 9	2.51	3.86%	14	0.7	0	1.53 (40%)	0.61 (24%)	1.98 (78%)	NOT YET SUBMITTED
GRAND TOTAL	64.95	100%	293	9.87	6.39	29.01 AC (45%)	34.84 AC (54%)	45.47 AC (70%)	

OWNER:	BUFFALO ROAD LLC, 114 W MAIN ST STE 102, CLAYTON, NC 27020
PARCEL IDENTIFICATION NUMBER:	1467003
LOCAL USE:	RESIDENTIAL
TAX NUMBER:	1100-0000-0000
PROPOSED USE:	RESIDENTIAL
TOTAL OPEN SPACE (SQ FT):	1,021,464
PROPOSED SITE LOCATION:	1010 W. MAIN ST. OFF THE TOWN CORPORATE LIMITS.
EXISTING ZONING:	RESIDENTIAL
PROPOSED ZONING:	RESIDENTIAL
PROPOSED IMPERVIOUS AREA:	1,234,830
PROPOSED PERVIOUS AREA:	1,594,392
PROPOSED TOTAL AREA:	2,829,222
PROPOSED IMPERVIOUS AREA:	1,234,830
PROPOSED PERVIOUS AREA:	1,594,392
PROPOSED TOTAL AREA:	2,829,222
PROPOSED IMPERVIOUS AREA:	1,234,830
PROPOSED PERVIOUS AREA:	1,594,392
PROPOSED TOTAL AREA:	2,829,222

PHASE	TRAIL LINEAR FEET
PHASE 1	3,200
PHASE 2	0
PHASE 3	282
PHASE 4	0
PHASE 5	0
PHASE 6	301
PHASE 7	613
PHASE 8	475
PHASE 9	720
TOTAL	5,180

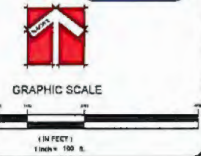
PHASE	TRAIL LINEAR FEET
PHASE 1	1,177
PHASE 2	0
PHASE 3	773
PHASE 4	877
PHASE 5	0
PHASE 6	0
PHASE 7	803
PHASE 8	1,144
PHASE 9	608
TOTAL	6,082



PRELIMINARY

REVISOR'S SEAL

REVISED
1:01 pm, Mar 27, 2020



PRELIMINARY



REVISED
1-08 PM, MAR 27, 2020

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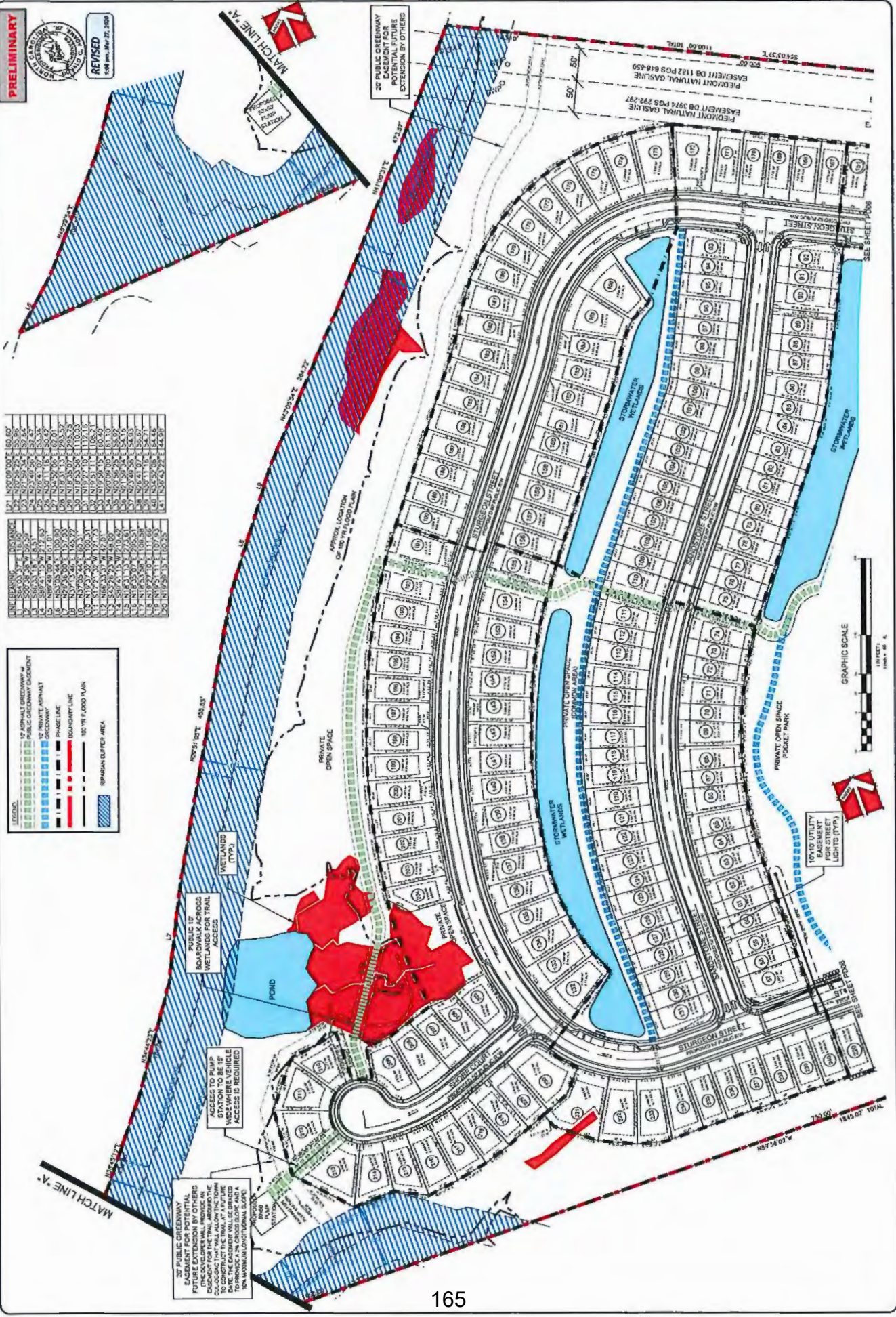
LEGEND

- 12' ASPHALT DRIVEWAY W/ PUBLIC GREENWAY ELEMENT
- 12' PRIVATE ASPHALT DRIVEWAY
- FRASER LAKE
- BOUNDARY LINE
- 100 YR FLOOD PLAIN
- SPONGE BUFFER AREA

100' PUBLIC GREENWAY ELEMENT FOR POTENTIAL FUTURE EXTENSION BY OTHERS (THE DEVELOPER WILL PROVIDE AN EASEMENT TO THE TOWN OF TULSA TO CONFIRM THAT THE TOWN IS TO PROVIDE A 7% ORIGINAL AND A 10% MAXIMUM LONGITUDINAL SLOPE TO THE PUBLIC GREENWAY ELEMENT.)

ACCESS TO PUMP HOUSE WHERE VEHICLE ACCESS IS REQUIRED

BOARDS TO PUMP HOUSE WETLANDS FOR TRAIL ACCESS



Financial Report

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (2000) has set out a strategy for the health care system to meet the needs of older people. The strategy is based on the following principles:

- To ensure that older people have access to the same range of health care services as younger people.
- To ensure that health care services are tailored to the needs of older people.
- To ensure that health care services are delivered in a way that is respectful of the dignity and autonomy of older people.

The strategy also sets out a number of key objectives for the health care system to meet the needs of older people:

- To reduce the number of older people who are admitted to hospital.
- To reduce the length of stay of older people in hospital.
- To reduce the number of older people who are discharged to care homes.

The strategy also sets out a number of key actions for the health care system to meet the needs of older people:

- To improve the training and education of health care professionals to meet the needs of older people.
- To improve the recruitment and retention of health care professionals to meet the needs of older people.
- To improve the quality of health care services for older people.

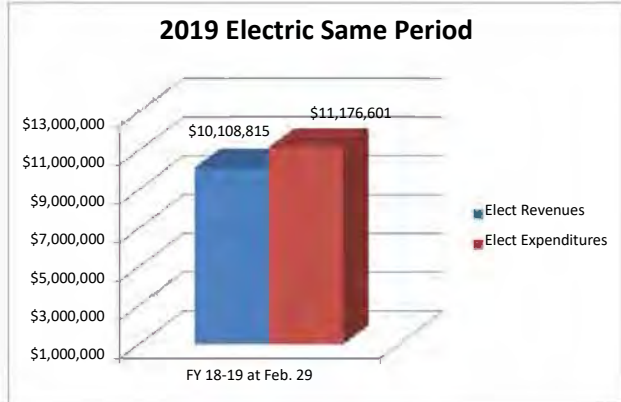
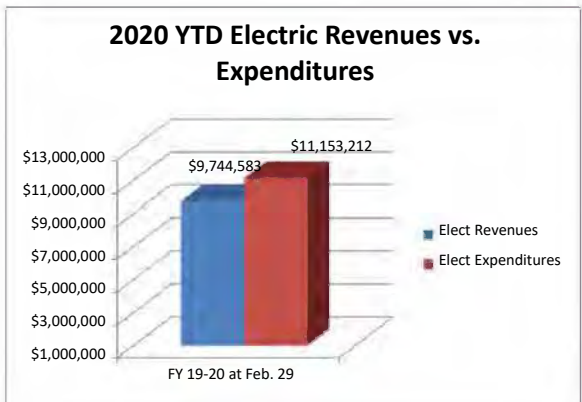
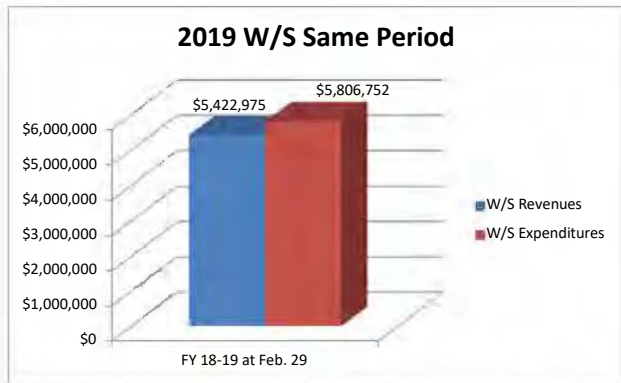
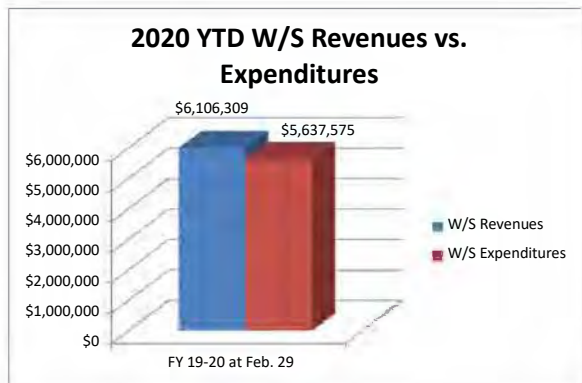
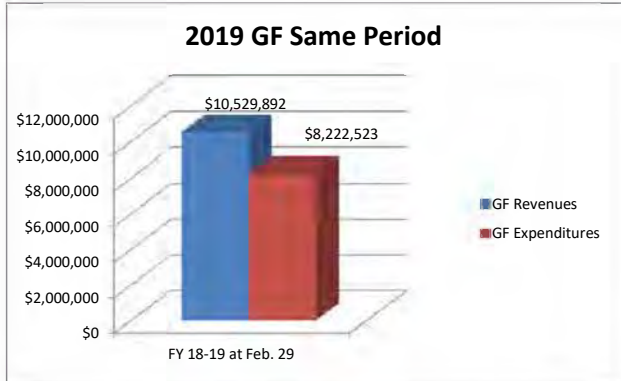
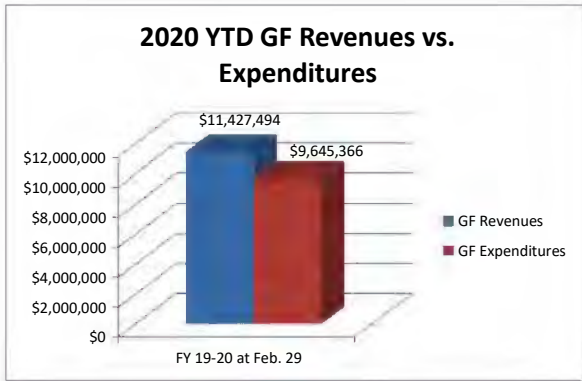
The strategy also sets out a number of key indicators for the health care system to meet the needs of older people:

- The number of older people who are admitted to hospital.
- The length of stay of older people in hospital.
- The number of older people who are discharged to care homes.

The strategy also sets out a number of key messages for the health care system to meet the needs of older people:

- Older people are a diverse group of people with different needs.
- Health care services should be tailored to the needs of older people.
- Health care services should be delivered in a way that is respectful of the dignity and autonomy of older people.

Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
February 29, 2020
Gauge: 8/12 or 67 Percent

GENERAL FUND

Revenues	Frequency	Actual to Date	Budget	Actual to Date
		FY '18-19	FY '19-20	FY '19-20
Current & Prior Year Property Taxes	Monthly	\$ 5,545,457	\$ 6,276,000	\$ 6,322,542
Motor Vehicle Taxes	Monthly	367,382	505,000	406,595
Utility Franchise Taxes	Quarterly	495,553	975,000	496,930
Local Option Sales Taxes	Monthly	1,336,431	2,400,000	1,378,168
Aquatic and Other Recreation	Monthly	443,307	738,000	468,402
Sanitation (Includes Penalties)	Monthly	803,998	1,335,300	810,171
Grants		180,259	49,500	310,437
All Other Revenues		1,095,891	1,394,636	1,234,249
Loan Proceeds		-	-	-
Transfers (Electric and Fire Dist.)		261,614	261,214	-
Fund Balance Appropriated		-	1,673,056	-
Total		\$ 10,529,892	\$ 15,607,706	\$ 11,427,494

Expenditures	Actual to Date	Budget	Actual to Date
	FY '18-19	FY '19-20	FY '19-20
General Gov.-Governing Body	\$ 272,290	\$ 459,438	\$ 291,738
Non Departmental	546,541	929,616	591,852
Debt Service	979,894	939,258	819,935
Finance	62,126	115,511	61,680
Planning	310,436	455,635	208,283
Police	2,100,033	4,073,619	2,250,581
Fire	1,431,403	2,169,318	1,405,626
EMS	-	-	-
General Services/Public Works	304,034	601,590	371,468
Streets	258,464	1,664,371	1,108,257
Motor Pool/Garage	49,272	103,816	66,096
Powell Bill	20,939	333,815	31,345
Sanitation	708,139	1,287,765	749,476
Parks and Rec	557,897	1,199,243	1,032,820
SRAC	605,868	981,173	638,345
Sarah Yard Center	15,187	46,500	17,864
Contingency	-	247,038	-
Appropriations/Contributions	-	-	-
Total	\$ 8,222,523	\$ 15,607,706	\$ 9,645,366

YTD Fund Balance Increase (Decrease)

- -

WATER AND SEWER FUND

Revenues	Actual to Date	Budget	Actual to Date
	FY '18-19	FY '19-20	FY '19-20
Water Charges	\$ 1,637,953	\$ 2,852,000	\$ 1,684,760
Water Sales (Wholesale)	934,325	\$ 1,400,000	\$ 1,100,799
Sewer Charges	2,611,136	4,180,000	2,706,647
Tap Fees	700	2,500	5,150
All Other Revenues	90,774	110,400	108,953
Grants	148,087	-	500,000
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	132,941	-
Total	\$ 5,422,975	\$ 8,677,841	\$ 6,106,309

Expenditures	Actual to Date	Budget	Actual to Date
	FY '18-19	FY '19-20	FY '19-20
Water Plant (Less Transfers)	\$ 1,114,554	\$ 1,980,216	\$ 1,220,349
Water Distribution/Sewer Coll (Less Transfers)	2,724,254	4,553,441	2,736,020
Transfer to General Fund	-	-	-
Transfer to W/S Capital Proj. Fund	1,350,000	1,250,000	1,250,000
Debt Service	617,944	653,574	431,206
Contingency	-	240,610	-
Total	\$ 5,806,752	\$ 8,677,841	\$ 5,637,575

ELECTRIC FUND

Revenues	Actual to Date	Budget	Actual to Date
	FY '18-19	FY '19-20	FY '19-20
Electric Sales	\$ 9,887,072	\$ 16,550,000	\$ 9,509,000
Penalties	94,691	150,000	87,578
All Other Revenues	127,052	156,000	148,005
Grants	-	-	-
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	100,000	-
Total	\$ 10,108,815	\$ 16,956,000	\$ 9,744,583

Expenditures	Actual to Date	Budget	Actual to Date
	FY '18-19	FY '19-20	FY '19-20
Administration/Operations	\$ 1,355,932	\$ 2,363,740	\$ 1,440,134
Purchased Power - Non Demand	3,235,991	12,750,000	3,182,580
Purchased Power - Demand	4,276,402	-	4,414,805
Purchased Power - Debt	770,784	-	770,784
Debt Service	351,278	351,279	351,307

Capital Outlay	-	120,000	43,602
Contingency	-	332,481	-
Transfers to Electric Capital Proj Fund	1,100,000	950,000	950,000
Transfer to Electric Capital Reserve		-	-
Transfers to General Fund	86,214	88,500	-
Total	<u>\$ 11,176,601</u>	<u>\$ 16,956,000</u>	<u>\$ 11,153,212</u>

CASH AND INVESTMENTS FOR APRIL

General Fund (Includes P. Bill)	13,311,972		
Water and Sewer Fund	7,365,701		
Electric Fund*	9,920,476		
JB George Endowment (40)	134,347		
Water Plant Expansion (43)	2,623,645		
Booker Dairy Road Fund (44)	457,896		
Capital Project Fund: Wtr/Sewer (45)	1,061,945		
Capital Project Fund: General (46)	1,101,542		
Capital Project Fund: Electric (47)	1,418,729	1st CITIZENS	30,531,726
FEMA Acquisitions and Elevations	(3,034)	NCCMT	2,376,544
Firemen Relief Fund (50)	108,912	KS BANK	3,714,569
Fire District Fund (51)	229,843	UNITED COMM	1,290,135
General Capital Reserve Fund (72)	181,000	PNC BANK	-
Total	<u>\$ 37,912,974</u>		<u>\$ 37,912,974</u>

*Plug

Account Balances Confirmed By Finance Director on 3/20/2020

Department Reports

the 1990s, the number of people with a mental health problem has increased in the UK, and the number of people with a mental health problem who are in contact with mental health services has also increased (Mental Health Act 1983, 1990, 1994, 1997, 2003).

There is a growing awareness of the need to improve the lives of people with a mental health problem, and to reduce the stigma and discrimination that they experience. This has led to a number of initiatives, including the development of mental health services that are more user-centred and that are more focused on the needs of people with a mental health problem (Mental Health Act 1983, 1990, 1994, 1997, 2003).

One of the key areas of focus is the need to improve the lives of people with a mental health problem who are in contact with mental health services. This includes people who are in contact with mental health services through the criminal justice system, and people who are in contact with mental health services through the health care system (Mental Health Act 1983, 1990, 1994, 1997, 2003).

The aim of this paper is to explore the experiences of people with a mental health problem who are in contact with mental health services through the criminal justice system, and to explore the experiences of people with a mental health problem who are in contact with mental health services through the health care system (Mental Health Act 1983, 1990, 1994, 1997, 2003).

The paper is structured as follows. First, we discuss the need to improve the lives of people with a mental health problem who are in contact with mental health services through the criminal justice system, and the need to improve the lives of people with a mental health problem who are in contact with mental health services through the health care system (Mental Health Act 1983, 1990, 1994, 1997, 2003).

Second, we discuss the experiences of people with a mental health problem who are in contact with mental health services through the criminal justice system, and the experiences of people with a mental health problem who are in contact with mental health services through the health care system (Mental Health Act 1983, 1990, 1994, 1997, 2003).

Third, we discuss the implications of the findings for the development of mental health services that are more user-centred and that are more focused on the needs of people with a mental health problem (Mental Health Act 1983, 1990, 1994, 1997, 2003).

Finally, we discuss the implications of the findings for the development of mental health services that are more user-centred and that are more focused on the needs of people with a mental health problem (Mental Health Act 1983, 1990, 1994, 1997, 2003).



Staff Report

Department
Report

Economic
Development
Update

Update

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

Since August of 2016, the Town has been able to make steady progress on implementing the identified action **items from the Town's Economic Development Strategic Plan that was updated in 2014.**

Attached is a list of mentionable activities for February/March 2020.

Action Requested

No action requested.

Smithfield Economic Development Implementation Activities FEB/MAR20

1. Downtown Development/Gabriel Johnston Hotel – Tim, Mike Scott, and Rocky met with Sarah Edwards to review the responses to the RFP for redevelopment of the Johnston Hotel. There was only one response, although Sarah had several phone calls from developers with questions concerning the RFP. Additionally, she had been contacted after the deadline by developers who were unaware of the RFP and expressed a desire to submit a proposal. The proposal that was received was discussed and, it appears that the developer is expecting to get the building at no cost. This is not a realistic expectation. It was recommended, and Sarah concurred, that the DSDC reissue the RFP with a new deadline to be determined, to allow for additional proposals to be submitted.

The current situation of the hotel was discussed. The town is moving forward with the condemnation proceedings and, beginning 01JUN20 the owners will be assessed a \$50 fine for each day the building does not meet code. Incentives to support the project were discussed. The town's participation in any incentives to induce the redevelopment would be conditioned with performance requirements, and the written agreement would contain claw backs to ensure the long-term viability of the project.

Sarah will inform us as to the new RFP deadline and get back to us when she has received the hoped-for additional proposals.

2. Internal Marketing – Tim, Mike, Rocky, and Sarah discussed the economic development forum. The previously circulated draft agenda was agreed upon. The date that was selected, May 12th does not work for Mike. Further, as May is a very busy month in the town's budgeting process, with meetings scheduled on an as needed basis with minimal notice, it was decided to move the date for the event to sometime in late June or in July.
3. Economic Development Plan of Work/Strategic Plan – Tim and Rocky discussed the current economic development plan of work and the elements that needed to be incorporated going forward. Additionally, it was decided that, in the coming year the current Strategic Plan would be examined, and input would be sought to update the plan. The input would be solicited from the manager, town council, business and community leaders, allies and others with knowledge of economic development.



FINANCE DEPARTMENTAL REPORT FOR FEBRUARY, 2020

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

Daily Collections/Property Taxes/Other.....	\$2,480,818
Franchise Tax.....	0
Sales & Use Tax.....	234,158
Powel Bill.....	0
Total Revenue	\$2,714,976

Expenditures: General, Water, and Electric.....\$5,728,541 (Transfers to Capital Projects Funds Included)

FINANCE:

- Compiled and submitted monthly retirement report on 2/28/2020
- Issued 42 purchase orders
- Processed 627 vendor invoices for payment and issued 423 accounts payable checks
- Prepared and processed 2 regular payrolls and remitted federal and state payroll taxes on 2/7 and 2/21/2020
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Sent 0 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$8,436
- Processed 6 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$1,357.24 (EMS = \$632.88; SRAC = \$0; Utility= \$724.36; and Other = \$0).
- Invoiced 2 grave opening for a total of \$1,400.
- Invoiced Smithfield Housing Authority, Johnston Community College, Johnston County Schools and Neuse Charter School for Police Security
- Earned \$1,270.19 in interest from FCB and paid 0 in fees on the central depository account
- Paid \$6,661.77 in credit/debit card fees, but earned \$3,175.55 in convenience fees

FINANCE DIRECTOR

- Attended Town Council Meeting on February 4, 2020
- Attended Department Head Meetings on February 3 and 18
- Updated capital projects budget sheet on 2/17/2020
- Provided Utility Director with Debt Schedules, Fixed Assets, Trial Balance Report and Audited Financials for upcoming rate study
- Coached staff and purchased supplies for preparation of COVID-19
- Prepared departmental budget worksheets



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 - 2020

February

Town Council

Zoning Map Ammendments	1
Special Use Permit	0
Ordinance Amendments	2
Major Subdivisions	0
Annexations	1
Special Events	0
Town Plan	1

Planning Board

Zoning Map Amendments	1
Ordinace Ammendments	0
Major Subdivisions	0

Board of Adjustment

Variance	0
Admin Appeal	0

Historic Properties Commission

Certificate of Appropriateness	0
Historic Landmarks	0



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

Permit Issued for February 2020

Zoning	Land Use	1400	14
Site Plan	Minor Site Plan	400.00	13
Zoning	Sign	\$300.00	6
	Report Period	\$2100.00	33
	Fiscal YTD Total:	\$12,675.00	195

Z20-000038	Zoning	Land Use	Town of smithfield Cell Tower	108 South Fifth Street
Z20-000028	Zoning	Sign	St Ann Catholic Church	4079 West US 70 Highway
SP20-000004	Site Plan	Minor Site Plan	Accessory Structure	315 PACE Street
Z20-000020	Zoning	Land Use	My Casa Hispano Food Truck	826 South Third Street
Z20-000021	Zoning	Land Use	Keystone Novelties Distributors	1273 N. Brightleaf Blvd
Z20-000022	Zoning	Sign	Keystone Novelties Distributors	1273 N. Brightleaf Blvd
Z20-000023	Zoning	Land Use	Wildside Clothing	1025 Outlet Center Dr.
Z20-000024	Zoning	Land Use	Purpose and Power Ministry	109 N. Third St.
SP20-000005	Site Plan	Minor Site Plan	30'x90' Open Shelter	1315 Outlet Center Dr.
SP20-000006	Site Plan	Minor Site Plan	SFD addition	310 Barbour Road
SP20-000007	Site Plan	Minor Site Plan	Single Family Dwelling	2350 Wilson's Mills Rd.
Z20-000025	Zoning	Land Use	Pepper Palace, Inc.	1025 Outlet Center Dr.
Z20-000026	Zoning	Land Use	Airflow Products Co. Inc.	203 Computer Dr.
Z20-000031	Zoning	Sign	Airflow Products Plant #4	203 Computer Dr.
Z20-000027	Zoning	Land Use	Auto Bella, Inc.	605 S. Brightleaf Blvd
Z20-000035	Zoning	Sign	Auto Bella INC	605 S. Brightleaf Blvd
Z20-000029	Zoning	Land Use	Southern Smokehouse BBQ	1025 Outlet Center Dr
Z20-000030	Zoning	Sign	Southern Smokehouse BBQ	1025 Outlet Center Dr
Z20-000032	Zoning	Land Use	As Seen on TV Retail Outlet	1025 Outlet Center Dr
Z20-000039	Zoning	Sign	As Seen on TV Retail Outlet	1025 Outlet Center Dr.
SP20-000008	Site Plan	Minor Site Plan	Accessory Structure	1202 South First St.
Z20-000033	Zoning	Land Use	Jersey Mike's Subs Restaurant	1233 N. Brightleaf Blvd
SP20-000009	Site Plan	Minor Site Plan	SFD Addition	1400 Brogden Rd
Z20-000034	Zoning	Land Use	Michael Kor Outlet Store	1025 Outlet Center Dr
Z20-000036	Zoning	Land Use	The Wash House	1331 N. Brightleaf Blvd
Z20-000037	Zoning	Land Use	Cottle Farms	724 N. Brightleaf Blvd
SP20-000010	Site Plan	Minor Site Plan	Single Family Dwelling	209 Sunfish Street
SP20-000011	Site Plan	Minor Site Plan	Single Family Dwelling	183 Sunfish Street
SP20-000012	Site Plan	Minor Site Plan	Single Family Dwelling	175 Sunfish Street

SP20-000013	Site Plan	Minor Site Plan	Single Family Dwelling	159 Sunfish Street
SP20-000014	Site Plan	Minor Site Plan	Single Family Dwelling	153 Sunfish Street
SP20-000015	Site Plan	Minor Site Plan	Single Family Dwelling	133 Sunfish Street
SP20-000016	Site Plan	Minor Site Plan	Single Family Dwelling	125 Sunfish Street



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING Feb. 29, 2020**

I. STATISTICAL SECTION

Month Ending Feb. 29, 2020	Feb 2020	Feb 19	Total 2020	Total 2019	YTD Difference
Calls for Service	1566	1424	3221	3132	89
Incident Reports Completed	109	132	241	248	-7
Cases Closed	83	94	180	175	5
Accident Reports	61	71	134	149	-15
Arrest Reports	74	88	174	162	12
Burglaries Reported	5	5	17	14	3
Drug Charges	13	25	41	50	-9
DWI Charges	5	8	13	15	-2
Citations Issued	154	163	313	356	-43
Speeding	40	38	90	77	13
No Operator License	29	30	44	85	-41
Registration Violations	25	19	47	49	-2

II. PERSONNEL UPDATE

The police department is currently short 6 sworn officer positions. Two employees are currently in BLET and have roughly 8 weeks left before the State Exam.

III. MISCELLANEOUS

Mandatory in-service training was continued in February. Most of the agency's training is being done online. The Police Department continues to be very busy with community projects.

REPORTED UCR OFFENSES FOR THE MONTH OF FEBRUARY 2020

PART I CRIMES	February 2019	February 2020	+/-	Percent Changed	Year-To-Date 2019	Year-To-Date 2020	+/-	Percent Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	0	0	0	N.C.
ROBBERY	1	1	0	0%	1	2	1	100%
Commercial	1	0	-1	-100%	1	0	-1	-100%
Individual	0	1	1	N.C.	0	2	2	N.C.
ASSAULT	11	2	-9	-82%	18	8	-10	-56%
* VIOLENT *	12	3	-9	-75%	19	10	-9	-47%
BURGLARY	5	5	0	0%	12	15	3	25%
Residential	4	2	-2	-50%	10	10	0	0%
Non-Resident.	1	3	2	200%	2	5	3	150%
LARCENY	12	34	22	183%	34	66	32	94%
AUTO THEFT	0	0	0	N.C.	0	2	2	N.C.
ARSON	0	0	0	N.C.	0	1	1	N.C.
* PROPERTY *	17	39	22	129%	46	84	38	83%
PART I TOTAL:	29	42	13	45%	65	94	29	45%
PART II CRIMES								
Drug	18	10	-8	-44%	43	24	-19	-44%
Assault Simple	7	2	-5	-71%	12	6	-6	-50%
Forgery/Counterfeit	3	2	-1	-33%	7	15	8	114%
Fraud	7	7	0	0%	16	14	-2	-13%
Embezzlement	0	6	6	N.C.	0	7	7	N.C.
Stolen Property	0	0	0	N.C.	1	2	1	100%
Vandalism	4	3	-1	-25%	6	6	0	0%
Weapons	1	2	1	100%	1	3	2	200%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	1	1	N.C.	0	1	1	N.C.
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	2	0	-2	-100%	2	2	0	0%
D. W. I.	10	4	-6	-60%	17	14	-3	-18%
Liquor Law Violation	4	2	-2	-50%	4	5	1	25%
Disorderly Conduct	0	0	0	N.C.	0	0	0	N.C.
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	0	0	N.C.	1	0	-1	-100%
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	37	23	-14	-38%	63	41	-22	-35%
PART II TOTAL:	93	62	-31	-33%	173	140	-33	-19%
GRAND TOTAL:	122	104	-18	-15%	238	234	-4	-2%

N.C. = Not Calculable



**Town of Smithfield
Fire Department
February 2020**

I. Statistical Section

Responded to	2020 Feb	Feb IN	Feb OUT	2019 Feb	2020 IN	2020 OUT	2020 YTD	2019 YTD
Total Structure Fires Dispatched	13	5	8	10	10	12	22	25
Confirmed Structure Fires (Our District)	1	1	0	2	6	0	6	6
Confirmed Structure Fires (Other Districts)	1	0	1	3	0	5	5	7
EMS/Rescue Calls	128	120	8	111	261	19	280	232
Vehicle Fires	1	0	1	0	1	1	2	1
Motor Vehicle Accidents	17	16	1	18	34	3	37	37
Fire Alarms (Actual)	7	7	0	8	15	1	16	15
Fire Alarms (False)	22	20	2	9	24	2	26	17
Misc./Other Calls	34	32	2	29	54	3	57	50
Mutual Aid (Received)	6	0	0	6	0	0	14	11
Mutual Aid (Given)	7	0	0	4	0	0	11	14
Overlapping Calls (Calls at the same time)	40	0	0	36	0	0	85	73
TOTAL EMERGENCY RESPONSES	211	189	22	180	388	41	429	365

* Denotes the breakdown of calls, these are not calculated into the totals *
IN/OUT denotes in and out of the Town, not outside the fire district. When we respond to another fire district (Mutual Aid), which is outside of our total fire district boundaries that is reported in (**Other Districts**).

	Feb	YTD
Fire Inspections/Compliance Inspections	21	47
Public Fire Education Programs	0	1
Children in Attendance	0	2
Adults in Attendance	0	2
Plans Review Construction/Renovation Projects	6	11
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	6	8
Re-Inspections	7	23

II. Major Revenues

	Feb	YTD
Inspections	\$825.00	\$1,975.00
False Alarms	\$0.00	\$225.00
Fire Recovery USA	\$396.00	\$396.00
EMS Debt Setoff	\$587.71	\$587.71

Major Expenses for the Month:

III. Personnel Update:

- Volunteer Firefighter, Anthony Parrish finalized the training to complete his probationary status.

IV. Narrative of monthly departmental activities:

We participated in an Event or Fire prevention/Training program's in the month of February:

- Live burn training located on 1014 Blount St.
- Live burn training located on 739 NC 210 Hwy.
- Members attended a pre-construction meeting in Snyder, NE. for the replacement of Engine 1.

**Town of Smithfield
Public Works Department
Feb. 29, 2020**



141 Total Work Orders completed by the Public Works Department

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

0 Cremation Burial, \$400.00 each = \$0.00

\$10,000.00 Sunset Cemetery Lot Sales

\$5,000.00 Riverside Extension Cemetery Lot Sales

355.80 tons of household waste collected

146 tons of yard waste collected

4.72 tons of recycling collected

432 gallons of used motor oil were recycled

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
Feb. 29, 2020



I. Statistical Section

6 Burials

7 Works Orders – Buildings & Facilities Division

10 Work Orders – Grounds Division

31 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$10,000.00
Riverside Ext Cemetery Lot Sales:	\$5,000.00
Grave Opening Fees:	\$4,200.00
Total Revenue:	\$19,200.00

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Appearance Division safety meeting was on "Active Shooter Training".

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Feb. 29, 2020**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. Cleaned 800LF of storm drain line with jet truck.
- d. Installed 18LF of storm drain line and two drop inlets.
- e. 17 Work Orders – 765lbs. of Cold Patch was used for 26 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting on "Active Shooter Training".

**Town of Smithfield
Public Works Department
Feb. 2020 Drainage Report**

Location:	Plaza Place and Wilson Street, S 6th and Rose.
Starting Date:	2/3/2020
Completion Date:	4/4/2020
Description:	Replaced faded stop signs.
Man-hours:	1hr.
Equipment:	412 pickup plus hand tools.
Materials:	Two 30x30 stop signs with hardware.
Location:	Sunset and Meadowbrook, 202 Meadowbrook, 1 st and Sanders, 2 nd and Sanders, 2 nd and Stevens, 708 Hancock, 312 N 2 nd , 410 North Street, N 4 th and North, 406 S 2 nd , Berkshire and Edgerton, 55 Brookwood, Hazelwood and Woodsdale, Woodsdale and Bookerdairy, 29 White Oak, 1102 Chestnut, Parker and 1 st , Buffalo and North.
Starting Date:	2/3/2020
Completion Date:	2/25/2020
Description:	Repaired 26 potholes with Perma Patch Asphalt.
Man-hours:	4.09hrs.
Equipment:	412 pickup plus hand tools.
Materials:	12.75 bags of Perma Patch Asphalt.
Location:	South Smithfield Alleys.
Starting Date:	2/5/2020
Completion Date:	2/5/2020
Description:	Staff repaired ruts in alleyways with 57 stone.
Man-hours:	20hrs.
Equipment:	405 dump truck and 402 pickup plus hand tools.
Materials:	28.19 tons of 57 stone.
Location:	Various locations.
Starting Date:	2/5/2020
Completion Date:	2/14/2020
Description:	Removed approved street signage for Planning Department.
Man-hours:	15hrs.
Equipment:	420 Cat backhoe, 405 dump truck and 905 with utility trailer and hand tools.
Materials:	N/A
Location:	East Street, West and Third Ave.
Starting Date:	2/6/2020
Completion Date:	2/7/2020
Description:	Blew out 800LF of storm drain line for positive drainage.
Man-hours:	8hrs.
Equipment:	Jet truck, 412 pickup plus hand tools.
Materials:	N/A

Location: 420 Collier Street.
Starting Date: 2/11/2020
Completion Date: 2/19/2020
Description: Installed drop inlets near junction box for positive drainage.
Man-hours: 3 hrs.
Equipment: 420 Cat backhoe, 412 pickup plus hand tools.
Materials: 4ft of 12inch HDPE pipe, 12 inch steel catch basin, 12inch drop inlet from Lowes, 8 bags of concrete, one bucket of Hydraulic Cement.

Location: 926 Martin Luther King Drive.
Starting Date: 2/12/2020
Completion Date: 2/12/2020
Description: Repaired ditch bank erosion at driveway.
Man-hours: 6hrs.
Equipment: 420 Cat backhoe, 408 flat bed, 412 pickup plus hand tools.
Materials: Two yards of rip rap rock, 8ft section of 15inch pipe.

Location: Stephenson Drive near dead-end.
Starting Date: 2/13/2020
Completion Date: 2/17/2020
Description: Culvert under roadway was cleaned free of obstructions. Staff cleaned 180LF of ditch bank for positive drainage.
Man-hours: 22hrs.
Equipment: 420 Cat backhoe, 408 flat bed, 4 weed eaters plus blower.
Materials: One yard of topsoil.

Location: Intersection of Hood and SBL.
Starting Date: 2/19/2020
Completion Date: 2/19/2020
Description: Repaired large potholes and ruts on dirt road. Also removed obstructions from culvert for positive drainage.
Man-hours: 6hrs.
Equipment: 420 Cat backhoe, 405 dump truck plus hand tools.
Materials: 4 yards of 57 stone.

Location: 312 Powell Street.
Starting Date: 2/19/2020
Completion Date: 2/19/2020
Description: Cleaned 100LF of ditch bank for positive drainage.
Man-hours: 4hrs.
Equipment: 420 Cat backhoe, 405 dump truck plus hand tools.
Materials: N/A

Location: 318 Pace Street.
Starting Date: 2/20/2020
Completion Date: 2/20/2020
Description: Replaced damaged driveway culvert for positive drainage.
Man-hours: 10hrs.
Equipment: 420 Cat backhoe, 408 flatbed, 905 pickup plus hand tools.
Materials: 14LF of 15inch HDPE pipe, one yard of screening and two yards of ABC stone.

Location: Town Hall, Police Department, Fire Station 1 and 2.
Starting Date: 2/20/2020
Completion Date: 2/20/2020
Description: Put out salt around entranceways die to snow storm.
Man-hours: 2hrs.
Equipment: 905 pickup plus spreader.
Materials: 5.5 bags of ice melt.

Location: 1909 S Vermont Street.
Starting Date: 2/20/2020
Completion Date: 2/20/2020
Description: Removed obstructions from culvert for positive drainage.
Man-hours: 1hrs.
Equipment: 412 pickup plus hand tools.
Materials: N/A

Location: 406 Laurel Drive.
Starting Date: 2/27/2020
Completion Date: 2/27/2020
Description: Removed obstructions from ditch bank and culvert for positive drainage.
Man-hours: 1.5hrs.
Equipment: 412 pickup plus hand tools.
Materials: N/A

Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
Feb. 29, 2020



I. Statistical Section

 5 Preventive Maintenances

 6 North Carolina Inspections (In shop and outsourced)

 47 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

Purchased a Benpak Model 2 post lift for the garage from Walker Automotive for \$10,286.43.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. Began installation of the 2-post lift for the garage. The Public Works Department safety meeting was on "Active Shooter Training".

Town of Smithfield
Public Works Sanitation Division
Monthly Report
Feb. 29, 2020



I. Statistical Section

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

- a. Sanitation forces completed 21 work orders
- b. Sanitation forces collected tons 355.80 of household waste
- c. Sanitation forces disposed of 73 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled .85 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 4.89 tons of yard Waste 2
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 2.92 tons of recyclable plastic
- h. Recycled 2940 lbs. of cardboard material from the Convenient Site Center
- i. A total of 432 gals of used oil was collected at the Convenient Site Center
- j. Recycled 0 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$0 from Sonoco Products for cardboard material
- b. Sold 320 lbs. of aluminum cans for \$121.60
- c. Sold 2,880 lbs. of shredder steel (Dec.) for \$129.60 to Omni Source
- d. Sold 1,740 lbs. of shredder steel (Feb.) for \$78.30 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$1,980 for disposal of yard waste and debris.

IV. Personnel Update:

No one was hired for the month of February.
Mitchell's Temporary Labors were provided for the month.

V. Narrative of monthly departmental activities:

The department worked closely with Police Department providing traffic control devices and event containers for MLK Parade Feb 15th .
The Public Works Department safety meeting was on "Active Shooter Training".
Community Service Workers worked 0 hrs.



MONTHLY REPORT FOR FEBRUARY, 2020

PROGRAMS STATISTICS	FEBRUARY, 2020		FEBRUARY, 2019	
NUMBER OF PROGRAMS	11		10	
TOTAL ATHLETICS PARTICIPANTS	282		238	
TOTAL NON/ATHLETIC PARTICIPANTS	238		373	
SARAH YARD COMMUNITY CENTER	283		243	
NUMBER OF GAMES PLAYED	65		76	
TOTAL NUMBER OF PLAYERS (GAMES)	1,300		1,520	
NUMBER OF PRACTICES	64		85	
TOTAL NUMBER OF PLAYER(S) PRACTICES	648		890	
	FEBRUARY, 2020	19/20 FY YTD	FEBRUARY, 2019	18/19 FY YTD
PARKS RENTALS	24	196	61	267
USERS (PARKS RENTALS)	992	8,998	887	10,530
TOTAL UNIQUE CONTACTS	3,461		3,913	
	FEBRUARY, 2020	19/20 FY YTD	FEBRUARY, 2019	18/19 FY YTD
FINANCIAL STATISTICS				
PARKS AND RECREATION REVENUES	\$ 6,855.00	\$ 50,083.00	\$ 7,939.00	\$ 41,040.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 48,754.00	\$ 457,263.00	\$ 48,645.00	\$ 461,891.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 87,436.00	\$ 457,263.00	\$ 511.00	\$ 73,714.00
SARAH YARD COMMUNITY CENTER	\$ 1,720.00	\$ 17,863.00	\$ 1,701.00	\$ 15,186.00



SRAC MONTHLY REPORT FOR FEBRUARY, 2020

PROGRAMS STATISTICS	FEBRUARY, 2020		FEBRUARY, 2019	
NUMBER OF PROGRAMS	25		24	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	4495		3099	
	FEBRUARY, 2020	19/20 FY YTD	FEBRUARY, 2019	18/19 FY YTD
SRAC MEMBER VISITS	3723	28797	3758	38470
DAY PASSES	523	6316	561	5817
RENTALS (SRAC)	38	410	65	416
USERS (SRAC RENTALS)	2135	28937	2716	26482
TOTAL UNIQUE CONTACTS	10,353		9,573	
	FEBRUARY, 2020	19/20 FY YTD	FEBRUARY, 2019	18/19 FY YTD
FINANCIAL STATISTICS				
SRAC REVENUES	\$ 50,176.00	\$ 418,317.00	\$ 42,028.00	\$ 402,266.00
SRAC EXPENDITURES	\$ 67,523.00	\$ 633,550.00	\$ 58,626.00	\$ 605,868.00
SRAC MEMBERSHIPS	2383		1884	

HIGHLIGHTS OVER 3000 SWIM LESSON GIVEN THROUGH ALLIGATOR STEPS



**Utilities Department
Monthly Report
February 2020**

- **Statistical Section**

- Electric CP Demand 20,098 Kw relative to January's demand of 23,421 Kw.
- Electric System Reliability for was 99.998%, with three (3) recorded outage; relative to January's 99.987%.
- Raw water treated on a daily average was 3.535 MG relative to 3.611 MG for January; with maximum demand of 4.128 MG relative to January's 4.672 MG.
- Total finished water to the system was 93.661 MG relative to January's 102.529 MG. Average daily for the month was 3.021 MG relative to January's 3.307 MG. Daily maximum was 3.698 MG (February 27th) relative to January's 4.660 MG. Daily minimum was 2.887 (February 2nd), relative to January's 2.582 MG.

- **Miscellaneous Revenues**

- Water sales were \$216,097 relative to January's \$218,334
- Sewer sales were \$352,920 relative to January's \$361,565
- Electrical sales were \$1,267,725 relative to January's sales of \$1,269,810
- Johnston County Water purchases were \$129,050 for 58.659 MG relative to January's \$164,923 for 74.965 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$885,898 relative to January's \$996,482.
- Johnston County sewer charge was \$300,827 for 81.315 MG relative to January's \$194,323 for 53.005 MG.

- **Personnel Changes –**

- Hunter Price left employment as a Utility Line Mechanic on February 28



**Town of Smithfield
Electric Department
Monthly Report
February, 2020**

I. Statistical Section

- Street Lights repaired -28
- Area Lights repaired -9
- Service calls - 48
- Underground Electric Locates -131
- Poles changed out or installed -4
- Underground Services Installed -4

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety Meeting on Lock out Tag out.

V. Miscellaneous Activities:

- Removed Christmas Decorations from the Bridge.
- Raised Switch gear cabinets at the Hospital. Job completed.
- Started installing services at East River Subdivision.



WATER & SEWER

FEBRUARY 2020 MONTHLY REPORT

● DISCONNECT WATER	4
● RECONNECT WATER	1
● TEST METER	0
● TEMPORARY METER SET	0
● DISCOLORED WATER CALLS	4
● LOW PRESSURE CALLS	6
● NEW/RENEW SERVICE INSTALLS	0
● LEAK DETECTION	8
● METER CHECKS	4
● METER REPAIRS	4
● WATER MAIN/SERVICE REPAIRS	4
● STREET CUTS	3
● REPLACE EXISTING METERS	1
● INSTALL NEW METERS	0
● FIRE HYDRANTS REPAIRED	0
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	9

- CLEANOUTS INSTALLED 4
- INSPECTIONS 1
- SEWER MAIN CLEANED 80LF
- SERVICE LATERALS CLEANED 995LF
- SERVICE CALLS 71
- LOCATES 100

- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY

MAJOR EXPENSES FOR THE MONTH OF FEBRUARY

- Repair work done to truck 707.

PERSONNEL UPDATES

- Hunter Price's last day was February 28, 2020.

UPCOMING PROJECTS FOR THE MONTH OF MARCH



MONTHLY WATER LOSS REPORT

February 2020

(4) Meters with slow washer leaks

(3) 3/4" Line, 1/8" hole – 1 Day

3/4" Line, 1/8" hole – 3 Days