



Mayor

M. Andy Moore

Mayor Pro-Tem

Travis Scott

Council Members

Marlon Lee

David Stevens

David Barbour

Emery Ashley

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

# Town Council Agenda Packet

Meeting Date: Tuesday, June 5, 2018

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577









**TOWN OF SMITHFIELD  
TOWN COUNCIL AGENDA  
REGULAR MEETING JUNE 5, 2018  
7:00 PM**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Approval of Agenda**

**Presentations:** None

**Page**

**Public Hearings**

- 1. RZ-18-05 Landis Bullock:** The applicant is requesting to rezoning a 1.43 acre portion of a 2.91 acre tract of land from the HI (Heavy Industrial) zoning district to the B-3 (Highway Entrance Business) zoning district. The property considered for rezoning is located on the southwest side of West Market Street approximately 180 feet southwest of its intersection with Whitley Drive. The property is further identified as a portion of Johnston County Tax ID# 15044023A.  
(Planning Director – Stephen Wensman) See attached information.....1
- 2. RZ-18-06 W. Frank Lee:** The applicant is requesting to rezone four tracts of land totaling approximately 2.26 acres from the R-20A (Residential-Agricultural) zoning district to the PUD (Planned Unit Development) zoning district. The properties considered for rezoning are located on the east side of Buffalo Road approximately 160 feet south of its intersection with Booker Dairy Road and further identified as Johnston County Tax ID# 14075030G, 14075030F, 14075027 and 14075028.  
(Planning Director – Stephen Wensman) See attached information.....15
- 3. SUP-18-06 Faith Miracle Ministry Church of Christ for all People:** The applicant is requested a special use permit to construct and operate a place of worship on a 1.87 acre tract of land located within an R-6 (Residential) zoning district. The property considered for approval is located on the west side of the intersection of Blount Street and East Lee Street and further identified as a Johnston County Tax ID# 15069013.  
(Planning Director – Stephen Wensman) See attached information.....45



- 4. FY 2018-2019 Budget:** In accordance with NCGS 159 -12 (b), Before adopting the budget ordinance, the board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear.  
(Town Manager – Michael Scott) See attached information.....71

## **Citizens Comments**

## **Consent Agenda Items**

- 1. Approval of Minutes:**  
**a.** April 24, 2018 – Budget Session  
**b.** April 26, 2018 – Budget Session  
**c.** May 1, 2018 – Regular Meeting  
**d.** May 1, 2018 – Close Session (Under Separate Cover)  
**e.** May 7, 2018 – Budget Session.....73
- 2. Special Event: River Rat Regatta –** The Smithfield Parks and Recreation Department is seeking approval to hold the first annual cardboard boat race on July 14, 2018 from 8:00 am until 3:00 pm at the corner of Front and Market Street. This event will require street closure and amplified sound approval.  
(Planning Director – Stephen Wensman) See attached information.....103
- 3. Special Event: Tent Revival –** The Light Church is seeking approval to hold tent revival services on June 25 - 28, 2018 from 7:00 pm until 11:00 pm at 724 N. Brightleaf Blvd. This event will require amplified sound approval.  
(Planning Director – Stephen Wensman) See attached information.....107
- 4. Special Event: Tent Revival -** First Missionary Baptist Church is seeking approval to hold tent revival services July 31 - August 2, 2018 from 7:00 pm until 8:30 pm at 502 Martin Luther King, Jr. Drive. This event will require amplified sound approval.  
(Planning Director – Stephen Wensman) See attached information.....111
- 5. Consideration and Approval to update the Town of Smithfield’s Pay Plan**  
(Town Manager – Michael L. Scott) See attached information.....115
- 6. Career Ladder Promotions –** Police Department: Due to the recent approved changes in the Career ladder promotion, seven officers are eligible for these promotions. Staff is requesting that these promotions become effective July 2, 2018 (Town Manager – Michael Scott & Chief of Police – R. Keith Powell)  
See attached information.....129
- 7. Career Ladder Promotion – Police Department:** The Police Department is requesting approval to promote a Police Officer I to the rank of Police Officer II.  
(Chief of Police – R. Keith Powell) See attached information.....131



- 8. Career Ladder Promotion – Fire Department:** The Fire Department is requesting approval to promote a Fire Fighter I To the rank of Fire Fighter II (Fire Chief – John Blanton) See attached information.....143
- 9. Consideration and Approval to update the Public Utilities Department’s Capital Improvement Plan.**  
(Ted Credle – Public Utilities Director) See attached information.....147
- 10.Consideration and Approval of a contract renewal with Thompson, Price, Scott, Adams & Co., P.A. to conduct the FY 2017-2018 audit.**  
(Finance Director - Greg Siler) See attached information.....181
- 11.Advisory Board Appointment**
- a. Jacqueline Aguilar-Delgado has submitted an application for consideration to be appointed to the Parks and Recreation Advisory Commission serving as a High School representative for a two year term.
  - b. Jason Yang has submitted an application for consideration to be appointed to the Parks and Recreation Advisory Commission serving as a High School representative for a two year term  
(Town Clerk – Shannan Parrish) See attached information.....195
- 12.New Hire Report**  
(Human Resources Director/PIO – Tim Kerigan) See attached information.....201
- 13.Consideration and Approval to enter into an Agreement with a property owner for the placement of a gateway Wayfinding Sign**  
(Planning Director – Stephen Wensman) See attached information.....203

**Business Items**

- 1. Consideration and approval to update the Potable Water Construction Standards**  
(Public Utilities Director – Ted Credle) See attached information.....211
- 2. Consideration and Approval to enter into a contact with the Wooten Company for Design Consultant Services for the expansion of the Water Plant**  
(Public Utilities Director – Ted Credle) See attached information.....273
- 3. Consideration and Approval to enter into an Agreement with Envirolink for the purpose of performing an analysis that will be the basis of the beginning of a discussion regarding the implementation of System Development Fees**  
(Public Utilities Director – Ted Credle) See attached information.....343



<b>4. Consideration and Approval to allow employees to donate sick leave to an employee in the Public Utilities Department</b> (Human Resources Director – Tim Kerigan) <u>See</u> attached information.....	355
<b>5. Consideration and Approval to allow employees to donate sick leave to an employee in the Police Department</b> (Human Resources Director – Tim Kerigan) <u>See</u> attached information.....	357
<b>6. Consideration and Approval of various fiscal year end budget amendments</b> (Finance Director - Greg Siller) <u>See</u> attached information.....	359

### **Councilmember's Comments**

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

- Financial Report (See attached information).....365
- Department Reports (See attached information).....369
- Manager's Report

#### **Closed Session**

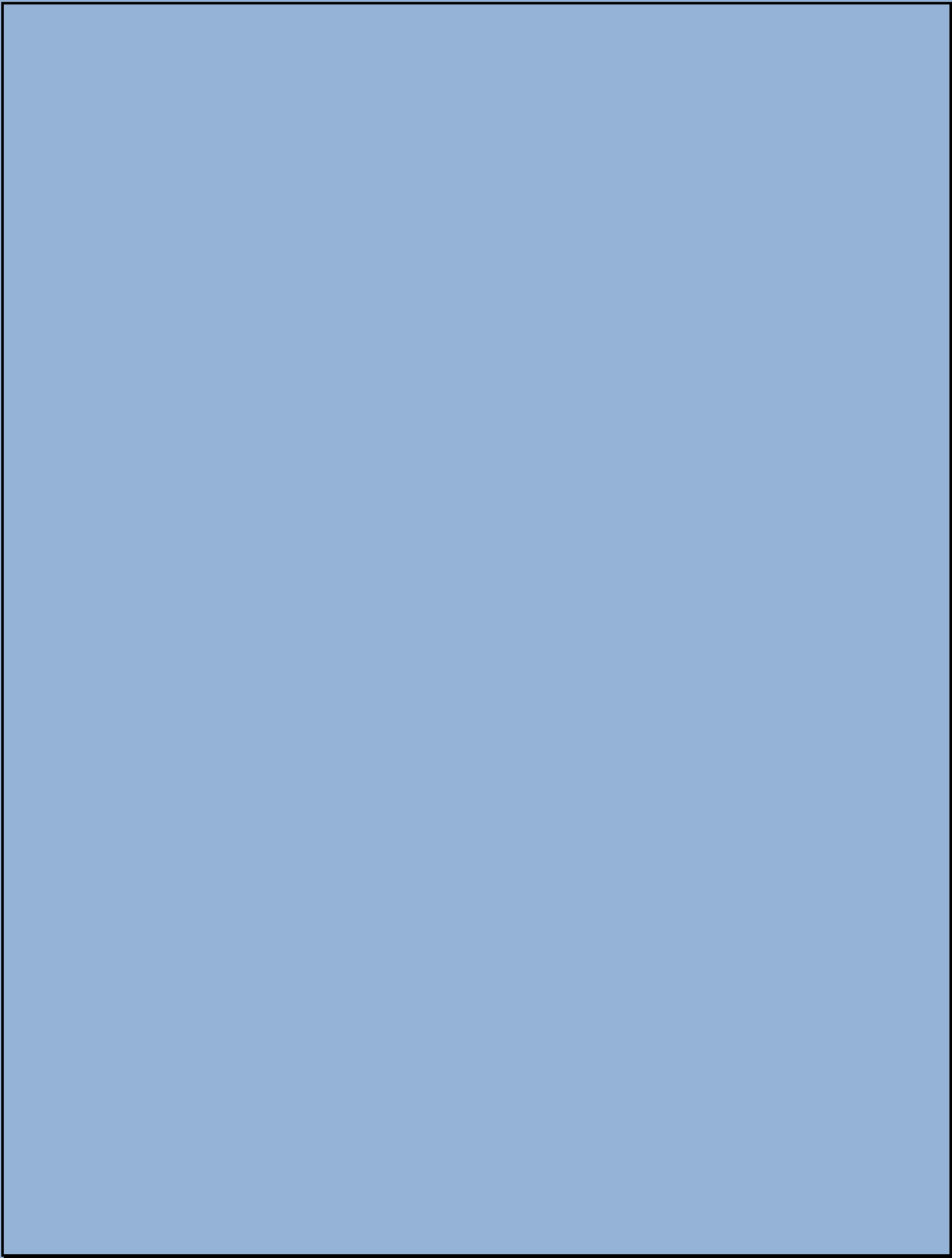
Pursuant to NCGS 143-318.11 (a) (3) to discuss a legal matter with the Town Attorney.

#### **Adjourn**



# Public Hearings









# Request for Town Council Action

**Agenda  
Item:** RZ-18-05  
**Date:** 06/05/18

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**Subject:** Zoning Map Amendment  
**Department:** Planning  
**Presented by:** Stephen Wensman, Planning Director  
**Presentation:** Public Hearing

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## Issue Statement

Landis Bullock is requesting approval of a zoning map amendment to rezone approximately 1.4 acres of land from the HI (Heavy Industrial) zoning district to B-3 (Highway Entrance Business) zoning district.

## Financial Impact

There will be no financial impact to the Town.

## Action Needed

To review the application for rezoning, hold a public hearing and make a decision to approve or deny the zoning map amendment.

## Recommendation

The Planning Department and Planning Board recommend approval of the zoning map amendment; and that the Town Council approve a consistency statement declaring the request to be consistent with the Town of Smithfield plans and policies and that the request is reasonable and in the public interest.

Approved: ☒ Town Manager ☐ Town Attorney

## Attachments:

1. Staff Report
2. Planning Application
3. Consistency Statement





# Staff Report

**Agenda RZ-18-  
Item: 05**

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<b>Application Number:</b>	RZ-18-05
<b>Project Name:</b>	Landis Bullock Rezoning
<b>TAX ID numbers:</b>	A portion of 15044023A
<b>Town Limits / ETJ:</b>	Town Limits
<b>Applicant:</b>	Landis Bullock
<b>Owners:</b>	Keener Lumber Co.,Inc.
<b>Agents:</b>	none
<b>Neighborhood Meeting:</b>	none

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**PROJECT LOCATION:** The property is located southwest side of West Market Street approximately 180 feet southwest of its intersection with Whitley Drive.

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**REQUEST:** The applicant is requesting to rezone approximately a 1.4 acre portion of a 2.91 acre tract of land from the HI (Heavy Industrial) zoning district to B-3 (Business) zoning district.

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## **SITE DATA:**

Total Acreage:	2.91 acres
Tax ID:	15044023A
NC Pin:	168412-97-0266
Present Zoning:	HI (Heavy Industrial)
Proposed Zoning:	B-3 (Highway Entrance Business)
Existing Use:	Storage
Proposed Use:	N/A
School Impacts:	NA
Fire District:	Town of Smithfield
Water and Sewer Provider:	Town of Smithfield
Electric Provider:	Duke-Progress Energy

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**ENVIRONMENTAL:** The property is not located within a floodplain and no delineated wetlands appear to exist on or near property considered for rezoning. There is a stream running through the property and located along the proposed zoning line. The North Carolina



Division of Water Quality has made a determination that this stream is a buffered stream requiring a fifty-foot riparian buffer.

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**ADJACENT ZONING AND LAND USES:**

	<b>Zoning</b>	<b>Existing Land Use</b>
<b>North:</b>	B-3 (Highway Entrance Business)	Hinson Printing Retail Center
<b>South:</b>	HI (Heavy Industrial)	Keener Lumber Company
<b>East:</b>	B-3 (Highway Entrance Business)	Home Master Termite & Pest Control
<b>West:</b>	B-3 (Highway Entrance Business)	Bullock Brothers Equipment

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**STAFF ANALYSIS AND COMMENTARY:**

The portion of property considered for rezoning has approximately 130 feet of road frontage on West Market Street. Town of Smithfield water and sewer services are available within the right-of-way of West Market Street. An existing 3,900 square foot open sided barn structure is located on the property.

Some of the permitted uses in the requested B-3 (Highway Entrance Business) zoning districts as identified by Article 6 of the Town of Smithfield Unified Development Ordinance include; convenience stores, automobile sales, hardware stores, and restaurants.

All future development proposals will require a subdivision or a recombination of land and be required to meet or exceed all minimum development standards of the Unified Development Ordinance to include parking, landscaping and buffer requirements.

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**CONSISTENCY STATEMENT (STAFF FINDINGS):**

- **Consistency with the Strategic Growth Management Plan**

The rezoning request is consistent with the Town of Smithfield Future Land Use Plan which has identified this property as being suitable for commercial endeavors.

- **Consistency with the Unified Development Code**

The rezoning request will be consistent with the Town of Smithfield Unified Development Ordinance as all proposed future land uses and site specific development



plans must meet the minimum development standards of the Town of Smithfield Unified Development Ordinance.

- **Compatibility with Surrounding Land Uses**

The property considered for a rezoning is located on the West Market Street entry corridor. The majority of land uses within this corridor are commercial in nature. Rezoning the property to a commercial zoning district will not create compatibilities issues with the adjacent land uses.

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**PLANNING DEPARTMENT RECOMMENDATION:**

The Planning Department recommends approval of the zoning map amendment; and recommend that the approval of 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.

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**PLANNING BOARD RECOMMENDATIONS:**

The Planning Board, at its May 3, 2018 meeting, unanimously voted to recommend approval of the rezoning of approximately 1.4 acres of land from HI (Heavy Industrial) zoning district to the B-3 (Highway Entrance Business) zoning district and adopted a statement declaring the rezoning is consistent with the town's plans and policies.

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**TOWN COUNCIL RECOMMENDED ACTION:**

The Town Council is respectfully requested to review the petition, hold a public hearing and approve or deny the rezoning of approximately 1.4 acres of land from the HI (Heavy Industrial) zoning district to B-3 (Highway Entrance Business) zoning district and to adopt a statement indicating how the rezoning is consistent or inconsistent with the town's plans and policies.



**THE TOWN OF SMITHFIELD  
UNIFIED DEVELOPMENT ORDINANCE  
ZONING MAP AMENDMENT CONSISTENCY STATEMENT  
BY THE SMITHFIELD TOWN COUNCIL  
RZ-18-05**

**Whereas** the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160A-383, is required to approve a statement describing how the action is consistent with the Town of Smithfield *Comprehensive Growth Management Plan*; and

**Whereas** the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160A-383, is required to provide a brief statement indicating how the action is reasonable and in the public interest.

**NOW THEREFORE, BE IT ADOPTED BY THE SMITHFIELD TOWN COUNCIL AS APPROPRIATE:**

**IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE IS ADOPTED,**

That the final action regarding zoning map amendment RZ-18-05 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

It is the objective of the Town of Smithfield Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment promotes this by offering fair and reasonable regulations for the citizens and business community of the Town of Smithfield as supported by the staff report and attachments provided to the Town Council and information provided at the public hearing. Therefore, the amendment is reasonable and in the public interest.

**IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE FAILS,**

That the final action regarding zoning map amendment RZ-18-05 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

It is the objective of the Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment does not promote this and therefore is neither reasonable nor in the public interest.





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

## REZONING APPLICATION

*Pursuant to Article 4, Section 4-1 of the Unified Development Ordinance, proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. Rezoning applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached) and the application fee. The application fee is \$300.00 for a rezoning to a Standard District.*

Name of Project: Landis Bullock Acreage of Property: 1.443  
Parcel ID Number: a portion of 15044023A Tax ID: a portion of 15044023A  
Deed Book: 824 Deed Page(s): 337  
Address: Keener Lumber Co., Hwy 70 West, Smithfield  
Location: Hwy 70 West, Smithfield; SEE ATTACHED MAPS

Existing Use: Storage lean-to Proposed Use: B-3 lot  
Existing Zoning District: Industrial  
Requested Zoning District B-3  
Is project within a Planned Development: ☐ Yes ☒ No  
Planned Development District (if applicable): N/A  
Is project within an Overlay District: ☐ Yes ☒ No  
Overlay District (if applicable): N/A

### FOR OFFICE USE ONLY

File Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Amount Paid: \_\_\_\_\_



## OWNER INFORMATION:

Name: Keener Lumber Co., Inc.

Mailing Address: PO Box 2323

Phone Number: (919) 934-1087

Fax: \_\_\_\_\_

Email Address: JRAF7@AOL.com

## APPLICANT INFORMATION:

Applicant: Landis Bullock

Mailing Address: 1201 Chestnut Drive, Smithfield, NC 27577

Phone Number: 919-965-7331

Fax: \_\_\_\_\_

Contact Person: Landis Bullock

Email Address: landis@bullockbrothers.com

## REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

*The following items must accompany a Conditional Use Permit application. This information is required to be present on all plans, except where otherwise noted:*

- ☐ A map with metes and bounds description of the property proposed for reclassification.
- ☐ A list of adjacent property owners.
- ☐ A statement of justification.
- ☒ Other applicable documentation: Maps

## STATEMENT OF JUSTIFICATION

*Please provide detailed information concerning all requests. Attach additional sheets if necessary.*

This 1.443 acres lot currently appears annexed to the much larger Keener Lumber tract on GIS, but not in the source deeds. Between this 1.443 acres and the other Keener Lumber property is a large ditch that supposedly drains the town park on the east side of Hwy 70. Actually, the water in the ditch is backup from the 4.626 acres pond behind this property to the west and owned by others. The 1.443 acres is separate from the remaining Keener Lumber property both by elevation, the ditch and the deeds. The highest and best use of the lot would be a commercial lot like the Jondis Inc./Bullock Brothers lot to its north. Furthermore, the ditch separates it from the Keener lot and makes it difficult to use in concert with that lot.

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## REQUIRED FINDINGS OF FACT

*Article 13, Section 13-17 of the Town of Smithfield Unified Development Ordinance requires applications for zoning map amendment to address the following findings. The burden of proof is on the applicant and failure to adequately address the findings may result in denial of the application. Please attach additional pages if necessary.*

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

This is a 135.35 front feet lot. In a B-3 district, the frontage requirement is only a 125 feet with 15 feet side set backs, so even if NCDEHHR decides the ditch should be buffered, there is about 70 feet for the front elevation of a building.

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2. *The zoning petition is compatible with established neighborhood patterns of the surrounding area:*

The adjacent Jondis Inc. lot to the north is B-3 commercial and a similar size and shape to the 1.443 acres. B-3 is the natural zoning pattern for this lot.

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

This is a growing commercial area at the entrance to the town, without current industrial use, though the Keener Lumber lot "planes" some lumber and has commercial storage.

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

The use is compatible with the highway business and would be a prime business lot rather than just a storage lot for a lumber company.

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5. *The request does not constitute "Spot Zoning":*

It is consistent with existing adjacent highway businesses.

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

The County Soil Map shows a 50 foot buffer for the ditch. Applicant believes this is a mistake, as the ditch only drains the small town park. However, in a B-3 zone, there would be enough front footage and the foundation could be located 51 feet into the property from the Keener lot line at the ditch, so that it was 51 feet from one line and 85 feet from the other, so the building could easily be within the 15 foot setback of B-3. Furthermore, 20 feet of the buffer could be used for fill or landscape to support the buffer.

7. *The availability of public services allows consideration of this rezoning request:*

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

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## 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 zoning map amendment. 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.*

W. Landis Bullock  
Print Name

W. Landis Bullock  
Signature of Applicant

3-21-2018  
Date





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

## OWNER'S CONSENT FORM

Name of Project: Landis Bullock

Submittal Date: \_\_\_\_\_

### OWNERS AUTHORIZATION

I hereby give CONSENT to Landis Bullock (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.

Ralph Stewart Ralph Stewart  
Signature of Owner Print Name

3-15-18  
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.

Ralph Stewart Ralph Stewart  
Signature of Owner/Applicant Print Name

3-15-18  
Date

### FOR OFFICE USE ONLY

File Number:

Date Received:

Parcel ID Number:



# 1300 Block of West Market Street



Project Name: Landis Bullock Rezoning

File Number: RZ-18-05

Existing Zoning: Heavy Industrial

Proposed Zoning: B-3 (Business)

Property Owner: Keener Lumber

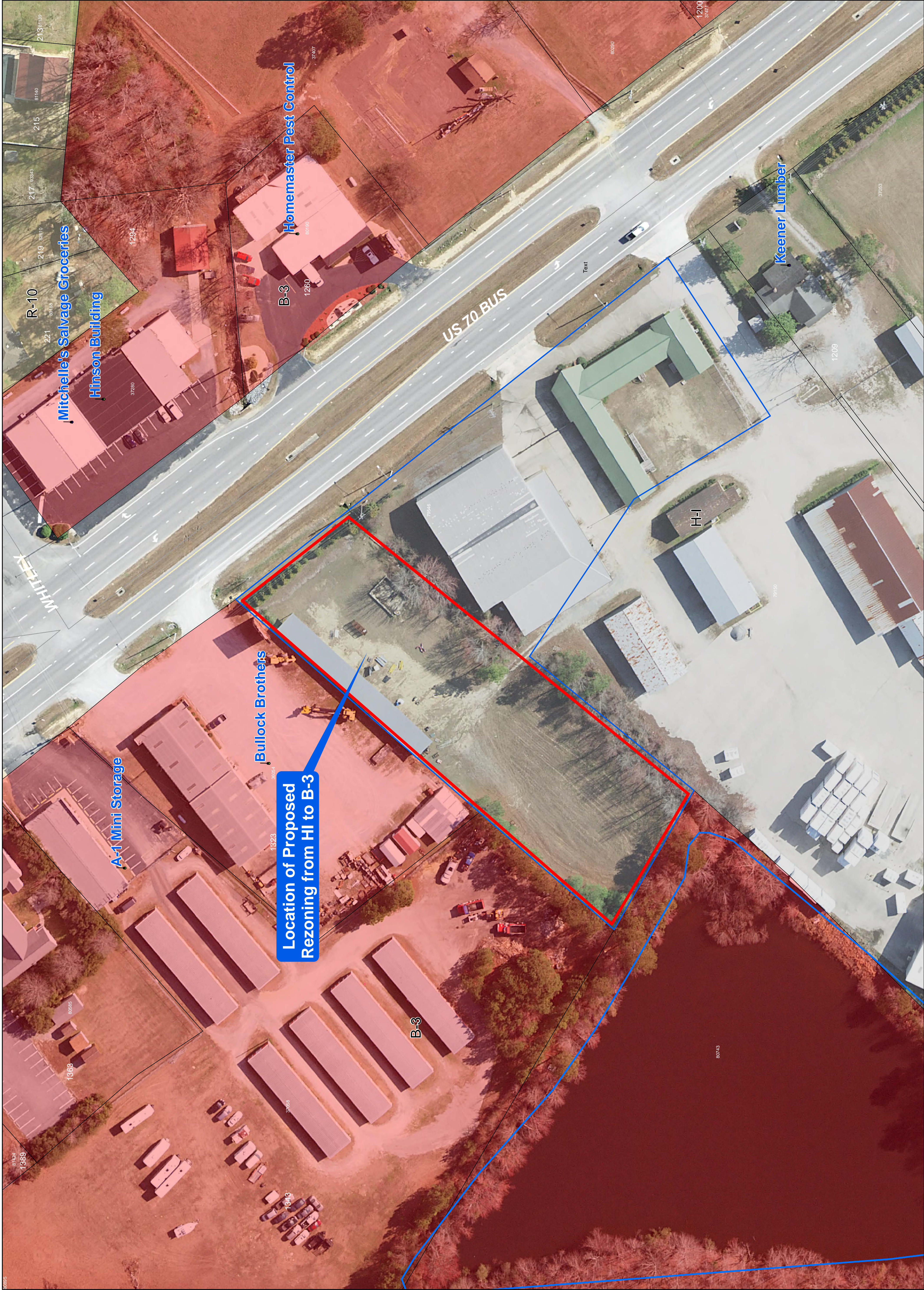
Applicant: Landis Bullock

Location: W. Market St.

Tax ID# A portion of 15044023A

Map created by the Mark E. Helmer, AICP Senior Planner, GIS Specialist on 4/23/2018

1 inch = 39 feet





TAX ID#	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15077023	168412-87-5386	STAFFORD, ROBERT L	1343 WEST MARKET STREET	SMITHFIELD	NC	27577-0000
15077023D	168412-86-6902	STAFFORD, ROBERT L	1343 WEST MARKET STREET	SMITHFIELD	NC	27577-0000
15077023C	168412-87-9338	BULLOCK, JOHN H JR	1323 W MARKET ST	SMITHFIELD	NC	27577-3340
15044023A	168412-97-0266	KEENER LUMBER CO INC	1209 W MARKET ST	SMITHFIELD	NC	27577-2323
15077027	168412-86-6453	KEENER LUMBER CO INC	1209 W MARKET ST	SMITHFIELD	NC	27577-2323



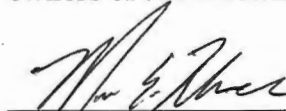


**PLANNING DEPARTMENT**

Mark E. Helmer, AICP, Senior Planner

**ADJOINING PROPERTY OWNERS CERTIFICATION**

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, RZ-18-05, were notified by First Class Mail on 5-18-18.

  
\_\_\_\_\_  
Signature

Johnston County, North Carolina

I, Julianne Edmonds, Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

16<sup>th</sup> day of May, 2018

  
\_\_\_\_\_  
Notary Public Signature

Julianne Edmonds  
\_\_\_\_\_  
Notary Public Name

My Commission expires on 1.15.2023







# Request for Town Council Action

**Agenda  
Item:** RZ-18-06  
**Date:** 06/05/2018

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**Subject:** Zoning Map Amendment  
**Department:** Planning  
**Presented by:** Stephen Wensman  
**Presentation:** Public Hearing

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## Issue Statement

Frank Lee is requesting approval of a zoning map amendment to rezone approximately 6.8 acres of land from R20A Residential-Agricultural to Planned Unit Development (PUD).

## Financial Impact

There will be no financial impact to the Town.

## Action Needed

To review the application for rezoning, hold a public hearing and make a decision to approve or deny.

## Recommendation

Planning Staff and the Planning Board recommend approval of the Zoning Map Amendment; and recommend that the Town Council approve a consistency statement declaring the request to be consistent with the Town of Smithfield Plans and Policies and that the request is reasonable and not in the public interest.

Approved: ☒ Town Manager ☐ Town Attorney

## Attachments:

1. Staff Report
2. Consistency Statement
3. Planning Application
4. Applicant's narrative
5. PUD Master Plan (Cover Sheet, Existing Cond., Site Plan, Grading Plan, Utilities Plan, Lighting Plan, Landscape Plan, and Architectural Examples Plan)





# Staff Report

Agenda Item: RZ-18-06

**Application Number:** RZ-18-06  
**Project Name:** Buffalo Road PUD Rezoning  
**TAX ID numbers:** 14075030G, 14075030F, 14075027 and 14075028  
**Town Limits / ETJ:** Town Limits  
**Applicant:** Frank Lee  
**Owners:** Mable Wallace Hamilton, Brian Thomas Grant and Todd Hamilton Grant  
**Agents:** Paul Embler, Landscape Architect  
**Neighborhood Meeting:** none

**PROJECT LOCATION:** The property is located approximately 160 feet southeast of the intersection of Buffalo Road and Booker Dairy Road.

**REQUEST:** The applicant is requesting to rezone approximately 6.80 acres of land from R20A Residential-Agricultural to Planned Unit Development (PUD).

## SITE DATA:

Total Acreage:	6.815 acres		
<i>Tax ID</i>	<i>NC Pin</i>	<i>Acreage</i>	
14075030G	169408-88-7663	2.26	
14075030F	169408-88-6292	2.78	
14075027	169408-88-4278	.892	
14075028	169408-88-4124	.883	
Present Zoning:	R20A Residential-Agricultural		
Proposed Zoning:	Planned Unit Development (PUD)		
Existing Use:	Residential/Agricultural		
Proposed Use:	Mixed Use- Residential and Commercial.		
School Impacts:	NA		
Parks and Recreation:	Adjacent to SRAC and park		
Fire District:	Town of Smithfield		
Water and Sewer Provider:	Town of Smithfield		
Electric Provider:	Town of Smithfield		

**ENVIRONMENTAL:** The property is not located within a floodplain and no delineated wetlands exist on or near property considered for rezoning.



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**ADJACENT ZONING AND LAND USES:**

	<b>Zoning</b>	<b>Existing Land Use</b>
<b>North:</b>	R20-A Residential-Agriculture District	Undeveloped (NCDoT prop.) and Single Family Residential
<b>South:</b>	O/I Office/Institutional District	Undeveloped and Single Family Residential
<b>East:</b>	O/I Office/Institutional District	Town Park Property
<b>West:</b>	R20-A Residential-Agriculture and O/I Office/Institutional Districts	Agriculture and the Johnston County Board of Education Office

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**STAFF ANALYSIS AND COMMENTARY:**

**Comprehensive Plan Guide- Commercial Service Node.** The Future Land Use Map guides this property and the surrounding properties as a Commercial Service Node. In the Comprehensive Growth Management Plan, a Commercial Service Node is envisioned as a mixed use - limited commercial focus area to service the neighborhood. The Town has no “mixed use district”, but does allow PUD zoning to allow for mixed use development (a form of conditional zoning). In order to ensure consistency with the Comprehensive Growth Management Plan, only a mixed use PUD rezoning with a master plan should be approved for these nodes.

The Growth Management Plan guides these Commercial Service Nodes as follows:

- Are intended to be buffered from surrounding areas by office/institutional/high density residential land uses. The exact size of the required buffer should be determined when the ultimate extent of the commercial node is known.
- Shall have Pedestrian connections developed between sites within.
- Shall be compatible in size and scale with surrounding development.
- Shall encourage shared vehicular access between adjacent commercial businesses.
- Shall have specific area development plans prepared prior to the initiation of development.

The proposed master plan appears to meet the requirements for a mixed use commercial service node. The master plan buffers the commercial with residential and the office institutional land uses are already in place. The uses appear to be of a neighborhood scale. Pedestrian connections are abundant in the plan. The private street will provide a shared internal access to all the lots and uses in the site.

**State Right-of-Way Dedication.** The master plan takes into consideration the future widening of Buffalo Road. The master plan shows an additional +/- 35 feet of right-of-way consistent with the width of the right-of-way at the Booker Dairy Road/Buffalo Road intersection. Actual right-of-way dedication will be determined with the future platting of the subdivision.



**Mixed Use.** The submitted master plan shows a mix of uses comprised of retail shops or offices with apartments above, residential apartments and a commercial convenience center with gas pumps, all consistent with the comprehensive plan guidance for the property. The commercial convenience center, labeled C, is around 63,00 square feet in area and includes convenience grocery/household retail, a carwash and fuel pumps with a canopy, and drive-thru food pickup. The 6 retail/office/2<sup>nd</sup> story apartments, labeled A are 2,200 square feet each on the ground floor. Access to the retail/office is off the private street and the apartments are accessed from stairs located in the rear of the structures by the parking lot. Within each building are three apartments for a total of 18 apartments. The 2 story - 3 apartment buildings, labeled B, are around 7200 sq. feet each and each contains a mix of 1, 2 and 3 bedroom units with a total of 24 apartments.

**Architecture.** No architectural plans have been provided, however Plan Sheet P1 shows images of the same structures found elsewhere.

**Subdivision Lots.** The master plan identifies three individual lots, one for the convenience commercial, one for the retail/offices with residential apartments above, and one for the apartments, and a shared private road. The commercial convenience center and the apartments have road frontage on Buffalo Road. The retail/office/second floor apartments have no frontage on a public road.

**Access-Private Street.** A shared private street connecting Booker Dairy Road and Buffalo Road will provide access to the subdivision lots and will provide internal circulation. The road connections to Booker Dairy and Buffalo Road will need NCDOT approval because they are both State roads. The private street will also cross a NCDOT owned property to the north of the development site. It is highly likely that both entrances to the development will be restricted to right-in, right-out. The UDO permits private streets as long as they comply with Article 10, Section 10.108.2, and meet NCDOT Standards for construction and maintenance. The private street will need to be owned and maintained by a homeowners' association.

**PUD Street Connectivity.** UDO Article 10, Section 10.108.19 requires PUDs to have a more enhanced street and pedestrian network. The master plan shows sidewalks along Buffalo Road, along the private street and along the parking lots, all connecting to the Town's Community Park. The master plan meets this requirement.

**Stormwater Management.** The master plan identifies three areas for stormwater management, one for each of the proposed lots, labeled F on the master plan. The locations of the BMPs appear to be in suitable locations for gravity flow, although the BMP in the northwest of the site may be too linear and narrow to function appropriately. No details have been provided.

**Parking.** There is adequate parking for the uses shown on the site plan. The site plan identifies on-street parking (private street) and parking lots with handicap parking stalls. The parking is as follows:

Required Stalls	Provided Stalls
-----------------	-----------------



Commercial Convenience	30	44
Mixed Use-Commercial/Office	67	75
Mixed Use - Residential	32	32
Multi-Family Residential	42	42
<b>Total</b>	<b>171</b>	<b>193</b>

**Tree Preservation.** There are a few trees on site around the existing residence and along the rear property line. No survey has been provided. Tree replacement if required will need to be addressed when the site develops

**Landscaping and Buffering.** The applicant has provided a schematic landscape plan that shows the locations of overstory trees, ornamental trees and shrubs. Although, no specific plant materials have been selected, the plans demonstrate that site can accommodate the required landscaping as designed and that the applicant intends to comply with the landscaping requirements.

**Site Lighting.** A schematic lighting plan has been provided. The lighting plan illustrates that the developer is planning a common lighting theme and will comply with the UDO.

**Site Grading.** The applicant has provided a schematic drainage plan indicating the high spots on the site and generally how the site will drain after development.

**Utilities.** The applicant has provided a schematic utility plan that illustrates the developer's general compliance with town requirements.

**Signs.** The master plan identifies locations for proposed ground signs, labeled L, for each proposed subdivision lot. Signs will most likely be a combination of ground signs and wall signs. A separate sign permit is required prior to installation of any signs.

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## **CONSISTENCY STATEMENT (STAFF FINDINGS):**

- **Consistency with the Strategic Growth Management Plan**

The rezoning will be consistent with the Town of Smithfield Strategic Growth Management Plan. The Plan calls for a commercial service node type development and the submitted master plan complies with this land use guidance.

- **Consistency with the Unified Development Code**

The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance as all proposed future land uses and site specific development plans must meet the minimum development standards of the Town of Smithfield Unified Development Ordinance.

- **Compatibility with Surrounding Land Uses**



The property considered for a rezoning is adjacent to a low density residentially zoned property to the north. A commercial property exists to the northeast of Booker Dairy Road which is physically disconnected from the proposed commercial site. Without the buffers and access control as guided by the Comprehensive Plan, there may be compatibility issues.

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**RECOMMENDATION:**

The Planning Department and Planning Board recommend approval of the Zoning Map Amendment; and recommend that the approval of 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.

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**TOWN COUNCIL RECOMMENDED ACTION:**

The Town Council is respectfully requested to review the petition, hold a public hearing and approve or deny the rezoning of approximately 6.8 acres from R20A Residential-Agricultural to Planned Unit Development and to adopt a statement indicating how the rezoning is consistent or inconsistent with the town's plans and policies.



**THE TOWN OF SMITHFIELD  
UNIFIED DEVELOPMENT ORDINANCE  
ZONING MAP AMENDMENT CONSISTENCY STATEMENT  
BY THE SMITHFIELD TOWN COUNCIL  
RZ-18-06**

**Whereas** the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160A-383, is required to approve a statement describing how the action is consistent with the Town of Smithfield *Comprehensive Growth Management Plan*; and

**Whereas** the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160A-383, is required to provide a brief statement indicating how the action is reasonable and in the public interest.

**NOW THEREFORE, BE IT ADOPTED BY THE SMITHFIELD TOWN COUNCIL AS APPROPRIATE:**

**IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE IS ADOPTED,**

That the final action regarding zoning map amendment RZ-18-06 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

It is the objective of the Town of Smithfield Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment promotes this by offering fair and reasonable regulations for the citizens and business community of the Town of Smithfield as supported by the staff report and attachments provided to the Town Council and information provided at the public hearing. Therefore, the amendment is reasonable and in the public interest.

**IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE FAILS,**

That the final action regarding zoning map amendment RZ-18-06 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

It is the objective of the Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment does not promote this and therefore is neither reasonable nor in the public interest.



**BUFFALO ROAD  
PLANNED UNIT DEVELOPMENT  
REZONING  
APRIL 6, 2018**

**APPLICANT**

W. FRANK LEE

**OWNERS**

MABLE WALLACE HAMILTON

BRIAN THOMAS GRANT

TODD HAMILTON GRANT

**NCPIN**

169408-88-7663, 169408-88-6292, 169408-88-4278

169408-88-4124





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

## REZONING APPLICATION

*Pursuant to Article 4, Section 4-1 of the Unified Development Ordinance, proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. Rezoning applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached) and the application fee. The application fee is \$300.00 for a rezoning to a Standard District.*

Name of Project: Buffalo Road PUD Rezoning Acreage of Property: 2.26 ac  
Parcel ID Number: 169408-88-7663 Tax ID: 14075030G  
Deed Book: 01360 Deed Page(s): 0057  
Address: 1418 Buffalo Road  
Location: Southeast quadrant of the intersection of Buffalo Road and Booker Dairy Road, approx. 300 feet south  
Existing Use: farmland Proposed Use: planned unit development  
Existing Zoning District: R-20A  
Requested Zoning District PUD  
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): \_\_\_\_\_

### FOR OFFICE USE ONLY

File Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Amount Paid: \_\_\_\_\_







## REQUIRED FINDINGS OF FACT

***Article 13, Section 13-17 of the Town of Smithfield Unified Development Ordinance requires applications for zoning map amendment to address the following findings. The burden of proof is on the applicant and failure to adequately address the findings may result in denial of the application. Please attach additional pages if necessary.***

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

See attachment B

2. *The zoning petition is compatible with established neighborhood patterns of the surrounding area:*

See attachment B

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

See attachment B

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

See attachment B

5. *The request does not constitute "Spot Zoning":*

see attachment B



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

See attachment B

**7. *The availability of public services allows consideration of this rezoning request:***

See attachment B

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

See attachment B



## 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 zoning map amendment. 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.*

**W. Frank Lee**

*Print Name*

  
*Signature of Applicant*

**4/2/18**

*Date*





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

## OWNER'S CONSENT FORM

Name of Project: Buffalo Road Rezoning

Submittal Date: 1/5/2018

### OWNERS AUTHORIZATION

I hereby give CONSENT to W. Frank Lee (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.

Mable Hamilton  
Signature of Owner

MABLE HAMILTON  
Print Name

1-3-2018  
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.

W. Frank Lee

\_\_\_\_\_  
Signature of Owner/Applicant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

### FOR OFFICE USE ONLY

File Number:

Date Received:

Parcel ID Number: 14075030G





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

## OWNER'S CONSENT FORM

Name of Project: Buffalo Road Rezoning

Submittal Date: 4/6/2018

### OWNERS AUTHORIZATION

I hereby give CONSENT to n/a (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.

<u>n/a</u>	<u>n/a</u>
<i>Signature of Owner</i>	<i>Print Name</i>
<i>Signature of Owner</i>	<i>Date</i>

### 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.

	<u>W. Frank Lee</u>	<u>4/2/2018</u>
<i>Signature of Owner/Applicant</i>	<i>Print Name</i>	<i>Date</i>

### FOR OFFICE USE ONLY

File Number:

Date Received:

Parcel ID Number:



# Attachment A

## Statement of Justification

### Buffalo Road Planned Unit Development (PUD) Rezoning

The planned unit development rezoning requests that four parcels of land located in the southeastern quadrant of the intersection of Buffalo Road and Booker Dairy Road be rezoned from R20-A residential/agricultural a Planned Unit Development (PUD). The four parcels of land total approximately 6.815 acres. Three of the parcels have no structures and in the recent past have been tended for agricultural purposes. The remaining parcel has a stick frame single family house with approximately 1300 to 1500 sf heated area. The house has not been unoccupied for a number of years and the condition of the house is unknown.

The Town's Comprehensive Land Use Plan adopted in 2003 designates the general area associated with the intersection of Buffalo Road and Booker Dairy Road as a Commercial Service Node. According to the Land Use plan the Node should contain uses and zoning that would support the development of commercial, office/institutional and high density residential developments. By rezoning to PUD the property can be developed as a mixed-use development as envisioned in the Comprehensive Land Use Plan. By the Town Council granting the rezoning request the Council will be fulfilling the planning put forth some 15 years ago in the Comprehensive Land Use Plan. A previous Council approved the rezoning of the northeast quadrant of the intersection of Buffalo and Booker Dairy Roads with the resulting development being the State Employees Credit Union. Other recent re-zonings in the area have resulted in the development of a doctor's office, a church and the Charter School. Additional development proposals that Town staff have already received include another medical office building, an assisted living facility and a residential development.

The Unified Development Ordinance calls for any PUD rezoning to provide a plan that shows how the property is to be development. The plan(s) submitted as part of the rezoning request show a mixed-use development of commercial, office and high density residential. The commercial use will be in two components...the first will be a stand-alone convenience center that will have dining (sit down/drive thru), limited grocery and household items, fuel sales and well as a convenience carwash, ....the second will be street level shops and offices (total of six buildings) offering neighborhood services. On the second floor above the shops and offices will be apartments that will be rear entry directly from the parking lot. A total of eighteen apartments are proposed above the shops (three per building). The final mixed-use component will be three multi-family apartment buildings that will have a total of eight apartments per building for a total of 24 units.

The existing rezoning and development that has already occurred can be directly attributed to the construction of Phase 1 Booker Dairy Road (the Durwood Stephenson Highway) and the 2003 Comprehensive Land Use Plan. Now the second phase of the Booker Dairy Road Extension (from the SECU to US 301 at Wal-Mart) will begin by NCDOT letting the bid in February 2018. The Town Council needs to continue working at the implementation of the Comprehensive Land Use Plan as additional properties are



rezoned, entitlements obtained and positioned for development. These new developments will need the Commercial Service Node, as proposed in the PUD rezoning, to provide those businesses and services that will support the office/institution and residential growth.

In addition, US 70 has been designated as Future Interstate 42, the only interchange that Smithfield will have on I-42 is Buffalo Road. NCDOT, in the recently adopted County Transportation Plan, designated Buffalo Road to be up graded to a four-lane roadway with a median. With the upgrading of Buffalo Road and the completion of Phase 2 Booker Dairy Road Extension the proposed Commercial Service Node needs to be put into play by the Town Council approving the rezoning request.



# Attachment B

## Finding of Fact

### Buffalo Road Planned Unit Development Rezoning

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

The rezoning to PUD if granted will bring the zoning and use into compliance with the Town of Smithfield Comprehensive Land Use Plan adopted in 2003 by enabling the establishment of a Commercial Service Node at the intersection of Booker Dairy Road and Buffalo Road via the PUD rezoning.

The proposed PUD will be constructed in accordance with the attached plan documents if approved by the Town. The development will be a mixed use of commercial, office and high density residential. All site development, will be in accordance with the approved PUD plans and the Town of Smithfield technical specifications. It is proposed that all streets, drives/parking, signs, landscaping and site amenities (mail center) within the PUD be privately held by the Property Owners Association (POA)

**The zoning petition is compatible with established neighborhood patterns of the surrounding area:**

Historically, the land use and zoning in the general vicinity of the Buffalo Road/Booker Dairy Road intersection has been residential/ agricultural with two exceptions, SSS High School and Smithfield Middle School. As rezoning petitions and development proposals have been submitted over the last 15 years planning staff used the Comprehensive Land Use Plan adopted in 2003 as a guide for establishing zoning and establishing uses. The office/institution use encompasses more area than originally envisioned due to the development of the Neuse Charter School (which started as a church school which grew dramatically) and the development of an office park adjacent to the charter school. The SECU by locating in the northeast quadrant of the intersection of Booker Dairy and Buffalo Road provided the initial commercial piece of development for the Commercial Service Node that is shown in the Comprehensive Land Use Plan. In general, it can be said that the PUD rezoning and the proposed establishment of land uses will be consistent with the Comprehensive Land Use Plan.

By granting the rezoning the Town Council will move to further establish the Comprehensive Land Use Plan by allowing another piece of the Commercial Service Node be developed via a mixed-use development. The rezoning will enforce and enhance the work started by prior Council by further supporting the establishment of the neighborhood pattern envisioned in 2003.



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

The neighborhood is obviously changing from primarily a residential/agriculture use to an office/institutional use (schools, churches, parks, and offices) with some commercial use (SECU). Since the existing predominate zoning is R20-A residential/agriculture, rezoning will be required in order to facilitate any continued development. R20-A zoning will not support any commercial, office/institution or high density residential development, therefore rezoning will be required for almost any changing neighborhood condition. The PUD rezoning allows the Town to approve the development plan as part and parcel to the rezoning, therefore the Town by approving will actually be able to insure, that the development is compatible with the changing neighborhood conditions.

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

The proposed PUD rezoning will be a benefit to the community by allowing commercial business and offices that can support the nearby homes, schools and businesses with services needed for maintaining the quality of life without having to travel a long distance. The residential component of the PUD rezoning will provide Smithfield with much needed quality multi-family housing. In addition, the PUD rezoning will allow for development that will create jobs, improve the infrastructure and build the tax base of the Town of Smithfield.

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

Planned Unit Development (PUD) zoning is a special zoning district and does not fall under the litmus test for spot zoning. However, there already exist adjacent zoning, B-3 Commercial, which does support businesses, offices and multi-family housing.

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

The existing zoning (R20-A) definitely restricts the development of the property for economic gain other than what can be realized from farming and light residential use. The R20-A zoning allows for almost no commercial activities except those normally associated with agriculture.

**The availability of public services allows consideration of this rezoning request:**

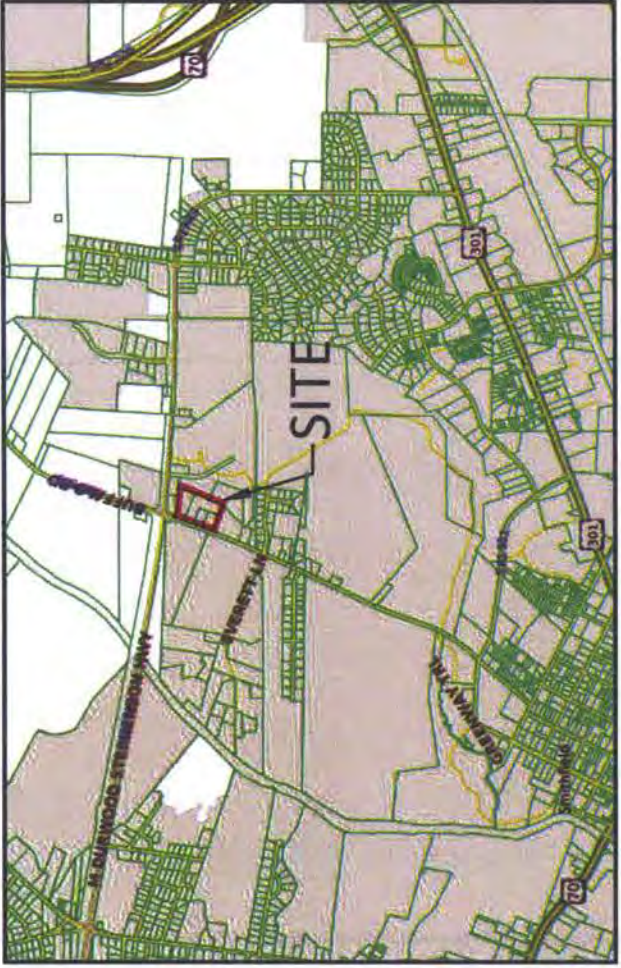
The parcels requesting for rezoning when developed will become Town of Smithfield electric, water and sewer customers. These existing utility lines are located in Buffalo Road and Booker Dairy Road rights of way. Telecommunications are provided by CenturyLink and Spectrum. Access to the property will be provided from Buffalo Road SR 1003 as well as Booker Dairy Road.



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

There are no known physical characteristics (rock outcrops, buffered streams, etc.) that would prohibit the development of the site under the present regulations. The primary limitation associated with the development of the properties is related to the existing zoning not physical or regulatory limitations.





VICINITY MAP  
NTS

# REZONING & PLANNING DOCUMENTS

FOR

# BUFFALO ROAD PLANNED UNIT DEVELOPMENT (PUD)

IN

# TOWN OF SMITHFIELD, NC

## APPLICANT

W. FRANK LEE  
P.O. BOX 148  
SMITHFIELD, NC 27577  
PHONE: 919-934-2700

## SHEET INDEX

SHEET TITLE	SHEET No.
EXISTING CONDITIONS.....	EC-1
SITE PLAN.....	SP-1
LANDUSE/CONSTRAINTS PLAN.....	LU-1
SCHEMATIC GRADING PLAN.....	GP-1
SCHEMATIC UTILITY PLAN.....	UP-1
SCHEMATIC LIGHTING PLAN.....	LP-1
SCHEMATIC LANDSCAPING PLAN.....	L-1
PROJECT EXAMPLES.....	P-1

TERRAEDEN LANDSCAPE & DESIGN, LLC

11 KENTWOOD DRIVE  
SMITHFIELD, NC 27577  
919-219-3410

pembler@embarqmail.com



APRIL 6, 2018



NOTE:  
1. THERE ARE NO WATERCOURSES, PONDS, FLOOD ZONES, WATER SUPPLY WATERSHED AREAS, OR RIPARIAN BUFFERS LOCATED ON SUBJECT PROPERTIES.  
2. THERE ARE NO KNOWN 404 WETLANDS ON SUBJECT PROPERTIES.



**SITE DATA:**

**PROPERTY OWNERS:**

Mable Wallace Hamilton  
Brian Thomas Grant  
Todd Hamilton Grant

**PARCEL IDENTIFICATION NUMBERS:**

169408-88-7663 2.26 AC  
169408-88-6292 2.78 AC  
169408-88-4278 .892 AC  
169408-88-4124 .883 AC  
TOTAL 6.815 AC

**BOOK AND PAGE REFERENCE:**

Book 01360 Page 0057  
Book 02058 Page 0614  
Book 02057 Page 0614  
Book 02058 Page 0614

**EXISTING ZONING:**

R-20A RESIDENTIAL/AGRICULTURAL

**PROPOSED ZONING:**

PLANNED UNIT DEVELOPMENT (PUD)

**PROPOSED LAND USES:**

COMMERCIAL (THREE BUILDINGS; CONVENIENCE CENTER, GAS PUMPS, AND CARWASH)  
MIXED USE (SIX BUILDINGS, WITH UP TO 18 GROUND FLOOR COMMERCIAL/OFFICE UNITS, SECOND AND THIRD FLOORS ARE PROPOSED FOR 18 RESIDENTIAL UNITS)  
MULTI-FAMILY HOUSING (THREE BUILDINGS, WITH 8 UNITS PER BUILDING, MIX OF ONE, TWO AND THREE BEDROOM UNITS)

**ACREAGE BY PROPOSED LAND USE:**

PROPOSED COMMERCIAL 1.8138 AC (26.6%)  
PROPOSED MIXED-USE 1.8922 AC (27.6%)  
PROPOSED MULTI-FAMILY 1.9694 AC (28.9%)  
PROPOSED STREET R/W 0.6821 AC (10%)  
NCDOT R/W RESERVATION 0.5573 AC (8.2%)  
TOTAL AREA 6.815 AC (100%)

NOTE: THE CALCULATIONS DO NOT INCLUDE THE ACREAGE OF THE PROPOSED ROAD EXTENSION TO BOOKER DAIRY ROAD, SINCE THE PROPERTY IS OWNED BY NCDOT AND IS CONSIDERED RIGHT OF WAY.

**ACREAGE BY PROPOSED DEVELOPMENT AREA:**

**IMPERVIOUS AREA**  
STRUCTURES 0.6501 AC (9.5%)  
STREETS/SIDEWALKS 0.6821 AC (10%)  
DRIVES/PARKING 1.9611 AC (28.9%)  
WALLS 0.4306 AC (6.3%)  
TOTAL 3.7239 AC (54.7%)

**AREA OF STORM WATER MANAGEMENT FACILITIES**  
TOTAL OF THREE FACILITIES 0.1882 AC (2.7%)

**AREA OF NCDOT RIGHT OF WAY RESERVATION**  
BUFFALO ROAD 0.4575 AC (6.7%)

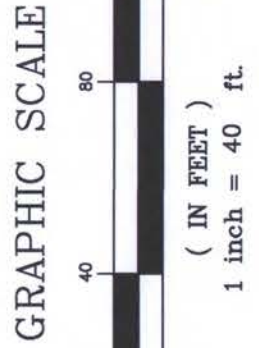
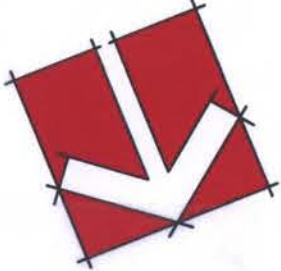
**PERVIOUS AREA**  
GRASS/LANDSCAPING 2.4454 AC (35.9%)  
TOTAL 6.815 AC (100%)

**SETBACK AND BUFFERS:**

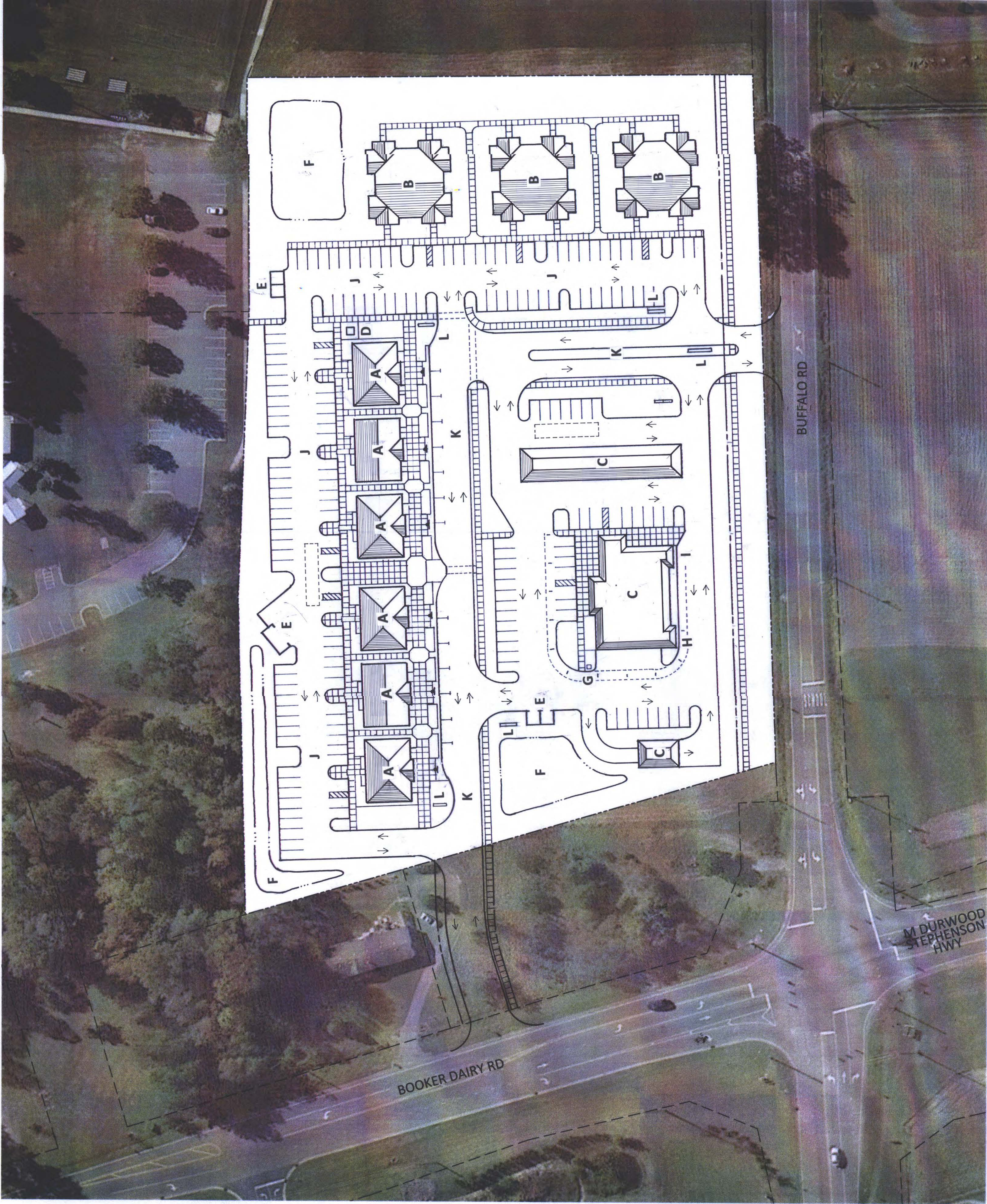
SEE THE LAND USE AND CONSTRAINTS PLAN FOR PROPOSED SETBACKS AND BUFFERS:

**PARKING REQUIREMENTS:**

USE	REQ'D	PROV'D
MIXED USE	67 SPACES	75 SPACES
COMM./OFFICE	32 SPACES	32 SPACES
RESIDENTIAL		
MULTI-FAMILY HOUSING	42 SPACES	42 SPACES
COMMERCIAL	30 SPACES	44 SPACES
TOTAL	171 SPACES	193 SPACES







# LEGEND

- A MIXED-USE DEVELOPMENT
  - 18 SHOPS AND/OR OFFICES
  - 18 APARTMENTS ABOVE SHOPS
- B MULTI-FAMILY RESIDENTIAL
  - 24 APARTMENTS (MIX OF 1,2 & 3 BEDROOMS)
- C COMMERCIAL CONVENIENCE CENTER
  - DINE IN/DRIVE THRU FOOD
  - LIMITED GROCERY/HOUSEHOLD
  - FUEL PUMPS
  - CONVENIENCE CARWASH
- D POSTAL BOXES
- E TRASH CORRAL
- F STORM WATER MANAGEMENT FACILITY
- G DRIVE THRU ORDER STATION
- H DRIVE THRU PAY WINDOW
- I DRIVE THRU PICK-UP WINDOW
- J COMMON PARKING AREA
- K PRIVATE STREET
- L SIGN

## NOTES:

- There are no known watercourses, ponds, flood zones, water supply watershed areas or riparian buffers located on the property.
- There are a few existing deciduous trees that are 8" or larger in the vicinity of the abandon house located on the property. All of the trees adjacent to the house will need to be removed for the construction of the multi-family housing. There is a narrow strip of trees located in the northeast corner of the property adjacent to the property line with the Community Park. The trees in the strip are a mix of sweet gum, maple, tulip popular and loblolly pine. All of these trees will need to be removed in order to construct the storm water management facility and landscape buffer located to the rear of the mixed-use development.
- All roads, drives, walks, parking and storm drainage will be constructed in accordance with the Town of Smithfield Standard Detail and Specifications Manual (9/1/2008).
- Roads, drives and parking are proposed to be constructed of asphalt pavement with a crushed aggregate base. Curb and gutter sidewalks, walks, and miscellaneous paved areas will be constructed utilizing 3000 psi concrete. All construction will be in accordance with the Town of Smithfield Standard Detail and Specifications Manual (9/1/2008).
- The entrances to the property from Buffalo Road and Booker Dairy road will be constructed to NCDOT standards. Final design configuration will be determined by NCDOT at the time of permitting the drive way and the encroachments.
- The property when developed will become a Town of Smithfield water, sewer and electrical customer. The sewer will connect to the County sewer line in Buffalo Road. Therefore, in addition to obtaining approval of the sewer design from the Town of Smithfield it will also require approval from the Johnston County Department of Public Utilities and the State of North Carolina. The water line will require approval from the Town of Smithfield and the State of North Carolina. The electrical distribution will be designed and installed by the Town of Smithfield. All water and sewer will be constructed in accordance with the Town of Smithfield Standard Detail and Specifications Manual (9/1/2008).
- Telecommunication, internet and cable services are provided by CenturyLink and Spectrum. All extensions of the respective services will be coordinated with the individual providers.
- The loop road with its associated walks, street lights, area lighting, signage and landscaping will be common to the Commercial, Mixed-Use and Multi-family developments. The Mixed Use and the Multi-family development will have common walks, drives, parking, trash corrals, signage, storm water management facilities, signage and landscaping.
- There are no planned recreational areas. Fee in lieu of recreational facilities is proposed due to the close proximity of the Town of Smithfield Community Park.
- Two development (subdivision) signs are proposed, one adjacent to Buffalo Road and the other adjacent to the proposed drive to Booker Dairy Road. Two signs identifying the multi-family housing are proposed, one at each entrance to the multi-family parking. In addition, six pole signs are proposed to be attached to the ornamental street lights located in front of each mixed-use building. All signs will meet the dimensional requirements in Article 10, Part III.
- Refuse disposal will be by private contractor via three trash corrals located generally to the rear of each of the various building groups.
- Street and area lighting will be constructed in accordance with Area Lighting Article 10, Part IV, landscaping will be in accordance with Landscape Requirements Article 10, Part II, signs will be in accordance with the Sign Regulations Article 10, Part III (except for signs mounted on street light poles in the mixed use development) and storm water facilities will be constructed in accordance with Storm Water Management Article 10, Part VI of the Unified Development Ordinance.



GRAPHIC SCALE



1 inch = 40 ft

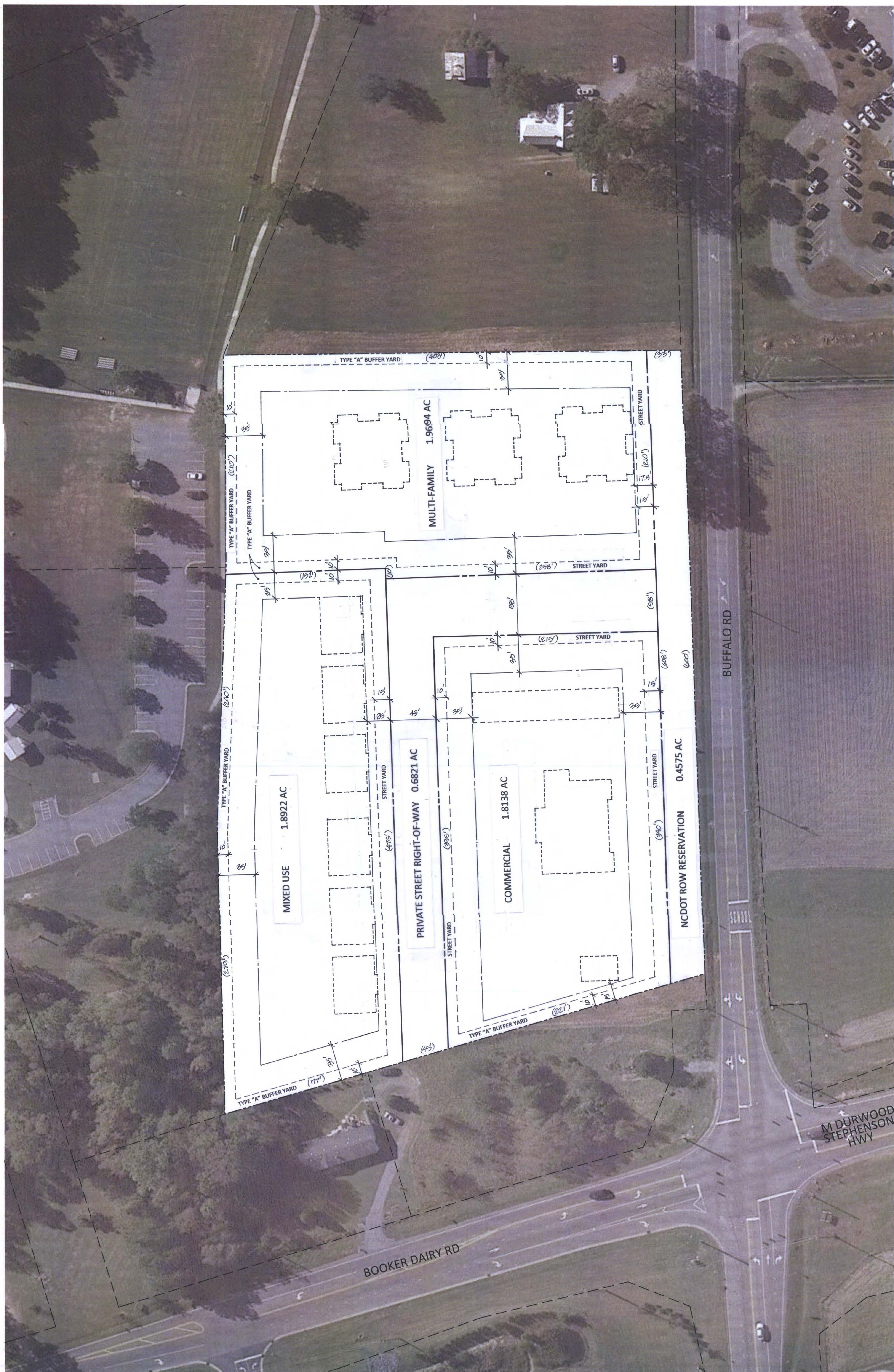
BUFFALO ROAD PUD  
APPLICANT: W. FRANK LEE  
PO BOX 148  
SMITHFIELD, NORTH CAROLINA 27577

TERRAEDEN LANDSCAPE & DESIGN, LLC  
11 KENTWOOD DRIVE  
SMITHFIELD, NC 27577  
919-219-3410

SITE PLAN

DESIGN: PE  
DRAWN: KCB  
CHECKED: [blank]  
HORIZONTAL SCALE: [blank]  
VERTICAL SCALE: [blank]  
SEE: [blank]  
DATE: 4/6/2018  
JOB NO.: [blank]  
SHEET: SP-1













EXAMPLE OF CONVENIENCE CENTER



EXAMPLE OF MIXED-USE



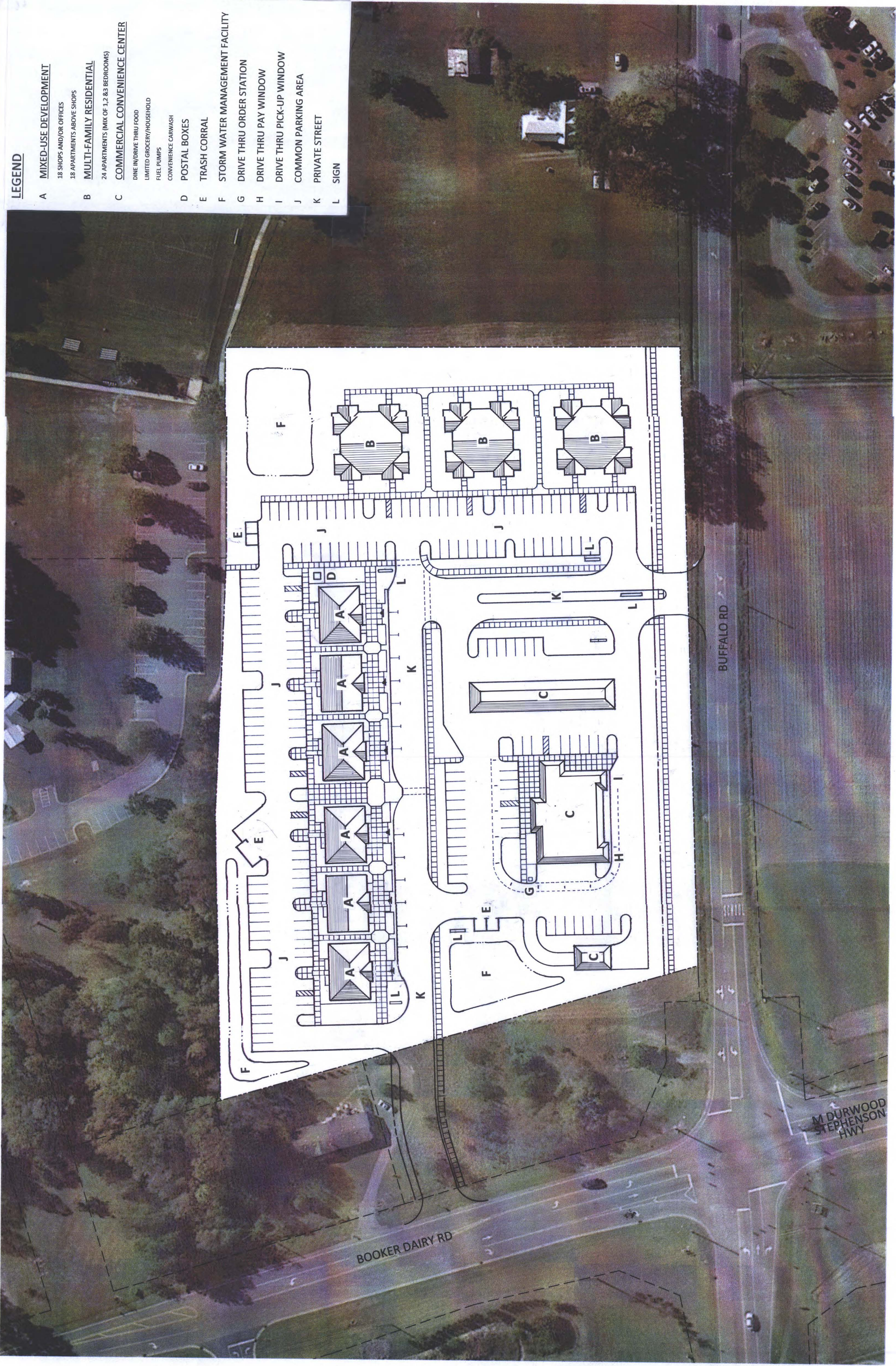
EXAMPLE OF MULTI-FAMILY





LEGEND

- A MIXED-USE DEVELOPMENT  
18 SHOPS AND/OR OFFICES  
18 APARTMENTS ABOVE SHOPS
- B MULTI-FAMILY RESIDENTIAL  
24 APARTMENTS (MIX OF 1,2 & 3 BEDROOMS)
- C COMMERCIAL CONVENIENCE CENTER  
DINE IN/DRIVE THRU FOOD  
LIMITED GROCERY/HOUSEHOLD  
FUEL PUMPS  
CONVENIENCE CARWASH
- D POSTAL BOXES
- E TRASH CORRAL
- F STORM WATER MANAGEMENT FACILITY
- G DRIVE THRU ORDER STATION
- H DRIVE THRU PAY WINDOW
- I DRIVE THRU PICK-UP WINDOW
- J COMMON PARKING AREA
- K PRIVATE STREET
- L SIGN



GRAPHIC SCALE



REVISIONS:

TERRAEDEN LANDSCAPE & DESIGN, LLC

11 KENTWOOD DRIVE  
SMITHFIELD, NC 27577  
919-219-3410

BUFFALO ROAD PUD  
APPLICANT: W. FRANK LEE  
PO BOX 148  
SMITHFIELD, NORTH CAROLINA 27577

SITE PLAN

DESIGN	PE
DRAWN	CSB
CHECKED	PE
HORIZONTAL SCALE	AS SHOWN
VERTICAL SCALE	N/A
DATE	01/19/2018
JOB NO.	
SHEET	41



# 1600 Block of Buffalo Road



Project Name: Buffalo Road Rezoning

File Number: RZ-18-06

Existing Zoning: R-20A (Residential - Agricultural)

Proposed Zoning: PUD (Planned Unit Development)

Property Owner: Mable Wallace Hamilton

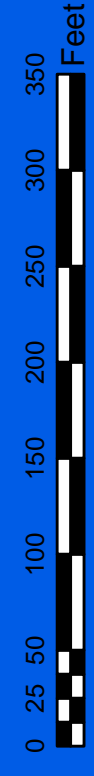
Applicant: W. Frank Lee

Location: Buffalo Road

Tax ID# 14075030G, 14075030F, 14075027, 14075028

Map created by the Mark E. Helmer, AICP Senior Planner, GIS Specialist on 4/23/2018

1 inch = 100 feet





TAX ID#	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
14075030A	169408-87-7853	TOWN OF SMITHFIELD	PO Box 761	SMITHFIELD	NC	27577-0000
14075030D	169408-98-0749	WOLF, MARK	404 E BOOKER DAIRY RD	SMITHFIELD	NC	27577-0000
14075030	169408-87-3845	TOWN OF SMITHFIELD	PO Box 761	SMITHFIELD	NC	27577-0000
14075030B	169408-88-7822	NC DEPT OF TRANSPORTATION	2416 BEDGOOD DRIVE	WILSON	NC	27893-0000
14075028	169408-88-4124	GRANT, BRIAN THOMAS	104 MEADOW LAKE CR	JARVISBURG	NC	27947-0000
14075027	169408-88-4278	GRANT, BRIAN THOMAS	104 MEADOW LAKE CR	JARVISBURG	NC	27947-0000
14075030F	169408-88-6292	GRANT, BRIAN THOMAS	104 MEADOW LAKE CR	JARVISBURG	NC	27947-0000
14075030G	169408-88-7663	HAMILTON, MABLE WALLACE	1418 BUFFALO ROAD	SMITHFIELD	NC	27577-0000
14075030E	169408-98-6035	TOWN OF SMITHFIELD	PO Box 761	SMITHFIELD	NC	27577-0000

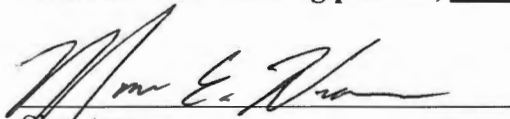




**PLANNING DEPARTMENT**  
Mark E. Helmer, AICP, Senior Planner

**ADJOINING PROPERTY OWNERS CERTIFICATION**

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, RZ-18-06, were notified by First Class Mail on 5-18-18.

  
Signature

Johnston County, North Carolina

I, Julianne Edmonds, Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

16<sup>th</sup> day of May, 2018

  
Notary Public Signature

Julianne Edmonds  
Notary Public Name



Commission expires on 1-15-2023





# Request for Town Council Action

**Agenda  
Item:** SUP-18-06  
**Date:** 06/05/2018

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**Subject:** Special Use Permit  
**Department:** Planning Department  
**Presented by:** Stephen Wensman, Planning Director  
**Presentation:** Public Hearing

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## Issue Statement

Leonard D. Spruill is requesting a special use permit to allow for a church / place of worship on property located within an R-6 (Residential) zoning district. The property considered for approval is located at the southwest side of the intersection of Blount Street and East Lee Street.

## Financial Impact

None

## Action Needed

The Town Council is respectfully being requested to review the request, hold a public hearing, and make a decision with findings of fact in support of the decision.

## Recommendation

Staff is recommending approval of SUP-18-06 with the condition that complete site plan is submitted that includes a landscape plan, stormwater plan, grading plan, utility plan, and lighting plan and building elevations in accordance with the Town of Smithfield Unified Development Ordinance.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff report
2. Findings of Fact
3. Site Plan
4. Application





# Staff Report

**Agenda Item:** SUP-18-06  
**Date:** 6/5/18

**Application Number:** SUP-18-06  
**Project:** Faith Miracle Ministry Church of Christ for All People  
**Parcel ID number:** 163307-57-3947  
**Town Limits/ETJ:** Town Limits  
**Applicant:** Leonard D. Spruill  
**Owners:** Same  
**Engineer:** BRL Engineering & Surveying

**PROJECT LOCATION:** The property considered for approval is located on the west side of the intersection of Blount Street and East Lee Street.

**REQUEST:** The applicant is requested a special use permit to operate a place of worship on a 1.87 acre tract of land located within an R-6 (Residential) zoning district.

## SITE DATA:

Acreage: 1.87 acres  
Present Zoning: R-6 (Residential)  
Proposed Zoning: N/A  
Existing Use: Vacant / Undeveloped  
Access: Two driveway curb cuts accessing Blount Street

**ENVIRONMENTAL:** As of June 20, 2018, the majority of the subject property will no longer be classified as being within a 100 year floodplain. Only a small area near the northern most property line will remain classified as a flood prone area subject to the Town of Smithfield Flood Damage Prevention Ordinance. The project is not proposing any land disturbing activity in this area.

## ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	CSX Railway	Active Railway
South	R-6 (Residential)	Undeveloped
East	R-6 (Residential)	Undeveloped
West	CSX Railway	Active Railway



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## **STAFF ANALYSIS AND COMMENTARY:**

The applicant is requesting a special use permit for a Church / Place of Worship on property located within an R-6 (Residential) zoning district. In accordance with Town of Smithfield Unified Development Ordinance (UDO) Article 6, Section 6.5 Table of Uses and Activities, Churches / Place of Worship are permitted uses within the R-6 (Residential) zoning district with a valid special use permit issued by Town Council. The UDO provides only general development standards and does not provide any additional supplemental performance standards required for churches located in residential zoning districts.

**General Site.** A sketch plan prepared by BLR Engineering and Surveying indicates a 4,240 square foot structure on approximately 1.879 acres of property. Building setbacks of the R-6 (Residential) zoning district setbacks are shown to be met. Maximum building heights within residential zoning districts are limited to 40 feet. However, church steeples are exempt from this maximum building height limitation. No architectural details or building elevations documenting building height are provided at this time.

**Utilities.** The property has access to a six inch water main located within the right-of-way of Blount Street and an eight inch gravity sewer main located within the Town of Smithfield utility easement located within CSX railroad right-of-way. Town of Smithfield electric service is available within the right-of-way of Blount Street. A detailed utility plan is not provided at this time.

**Stormwater.** The sketch plan indicates approximately 35,800 square feet of proposed impervious surfaces. Since more than ½ acre of impervious is being added, stormwater attenuation will be required. A nitrogen buy down option will be available to the project providing the nitrogen loading does not exceed 10 pounds per acre. The sketch plan indicates a proposed stormwater detention facility to be located behind the sanctuary and adjacent to the CSX railway. Engineered stormwater calculations are not provided at this time.

**Landscaping.** The sketch plan indicates areas reserved for required landscaping to include a 20 foot type B landscape buffer adjacent to the residential zoned property to the south. A standard 15 foot street yard is proposed adjacent to Blount Street. Standard five foot transition yards are provided between the proposed project and CSX railway. Foundation plantings will be required adjacent to the church sanctuary. A detailed landscape plan documenting the species, size at planting and location of all plant material will be required prior to final site plan approval.

**Parking and Access.** Fifty-two standard parking spaces are shown on the sketch plan. Minimum parking requirements are based on one space per three seats in the main sanctuary. The maximum seating capacity of the sanctuary shall not exceed 156 without providing additional on-site parking. Standard 24 foot drive isles are proposed as well as two 24 foot driveways on Blount Street. Standard driveway curb radii and sidewalks



adjacent to Blount Street are required. Abandoned driveway curb cuts are required to be replaced. The proposed driveways are setback approximately 150 feet from the intersection of East Lee Street and approximately 500 feet from CSX railway crossing. The proposed church facility is oriented on the perimeter of Sandy Run with safe access to South Brightleaf Boulevard. Close proximity to South Brightleaf Boulevard will serve to reduce the need for visiting traffic to access the site from within the neighborhoods while remaining convenient to the residents of Sandy Run and Belmont.

**Dumpster Enclosure.** A dumpster enclosure is proposed in the rear of the site. Adequate access to this dumpster enclosure is provided from Blount Street. Standard details and screening is not shown on the sketch plan.

**Signs.** The project will qualify for one wall sign and one monument sign on the side facing Blount Street. All new signs for the proposed church will require a separate sign permit issued by the Planning Department. No signs are proposed at this time.

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#### **DRAFT FINDINGS OF FACT:**

The Town Council is required to evaluate the special use permit request and should determine whether the use will meet each of the findings of fact. Staff findings are shown in *italics and bold below*:

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 car sales operation will have no impact to health, safety or welfare. *The proposed church at this location will have minimal negative impacts on the surrounding properties given the size and intensity of the land use.*
2. The special use will be in harmony with the existing development and uses within the area in which it is to be located. *The use will be in harmony with and support the adjacent residential uses and community.*
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 use will have no impact on the development of residential uses in the district or adjacent to the site.*
4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided. *There will be no changes that impact utilities, access drainage and there is adequate parking area to accommodate the use.*
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. *The use will have no additional impact on adjacent streets.*



6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. *The special use will conform to all applicable regulations with a valid permit.*

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. *Access to the site will conform to Town of Smithfield published standards.*

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

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#### **RECOMMENDED CONDITIONS OF APPROVAL:**

The Planning Department recommends the following condition of approval:

1. Applicant submits a complete landscape plan, stormwater plan, lighting plan, utility plan, grading plan and building elevations that meets all requirements of the UDO.
- 

#### **TOWN COUNCIL ACTION REQUESTED:**

The Town Council is respectfully requested to review the request, hold a public hearing, and make a decision with findings of fact in support of the decision.



**Town of Smithfield**  
**Special Use Permit Application**  
**Finding of Fact / Approval Criteria**

**Application Number:** SUP-18-06    **Name:** Faith Miracle Ministry Church of Christ for All People

**Request:** Applicant seeks a special use permit to operate a church / place of worship on the property.

In approving an application for a special use permit in accordance with the principles, conditions, safeguards, and procedures specified herein, the Town Council may impose reasonable and appropriate conditions and safeguards upon the approval. The petitioner will have a reasonable opportunity to consider and respond to any additional requirements prior to approval or denial by the Town Council. The Town Council shall include in its comments a statement as to the consistency of the application with the Town's currently adopted Comprehensive Plan. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which the below 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.
2. The special use will be in harmony with the existing development and uses within the area in which it is to be located.
3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.
7. Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.
8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.



Once all findings have been decided one of the two following motions must be made:

**Motion to Approve:** *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Special Use Permit Application # SUP-18-06 with the following conditions:*

1. Applicant must submit a complete landscape plan, stormwater plan, lighting plan, utility plan, grading plan, and building elevations that meets all requirements of the UDO.

**Motion to Deny:** *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application # SUP-18-06 for the following stated reason:*

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**Record of Decision:**

Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-18-06 is hereby:

\_\_\_\_\_ approved upon acceptance and conformity with the following conditions:

2. Applicant must submit a complete landscape plan, stormwater plan, lighting plan, utility plan, grading plan, and building elevations that meets all requirements of the UDO.

\_\_\_\_\_ denied for the noted reasons.

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Decision made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ while in regular session.

\_\_\_\_\_  
M. Andy Moore, Mayor

ATTEST:

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





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: Church Site Plan for Faith Miracle Ministry Acreage of Property: 1.879 Ac. (clear of R/W)  
Parcel ID Number: 163307-57-3947 Tax ID: 4767744  
Deed Book: 4922 Deed Page(s): 800  
Address: \_\_\_\_\_  
Location: On Blount Street on the West side of the intersection of Blount Street and Lee Street.

Existing Use: Vacant - Undeveloped Proposed Use: Church - Place of Worship  
Existing Zoning District: R-6

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): \_\_\_\_\_

### FOR OFFICE USE ONLY

File Number: SUP-18-06 Date Submitted: 4/24/18 Date Received: 4/24/18 Amount Paid: 300.<sup>00</sup>



### OWNER INFORMATION:

**Name:** Leonard D. Spruill and Imogene E. Spruill

**Mailing Address:** 518 West Jones Avenue, Selma NC 27576

**Phone Number:** 919 631-9372

**Fax:**

**Email Address:** pastorspruill43@gmail.com

### APPLICANT INFORMATION:

**Applicant:** Faith Miracle Ministry Church of Christ for All People

**Mailing Address:** 518 West Jones Avenue, Selma NC 27576

**Phone Number:** 919 631-9372

**Fax:**

**Contact Person:** Leonard Spruill

**Email Address:** pastorspruill43@gmail.com

### STATEMENT OF JUSTIFICATION

*Please provide detailed information concerning all requests. Attach additional sheets if necessary.*

Applicant desires to construct a church building in the higher density residentially-zoned R-6 District. The site is bordered by existing residential homes at the side and across the front street, and bordered by the existing railroad at the rear. The proposed church use is allowed under the current zoning with a required Special Use Permit. The proposed church use is also expected to meet a local demand by providing faith-based services to the community. Because of the church's focus on faith services and general welfare of the community, this use is anticipated to be in harmony and character of the surrounding residential area by providing its services within walking distance of nearby patrons. The design and layout of the site is required to meet all Town requirements, and any other applicable agency requirements. This includes site, zoning, utility, and storm water requirements of the Town and other potential agency requirements (such as Erosion Control) when required. All public road access will be directly onto the adjacent Town Street System.



## 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 proposed use provides a faith-based service for the community and will be operated with a goal to serve and minister to the community. Therefore its operation will not present any detriment or danger to the general public.
- 2) The special use will be in harmony with the existing development and uses within the area in which it is to be located.  
As stated, the proposed use provides a faith-based service that will serve and minister to the needs of the community. Furthermore, its location provides a convenience to the nearby residences that is in harmony and character with the area.
- 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.  
Construction of the associated facilities occurs completely within the current property boundary and adjacent right-of-way and would not affect nor impede surrounding development. See Item 5) below for proposed driveways.
- 4) Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.  
The site plan indicates a proposed preliminary layout for buildings, access, parking, storm water management and other design elements. Public water and sewer is available at the site and will be tied to adjacent public mains. Final water, sewer, and storm water will be addressed during final site plan approval through the Town.
- 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.  
The proposed dual access drives to Blount Street provides for two-way access at each drive. The use itself will introduce only intermittent (non-routine) traffic onto an existing low-volume Town street. Traffic congestion or special traffic measures are not anticipated.
- 6) The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.  
The proposed plan requires final approval and permitting from the Town at a minimum. Other approvals (ie. Erosion Control, or other State/Federal approvals) will be obtained as required, prior to construction.
- 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.  
In preliminary discussions with Town staff, nothing has been brought to the Applicant's attention regarding special public access recommendations. Applicant believes the proposed plan conforms to any public access recommendations 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.  
In preliminary discussions with Town staff, nothing has been brought to the Applicant's attention regarding future Town plans that may affect this site. Applicant believes the proposed plan conforms to all future plans of the Town.



## 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.*

Leonard D. Spruill  
Print Name

Leonard D. Spruill  
Signature of Applicant

4-24-18  
Date

Imogene E. Spruill Imogene E. Spruill - 4-24-18



# OWNER'S CONSENT FORM

Name of Project: Church Site Plan for Faith Miracle Ministry Submittal Date: 4/24/18

## OWNERS AUTHORIZATION

I hereby give CONSENT to BRIAN R. LEONARD, PE, PLS (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.

Leonard D. Spruill Leonard D. Spruill 4-24-18  
Signature of Owner Print Name Date  
Imogene E. Spruill Imogene E. Spruill 4-24-18

## CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

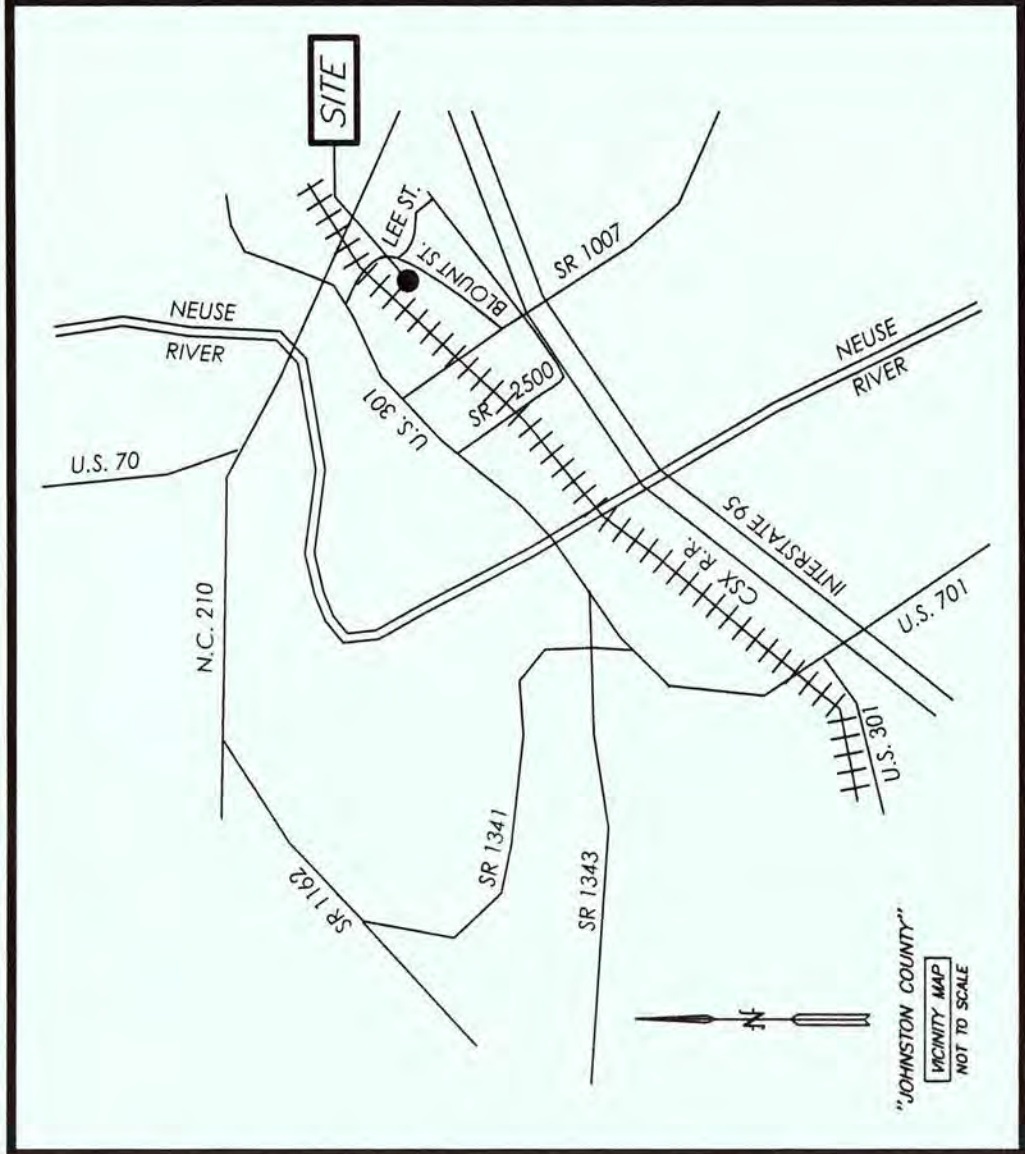
I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Smithfield, North Carolina,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

Leonard D. Spruill Leonard D. Spruill 4-24-18  
Signature of Owner/Applicant Print Name Date  
Imogene E. Spruill Imogene E. Spruill 4-24-18

## FOR OFFICE USE ONLY

File Number: SUP-18-06 Date submitted: 4/24/18 Date received: 4/24/18





**MINIMUM SETBACK/YARD REQUIREMENTS & REQ'D LANDSCAPE AREAS**

- Minimum Bldg. Yard Setbacks (Ref. UDO Sect. 8.4 for R-6 Zoning)  
Minimum Building Yard Setback at Front = 25'  
Minimum Building Yard Setback at Side = 10'  
Minimum Building Yard at Rear = 15'
- Minimum Landscape Areas:  
• Parking Facility & Street Yard (Ref. UDO Sect. 10.13)  
15' Max Street Yards as Indicated Hereon (Ref. UDO Sect. 10.13.1.4)  
Foundation Plantings at Bldg. Adjacent to Parking or Drive Alle  
20' Type-B\* Required Between Site "Commercial" Use and Adjacent Residential  
• Other Landscaping (Ref. UDO Sect. 10.15)

This is only a general summary of the Town Zoning/Landscaping Requirements. Reference Town UDO for additional requirements and more detailed information. Final Landscape Requirements to be coordinated with Smithfield Planning Department. Landscaping requirements or plantings shall be as indicated on final Landscaping Plan, as approved by Town of Smithfield.

**PRELIMINARY PLAN FOR TOWN SPECIAL USE**

TOWNSHIP, COUNTY & STATE: SMITHFIELD, JOHNSTON CO., NC	
CITY OR TOWN LIMIT/ET: TOWN OF SMITHFIELD TOWN LIMIT	
NO PIN: 169907-57-3947	
ZONING: R-6	
SEAL NO. 27578	
918 N. CHURCH AVENUE	
CONTACT: TEL: 919-531-2721	
OWNER/DEVELOPER: LEONARD & MARGARET SPRULL	
CONTACT: TEL: 919-531-2721	

DATE: 4/11/18

SCALE: 1" = 30'

CHECKED BY: BRL

PROJECT No.: 117013.00

DWG: Prelim-TownCU-2007

DATE: 4/11/18

REVISION:

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TAX ID#	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15066027	169307-57-2701	Bryant, Ernest	113 West Twelve Oaks Road	Raeform	NC	27520-2455
15L11005D	169307-58-8217	Town of Smithfield	350 East market Street	Smithfield	NC	27520-2455



# 600 Block of Blount Street



Project Name:  
Faith Miracle Ministry  
Church of Christ  
for All People

Proposed Use:  
Church

File Number:  
SUP-18-06

Property Owner:  
Leonard D. Spruill

Applicant:  
Leonard D. Spruill

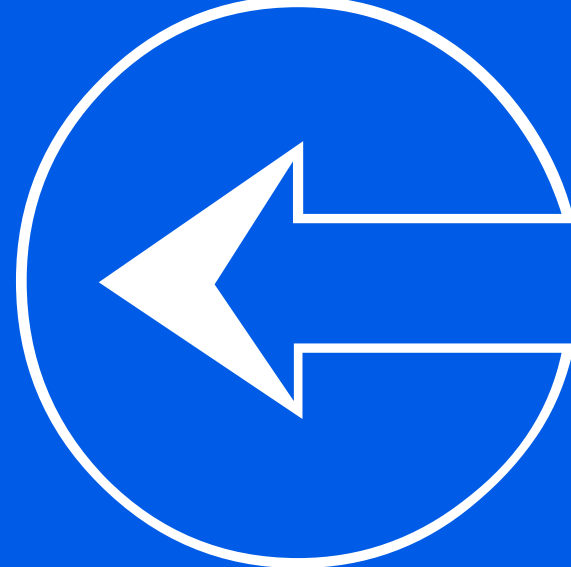
Location:  
602 Blount St

Tax ID#  
15069013

Zoning District:  
R-6 (Residential)

Map created by the  
Mark E. Helmer, AICP  
Senior Planner,  
GIS Specialist  
on 5/17/2018

1 inch = 70 feet



Location of Proposed  
Church / Place of Worship

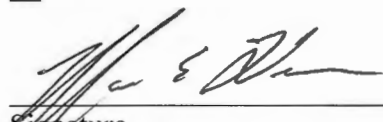




**PLANNING DEPARTMENT**  
Mark E. Helmer, AICP, Senior Planner

**ADJOINING PROPERTY OWNERS CERTIFICATION**

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, SUP-18-06, were notified by First Class Mail on 5-18-18.

  
\_\_\_\_\_  
Signature

Johnston County, North Carolina

I, Julianne Edmonds, Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

16<sup>th</sup> day of May, 2018

  
\_\_\_\_\_  
Notary Public Signature

Julianne Edmonds  
\_\_\_\_\_  
Notary Public Name

My Commission expires on 1-15-2023





## **Notice Of Public Hearings**

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, June 5, 2018 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

**RZ-18-05 Landis Bullock:** The applicant is requesting to rezone a 1.43 acre portion of a 2.91 acre tract of land from the HI (Heavy Industrial) zoning district to the B-3 (Highway Entrance Business) zoning district. The property considered for rezoning is located on the southwest side of West Market Street approximately 180 feet southwest of its intersection with Whitley Drive. The property is further identified as a portion of Johnston County Tax ID# 15044023A.

**RZ-18-06 W. Frank Lee:** The applicant is requesting to rezone four tracts of land totaling approximately 2.26 acres from the R-20A (Residential-Agricultural) zoning district to the PUD (Planned Unit Development) zoning district. The properties considered for rezoning are located on the east side of Buffalo Road approximately 160 feet south of its intersection with Booker Dairy Road and further identified as Johnston County Tax ID# 14075030G, 14075030F, 14075027 and 14075028.

**SUP-18-06 Leonard D. Spruill:** The applicant is requested a special use permit to construct and operate a place of worship on a 1.87 acre tract of land located within an R-6 (Residential) zoning district. The property considered for approval is located on the west side of the intersection of Blount Street and East Lee Street and further identified as a Johnston County Tax ID# 15069013.

All interested persons are encouraged to attend. To accommodate disabilities and to comply with ADA regulations, please contact the town office if you need assistance. Further inquiries regarding this matter may be directed to the Smithfield Planning Department at (919) 934-2116 or online at [www.smithfield-nc.com](http://www.smithfield-nc.com).

**Run "Legal Ad" in the News and Observer on 5/25/18 and 6/1/2018**



## **Notice Of Public Hearings**

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, June 5, 2018 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

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**RZ-18-06 W. Frank Lee:** The applicant is requesting to rezone four tracts of land totaling approximately 2.26 acres from the R-20A (Residential-Agricultural) zoning district to the PUD (Planned Unit Development) zoning district. The properties considered for rezoning are located on the east side of Buffalo Road approximately 160 feet south of its intersection with Booker Dairy Road and further identified as Johnston County Tax ID# 14075030G, 14075030F, 14075027 and 14075028.

**SUP-18-06 Leonard D. Spruill:** The applicant is requested a special use permit to construct and operate a place of worship on a 1.87 acre tract of land located within an R-6 (Residential) zoning district. The property considered for approval is located on the west side of the intersection of Blount Street and East Lee Street and further identified as a Johnston County Tax ID# 15069013.

You have been identified as a property owner in the area specified above and are being advised of this meeting as you may have interest in this matter. You are welcome to attend; however, you are not required to in order for the Board to act on this request. Additional information may be obtained by contacting the Town of Smithfield Planning Department at 919-934-2116.



**Draft**  
**Smithfield Planning Board Minutes**  
**Thursday, May 3, 2018**  
**6:00 P.M., Town Hall, Council Chambers**

**Members Present:**

Chairman Stephen Upton  
Vice Chairman-Daniel Sanders  
Michael Taylor  
Eddie Foy  
Teresa Daughtry  
Ashley Spain  
Mark Lane

**Members Absent:**

Oliver Johnson

**Staff Present:**

Stephen Wensman, Planning Director  
Julie Edmonds, Administrative Assistant

**Staff Absent:**

Mark Helmer

**CALL TO ORDER**

Mr. Upton identified the Planning Board members as well as, Planning Department staff.

**AMENDMENTS TO THE AGENDA**

None

**APPROVAL OF AGENDA**

Ashley Spain made a motion to approve the agenda, seconded by Mark Lane. Unanimous

**APPROVAL OF MINUTES from April 5, 2018**

Eddie Foy made a motion, seconded by Daniel Sanders to approve the minutes as written.  
Unanimous

**New Business**

**RZ-18-05 Landis Bullock:**

The applicant is requesting to rezone a 1.43 acre portion of a 2.91 acre tract of land from the HI (Heavy Industrial) zoning district to B-3 (Highway Entrance Business) zoning district. The property considered for rezoning is located on the southwest side of West Market Street approximately 180 feet southwest of its intersection with Whitley Drive. The property is further identified as a portion of Johnston County Tax ID# 15044023A.

Mr. Wensman said the rezoning was consistent with the Growth Management Plan. If developed, it will be done so using the Unified Development Ordinance. It would be compatible with surrounding land uses. Planning Department staff is recommending approval of the rezoning. They request the Planning Board review the petition, make a recommendation to the



Town Council, whether to approve or deny and make a declaration regarding its consistency with the Town plan.

Mr. Foy stated that in all his years on the Planning Board he had never seen a HI zoning change to a B-3.

Mr. Foy made a motion that the Planning Board recommends approval for RZ-18-05 from HI (Heavy Industrial) to B-3 finding the amendment reasonable in the public interest. He moves to recommend to the Town Council to approve RZ-18-05 based on Staff finding and recommended consistency statement, seconded by Mark Lane. Unanimous.

Mrs. Daughtry recused herself from RZ-18-06 due to a conflict of interest.

Mr. Wensman spoke up and said after talking with Shannan Parrish Town Clerk, the Town Councils process is that someone request to be recused then the Planning Board vote on it to be consistent with how the Town Council practices it. Town Attorney Bob Spence has also requested it be carried out in this process as well.

Mr. Upton stated that this issue had been handled previously and the Institute of Government had been contacted.

Mr. Foy said according to Frayda Bluestein at the Institute of Government in Chapel Hill, it is the responsibility of each board to determine how they would handle these situations. This particular board had decided that an individual can recuse themselves without the consent of the board. Foy said he has had long discussions with Mr. Bob Spence about this.

Mr. Wensman said he was ok with that.

#### **RZ-18-06 W. Frank Lee**

The applicant is requesting to rezone four tracts of land totaling approximately 2.26 acres from the R-20A (Residential-Agricultural) zoning district to the PUD (Planned Unit Development) zoning district. The properties considered for rezoning are located on the east side of Buffalo Road approximately 160 feet south of its intersection with Booker Dairy Road and further identified as Johnston County Tax ID# 14075030G, 14075030F, 14075027 and 14075028.

Mr. Wensman stated the applicant; Frank Lee had previously wanted B-3 zoning. The Planning Board recommended denial, Town Council affirmed that denial. He is now back as guided by the Comp Plan seeking a PUD. The Future Land Use Map guides this property and the surrounding properties as a Commercial Service Node. A Commercial Service Node is envisioned as a mixed use limited commercial focus area to service the neighborhood. It offers more neighborhood density, buffering, adjacent commercial and residential uses. The applicant is showing a Sheetz gas station, surrounded by residential apartments with a combination mixed use commercial on the ground floor and townhouses on the second floor. The uses appear to be of a neighborhood scale. Pedestrian connections are abundant in the plan. The private street will provide a shared internal access to all the lots and uses in the site. Mr. Paul



Embler and Mr. Frank Lee have done a great job turning this project into what staff is looking for. The first phase would be the Sheetz gas station. Future phases would be residential. Staff is saying this is consistent with the Growth Management Plan it will be consistent with the UDO. We're asking that the Planning Board make a recommendation to approve RZ-18-06 to the Town Council.

Mr. Upton asked if this project would be done in phases. Would they be reviewed in phases?

Mr. Wensman said yes, each phase will be reviewed against the Master Plan.

Mr. Sanders asked if there had been a drainage study done.

Mr. Wensman said there hasn't been a drainage study done but the applicant had provided some Storm water ponding areas. That level of detail will come with the Preliminary Plat.

Mr. Sanders asked if this case would be brought back before the Planning Board again.

Mr. Wensman said a Preliminary Plat would come back before the board.

Mr. Spain asked if the entrance to this project would be off of Booker Dairy Rd. He thought that property belonged to DOT.

Mr. Wensman said the entrance way would likely be a right in and a right out.

Mr. Spain asked how it works when this rezoning is being brought back before the Board so quickly.

Mr. Wensman said he checked the UDO and a rezoning could be brought back before the board. It would be different if it were another type of request.

Mr. Lane asked if there was any difference in the Master Plan from the B-3.

Mr. Wensman said with the B-3 there was no Master Plan. They just wanted a straight B-3 zoning, which would allow any type of uses that fall in the B-3 zoning. The PUD process allows us to have a Master Plan. The uses don't change but how they fit the land does matter.

Mr. Taylor asked if there are any preliminary traffic impact statements.

Mr. Wensman said nothing has been determined at this time. NCDOT will have an opportunity to comment on this project at some point.

Mr. Spain asked how it would work if the applicant came back with a changed plan. What if they change the use from townhouses to a doctor's office?



Mr. Wensman said on the ground floor they're proposing retail or office, it is the same. It would be different if they came back with apartments.

Mr. Wensman said the board will be notified if the applicant proposes something that isn't consistent with the Master Plan.

Mr. Lane said he was most worried about the traffic. He said when school lets in and lets out it is really backed up. Considering it is at certain hours of the day it may not be such an issue.

Mr. Wensman said NCDOT will also have the same concerns. They look at traffic counts and congestions. The right in and right out and turn lanes would help out with congestion. Until we have a real project in front of us we don't know how NCDOT will address it.

Mr. Sanders asked what the community was saying about this project.

Mr. Wensman said the public hearing will take place at the Town Council meeting on June 5<sup>th</sup>. So far he hasn't received any comments from the public since being advertised.

Mr. Taylor said the portion of the property where the Booker Dairy access is, isn't included in the rezoning. Is there a special agreement there?

Mr. Wensman said that is a NCDOT property. The applicant will have to get cooperation from the DOT.

Paul Embler came forward and said the entrances off of Booker Dairy and Buffalo Road have been preliminary proposed to DOT and they have given preliminary review to it. The driveway permit is part of the process that will be going through for the site development. Both of those roads are DOT roads, they would issue the driveway and encroachment permit. They will do that in coordination with the Town. They will require a traffic impact assessment for this. As you already know Booker Dairy Rd will eventually be a four lane road. That would have an impact on how the entrance and exit to this project is decided on. Buffalo Rd is also on the short term plan and it will be funded for a four lane improvement with a median. It will be a super street and probably receive funding in the next three years. Storm water is a requirement of site development. It is NC law, it will be addressed. It will meet the Town's ordinances as well as the State requirements. Currently we're proposing three ponds on the property in order to capture all the water. Parking and landscaping on this site exceeds the Town's requirements. The density shown on the property as far as impervious is better than the Town's requirements. It isn't as impervious as the Town allows it to be, there could be more pavement.

Mr. Spain asked what will happen to the project if DOT denies the proposed entrance and exit plan.

Mr. Embler said they have an indication from DOT they will accept it. If they didn't it would definitely change the plan. They could maybe say the driveway on Buffalo Road needs to be



moved to the South by 50 feet. That wouldn't be a major change, staff could deal with that. If they said we had to remove the driveway on Buffalo Road which would be a major change. We would then need to bring it back before the Planning Board.

Mr. Sanders asked if trucks coming in and out of this site would cause a problem with the housing around there.

Mr. Embler said he couldn't say trucks wouldn't try to cut through but with the way they have designed this plan it wouldn't be easy.

Mr. Taylor said if there are no left turns into this project then he would have to take Brightleaf Blvd. to Hospital Road onto Buffalo Rd to gain access to this business.

Mr. Embler said with the super street concept the DOT will put on the project; it will change that because it will force traffic crossovers at certain points. It is all about safety. That is why DOT does it. They are going to be doing it to US 301. As a matter of fact there is a project designed to carry you from Ricks Road in Selma to Booker Dairy Road.

Mrs. Tucker Twisdale of 1755 Buffalo Road came forward to speak. She asked that Paul Embler come forward with her to answer any questions. She stated she lives on Buffalo Road and most mornings the car lined up to the stoplight, trying to get into the school parking lot. She said most kids travel by car and not school bus. She asked Mr. Embler to show her where the storm water ponds would be located on the property. Mr. Embler pointed each pond out to everyone. Mrs. Twisdale said when the SECU they designed their water run off to go in an unnatural way and that will cause a problem with water unless these three ponds hold a lot.

Mr. Embler stated that all the water on the side this project is planned on will go toward the Park.

Mr. Upton stated this water issue has been addressed.

Mrs. Twisdale said she doesn't understand how things get approved before a traffic study is done.

Mr. Wensman said this is a master plan, a concept plan. The details will come when they try to develop the site. They need to conform to the UDO. This gives us a reasonable idea of how the site will be used. The details will come with the actual platting of the property.

Mr. Foy made a motion to recommend the Town Council approve RZ-18-06 based on staff findings and recommended consistency statement. There was no second.

Mr. Wensman asked for feedback from the board as to why no one would give a second.

Mr. Lane stated he is still concerned about the traffic issue. He knows DOT will be addressing it.



Mr. Foy said the DOT will address this. You will eventually have 2 four lanes to help with traffic issues.

Mr. Spain asked how that will work with the proposed 2 four lane roads. How can you cross four lanes of traffic to get to this proposed site?

Mr. Wensman said that is why a right in and a right out are being proposed. There would be more lanes of traffic to help carry that load. This is being designed for future growth so they are anticipating future development along that corridor. We potentially have a 300 unit subdivision going in up the road. There is going to be more traffic, they're trying to design and plan for it.

Mr. Spain said he would second, Mr. Foy's previous motion to recommend that the Town Council approve RZ-18-06 based on staff findings and recommended consistency statement. Unanimous.

Mr. Wensman said he would gladly bring before the Town Council the concerns about traffic congestions and hesitancy to approve it.

We held Stakeholder Interviews on May 2<sup>nd</sup> for the Comprehensive Plan. We had a good turn out and great discussions. It was the first part of the engagement process of the Comp Plan. We're going to have a booth at the Ham and Yam festival this weekend. We will talk about the Comp Plan and there will be small exercise provided by the consultants.

We mentioned at our last meeting about code amendments. I did get some feedback from Dale Holland. He offered some changes he would be willing to draft up. I also added changes I wanted to make. I plan to bring those back to you article by article starting in June. As a board you can review them and make a recommendation for Town Council to pass. The following month we will do the same thing. There have been significant changes to the Planning Department Webpage. It is intended to help new businesses understand the process. We're trying to make the website more digestible and user friendly.

Mrs. Daughtry asked if it would be possible to review and make changes to the Comp Plan first before reviewing and making changes to the UDO.

Mr. Wensman said there are some changes that need to happen to the UDO. Some things could wait but since we're going to have to change some I just assume make a recommendation of all those things we know need to be changed. After the comprehensive plan there will be addition changes. Those will be part of the implemental strategy steps.

Mr. Lane asked if the committee did something wrong when they did the UDO.

Mr. Wensman said no, but there are still a lot of conflicts in the code. You have it saying one thing in a section of the UDO then saying something totally different in another section. The Historic Properties Commission is in the administrative code still, it is being updated and we



need to find a home for that. It belongs in Chapter 3 along with other commissions. It wasn't migrated over.

Mr. Sanders asked if someone from the Planning Board could sit down when the codes are updated.

Mr. Wensman stated he would be happy to sit down with a committee and discuss the recommended changes.

### **Old Business**

#### **Administrative Actions report**

Land Use Permit Report for February, 2018

Board Actions Report for February, 2018

#### **Adjournment**

Michael Taylor made a motion to adjourn, seconded by Mark Lane. Unanimous

Submitted this 4th day of May, 2018

Julie Edmonds  
Administrative Assistant  
Planning Department





# Request for Town Council Action

**Public Hearing** **FY 2018-2019**  
**Item:** **Budget**  
**Date:** 6/05/2018

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**Subject:** FY 2018-2019 Budget Proposal  
**Department:** General Government  
**Presented by:** Michael Scott, Town Manager, Greg Siler, Finance Director  
**Presentation:** Public Hearing

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## **Issue Statement:**

The **Manager's Proposed Budget** was provided to the Town Council on May 25, 2018. The following presentation is in accordance with the public hearing requirement of NC General Statute, 159-11(b) and 159 -12.

## **Financial Impact:**

Total Town Budget for FY19.

## **Action Needed:**

Hold a Public Hearing for the Proposed FY 2018-19 Budget for the Town of Smithfield.

## **Recommendation:**

Complete the Presentation and Public Hearing

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report





# Staff Report

**FY**  
**Public 2018-**  
**Hearing: 2019**  
**Budget**

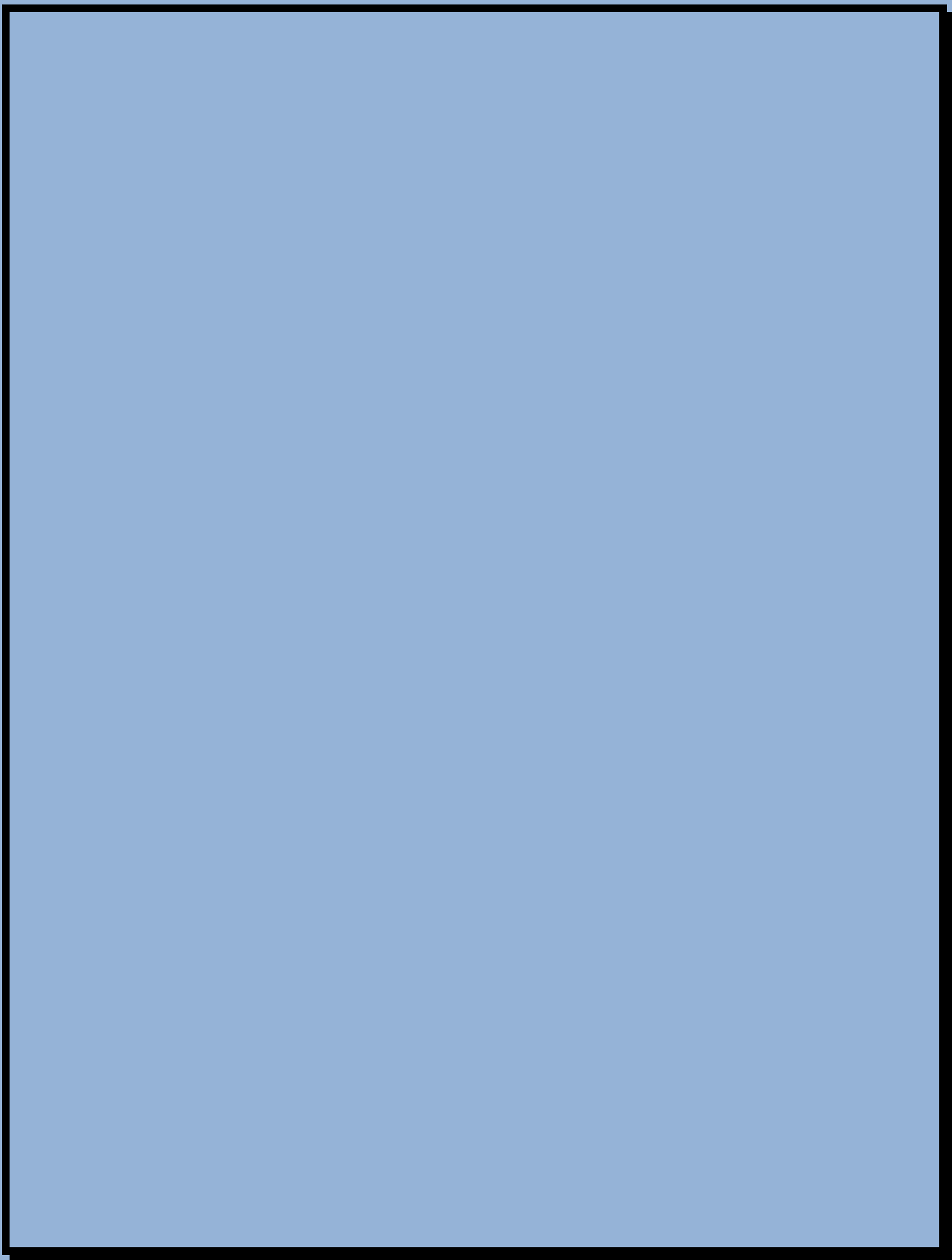
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Town staff has worked since November, 2017 to create a draft budget. This draft budget was provided to the Town Council on April 19, 2018 and a series of budget workshops were held in April and May. Following these meetings additional changes were made culminating in the proposed budget provided to the Mayor and Town Council on May 25, 2018, with a copy for public **viewing maintained in the Smithfield Town Clerk's office, as** required in NC General Statute 159-11(b). A presentation will be made to the Mayor, Town Council and the Public at the Council Meeting on June 5, 2018. A Public Hearing must be held in conjunction with this presentation in order to fulfill the requirements of NC General Statute 159-12. A Balanced Budget must be adopted by a majority of the Town Council before July 1, 2018.



# Consent Agenda Items







The Smithfield Town Council reconvened its April 3, 2018 meeting on Tuesday, April 24, 2018 at 6:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Emery Ashley, At-Large

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

**Reconvene: April 3, 2018 Meeting**

Mayor Moore reconvened the meeting at 6:09 pm

**1. FY 2018 – 2019 Draft Budget Overview**

Town Manager Michael Scott made a presentation to the Council concerning the FY 2018-2019 Budget. Items of discussion were as follows:

- Fire Department Ladder Truck: The Town Manager explained that a ladder truck was approximately more than a million dollar piece of equipment that would be purchased thorough a loan. Since a ladder truck is built per specifications, the Town would not receive the truck for almost a year and a half. The purchase of a ladder truck is not included in the budget.
- Police Department take home car program: The Town Manager explained that it would cost approximately \$600,000 to implement the program which would be funded through loan proceeds.
- Sarah Yard Community Center: The Town Manager explained that a new budgeted department for the Sarah Yard Community Center had been included in this budget. The budgeted amount of \$40, 600 does not include full time personnel.
- Storm Water as a Utility: During the budget process, the Town Manager explained that staff would discuss the possibility of creating a utility for storm water. He explained that the Planning Department was currently working on a stormwater plan and did not believe the Council would be able to make a decision on this issue until that plan was completed.
- Street and Road Conditions and Motor Vehicle Tax: According to the Town Survey, citizens felt the Town roads needed more repair. The Town Manager explained that the State Legislature allows Municipalities to tax every vehicle in Town from a minimum of \$5.00 to a maximum of \$30.00. Proceeds from this tax can only be used for road repairs. If every vehicle in Town was taxed the maximum amount, the Town could double its Powell Bill funds.
- Equity Drive Improvements: Based on the preliminary findings of the road condition study, Equity Drive was the second worst road in Town. The estimated cost for the project was \$1 to \$1.5 million. This would include road repairs, curb and gutter and sidewalks. If the Council chose to pay for this from the General Fund fund balance, the LGC indicated the Town would still have a healthy fund. This could be funded by assessing the property owners or through implementing the motor vehicle tax.
- Increase in Water and Sewer Fees: Two years ago, the Town implemented a schedule to



increase water and sewer fees to cover expenditures. These fees are due to increase again. Johnston County is proposing to increase sewer charges to all customers by 5% on September 1, 2018. If the County does pass the proposed rate increase then staff will request that this be passed through to Town customers.

- Water Plant Expansion: This project is estimated to cost \$12.5 million payable by a twenty-year low interested loan which the Town has already secured, but not accepted. The project will require LGC approval. The project would impact the Greenway, Talton Field and require the closure of North Second Street. The Town Manager suggested the soccer fields at Talton Field be relocated to Johnson Park.
- Electric Rate Changes: The Town Manager explained that wholesale rates were expected to increase in 2020 and 2021 by 3% each year. NCEMPA informed its members that the wholesale rates would increase by 3% in 2019 and again in 2020. The proposed 3% increase in 2019 was not proposed in this budget because staff felt the rate stabilization fund would have sufficient funds until the proposed 2020 rate increase.
- Personnel Expenses/ Recommended Salary Increase: Included in the budget was a 3% salary adjustment for all employees. The pay scale would also increase by 3%; meaning minimum and maximum salaries for each position would increase by 3%. This was not a merit increase. The Town Manager also explained that retirement increased by .25% and medical insurance increased by 8%. Staff was recommending the Town remain with its current provider, Cigna. The Town Manager further explained that he was proposing to increase electric lineman and electric crew leader starting salaries by 10%. These positions are highly sought after and the Town needed to remain as competitive as possible. This increase would not affect the salaries of current employees.
- Employee Handbook: Proposed changes to the employee handbook included: promotions increasing from 5% to 10%, career ladders remaining at 5% and inclusion of a vacation compensation program.
- Fund Balance: Based on audit numbers at the end of FY 2017, the General Fund had a fund balance of 56.3% or \$7.1 million. The Water/Sewer Fund had a fund balance of 64% or \$4.8 million. The Electric Fund had a fund balance of 46.7% or \$8.7 million. He estimated that the General Fund fund balance was approximately 60% in unassigned funds.
- Debt: The Town Manager explained that \$269,914 in debt would be retired in this fiscal year and \$168,639 would be retired in 2019. The Town Manager informed the Council that in this fiscal year, the Town purchased a street sweeper and an animal control truck which was supposed to be paid for through loan proceeds. He requested that the Council consider paying the \$152,000 out of this year's funds instead of incurring the debt. The Town Manager explained that there would be a five year rolling stock loan of \$287,845 with annual payments of \$62,100.00
- Proposed in this budget were no capital transfers from the Electric Fund to the General Fund, no increase in the property tax rate, no addition of the motor vehicle tax, and no special assessments for Equity Drive
- Economic Development: The Town Manager informed the Council that \$24,000 would be encumbered in this fiscal year and \$26,000 had been budgeted for the upcoming fiscal year totaling \$50,000 in the General Fund for economic development efforts. \$100,000 has been included in the each of the Water/Sewer Fund and the Electric Fund to assist with the recently created policy for residential development which reimburses some infrastructure costs.
- Revenues: The Town Manager explained that not all revenues are usable by the Town. The Occupancy Tax is passed through to the Johnston County Visitor's Bureau and the Downtown Municipal Service District Tax is passed through to the Downtown Smithfield Development Corporation.



## 2. Non-Departmentals

Town Manager Michael Scott provided a brief introduction of the requests made by non-profit agencies and local schools. He explained he had received a request for funding from Neuse Charter School that was not included in the Council's original materials. Since it was received on the day of the meeting, it had not been included in the draft budget. In regards to donations made to local schools by the Town, the Town Manager explained that it was the position of the School of Government that the Town does not have statutory authority to provide funding to schools. After consulting with the Town Attorney, it was determined that these funds were minute and should not pose any problems for the Town.

### a. Non-profit Request

**i. Annie D. Jones Child Enrichment Fund: Requested \$3,000 - included in the draft budget \$3,000**

Executive Director Kayrese McDuffie explained her organization committed to providing opportunities for disadvantaged children in the East Smithfield Community to participate in diverse enrichment activities.

**ii. Ava Gardner Museum: Requested \$25,000 - included in the draft budget \$22,000**

Executive Director Lynell Seabold explained the Ava Gardner Museum's important to the community and the economy of Smithfield. She explained that the funds would be used to help support the salary of the Executive Director.

**iii. Community and Senior Services of Johnston County: Requested \$3,500 - included in the draft budget \$3,500**

Chairman Jimmy Parker explained that Community and Senior Services of Johnston County provided services to older citizens. The requested funding would allow the organization to provide delivered meals to those in need.

**iv. GSSA Chamber of Commerce: Requested \$4,000 – included in the draft budget \$4,000**

Town Manager Michael Scott explained that the Chamber of Commerce was requesting the same funding as received in the current fiscal year.

**v. Harbor, Inc. : Requested \$2,500 – included in the draft budget \$2,500**

Town Manager Michael Scott explained that Harbor was requesting the same funding as received in the current fiscal year.

**vi. Local School Support: Included in the draft budget \$5,000**

**1. SSS Men's Varsity Basketball: Requested \$500**

Varsity Men's Basketball Coach Matthew Cuddington explained the requested funding would be used for travel expenses for the team to participate in off-site camps and trainings.

**2. SSS Robotics: Requested \$2,500**

President Troy Brindle explained the requested funding could be used to continue to assist younger school children with Lego League or for travel, expos and robotics parts.

**3. South Smithfield Elementary: Requested \$1,000**

Hadley Lee explained the requested funding would help the school continue its efforts to build an all-inclusive community playground.



**4. West Smithfield Elementary: Requested \$1,500**

Principal Sharon Bryant explained that the requested funding would be used for those items the school cannot purchase with State or county funding.

**vii. Downtown Smithfield Development Corporation(DSDC): Requested \$55,000 – included in the draft budget \$55,000**

Executive Director Sarah Edwards explained the partnership between the Town and the DSDC and the important roll the DSDC plays in Smithfield. Town Manager Michael Scott \$55,000 is the donation the Town gives to the DSDC. The Downtown Municipal Service District tax is accounted for by the Town and passed through to the DSDC.

**viii. Public Library of Johnston County and Smithfield: Requested 263,532 – included in the draft budget \$250,000**

Executive Director Margaret Marshall explained that the requested increase in funding was due to maintenance costs for NC Cardinal, increases in building insurance, and employee health insurance and costs associated with two soon to be retirees. Ms. Marshall explained that state funding is based on the library receiving equal or greater than current funding levels over a three year period.

**b. Insurance and Bonds**

Town Manager Michael Scott explained the Town utilizes the North Carolina League of Municipalities for Property and Liability insurance and Worker's Compensation insurance. This year, the Town has seen an increase in both policies. These premium increases were due in large part to increased worker's compensation claims. The premiums were included in the draft budget. The Town Manager requested the Council approve the policies with the League.

Mayor Pro- Tem Scott made a motion, seconded by Councilman Dunn, to approve the renewal of the Property and Liability Insurance Policy and the Worker's Compensation Policy with the North Carolina League of Municipalities. Unanimously approved.

**c. Economic Development**

Town Manager Michael Scott explained \$26,000 would be budgeted for economic development and \$24,000 would be encumbered from this fiscal year making the total budget \$50,000. No funds are spent from this line item without Council approval. Mayor Moore recommended that the Town Manager be allowed to manage the funds in the Economic Development line item.

Councilman Barbour made a motion, seconded by Councilman Rabil, to allow the Town Manager to manage the funds in the economic development line item. Unanimously approved.

**d. SHARP Reimbursement**

Town Manager Michael Scott explained that budgeted in this line item were the approved grants to the Walter Schmidlin project and the Sound Station and Security Project. Funds for the Penn Compression Project will be budgeted next year.

**e. Occupancy Tax**

Town Manager Michael Scott explained that the occupancy tax was simply a tax collected by the Town and passed through to the Johnston County Visitors Bureau.

**f. PEG Chanel**

Public Information Officer Tim Kerigan explained the Town received funds from cable television taxes. These funds can only be used to help run the PEG channel. Funds have been used to purchase software, purchase cameras for the Council Chamber and items to promote the PEG channel.



### **3. Debt Service**

Town Manager Michael Scott explained that \$269,914 in debt would be retired in this fiscal year and \$168,639 would be retired in 2019. New debt would be added for three vehicles which included: a large Truck to be used as a leaf box for Public Works, a dump truck for the Parks and Recreation Department and an SUV for the Fire Department. A Debt Service payment for the \$152,000 spent on an animal control truck and the street sweeper was not included in this budget because it was the recommendation of the Manager to pay for those items from the current fiscal year's funds.

Mayor Pro-Tem Scott questioned if the Town Manager could provide alternatives on how to fund or finance the \$600,000 needed for the Police Department's take home car program.

Mayor Pro-Tem Scott requested that staff provide the Council with an accounting of funds used for street repairs from the past four years. It was his hope that the Council could take more aggressive steps to repairing the Town's streets.

### **4. Utilities**

#### **a. Electric**

Public Utilities Director informed the Council that most of the department's budget remained status quo. Mr. Credle highlighted some line items in the Electric Department proposed FY 18-19 budget. They are as follows:

- Equipment Maintenance and Repair: Increase in this line item was due to specialized transformer at delivery point #1 replacement and \$50,000 for building repairs and security updates.
- Training and Education: Increase in this line item was due to Workzone Safety Training provided by NCDOT in the amount of \$2,400.
- Vehicle Supplies and Maintenance: Increase in this line item was due to maintenance and repair of aging department vehicles.
- Electricity Purchase: Decrease in this line item was due to ElectriCities projection.
- Transfer to Electric Capital Project Fund: \$500,000 was budgeted for AMI meter system and \$300,000 was budgeted for voltage conversion
- Transfer to Electric Fund Capital Reserve: \$150,000 was budgeted for the purchase of a bucket truck. \$115,000 was allocated in FY 17-18 for half of the cost for the purchase of the bucket truck.
- Capital Outlay: \$75,000 was budgeted for the design of the North Circuit and \$75,000 was budgeted for Delivery Point #3 land and survey.

Mayor Pro-Tem Scott questioned if the meter reading contracting would decrease as more AMI meters were installed. Mr. Credle responded the cost would be significantly reduced and realized during the next budget.

Mr. Credle explained that his two senior linemen are slated to retire in the next fiscal year. Due to Duke Energy and Dominion Power's recruiting efforts, it has been difficult to attract linemen. Duke Energy was currently paying linemen \$45.00 an hour and Dominion Power was paying \$45.00 an hour with a \$100 per day per diem. Town's across the state cannot compete with these two agencies. Mr. Credle explained that in the event he was able to hire someone before one of his senior men retired, he would be seeking the Council's approval.

Mayor Moore questioned if the proposed transformer was needed now or if was needed in the event that a replacement was needed. Mr. Credle explained it was needed as a replacement in



the event that the current one is damaged. This would allow his employees to immediately replace the transformer instead of waiting for one to arrive.

Councilman Barbour questioned how the Manager determined that 3% was needed for salary adjustments. The Town Manager responded that he consulted other municipalities and agencies and he was trying to stay competitive. Employees will remain with the Town if salaries and benefits are competitive with neighboring agencies.

**Recess**

Mayor Pro-Tem Scott made a motion, seconded by Councilman Rabil, to recess the meeting until Thursday, April 26, 2018 at 6:00 pm. The meeting recessed at approximately 8:41 pm.

ATTEST:

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M. Andy Moore, Mayor

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Shannan L. Parrish, Town Clerk



The Smithfield Town Council reconvened its April 26, 2018 meeting on Thursday, April 26, 2018 at 6:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Emery Ashley, At-Large

Administrative Staff Present

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

**Reconvene: April 24, 2018 Meeting**

Mayor Moore reconvened the meeting at 6:09 pm

**1. FY 2018- 2019 Budget Discussions**

**a. Water/ Sewer**

Public Utilities Director informed the Council that most of the department's budget remained status quo. Mr. Credle highlighted some line items in the proposed FY 18-19 Water/Sewer budget. They are as follows:

- Vehicle Supplies and Maintenance: The increase in this line item was due to repairs of aging department vehicles
- Supplies and Operations: Increase in this line item was approximately \$29,000. This was due to increased construction material costs.
- Sewage Treatment: Decrease in this line item of \$100,000
- Service Contracts: Increase in this line item was due to contract services to pave streets for utility cuts in the amount of \$30,000.
- Water/Sewer Fund Economic Development: This was a new line item created to assist with economic development efforts of utility infrastructure.
- Transfer to Water/Sewer Capital Projects: The total amount in this line was \$340,000 and will be used for the following projects: I & I Reduction in the amount of \$100,000, Lift Station Repairs in the amount of \$ 150,000, Manhole Rehab in the amount of \$50,000 and Fire Hydrant Valve Insertion in the amount of \$40,000.
- Capital Outlay: The total amount in this line item was \$908,000. The major expense was the 16" water line along Durwood Stephenson Highway. The total cost of the project was \$750,000. A grant from the Golden Leaf Foundation in the amount of \$500,000 was awarded to the Town with the Town's matching amount being \$250,000.
- Debt Service: A DNER loan was retired in 2018. There will be no new debt service unless the Council chooses to expand the Water Plant. .
- Contingency: \$775,414 was included in this line in the event that the Council chooses to move forward with the Water Plant Expansion Project.



Finance Director Greg Siler informed the Council that the Town received an invoice from the NC Employment Security Commission for unemployment benefits. He requested that \$15,000 be budgeted in each of the three funds to account for this expense.

## **b. Water Plant**

Public Utilities Director informed the Council that most of the department's budget remained status quo. Mr. Credle highlighted some line items in the proposed FY 18-19 Water Plant budget. They are as follows:

- Overtime: This line increased by \$1,500. This is need for the coverage of a night operator who is sick or on vacation and another
- Supplies and Operations: This line increased due to caustic being manufactured only in China. With talks of a tariff, the cost increased 12.
- Service contracts: There was a reduction in this line because of sludge removal. Also, a local contractor takes the sand so it does not have to be disposed.
- Capital Outlay: Projects include: Riverbank refurbishment in the amount of \$200,000, Sodium chloride bulk tank in the amount of \$30,000, SCADA upgrades in the amount of \$50,000 and the design firm for the expansion of the water plant in the amount of \$150,000
- Water plant expansion: Mr. Credle explained the water plant expansion in detail. Part of the expansion included adding another finished water tank because state law says that the town must have ½ of our permit capacity in the mandates that the town must have 72 hours of our treatment capacity on reserve. In order to expand the water plant, a portion of Second Street will have to be closed and the greenway will have to be rerouted. There was discussion concerning the best route for the relocation of the greenway,

Mayor Moore explained that even if the Council passed a resolution to close North Second Street, it was not obligated to do so. He expressed his concerned about the total cost of the water plant expansion.

Councilman Stevens made a motion, seconded by Councilman Dunn, to adopt Resolution # 616 (3-2018). Unanimously approved.

**Resolution 616 (03-2018)**  
**Town of Smithfield**  
**to Close A Portion**  
**Of Second Street in Smithfield, North Carolina**

**WHEREAS**, the Town of Smithfield will be undertaking a large construction project to expand the capacity of the Water Treatment Plant to serve the growing population in the Town of Smithfield; as well as, the rural areas of Johnston County;

**WHEREAS**, such an expansion requires the construction of certain structures that are required by hydraulic means to be located at a short distance from the existing Treatment Plant facility;

**WHEREAS**, this expansion will entail the structures to encroach into the existing right-of-way of Second Street in the vicinity of the Water Treatment Plant; and

**WHEREAS**, vehicular traffic may safely route the same course of access through the Town via North Street and Buffalo Road; thereby not hindering the public flow of traffic;



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

The portion of Second Street from the intersection of Second Street and North Street to the intersection of Second Street and Hospital Road shall be closed to public vehicular traffic, effective September 1, 2018

## 2. Employee Handbook

Town Manager Michael Scott outlined changes to the employee handbook. They are as follows:

- **Section 10:** Section has been removed
- **Section 11:** Section has been removed
- **Section 14:** Section has been removed
- **Section 17: Starting Salaries**  
All persons employed in positions approved in the ~~position classification~~ **pay** plan shall be employed at least at the minimum hiring salary for the classification in which they are employed; however, exceptionally well qualified applicants may be employed above the hiring rate of the established salary range up to the mid-point of the hiring range for the position classification upon approval of the Town ~~Manager-Council~~. **The Town Manager may approve starting employees up to five percent (5%) above the minimum starting salary without Town Council Approval.**
- **Section 19: Merit pay – changed for clarification Section 19. Merit Pay**  
~~Upward movement within the established salary range for an employee is not automatic, but rather based upon specific performance related criteria. Procedures for determining performance levels and performance pay increases or other performance related movement within the range shall be established in procedures approved by the Town Manager. An employee is eligible for a performance evaluation with merit pay, subject to the quality of work performed, at the annual review periods that are established by the Town Manager for the entire Town and/or department, and every year thereafter. Merit Pay shall be based upon available funds and by approval of the Town Council. All pay increases are subject to available funds. Merit pay, when approved by the Town Council, will be available to all Town departments. Merit pay will be provided following annual evaluations, as approved by the Town Council during the annual budget process.~~
- **Section 20. ~~Merit Pay~~ – Bonus for Top of Salary Range Employees**  
~~Employees who are at the maximum amount of the salary range for their position classification are eligible to be considered for a Merit Bonus at their regular performance evaluation time during the same time period as other employees receive approved salary adjustments. Merit bonuses shall be awarded based upon the performance of the employee as described in the performance evaluation and in the same amounts as employees who are within the salary range. Merit bonuses shall be awarded in lump sum payments and do not become part of base pay. Merit Bonus Pay shall be based upon available funds and by approval of the Town Council.~~
- **Section 21: Salary Effect of Promotions, Demotions, Transfers, and Reclassifications** Promotions. The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility. When an employee is promoted, the employee's salary shall normally be advanced to the minimum rate of the new position, or to a salary which provides an increase of ~~5%~~, **10%** whichever is greater. **Career Ladder promotions will carry a 5% increase.** In the event of highly skilled and qualified employees, shortage of qualified applicants, or other reasons related to ~~the merit principle of employment~~, the Town Manager, with approval of the



Town Council, may set the salary at an appropriate rate in the range of the position to which the employee is promoted that best reflects the employee's qualifications for the job and relative worth to the Town. In no event, however, shall the new salary exceed the maximum rate of the new salary range. In setting the promotion salary, the Town shall consider internal comparisons with other employees in the same ~~or similar~~ jobs. Promoted employees will be required to complete a six-month probationary period. Annual evaluation date may be adjusted to coordinate with Town-wide evaluation dates.

- **Section 22:** Section has been removed
- **Section 25: Overtime Pay Provisions:** The change in this section included the following language:

Department Heads will report all overtime hours to ~~the Human Resources Department~~ **the Finance Department. The Police Chief may authorize additional overtime to be paid outside of FLSA restrictions, while remaining within budget allocations, during emergency or investigative situations, in order to secure needed staffing.**

- **Section 27: Call-back and Stand-by Pay: Call-back.** Non-exempt employees will be guaranteed a minimum payment of two hour's wages for being called back to work outside of normal working hours. Employees will not be paid while serving on call-back status unless actually called back and then only for the minimum two-hour period, or longer, if the time actually worked exceeds two hours. **Only hours actually worked will be used when calculating overtime.** "Call-back" provisions do not apply to previously scheduled overtime work. Exempt employees are not eligible for call-back and stand-by pay.

~~certification is received or the next fiscal year. Certification Pay increases, approved by the Town Manager after the first working day of the pay period, shall become effective at the beginning of the next pay period. Only one certification pay, per fiscal year, per employee shall be granted.~~

~~The Department Head must submit documentation showing that the employee has completed the requirements for Certification Pay to the Town Manager and Human Resources Officer for approval.~~

**Certification standards are as follows:**

**Low – Certification Pay:** ~~Employees may receive up to a 2% increase in hourly rate of pay for certifications that are job related and improve the basic skills of the employee provided that the training is above the requirements of the job currently being~~ **Stand-by.** Non-exempt employees required to be on "stand-by" duty will be paid for eight hours of work for each week of stand-by time they serve. Stand-by compensation for less than one full-week shall be determined by the ratio of .065 hours of pay per one hour of stand-by time. **For police officers, one hour is compensated for every 24 hour period he or she is on stand-by.** Hours actually worked while on stand-by are calculated beginning when the employee reports to the work site and is added to the regular total of hours worked for the week. **Time spent during actual "stand-by" is not considered hours worked when calculating overtime.** Stand-by time is defined as that time when an employee must remain near an established telephone or otherwise substantially restrict personal activities in order to be ready to respond when called. **Stand-by time must receive prior approval from the department head.**

- **Section 31: Certification Pay** has been removed
- **Section 34: Recruitment, Selection and Appointment** removed applicant interest card
- **Section 35: Probationary Period**

An employee appointed or promoted to a permanent position shall serve a probationary period. Employees shall serve a six (6) month probationary period, except that sworn police personnel, Water Plant Operators, and Department Heads shall serve a twelve (12)



month probationary period. During the probationary period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. ~~Employees~~ **Police Officers** serving twelve (12) month probation shall have a performance review ~~at the end of six (6) months~~ **as required in the police department field training program** as well as before the end of twelve (12) months. There are no automatic increases in salary for the employee at the end of a successfully completed probationary period.

○ **Section 38. Transfer**

Transfer is the movement of an employee from one position to a **similar** position in ~~a class a different department~~ in the same salary range. If a vacancy occurs and an employee in another department is eligible for a transfer, the employee shall apply for the transfer using the usual application process. The Department Head wishing to transfer an employee to a different department ~~or classification~~ shall make a recommendation to the Town Manager with the consent of the receiving Department Head. Any employee transferred without requesting the action may appeal the action in accordance with the grievance procedure outlined in this chapter. An employee who has successfully completed a probationary period may be transferred into the same classification without serving another probationary period.

○ **Section 44A:** Whistleblower policy is an adopted policy that is being added to the handbook

○ Acceptable use policy is an adopted policy that is being added to the handbook

○ Alcohol and Controlled Substance policy is an adopted policy that is being added to the handbook

○ **Section 68. Holidays: Compensations When Work is Required or Regularly Scheduled Off for Shift Personnel**

**Non-exempt, full time** employees required to perform work on regularly scheduled holidays may be granted compensatory time off **at the one and one-half rate** or be paid at their **hourly overtime** rate for hours actually worked in addition to any holiday pay to which they are entitled, **provided the employee has not missed any other work hours during that week. If the employee has missed additional work hours during that week, regular FLSA requirements would apply.**

○ **Section 70: 6 months Section 70. Vacation Leave: Use by Probationary Employees**

Employees serving a probationary period following initial employment may accumulate vacation leave but shall not be permitted to take vacation leave during the ~~probationary period~~ **the first six months of employment** unless approved in a pre-employment agreement. Employees shall be allowed to take accumulated vacation leave after six (6) months of service.

○ **Section 71: Vacation Leave: Accrual Rate**

Each full and **permanent** part-time employee of the Town shall earn vacation leave at the following schedule.

○ **Section 72A: Vacation Compensation**

**Payable in the first pay check in November of each year, every full-time employee who has successfully completed six months of employment with the Town of Smithfield by November 1 may request a minimum of eight (8) hours and a maximum of forty (40) hours of accrued vacation time be converted to salary. All income from this benefit is subject to state and federal deductions.**

**In order to be eligible, an employee must have no disciplinary actions since November 1 of the previous year and retain a minimum of forty (40) hours of accrued vacation leave as of November 1 of the current year. This benefit is available as the Town budget permits and as approved by the Town Council during the annual budget process.**



- **Section 73: Vacation Leave: Manner of Taking**  
Employees shall be granted the use of earned vacation leave upon request in advance and approval by the Department Head at those times designated by the Department Head which will least obstruct normal operations of the Town. Department Heads are responsible for insuring that approved vacation leave does not hinder the effectiveness of service delivery. ~~Vacation may be taken in a minimum of four hour (4 hour) increments unless approved in writing by the Town Manager.~~ **Vacation must be taken in one hour increments.**
- **Section 74: Vacation Leave: Payment upon Separation**  
An employee who has successfully completed six (6) months of the probationary period will normally be paid for accumulated vacation leave upon separation not to exceed ~~30 days~~ **240 hours** provided written notice is given to the supervisor at least two weeks in advance of the effective date of resignation. Any employee failing to give the notice required by this section shall forfeit payment for accumulated leave. The notice requirement may be waived by the Town Manager when deemed to be in the best interest of the Town. Employees who are involuntarily separated shall receive payment for accumulated vacation leave subject to the ~~30-day~~ **240 hour** maximum. Employees dismissed for criminal conduct may be determined ineligible to receive vacation pay.
- **Section 76: Sick Leave**  
Sick leave with pay is not a right that an employee may demand but a privilege granted by the Town Council for the benefit of an employee when sick. Sick leave may be granted to a probationary or regular employee absent from work for any of the following reasons: sickness, bodily injury, required physical or dental examinations or treatment, or exposure to a contagious disease, when continuing work might jeopardize the health of others. Sick leave, **up to five (5) days per calendar year**, may be used when an employee must care for a member of his or her immediate family who is ill. **Sick leave use in excess of five (5) days for this purpose requires prior Town Manager Approval.**
- **Section 78: Transfer of Sick Leave from Previous Employer**  
~~Unless approved by the Town Council,~~ **upon hire** the Town will accept only the transfer of up to 350 hours of sick leave hours for employees from other employers who are participants of the Local or State Employees Retirement System. The sick leave will be treated as though it were earned with the Town of Smithfield. The sick leave amount must be certified by the previous employer. This provision shall not be retroactive to policy adoption. **The transfer of more than 350 hours requires Town Manager approval and will be evaluated on a case by case basis.**
- **Section 87: Military Leave**  
Regular employees who are members of an Armed Forces Reserve organization or National Guard shall be granted two calendar weeks per year for military leave without pay. On rare occasions due to annual training being scheduled on a federal fiscal year basis, an employee may be required to attend two periods of training in one calendar year. For this purpose only, an employee shall be granted an additional ten days of military leave during the same calendar year. If the compensation received while on military leave is less than the salary that would have been earned during this same period as a Town employee, the employee shall receive partial compensation equal to the difference. The effect will be to maintain the employee's salary at the normal level during this period. If such duty is required beyond this ten workdays, the employee shall be eligible to take accumulated vacation leave or be placed in a leave without pay status, and the provisions of that leave shall apply. **Sick leave will not be used for this purpose.** While taking military leave, the employee's leave credits and other benefits shall continue to accrue as if the employee physically remained with the Town during this period. Employees who are eligible for military leave have all job rights specified by the Vietnam Veterans Readjustment Act
- **Section 102: Unsatisfactory Job Performance Defined**
  - k. **Insubordination (added to the section)**



- **Section 106: Pre-disciplinary conference meet with the HR Director Section 106.**

- Pre-disciplinary Conference**

- Before suspension, demotion, or dismissal action is taken, whether for failure in personal conduct or failure in performance of duties, the Department Head ~~and~~ **will consult with the** Human Resources Department ~~will~~ **and** conduct a pre-disciplinary conference. At this conference, the employee may present any response to the proposed disciplinary action to the Department Head ~~and Human Resources Department~~. The Department Head ~~and Human Resources Department~~ will consider the employee's response, if any, to the proposed disciplinary action, and will, within three working days following the pre-disciplinary conference, notify the employee in writing of the final decision to take disciplinary action, upon approval by the Town Manager. The notice of the final disciplinary action shall contain a statement of the reasons for the action and the employee's appeal rights.

- **Section 107: Non-Disciplinary Suspension**

- c. Terminate the employee should the employee be unable or unwilling to report to work to complete the internal investigation. (added to the section)**

- **Section 112: Personnel Advisory Committee**

- ~~The Personnel Advisory Committee may only be assembled and utilized in cases involving, suspension, demotion or discharge, or when grieving a promotional process. There is established a Personnel Advisory Committee, is composed of three persons designated by the Town Council, with authority to hear employees' grievances and recommend decisions to the Town Manager.~~

- **Section 114: Maintenance of Records**

- All documentation, records, and reports will be retained for a minimum of three (3) years and shall be held by the Human Resources Department. These records will be subject to review by the grievant, the employee's Department Head, the Town Manager, and the Town Council, **as applicable under State law**

- **Section 117: Personnel Actions**

- The Town Manager will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. There shall be one set of official personnel files, centrally located ~~as designated by the Town Manager~~ **in the Human Resources Office**. Any document not located there is not an official part of that employee's personnel record.

### **3. General Fund**

#### **a. General Government**

Town Manager Michael Scott highlighted some line items in the proposed FY 18-19 General Fund budget. They are as follows:

- **Salaries:** Salaries for the General Fund employees are divided among all three funds. Included in this budget was the addition of a Marketing Technician at a starting salary range of approximately \$40,500. Mayor Moore asked that a job description for this position be provided to the Council.
- **Legal Fees:** This line item increased by \$5,000 to allow for the use of outside council for reimbursement policies.
- **Legal Advertising:** This item increased because \$5,000 was moved from the Planning Department Budget to the General Government budget to account for all legal advertisements.
- **Capital Outlay:** Included in this line are office chairs, carpet for the Council Chambers, a digital marquis sign and an ID maker for employee badges.



**b. Finance**

Finance Director Greg Siler highlighted some line items in the proposed FY 18-19 Finance Department Budget. They are as follows:

- Salaries: Salaries for the Finance Department employees are divided among all three funds.
- Maintenance and Repair Equipment: \$4,200 is budgeted in this line for offsite storage of finance documents. The Town Manager explained that in the next budget year, the Police Department may propose to build storage on the vacant lot adjacent to the Police Department. This could be a shared storage space.
- Capital Outlay: \$2,675 was budgeted in this line for surveillance cameras at the collection clerks' windows.

**Adjourn**

Councilman Dunn made a motion, seconded by Councilman Stevens, to adjourn the meeting. The meeting adjourned at approximately 8:40 pm.

ATTEST:

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M. Andy Moore, Mayor

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Shannan L. Parrish, Town Clerk



The Smithfield Town Council met in regular session on Tuesday, May 1, 2018 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

Travis Scott, Mayor Pro-Tem  
Marlon Lee, District 1  
Dr. David Barbour, District 4  
Emery Ashley, At-Large  
John A. Dunn, At-Large  
Stephen Rabil, At-Large

Councilmen Absent

David Stevens, District 2

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  
Shannan Parrish, Town Clerk  
R. Keith Powell, Chief of Police  
Greg Siler, Finance Director  
Stephen Wensman, Planning Director

Present:

Bob Spence, Town Attorney

Administrative Staff Absent

Tim Kerigan, Human Resources/PIO

**CALL TO ORDER**

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

**INVOCATION**

The invocation was given by Mayor Pro-Tem Scott followed by the Pledge of Allegiance

**APPROVAL OF AGENDA:**

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

1. *Add a Close Session Pursuant to NCGS 143.318-11 (a)(3):To consult with the Town attorney on a legal matter*
2. *Add: Consent Agenda Item# 9: Special Event: Marlon Lee is requesting to allow amplified sound for community pick-up softball, baseball or kickball games at Smith Collins Park Saturdays or Sundays from now through September during the hours of 4:00 pm – 9:00 pm. Staff is requesting this be approved as an annual event.*
3. *Add: Consent Agenda Item #10: Special Event – Heidi Rittenhouse owner of Heidi's Two Wheel Café is seeking approval of a temporary use permit to have Jim Quick & Coastline Band at 1475 W. Market Street on May 13th, 2018. Amplified sound is requested from 2:00 pm – 6:00 pm.*
4. *Add: Consent Agenda Item #11: Consideration and Approval to renew the Memorandum of Understanding with the East Smithfield Improvement Organization to utilize the concession stand at Smith Collins Parks*
5. Remove Business Item #1 **Consideration and approval for amendments to the Downtown Smithfield Development Corporation's Bylaws**

Unanimously approved.

**PRESENTATIONS:**

**1. Police Department's 2017 Officer of the Year**

Captain James Grady addressed the Council on the Smithfield Police Department's 2017 Officer of the



Year. The award is given to the officer who shows great professionalism, community service, and dedication to the Police Department and The Town of Smithfield. The officer was nominated by secret ballot, completed by every member of the department. The officer receiving the most votes is then reviewed by a recognition committee consisting of four Lieutenants and the Captain of Patrol. The committee then makes a recommendation for Officer of the Year to the Police Chief, who makes the final decision. The Officer of the Year for the Smithfield Police Department, 2017 is Officer Joey Wheeler.

Officer Wheeler holds a Bachelors Degree in Criminal Justice Studies from Mount Olive College. Officer Wheeler has obtained his Advanced Law Enforcement Certification. Officer Wheeler has been with the Smithfield Police Department for 8 years. He has worked in the Patrol Division and is currently assigned to the Support Services Division.

Mayor Moore presented Officer Joey Wheeler with a plaque identifying him as the 2017 Police Officer of the Year.

## **2. American Public Power Association (APPA) Award: 2018 Platinum Member**

Public Utilities Director Ted Credle informed the Council that the Electric Department head received the APPA's platinum designation. Mr. Credle explained the Reliable Public Power Provider, or "R-P-3", program is a national designation given by the American Public Power Association. Currently, more than 243 of the nation's more than 2,000 public power utilities hold an RP3 designation; recognizing these utilities for providing communities with the highest degree of reliable and safe electric service. The designation recognizes community-owned, not-for-profit, public power utilities that exhibit operational excellence and demonstrate leading practices in 4 distinct areas: Reliability, Safety, Workforce Development and System Improvement. Through the RP3 program, utilities have a chance to learn, grow, and improve, as well as serve as an example for others striving for excellence. Designees complete a demanding application, over the course of several months. Applications are then reviewed by an 18-member panel comprising of national utility experts in safety, transmission and distribution, and system planning. Applicants must meet a minimum score to even be granted a designation. The RP3 designation will last for three years, starting on April 30, 2018 through April 30, 2021. With an earned score of 97 points out of a possible 100 points, the Town of Smithfield was designated a "Platinum" community.

Mayor Moore presented the American Public Power Award to Electric Superintendent Rodney Johnson and Public Utilities Director Ted Credle.

## **PUBLIC HEARINGS:**

- 1. Special Use Permit Request – Combine Mindz Tattoo Studio (SUP-18-04):** The applicant was requesting a special use permit to allow for a tattoo studio on property located within a B-3 (Business) zoning district. The property considered for approval is located on the southeast side of the intersection of Venture Drive and Peedin Road and further identified as Johnston County Tax ID# 15L11008V.

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

Planning Director Stephen Wensman addressed the Council on a request by Zach Rabil and Matt Wilkins of Combine Mindz Tattoo Productions seeking a special use permit to operate a tattoo studio within the existing Venture Drive Plaza located at 141 Venture Drive. In accordance with Town of Smithfield Unified Development Ordinance (UDO) Article 6, Section 6.5 Table of Uses and Activities, tattoo and body piercing establishments within the B-3 (Highway Business Entrance) zoning district are permitted with a valid special use permit issued by Town Council. The UDO does not list any additional performance standards for the use. Combine Mindz Tattoo Productions is proposing to occupy a twenty foot wide bay within the existing shopping center which was the former location of the Hooka House. Venture Place was constructed in 2001 appears to meet development regulations that were in place at the time of its approval and construction. Adequate parking and access exists on the site and the landscaped yards appear to be healthy and well maintained. Combine Mindz Tattoo Productions will qualify for a wall mounted sign at a rate of 1 square foot per linear foot of wall



or 25 square feet whichever is greater. The proposed use will also qualify for a sign permit to modify the existing ground mounted shopping center marque sign located on the site.

The Planning Department recommends approval of the special use permit request for a tattoo studio on property located within a B-3 (Highway Entrance Business) zoning district.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the May 1, 2018 agenda packet.

Mayor Moore asked the applicant if they were in agreement with the testimony provided by Mr. Wensman. Mr. Rabil and Mr. Wilkins stated they were in agreement with the testimony provided.

Mayor Moore asked if there were any questions from the Council

Mayor Pro-Tem Scott questioned the hours of operation. Mr. Rabil responded the hours would be Monday – Saturday from 11:00 am until 8:00 pm and closed on Sunday.

Mayor Moore asked if there were any comments/questions from those that had been duly affirmed to offer testimony. There were none.

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

### **The Written Finding**

Councilman Ashley made a motion, seconded by Councilman Dunn, to vote in the affirmative to all of the below eight Findings of Fact. Unanimously approved.

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

1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The special use will be in harmony with the existing development and uses within the area in which it is to be located.
3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.
7. Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.
8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.



## **Record of Decision: Approval of Conditional Use Permit Application Number SUP-18-04**

Councilman Ashley made a motion, seconded by Councilman Rabil, based upon satisfactory compliance with the above eight stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to recommend approval of Special Use Permit Application # SUP-18-04. Unanimously approved.

- 2. Special Use Permit Request Classic Touch Automobile Sales (SUP-18-05):** The applicant was requesting a special use permit to allow for an automobile sales lot on property located within a B-3 (Business) zoning district. The property considered for approval is located on the east side of Computer Drive approximately 250 feet northeast of its intersection with Fairway Drive and further identified as Johnston County Tax ID# 15O99006I.

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

Planning Director Stephen Wensman addressed the Council on a request by Danny Moowad seeking a special use permit to allow for used auto sales. The property was originally constructed as a self-serve car wash and was later converted into an auto repair business with one repair garage and associated office. A small addition was added onto the rear of the structure. The owner would like to close the auto repair business and conduct his auto sales business from the property. In accordance with Town of Smithfield Unified Development Ordinance (UDO) Article 6, Section 6.5 Table of Uses and Activities, car dealerships within the B-3 (Highway Business Entrance) zoning district are permitted with a valid special use permit issued by Town Council. The UDO does provide any additional performance standards for car dealerships. The existing site contains numerous non-conformities. The parking area currently encroaches on the Computer Drive right-of-way. The distance between the curb and the parking lot is 4' feet. New development or redeveloped sites with building or site expansions would be required to maintain a 15' front bufferyard in addition to rear and side bufferyards. The change in use does not involved any increase in parking, building area any other expansion, therefore, the change in use is exempted from other improvements such as curbing and landscaping (UDO Section 10.8.2). Staff does not see the existing parking lot encroachment creating an impact on health, safety, or welfare as it has been in existence since the site was originally constructed. The existing parking lot is large enough to support 5 cars for sale, a handicapped parking stall and two employee/guest parking spaces in the remaining two carwash bays. An existing vacuum island located in the proposed drive lane will need to be dismantled. A pickup truck topper is being used as a trash shelter in the north east corner of the parking lot behind the building. Any new signs for the proposed car dealership will require a separate sign permit issued by the Planning Department. None have been proposed at this time.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the May 1, 2018 agenda packet.

Mayor Moore asked if there were any questions from the Council

Councilman Ashley questioned the Town's recourse in the event the property has more than the allowable vehicles on the lot. Mr. Wensman responded in that instance, it would be a violation of the of the Special Use Permit and staff would bring the matter to the Town Council recommending the permit be revoked. The process could take several months.

Mr. Wensman explained that special use permits run with the property as long as operations does not cease in 180 days. Town Attorney Bob Spence responded that Town staff has sent car dealers letters with civil penalties, but he could not recall a special use permit ever being revoked.



Mayor Moore explained he had seen some car lots blocking their entrances with parked cars after business hours. he questioned if a condition should be placed on car lots stating that blocking entrances after hours was not permitted. Town Manager Michael Scott responded that he and Fire Chief John Blanton have discussed those issues and it was determined that the practice was a Fire Code violation. The Fire Inspectors have spoken with the property owners to remove the cars blocking the entrances. Mr. Wensman responded he didn't see a need for that condition.

Mayor Pro-Tem Scott stated there were currently problems in that area with junk cars. He questioned if the applicant had plans to have inoperable cars on the proposed lot. Mr. Wensman responded that the applicant planned to discontinue the auto repair business even though it is a permitted use in the zoning district. Mr. Wensman further explained that when you have auto repairs and auto sales on the same property it is usually an indication there will be junk cars. The property in question is not large enough to allow for many vehicles thus the reason staff is requesting the condition of only allowing 8 total cars to be on the property.

Mayor Moore questioned if the Council could put a condition whereby the applicant could not repair vehicles on the property. Mr. Wensman responded that condition could be made, but the sites wasn't conducive for an auto repair and auto sales business, but with that condition, no auto repairs of any kind could be conducted.

Councilman Ashley questioned if the applicant could do even minor maintenance to vehicles on site with the condition stated by Mayor Moore. Mr. Wensman responded the applicant would have to do perform any auto repairs off site.

Danny Moowad, the applicant, stated that the site was not large enough for more than five cars. He explained that he would not be dismantling cars and would not have junk cars on the lot. Mr. Moowad explained that potential buys did not want to see junk cars next to sales that were for sale.

Mayor Moore explained that he hoped Mr. Moowad would understand the Council's concerns because there was a car lot in the area that did have junk cars on its site. Mr. Moowad responded that customers do not have confidence in a business if they are coming to buy a car and there are junk cars on the lot. He further explained that was not how he would do business.

Councilman Ashley questioned if Mr. Moowad would need to do light maintenance to a vehicle before they were sold. Mr. Moowad replied that there was an enclosed bay that could accommodate any maintenance or repairs and no work would be conducted on any cars outside that bay.

Councilman Barbour inquired if Mr. Moowad would cease doing repairs on other people's vehicles and only work on vehicles he intended to sell. Mr. Moowad responded that there would be no public repair work completed on the site.

Councilman Ashley questioned if the applicant was agreeable to removing the vacuum island. Mr. Moowad responded the island had already been removed.

Mayor Moore asked the applicant if he was in agreement with the testimony provided by Mr. Wensman. Mr. Moowad testified he agreed with the testimony offered by Mr. Wensman

Mayor Moore asked if there were any comments/questions from those that had been duly affirmed to offer testimony. There were none.

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

### **The Written Finding**

Councilman Barbour made a motion, seconded by Councilman Dunn, to vote in the affirmative to all of the below eight Findings of Fact. Unanimously approved.

The Town Council shall issue a special use permit if it has evaluated an application through



a quasi-judicial process and determined that:

1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The special use will be in harmony with the existing development and uses within the area in which it is to be located.
3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.
7. Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.
8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

**Record of Decision: Approval of Conditional Use Permit Application Number SUP-18-05**

Councilman Barbour made a motion, seconded by Councilman Dunn based upon satisfactory compliance with the above eight stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to recommend approval of Special Use Permit Application # SUP-18-05 with the following conditions:

1. That the vacuum island be removed from the parking lot.
2. That no more than 5 vehicles for sale are on the property at any given time and no more than 8 vehicles in total including customers and employees.
3. Cease operation of outside auto repairs

Unanimously approved.

**CITIZENS' COMMENTS:**

1. Sarah Edwards Executive Director of the Downtown Smithfield Development Corporation informed the Town Council that the Ham and Yam Festival would be held this weekend. The festivities begin with the Kiwanis Supper on Thursday evening followed by the Ham and Yam Jam on Friday night. Ms. Edwards expressed her appreciation to Town Staff for preparing for the festival. Ms. Edwards announced that the Town of Smithfield is a quarterfinalist in the American Main Street Contest. The Town could potentially win \$25,000 for downtown revitalization. She encouraged everyone to vote.



## CONSENT AGENDA:

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

1. Approved the following Minutes:
  - April 3, 2018 – Regular Meeting
2. Special Event – Spring Carnival: Approval was granted to allow Powers and Thomas Midway Entertainment to hold a Spring Carnival at the Carolina Premium Outlets.
3. Special Event – Ham and Yam Jam: Approval was granted to allow Andrew Wagner, owner of the Little Brown Jug, to hold the second annual concert to benefit the Johnston Community College Foundation on Friday, May 4, 2018 from 6:00 pm until 11:00 pm at 101 West Market Street. The event will require a street closure and will have amplified sound. The event was also approved as an annual event.
4. Approved the renewal of an Agreement with Southern Corrosion, Inc. for Water Tank Management.

{Attached by reference and made a part of these official minutes is a copy of the Agreement between the Town of Smithfield and Southern Corrosion, Inc. which is on file in the Office of the Town Clerk}

5. Approved Resolution # 617 (04-2018) Authorizing the disposition of certain surplus property and auctioning of that property by the electronic auction service of GovDeals.com

### **TOWN OF SMITHFIELD RESOLUTION # 617 (04-2018) AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY AT PUBLIC AUCTION**

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

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

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

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

Dept.	Vin/Ser.#	Description
Police	2G1WS553X81262170	2008 Chevrolet Impala
Police	2G1WS553081262257	2008 Chevrolet Impala
Police	2B3KA43VX9H597270	2009 Dodge Charger
Police	2B3CL1CT5BH556479	2011 Dodge Charger
Police	2B3CL1CT7BH556484	2011 Dodge Charger
Police	2B3CL1CT5BH556482	2011 Dodge Charger
Police	28031	MPH, Inc. K55 Radar Single Antenna
Police	26538	MPH, Inc. K55 Radar Single Antenna
Police	11717	Kustom Signals Pro-1000
Public Works	1GBHC24U63Z190460	2003 Chevrolet 2500 HD
Public Works	1GCGC24UXYZ244213	2000 Chevrolet 2500
Public	1HTSHAAR2YH689804	2000 Navistar International Garbage



Works		Truck
Public Works	IFVABTDC54DN35719	2004 Freightliner Street Sweeper
Public works	5HK72384	1997 Caterpillar 416C backhoe
Public Works	0506121TD	2006 Morris Trailer Asphalt Hotbox
Planning	2G1WS55R279253693	2007 Chevrolet Impala

- The Town Manager or his designee is authorized to receive, on behalf of the Town Council, bids via public electronic auction for the purchase of the described property.
- The public electronic auction will be held beginning no earlier than May 14, 2018.
- The Town Council further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by GovDeals Inc. The property for sale can be viewed at [www.govdeals.com](http://www.govdeals.com). Citizens wanting to bid on property may do so at [www.govdeals.com](http://www.govdeals.com). The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; All items will be sold for cash or certified check only; Payment must be received for all items sold before they may be removed from the premises; All items sold must be paid for and removed from the site of the sale within 5 business days of the sale, or they will be subject to resale.
- The Town Clerk shall cause a notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), available on the Town of Smithfield website [www.smithfield-nc.com](http://www.smithfield-nc.com)
- The highest bid, if it complies with the terms of the sale, may be accepted by the Finance Director or his designee and the sale consummated.

#### 6. Approved Various Budget Amendments

	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
<b><u>GENERAL FUND</u></b>			
<b>1. Expenditure</b>			
10-10-4900-5300-4500 Planning - C.S. / Storm Water Planning	\$ 70,000	\$ 30,000	\$ 100,000
10-10-4900-5300-4501 Planning - Service Contracts	<u>\$ 45,000</u>	<u>\$ (30,000)</u>	<u>\$ 15,000</u>

To move monies budgeted for Storm Water Action Plan in service contracts to a designated Storm Water expense line

#### **GENERAL CAPITAL PROJECTS FUND**

<b>2. Expenditure</b>			
46-30-5600-5700-7407 Backhoe	\$ 100,000	\$ 24,000	\$ 124,000
46-40-5800-5700-7403 Street Sweeper	<u>\$ 250,000</u>	<u>\$ (24,000)</u>	<u>\$ 226,000</u>

To fund additional cost for backhoe with savings from street sweeper purchase

#### **ELECTRIC FUND**

<b>3. Expenditure</b>			
31-72-7230-5300-3100 Electric - Vehicle Supplies/Maintenance	\$ 18,000	\$ 20,000	\$ 38,000
31-72-7230-5300-4501 Electric - Service Contracts	<u>\$ 213,000</u>	<u>\$ (20,000)</u>	<u>\$ 193,000</u>

To fund additional truck maintenance

<b>4. Expenditure</b>			
31-72-7230-5300-4800 Electric - Non Demand Electric	\$12,800,000	\$ (6,406,175)	\$ 6,393,825



Purchase			
31-72-7230-5300-4801 Electric - Demand Electric	\$ -	\$ 5,250,000	\$ 5,250,000
Purchase			
31-72-7230-5300-4802 Electric - Debt	\$ -	\$ 1,156,175	\$ 1,156,175
	<u>\$12,800,000</u>	<u>\$ -</u>	<u>\$ 12,800,000</u>

To fund and separate NCEMPA electric cost

#### **J B GEORGE FUND**

##### **5. REVENUE**

40-61-3900-3900-0000 Fund Balance Appropriation	<u>\$ -</u>	<u>\$ 1,018</u>	<u>\$ 1,018</u>
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##### **Expenditure**

40-61-4100-5300-3400 J.B. George Projects	\$ 1,346	\$ 615	\$ 1,961
40-61-4100-5300-3410 J.P. George Projects	-	403	403
	<u>\$ 1,346</u>	<u>\$ 1,018</u>	<u>\$ 2,364</u>

To bring forward balances not spent from last fiscal year

##### **7. The following Advisory Board Appointments were approved:**

- Peggy Scott was reappointed to serve a second term on the Appearance Commission
- Scott Wright was reappointed to serve a third term on the Parks and Recreation Advisory Commission
- Paul Worley was appointed to serve a first term on the Historic Properties Commission

##### **8. New Hire Report**

<b><u>Position</u></b>	<b><u>Department</u></b>	<b><u>Budget Line</u></b>	<b><u>Rate of Pay</u></b>
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Temp. Animal Control Ofc.	Police	10-20-5100-5100-0200	\$20.35/hr.
Water Plant Operator Trainee	PU – Water Plant	30-71-7200-5100-0200	\$13.62/hr. (\$28,329.60/yr.)

##### **Current Vacancies**

<b><u>Position</u></b>	<b><u>Department</u></b>	<b><u>Budget Line</u></b>
Firefighter I	Fire	10-20-5300-5100-0200
Police Officer I	Police	10-20-5100-5100-0200
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220
Utility Line Mechanic	PU – Water / Sewer	30-71-7220-5100-0200
P/T Zoning Compliance Asst.	Planning	10-10-4900-5100-0200

- Special Event – Community Games: Approval was granted to allow Marlon Lee to have amplified sound for community pick-up softball, baseball or kickball games at Smith Collins Park Saturdays or Sundays from May through September during the hours of 4:00 pm – 9:00 pm. This was also approved as an annual event.
- Special Event – Jim Quick and the Coastline Band: Approval was granted to allow Heidi Rittenhouse, owner of Heidi's Two Wheel Café, to have Jim Quick & Coastline Band at 1475 W. Market Street on May 13th, 2018. Amplified sound was approved from 2:00 pm – 6:00 pm.
- Approval was granted to renew the Memorandum of Understanding with the East Smithfield Improvement Organization to utilize the concession stand at Smith Collins Parks



*{ Attached by reference and made a part of these official minutes is a copy of the Memorandum of Understanding between the Town of Smithfield and the East Smithfield Improvement Organization which is on file in the Office of the Town Clerk }*

Unanimously approved.

## **BUSINESS ITEMS:**

### **1. Acceptance of the Golden Leaf Foundation Grant & Approval of the Proposed Contractor**

Public Utilities Director Ted Credle informed and updated the Council on a Golden Leaf Foundation grant application. Mr. Credle explained the Golden Leaf Foundation issued the FY 2018 Community Based Grants Making Initiative to assist economic development in rural North Carolina. The Town of Smithfield submitted "Smithfield Water Delivery Initiative" for consideration in October of 2017. This initiative was to assist with the engineering, permitting and construction of a 16" water line along Durwood Stephenson Highway. This line would extend from the Jones Brothers water tank down Booker Dairy Road to Durwood Stephenson Highway extending to US Highway 70. As part of the approved Capital Improvement Plan (CIP), the survey, design & permitting for the proposed 16" water line connecting US-70 highway and Wilson's Mills Road was approved in the Town budget for FY 2017- 2018. To obtain approval from the North Carolina Department of Environmental Quality (NCDEQ) and the North Carolina Department of Transportation (NCDOT), design plans will have to be created and submitted for approval. To assist the Town in this process, a qualified contractor was selected and the proposed contract is included. After going through the grant application process, the Golden Leaf Foundation notified the Town on April 11, 2018 that the grant application was approved for the entire \$500,000 amount. The grant also requires a \$250,000 match from the Town, which brings the total value of the project to \$750,000. The funds for design & permitting of this project were approved as part of the FY 2017-2018 Town budget. Vision, NC submitted a proposal in the amount of \$42,100 for design of plans, detailing of specifications, permitting submittal, and bidding assistance. Town Manager Michael Scott explained that the \$250,000 matching funds from the Town have been included in the FY 2018-2019 draft water/ sewer fund budget.

Councilman Ashley made a motion, seconded by Councilman Rabil, to accept the Golden Leaf Foundation Grant and approve the contract with Vision, NC in the amount of \$42,100. Unanimously approved.

## **Councilmembers Comments**

- Councilman Ashley suggested that a committee be formed to meet with members of the Downtown Smithfield Development Corporation to review and discuss proposed changes to the DSDC by-laws. This would allow the Council to gain a better understanding of the changes. Councilman Ashley and Mayor Pro-Tem Scott agreed to serve on the committee. The committee will schedule a meeting with DSDC officials after the budget works session have been completed. Councilman Ashley stated at the last meeting Mr. Clancy petitioned the Council to have the white vinyl fencing extended on Outlet Center Drive. He questioned if any progress had been made on the request. Town Manager Michael Scott responded that no action had been taken because he assumed this would be discussed during the Public Works Department budget session. Mr. Ashley stated if the original committee needed to be reconvened to discuss this issue, they would revive the committee.
- Councilman Lee informed the Council that Mayor Andy Moore and East Smithfield Improvement Organization Chairman Tony Nixon were inducted into the Smithfield Selma High School's Hall of fame. Councilman Lee stated that a championship team is no greater than its weakest link. All of Smithfield is a team. While visiting a friend in South Smithfield, he discovered the difference between East Smithfield and South Smithfield. With the South Smithfield Elementary School's Annual Walk to School event coming up, he encouraged everyone to take time to walk through and visit other areas of Town. He explained he'd received calls complaining about the Police. Councilman Lee explained



that Mrs. Lucy Washington has attended the Council meetings for years and she talks about the flooding on Birch Street and nothing has been done to rectify that situation. He further stated that Smithfield is one team and they need to make things right for everyone who lives in Smithfield.

- Councilman Barbour informed the Council that he attended the SSS Strong Day which was a great event. That same day, he attended the dedication of Fire Station 2 which was a great event for West Smithfield. Another topic was the installation of sidewalks on Wilson's Mills Road. Dr. Barbour explained that the roadway was dangerous for pedestrians, but it appeared that since the Town does not own the road, there was nothing that the Town could do. He vowed to continue working on this project.  
Councilman Barbour further informed the Council that there were a lot of great things happening in West Smithfield such as: construction of the new storage facility at the site of the old Wendy's and construction of the new Dollar General next to Wallace Welding. There is also still a need for a local newspaper which he and others are continuing to pursue.

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

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

- Walk to School Event: Reminder to those who are interested, the South Smithfield Walk to School event is scheduled for May 8<sup>th</sup> to begin at 7:45 am at Civitan Park.
- Ham and Yam: Town Staff will be taking part in hosting a booth during the Ham and Yam event this Saturday. Representatives from our transportation engineering firm and our comprehensive planning engineering team will be present to solicit input from citizens on these extremely important issues
- Budget Meeting: The next budget meeting is tentatively scheduled for Monday, May 7<sup>th</sup> at 6:00
- Bella Square: The developer came in to obtain the necessary permits to continue building out the project. The developer informed staff that he is selling houses as fast as he can build them.

### **Department Reports**

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

**Close Session :** Pursuant to NCGS 143.318-11 (a)(3):To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Councilman Ashley made a motion, seconded by Councilman Rabil, to enter into Close Session pursuant to the aforementioned statute. Unanimously approved at 7:55 pm.

### **Reconvene in Open Session**

Councilman Dunn made a motion, seconded by Councilman Rabil to reconvene in Open session. Unanimously approved at 8:45 pm.

### **Recess**

Councilman Dunn made a motion, seconded by Councilman Barbour, to recess the meeting until May 7, 2018 at 6:00 pm in the Town Hall Council Chambers. The meeting recessed at approximately 8:47 pm.



ATTEST:

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M. Andy Moore, Mayor

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Shannan L. Parrish, Town Clerk



The Smithfield Town Council reconvened its May 1, 2018 meeting on Monday, May 7, 2018 at 6:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor Pro-Tem Scott presided.

Councilmen Present:

Emery Ashley, At-Large  
Marlon Lee, District 1  
David Stevens, District 2  
Dr. David Barbour, District 4  
John A. Dunn, At-Large  
Stephen Rabil, At-Large

Councilmen Absent

Mayor M. Andy Moore

Administrative Staff Present

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

**Reconvene: May 1, 2018 Meeting**

Mayor Pro-Tem Scott reconvened the meeting at 6:05 pm

**1. Amendment to the Agenda to add Budget Discussion**

Councilman Barbour made a motion, seconded by Councilman Stevens, to amend the agenda to include budget discussions. Unanimously approved.

**2. FY 2018 – 2019 Budget Discussions**

**a. Planning Department**

Planning Director Stephen Wensman highlighted some line items in the proposed FY 18-19 Planning Department Budget. They are as follows:

- Advertising: The advertising budget was removed from the Planning Department and added to the General Government Department
- Vehicle Supplies & Maintenance: This line was reduced by 33%.
- Condemnations: Will encumber \$50,000 from the current year's budget in this line item
- Service Contracts: Complete Engineering Standards Manual for \$30,000. This will be the same standard for all construction.

**b. Police Department**

Chief of Police R. Keith Powell highlighted some line items in the proposed FY 18-19 Police Department Budget. They are as follows:

- Employee Separation Allowance: This line item will increase by 16% due to the retirement of Captain Gentry slated for October of 2018.
- Utilities: This line item decreased by 23% due to the Sarah Yard Community Center having its own budget.
- Training and Education: This line item decreased by 39% because there are no travel expenses associated this year with CALEA.
- Community Policing Projects: Requesting \$4,000 for community policing projects.



- Capital Outlay: \$220,109 has been budgeted for the following capital outlay items: 3 patrol cars totaling \$87,000, 3 unmarked cars totaling \$81,600, 4 supervisor laptops totaling \$7,655, 2 squad video cameras totaling \$15,404 and 10 XG 75 radios totaling \$28,450.

#### **Career Ladder Changes:**

Chief Powell explained that the Police Department was proposing changes to the Career Ladder program. The changes would allow officers to move more quickly through the ranks from Police Officer I to Police Officers II to Master Police Officer. Career ladder promotions do not affect supervisory positions, but they do prepare Officers for supervisory roles when a position becomes available.

It was the consensus of the Council to put funds in the budget for the proposed changes to the career ladder program.

#### **Salaries:**

Chief Powell explained the difficulties of competing with neighboring Police agencies for qualified Police Officers. He explained that most Police agencies offer higher salaries, better benefits and a take home car. Mayor Pro-Tem Scott suggested that the Town contact an agency to conduct a salary study for not only the Police Department employees, but all Town employees.

Mayor Pro-Tem Scott made a motion, seconded by Councilman Barbour, to direct the Manager to contact an agency to conduct a pay study for all Town employees. Unanimously approved.

Councilman Stevens stated that the Council should be prepared to act on any results of a pay study.

#### **Take Home Care Program:**

Chief Powell estimated that the cost to implement a take home care program would be approximately \$600,000. Officers living within an eighteen mile radius of the Police Department would be permitted to take their police vehicle home.

The Council expressed some concerns about Police Officers not living inside the Town limits or even the ETJ and suggested that the program be used as more of an incentive. Chief Powell explained that nineteen officers out of twenty-four officers lived within the eighteen mile radius.

Councilman Stevens suggested that the Police Department investigate the possibility of converting patrol vehicles to propane to save the Town in fuel costs.

The Town Manager explained that if the vehicles were purchased at the same time with loan proceeds, the estimated annual payment would be \$134,000 for five years.

The Council suggested that the Chief of Police and the Manager work together to determine if this program could be implemented over a two or three year period.

### **c. Fire Department**

Fire Chief John Blanton highlighted some items in the proposed FY 18-19 Fire Department Budget. They are as follows:

- Salaries and Wages: The increase in this line item was due to the three new Firefighters that were hired last year through the Firefighter Assistance Grant. Approximately \$77,600 of grant proceeds will be received this fiscal year for these employees.
- Overtime: The increase in this line item is due to the addition of Station 2



- Utilities: The increase in this line item is due to the addition of Station 2
- Capital outlay: Replacement of 19 SCBA packs for a total of \$160,00, replacement of an SUV and equipment for a total of \$47,443, replacement of fire nozzles for a total of 16,380 and rescue Hydraulic Equipment for a total of \$101,352. Chief Blanton explained that the Fire Department applied for a grant to purchase the 19 SCBA packs, but the Town will not know if it has been awarded that grant until October.

**Ladder Truck:**

Chief Blanton explained that the ladder truck is one of the oldest in the Town's fleet. At seventy-five feet in height, the ladder will not reach the third floor of the hospital. Although it is still in fair condition, it does not meet the needs of the Town. Estimated cost of a new ladder truck would be \$1.126 million with a possible increase of 3 % to 5% at the time the order is placed.

The Town Manager explained that it takes eighteen months from the time the truck is ordered until it is received by the Town. Also, the ladder truck would be purchased through loan proceeds for 20 years. The estimated annual payment would be \$80,000.

**Adjourn**

Councilman Ashley made a motion, seconded by Councilman Stevens, to recess the meeting until Thursday, May 10, 2018 at 6:00 pm . The meeting adjourned at approximately 8:07 pm.

ATTEST:

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M. Andy Moore, Mayor

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Shannan L. Parrish, Town Clerk









# Request for Town Council Action

**Consent  
Agenda  
Item:**

**Application  
for  
Temporary  
Use Permit**

**Date:** 06/05/2018

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**Subject:** Temporary Use Permit

**Department:** Smithfield Parks and Recreation

**Presented by:** Planning Department

**Presentation:** Consent Agenda Item

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## Issue Statement

The Council is asked to authorize Smithfield Parks and Recreation to hold a River Rat Regatta on July 14, 2018 from 8:00 am to 3:00 pm. This event will be located at the corner of Front and Market Street.

## Financial Impact

## Action Needed

To approve the Temporary Use Permit Application

## Recommendation

Approve the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application





## Staff Report

**Consent  
Agenda  
Item:**    **Application  
for  
Temporary  
Use Permit**

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The Smithfield Parks and Recreation will hold a River Rat Regatta on July 14, 2018 from 8:00 am to 3:00 pm, with clean-up ending by 4:00 pm. This event will be held at the corner of Front and Market Street. They are requesting to close all of Front Street from 8:00 am to 3:00 pm. A live band will be performing; amplified sound will be used from 12:00 pm to 3:00 pm. Smithfield Police will be present for security and food will be available for purchase.





# Town of Smithfield's Planning Department

P.O. Box 761 or  
350 East Market Street  
Smithfield, NC 27577  
Effective: January 2008

## Temporary Use Permit Application

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

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

### TYPE OF EVENT

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

**PERMIT FEE \$100.**

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

River Rat Regatta  
Name of Event

Corner of Front/Market (L.B.I.)  
Location of Event (exact street address)

Applicant name Smithfield Parks & Rec E-mail address gary.johnson@smithfield-nc.com

Address 100 E. Booker Dairy Rd, Smithfield Zip 27577

Day phone 919 934 2148 Mobile phone 919 628 5454

Event set-up/start time/date 7/14/18 8:00 AM Event clean-up/end date/time 7/14/18 4:00 pm

Sound amplification hours 12:00 pm - 3 pm Will food or goods be sold? Yes

Security provided by Smithfield Police or private security (describe duties): Smithfield Police

Private agency name & phone, if applicable: \_\_\_\_\_

Will any Town property be used (i.e., streets, parks, greenways)? Boat Ramp / Front Street

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

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

GARY JOHNSON  
Applicants name (print)

[Signature]  
Signature

4-24-18  
Date

**PLEASE RETURN THIS PERMIT TO INSPECTIONS AND PERMIT DEPARTMENT WITH \$100.00 FEE.**

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

Reviewing Planner: [Signature] Date: 7/30/18  
(Note: See attached letter)









# Request for Town Council Action

**Consent  
Agenda  
Item:**

**Application  
for  
Temporary  
Use Permit**

Date: 06/05/2018

---

**Subject:** Temporary Use Permit

**Department:** Planning

**Presented by:** Planning Department

**Presentation:** Consent Agenda Item

---

## Issue Statement

The Council is asked to authorize The Light Church to hold a tent revival service June 25<sup>th</sup>-28<sup>th</sup>, 2018 from 7pm-11pm at 724 N. Brightleaf Blvd.

## Financial Impact

None

## Action Needed

To approve the Temporary Use Permit Application

## Recommendation

Approve the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application
3. Owner Consent





## Staff Report

**Consent  
Agenda  
Item:** **Application  
for  
Temporary  
Use Permit**

---

The Light Church is requesting to hold a tent revival at 724 N. Brightleaf Blvd June 25<sup>th</sup>-28<sup>th</sup>, 2018. The revival will be held from 7pm to 11pm. This is a not for profit event with amplified sound. Security will not be needed and no food or goods will be sold.





# Town of Smithfield Planning Department

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

## Temporary Use Permit Application

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

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

### TYPES OF EVENT

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

**PERMIT FEE \$100**

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

<u>Tent Revival / Light Church</u>	<u>724 North Brightleaf</u>
Name of Event	Location of Event (exact street address)

Applicant name Jewel Lee / The Light Church -mail address pastorlee@thelightchurches.org

Address 204 Homestead Way Clayton N.C Zip 27527

Day phone 919-333-3774 Mobile phone \_\_\_\_\_

Event set-up/start time/date June 25 / June 28 Event clean-up/end date/time June - July 1

Sound amplification hours 7-11 Will food or goods be sold? No

Security provided by Smithfield Police or private security (describe duties): \_\_\_\_\_

Private agency name & phone, if applicable: \_\_\_\_\_

Will any Town property be used (i.e., streets, parks, greenways)? \_\_\_\_\_

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

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

Jewel Lee [Signature] May 24, 2018  
Applicant's name (print) Signature Date

**PLEASE RETURN THIS PERMIT TO THE PLANNING DEPARTMENT WITH \$100.00 FEE.**

Method of payment: Cash ☒ Check # \_\_\_\_\_ Credit Card \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reviewing Planner: [Signature] Date: 5/25/18  
(Note: See attached letter)



May 29, 2018

Pastor Jewel Lee  
The Light Church  
400 Wall St  
Clayton NC 27520


Re: Church Fund Raiser – 724 N Brightleaf Blvd, Smithfield NC

Dear Pastor Lee:

This letter is to confirm that Mohamed and Sons, Inc. as owner of 724 N Brightleaf Blvd has authorized use of its property at 724 N Brightleaf Blvd for a fund raiser by The Light Church. The event will be held from June 25, 2018 to July 2, 2018. The Light Church will pay Mohamed and Sons, Inc. \$750.00 in advance, provide insurance for the event and will clean up the site after its conclusion.

If you have any further questions or concerns, please let me know.

Sincerely,

  
Teresa Daughtry  
Principal/Broker



*Deborah H. Narron*  
*expires 7-4-19*





# Request for Town Council Action

**Consent  
Agenda  
Item:**

**Application  
for  
Temporary  
Use Permit**

**Date:** 06/05/2018

---

**Subject:** Temporary Use Permit

**Department:** First Missionary Baptist Church

**Presented by:** Planning Department

**Presentation:** Consent Agenda Item

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## Issue Statement

The Council is asked to authorize First Missionary Baptist Church to hold a tent revival service July 31 - August 2, 2018 from 7:00 pm - 8:30 pm at 502 Martin Luther King, Jr. Drive

## Financial Impact

None

## Action Needed

To approve the Temporary Use Permit Application

## Recommendation

Approve the Temporary use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff report
2. Temporary Use Permit
- 3.





## Staff Report

**Consent  
Agenda  
Item:** **Application  
for  
Temporary  
Use Permit**

---

First Missionary Baptist Church is requesting to hold a tent revival at 502 Martin Luther King, Jr. Drive July 31-August 2, 2018. The revival will be held from 7:00 pm to 8:30 pm. This is a not for profit event with amplified sound. Private security will be used and food will be available but not for sale.





## Town of Smithfield's Planning Department

P.O. Box 761 or  
350 East Market Street  
Smithfield, NC 27577  
Effective: January 2008

### Temporary Use Permit Application

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

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

#### TYPE OF EVENT

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

#### PERMIT FEE \$100

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

First Missionary Baptist Church  
TENT REVIVAL

Name of Event

502 Martin Luther King Dr.

Location of Event (exact street address)

Applicant name Min. James Reid E-mail address areid112@gmail.com

Address 40 Durant Rd., Wilson Mills, NC Zip 27593

Day phone 919-934-1275 Mobile phone 919-798-1046

Event set-up/start time/date 2pm - 7-31-18 Event clean-up/end date/time 8:30pm - 8-2-18

Sound amplification hours 7-8:30 Will food or goods be sold? Not sold, but will have food

Security provided by Smithfield Police or private security (describe duties): Private

Private agency name & phone, if applicable: Next Level Living - Pastor, Dr. Carly Horroby - 919-215-2863

Will any Town property be used (i.e., streets, parks, greenways)? Smith Collins Park

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

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

Tina Martin  
Applicant's name (print)

Tina Martin  
Signature

5-27-18  
Date

**PLEASE RETURN THIS PERMIT TO INSPECTIONS AND PERMIT DEPARTMENT WITH \$100.00**

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

Reviewing Planner: [Signature]

Date: 5/29/18

(Note: See attached letter)









# Request for Town Council Action

**Consent  
Agenda Pay Plan  
Item:**  
Date: 06/05/2018

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**Subject:** FY 2019 Pay Plan

**Department:** General Government

**Presented by:** Mike Scott, Town Manager

**Presentation:** Consent

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## Issue Statement

Contained within the FY 2019 budget is a three percent salary adjustment to the Town's current pay plan. Attached for approval is the pay plan to be effective July 9, 2018 for all town personnel.

## Financial Impact

No impact in current fiscal year. Increases to go into effect on July 9, 2018. Adjustments are contained within FY 2019 budget proposal.

## Action Needed

Approve the pay plan as attached.

## Recommendation

Staff recommends approval of the attached pay plan.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report





# Staff Report

**Consent  
Agenda Item: Pay Plan**

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During the budget process for FY 2018-19, the Town Manager recommended a three percent (3%) salary adjustment for all personnel who have completed six months of probation. This also includes a three percent (3%) adjustment to the existing salary schedule. The attached salary schedule reflects these three percent (3%) adjustments. Council is asked to approve these changes to be effective July 9, 2018 to coincide with the **Town's payroll system.**



# Town of Smithfield

## Salary Schedule

JULY 09, 2018  
General Government

		F L S A	Pos Code			07/09/18 MIN Hourly Rate	07/09/18 MIN Annual Salary	7/09/18 MAX Annual Salary
	JOB TITLE							
	Administrative Secretary/Receptionist - Gen. Govt		20			12.22	25417.60	38884.10
	Administrative Support Specialist - GenGovt		22			14.17	29473.60	45102.87
	PC Specialist		1062			14.17	29473.60	45102.87
	IT Specialist	E	34			19.03	39582.40	60582.94
	Town Clerk	E	24			23.15	48152.00	73689.19
	Human Resources Director/PIO/Economic Development Liaison	E	27			27.08	56326.40	85357.76
	Town Manager	E	99				N/A	N/A



# Town of Smithfield

## Salary Schedule

JULY 09, 2018

Finance

		F L S A	Pos Code			07/09/18 MIN Hourly Rate	07/09/18 MIN Annual Salary	7/09/18 MAX Annual Salary
	JOB TITLE							
	Finance Assistant		12			14.17	29473.60	45102.87
	Accounts Payable Technician I		31			17.25	35880.00	55997.09
	Payroll/Accounting Technician II		14			18.13	37710.40	57674.16
	Purchasing Agent		48			18.13	37710.40	57674.16
	Finance Director	E	49			29.57	61505.60	94117.54



# Town of Smithfield Salary Schedule

JULY 09, 2018  
Planning

		F L S A	Pos Code			07/09/18 MIN Hourly Rate	07/09/18 MIN Annual Salary	7/09/18 MAX Annual Salary
	JOB TITLE							
	Administrative Support Specialist - Planning		23			14.17	29473.60	45102.87
	Zoning Enforcement Officer		51			17.25	35880.00	55997.09
	Minimum Housing Code Enforcement Officer		62			18.13	37710.40	57674.16
	Planner/GIS Technician		60			19.03	39582.40	60582.94
	Sr. Planner		61			19.99	41579.20	63625.47
	Planning Director	E	59			29.57	61505.60	94117.54



# Town of Smithfield

## Salary Schedule

JULY 09, 2018

Police

		F L S A	Pos Code			07/09/18 MIN Hourly Rate	07/09/18 MIN Annual Salary	7/09/18 MAX Annual Salary
	JOB TITLE							
	Administrative Secretary/Receptionist -Police		3032			12.22	25417.60	38884.10
	Administrative Support Specialist - Police		3045			14.17	29473.60	45102.87
	Police Records Clerk		3040			14.17	29473.60	45102.87
	Police Officer I (43 hr wk)		3043			16.05	35887.80	54883.24
	Police Officer II (43 hr wk)		3049			16.85	37676.60	57650.76
	Master Police Officer (43 hr/wk)		3047			17.71	39599.56	60562.04
	Police Accreditation Manager		3033			19.99	41579.20	63625.47
	Police Sergeant (43 hr wk)		3044			18.59	41567.24	63617.11
	Police Lieutenant (43 hr wk)		3048			20.51	45860.36	70158.53
	Police Captain	E	3057			24.32	50585.60	77400.39
	Police Chief	E	3059			31.05	64584.00	98831.77



# Town of Smithfield

## Salary Schedule

JULY 09, 2018

Fire

JOB TITLE	F L S A	Pos Code			07/09/18 MIN Hourly Rate	07/09/18 MIN Annual Salary	7/09/18 MAX Annual Salary
General Maintenance Worker - Fire		3010			10.54	21923.20	33534.61
Administrative Support Specialist - Fire		3019			14.17	29473.60	45102.87
Firefighter I (Day Shift)		3013			16.42	34153.60	52257.81
Firefighter I (ABC Shift - 42/hrs wk)		3012			15.64	34157.76	52237.75
Firefighter II (Day Shift)		3017			17.25	35880.00	55997.09
Firefighter II (ABC Shift 42 hr/wk)		3015			16.43	35883.12	54870.70
Fire Engineer (Day Shift)		3018			18.13	37710.40	57674.16
Fire Engineer (42 hr/wk)		3011			17.25	37674.00	57644.07
Fire Inspector I		3008			19.03	39582.40	60582.94
Fire Captain (42 hr/wk ABC Shift)		3016			19.04	41583.36	63647.20
Fire Marshall		3007			23.15	48152.00	73689.19
Assistant Fire Chief / Deputy Chief (Training/Safety Officer)	E	3002			26.82	55785.60	85357.76
Fire Chief/Dir. Emergency Services	E	3009			31.05	64584.00	98831.77



# Town of Smithfield

## Salary Schedule

JULY 09, 2018  
Public Works

JOB TITLE	F L S A	Pos Code			07/09/18 MIN Hourly Rate	07/09/18 MIN Annual Salary	7/09/18 MAX Annual Salary
General Maintenance Worker - Public Works		1003			10.54	21923.20	33534.61
Sanitation Worker		1004			11.07	23025.60	35239.75
Street Maintenance Worker		1005			11.63	24190.40	37011.76
Street Signs Specialist		1031			12.83	26686.40	40856.71
Sanitation Equipment Operator		1013			13.49	28059.20	42929.64
Equipment Operator Trainee		1016			13.49	28059.20	42929.64
Administrative Support Specialist - Public Works		1008			14.17	29473.60	45102.87
Animal Control Officer		3021			14.17	29473.60	45102.87
Equipment Operator		1011			14.17	29473.60	45102.87
Equipment Mechanic		1021			14.88	30950.40	47376.40
Public Works Crew Leader		1012			14.88	30950.40	47376.40
Facilities/Streets Maintenance Supervisor		2008			15.64	32531.20	49750.24
Sanitation Crew Supervisor		1007			15.64	32531.20	49750.24
Public Works Supervisor	E	1038			17.25	35880.00	55997.09
Public Works Director	E	1039			29.57	61505.60	94117.54



# Town of Smithfield

## Salary Schedule

JULY 09, 2018  
Parks & Recreation

		F L S A	Pos Code			07/09/18 MIN Hourly Rate	07/09/18 MIN Annual Salary	7/09/18 MAX Annual Salary
	JOB TITLE							
	Facility Maintenance Specialist I - Parks & Rec		1002			11.07	23025.60	35224.74
	Facility Maintenance Specialist II- Parks & Rec		2023			12.22	25417.60	38884.56
	Administrative Support Specialist -Parks/Rec		2005			14.17	29473.60	45102.87
	Parks & Grounds Crew Leader		2012			14.88	30950.40	47376.40
	Facility Maintenance Supervisor	E	1010			15.64	32531.20	49750.24
	Athletic Programs Supervisor		2006			18.13	37710.40	57674.16
	Recreation Programs Supervisor		2011			18.13	37710.40	57674.16
	Parks/Recreation Director	E	2019			29.57	61505.60	94117.54



# Town of Smithfield

## Salary Schedule

JULY 09, 2018

### SRAC

	JOB TITLE	F L S A	Pos Code	07/09/18 MIN Hourly Rate	07/09/18 MIN Annual Salary	7/09/18 MAX Annual Salary
	Assistant Aquatics Supervisor		2022	14.17	29473.60	45102.87
	Admin Support Spec. -Parks/Rec		2005	14.17	29473.60	45102.87
	Aquatics Center Supervisor		2016	19.03	39582.40	60582.94
	Recreation Center Supervisor		2013	22.05	45864.00	70178.59
	SRAC Director	E	2015	24.32	50585.60	77400.39



# Town of Smithfield

## Salary Schedule

JULY 09, 2018

Public Utilities-Water Plant								
	JOB TITLE	FLSA	Pos Code			07/09/18 MIN Hourly Rate	07/09/18 MIN Annual Salary	7/09/18 MAX Annual Salary
	Water Plant Trainee		1015			13.49	28059.20	42929.64
	Water Plant Operator I		1051			14.17	29473.60	45102.87
	Water Plant Operator II		1052			14.88	30950.40	47376.40
	Water Plant Operator III		1053			15.64	32531.20	49750.24
	Chief Water Plant Operator		1055			21.00	43680.00	68171.86
	Water Plant Chemist		1057			21.00	43680.00	68171.86
	Water Plant Supervisor	E	1059			23.15	48152.00	73689.19



# Town of Smithfield

## Salary Schedule

JULY 09, 2018

Public Utilities-Water/Sewer						
	JOB TITLE	F L S A	Pos Code	07/09/18 MIN Hourly Rate	07/09/18 MIN Annual Salary	7/09/18 MAX Annual Salary
	Utility Line Mechanic		1046	12.83	26686.40	40856.71
	Advanced Utility Line Mechanic		1045	13.49	28059.20	42929.64
	Pump Station Mechanic		1041	14.17	29473.60	45102.87
	Water Maintenance Technician		1048	14.17	29473.60	45102.87
	Utility Line Crew Supervisor		1049	15.64	32531.20	49750.24
	Wastewater System Technician		1047	15.64	32531.20	49750.24
	Water System Technician		1043	15.64	32531.20	49750.24
	Water/Sewer Superintendant		1050	23.15	48152.00	73689.19
	Water/Sewer Line Superintendent	E	1050	25.54	53123.20	81278.77



# Town of Smithfield

## Salary Schedule

JULY 09, 2018  
Public Utilities-Electric

JOB TITLE	F L S A	Pos Code			07/09/18 MIN Hourly Rate	07/09/18 MIN Annual Salary	7/09/18 MAX Annual Salary
Collections Assistant		11			12.22	25417.60	38884.10
Meter Reader		1081			12.22	25417.60	38884.10
Meter Technician		1060			12.83	26686.40	40856.71
Sr. Collections Assistant		13			12.83	26686.40	40856.71
Administrative Support Specialist - CS - PubUtil		1095			14.17	29473.60	45102.87
Customer Service Representative		1097			14.17	29473.60	45102.87
Sr. Customer Service Rep		1096			14.88	30950.40	47376.40
Engineering Technician		1070			16.42	34153.60	52257.81
Customer Services Supervisor		1098			18.13	37710.40	57674.16
Electric Line Technician		1064			18.27	38001.60	57483.62
Advanced Lineman		1065			18.98	39478.40	61596.79
Journeyman Lineman		1067			19.94	41475.20	63441.64
Electric Line Crew Leader		1066			20.94	43555.20	66641.20
IT Analyst/Billing Supervisor	E	35			21.00	43680.00	68171.86
Electric Distribution Superintendent	E	1069			24.32	50585.60	77400.39
Public Utilities Director	E	1099			31.05	64584.00	98831.77









# Request for Town Council Action

**Consent** **Career**  
**Agenda** **Ladder**  
**Item:** **Changes**  
Date: 06/05/2018

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**Subject:** Police Career Ladder Increases

**Department:** Police

**Presented by:** Mike Scott & Chief Powell

**Presentation:** Consent

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## Issue Statement

Due to changes in the police department's career ladder program, seven officers will meet criteria for movement on July 1, 2018

## Financial Impact

No impact in current fiscal year. Increases have ben budgeting within the police department salary line for FY 19.

## Action Needed

Approve the career ladder increases as attached.

## Recommendation

Staff recommends the approval increases.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report





## Staff Report

Consent  
Agenda  
Item

Police  
Career  
Ladder  
Changes

---

During the May 21, 2018 budget workshop, the Town Council approved a change in the **police department's career ladder program that allows Police Officer I, Police Officer II and Master Police Officers to move quicker through the promotional process. Part of the council's vote included the changes be effective July 1, 2018.**

This change in the career ladder process assists the police department by being more competitive in salaries with neighboring jurisdictions. Five (5) officers will move from Police Officer I to Police Officer II and two (2) officers will move from Police Officer II to Master Police Officer. Staff is asking for these changes and subsequent salary increases take effect **July 2, 2018 to coincide with the Town's payroll system.** Total impact on the FY 19 budget is \$13,142.





# Request for Town Council Action

**Consent** **Police**  
**Agenda** **Department**  
**Item:** **Promotion**  
Date: 06/05/2018

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**Subject:** Promotion  
**Department:** Police Department  
**Presented by:** Chief R.K. Powell  
**Presentation:** Consent Agenda

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## Issue Statement

This is a request to promote one officer from the rank of Police Officer I (PO I) to Police Officer II (PO II), moving from pay grade 16 to pay grade 17. Under the Town's Employee Handbook, all promotions to a higher pay grade will be accompanied by an increase to the next pay grade minimum salary or a 5% increase, whichever is greater.

## Financial Impact

This salary increase will be covered by the police department's current budget and will not require a budget amendment to the current salary line item. In this case the required salary increase for the current budget year will be \$253.79 (annually starting next year \$3,045.00).

## Action Needed

This Officer has followed the attached career ladder policy previously approved by the Council found in the support documentation and has earned the promotion. The Police Chief recommends this promotion and a five percent salary increase, moving him to the next pay grade in the current Town salary schedule (also see attached).

## Recommendation

It is requested this Officer be allowed this promotion

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Request from Officer
2. Department Policy



# Smithfield Police Department

## Interoffice Memorandum

Date: 04/25/2018  
To: Chief Powell *PK*  
From: Patrol Officer  
Subject: Career Ladder Advancement to Police Officer II.

This memorandum is a formal request for advancement to Police Officer II. The following is the information required by General Order 504 to proceed with a request concerning the Career Ladder Program.

I have over seven years of law enforcement experience. I was employed with the Robeson County Sheriff's Office as a Deputy Sheriff/Detention Officer from 09/2010 to 11/2014 (4 years 2 months). I was employed with the Whiteville Police Department from 12/2014 to 02/2017 (2 years 2 months). I have been employed with the Smithfield Police Department since 03/27/2017 (1 year). This satisfies the five years of previous law enforcement experience and one year with the Smithfield Police Department requirement.

Since starting my career in law enforcement, I have completed numerous training courses to help further my career. I have completed the required training for Police Officer I, as well as, the required training for the advancement to Police Officer II for the Smithfield Police Department. The following completed training is evidence I have met the requirements for Police Officer I and advancement to Police Officer II:

### Police Officer I:

- DWI Detection/Standardized Field Sobriety Testing
- Public Speaking
- Officer Survival I

### Police Officer II:

#### 40 of Hours (Community Policing):

- Crisis Intervention Team training (40hrs)

#### 40 of Hours of Traffic Enforcement Training:

- NC Radar Operator Certification (40hrs)

#### 40 of Hours Investigations Training:

- Drug Enforcement for Patrol Officers (24hrs)
- Drug Investigations (24hrs)



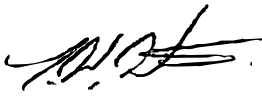
40 of Hours of Training in any Law Enforcement Topic:  
- Intoximeter Operator Certification (40hrs)

I have only received a Step One Oral Disciplinary action against me while employed with the Smithfield Police Department. I failed to report for an off-duty assignment on two different occasions, which resulted in being suspended from off-duty work for one month. I have received a satisfactory or better on my performance reviews.

I appreciate your time and consideration in this matter.

Sincerely,

CC: Lt. T. West  
Capt. J. Grady

 4/25/2018



Name:

Social Security No.:

Date of Birth:

Date of Employment:

SMITHFIELD POLICE DEPARTMENT  
TRAINING RECORD

COURSE TITLE	LOCATION	COURSE LENGTH	DATE COMPLETED
Intro to the Incident Command System	Dept of Homeland Security		11/29/2007
ICS for Single Resources & Initial Action Incident	Dept of Homeland Security		11/29/2007
National Response Plan	Dept of Homeland Security		11/29/2007
National Incident Management System	Dept of Homeland Security		12/01/2007
OC Pepper Spray	Online		09/20/2009
Hazardous Materials Certificate	NC Fire & Rescue Commission	Level I	06/11/2010
Taser X26 Certification	Robeson CC	4.5 hours	07/13/2011
Suicide Prev Training	Online	3 hours	05/17/2012
2015 Legal Update	Southeastern CC	4 hours	02/12/2015
Officer Safety: Use of Force Overview	Southeastern CC	4 hours	02/12/2015
JMST: A Juvenile-What Does it Have to do With Me?	Southeastern CC	2 hours	03/26/2015
Domestic Violence: Teen Dating Violence	Southeastern CC	2 hours	03/26/2015
Missing & Abducted Children	Southeastern CC	2 hours	03/26/2015
Law Enforcement Intelligence Update	Southeastern CC	2 hours	03/26/2015
Taser Version 19	Southeastern CC	5 hours	05/26/2015
Bloodborne Pathogens	Southeastern CC	2 hours	06/23/2015
Hazardous Materials	Southeastern CC	2 hours	06/23/2015
Active Shooter Overview	Southeastern CC	2 hours	06/23/2015
Emotional Survival	Southeastern CC	2 hours	06/23/2015
Crime Scene Investigation Refresher	Southeastern CC	8 hours	09/24/2015
Firearms In-Service & Qualification	Southeastern CC	8 hours	11/05/2015
2016 Legal Update	Southeastern CC	4 hours	02/11/2016
Law Enforcement Intelligence Update	Southeastern CC	4 hours	02/11/2016
2016 Juvenile Minority Sensitivity Training: "The Color of Justice"	Southeastern CC	2 hours	03/10/2016
Human Trafficking Awareness	Southeastern CC	2 hours	03/10/2016



DWI-SFST	JCC	28 hours	02/07/2018- 02/09/2018
Public Speaking	WTCC	16 hours	02/14/2018- 02/15/2018
Strategies to Improve LE Interactions & Relationships w/ Minority Youth	NC Justice Academy	2 hours	02/19/2018
Equality in Policing	Justice Academy	4 hours	02/19/2018
LE Intelligence Update	NC Justice Academy	2 hours	02/23/2018
Surviving Planned Attacks Against LEO	NC Justice Academy	4 hours	02/24/2018
Narcotics Administration	In-Service	3 hours	02/27/2018
Communication Skills/De-Escalation Techniques	NC Justice Academy	4 hours	03/16/2018
Drug Investigations	WTCC	24 hours	04/16/2018- 04/18/2018

\_\_\_\_\_  
Signature of Training Officer

\_\_\_\_\_  
Date





**Chapter 500**  
**Personnel Policy 504: Promotions & Career Development**  
**Effective Date: January 1, 2014 Revised Date: September 1, 2015**  
**Approved by: Chief Michael L. Scott**

*Michael L. Scott*

**I. POLICY STATEMENT**

It shall be the policy of the Department to select the most qualified candidates to fulfill the duties and responsibilities of each position within the agency. All aspects of this policy are in keeping with the Department's goals as an equal opportunity employer.

**II. COMMENTARY**

The purpose of this directive is to establish guidelines for the administration of the Department's promotion process.

A career ladder program will provide for the advancement of police officers who demonstrate increasing levels of knowledge, skills, and abilities. Advancement and promotional processes will be administered fairly and impartially, using testing and evaluation mechanisms that evaluate past performance as well as future potential through the use of job-related criteria.

**III. PROCEDURES**

**A. Administration**

1. The Smithfield Police Department is responsible for the administration of the promotion process. When deemed necessary, assistance may be utilized from other entities within or outside of Town government.
2. The Chief of Police has the authority and responsibility for administering the Department's promotion process. All promotional materials will be maintained and secured in the Chief's office.
3. Responsibilities of the Chief of Police include:
  - a) Maintaining authority over all phases of the process
  - b) Determining the skills, knowledge, and abilities required for each position
  - c) Initiating promotional processes on an as-needed basis
  - d) Selecting a candidate for promotion at the completion of the process



4. The Chief of Police may delegate selected duties to other Departmental employees to facilitate the promotional process.

5. When it is deemed in the best interest of the Department, the Chief of Police may waive any of the prescribes qualifications or eligibility requirements, except those established by the North Carolina Criminal Justice Education and Training Standards Commission or other legal authority.

B. Vacancy Announcements

1. Prior to the commencement of any promotional process, the Department will post written notices announcing the following information:

- a) Description of the position to be filled;
- b) Description of eligibility requirements;
- c) Closing date

2. Personnel eligible to participate in the promotional process will submit a letter of intent through the chain of command to the Chief of Police. The candidate's supervisor and each person in the chain of command will indicate approval or disapproval of the candidate's suitability to participate in the process. Disapprovals must be justified in writing and forwarded to the Chief of Police.

3. Once the application period for the given position has been officially closed, all eligible applicants who meet the minimum requirements for the position will be considered for the Department's promotional process. The Chief of Police or designee will ensure the eligibility of the applicants prior to the beginning of the promotion process.

4. When deemed necessary, the Chief of Police has the authority to order a written test for any promotional process. Written tests given will be standardized, validated, and approved by the Town Human Resources Department.

5. An officer who is not recommended for promotion by his/her supervisor will receive a written recommendation for improvement and a follow-up date for review by the supervisor. The officer has the right to appeal through the appropriate chain of command to the Chief of Police.

C. Promotional Procedures

1. Chief of Police or designee will conduct a review of applicable Human Resources and Departmental personnel records in order to evaluate the promotional potential of the candidates. This review serves to verify law enforcement credentials, certifications, and work performance history of the applicants to ensure that the minimum qualifications have been met for each applicant. Candidates are not ranked at this point of the process; however, candidates who do not meet all the preferred qualifications for the position may be eliminated at this stage of the process. Candidates are ranked according to their promotional potential only at the completion of the assessment center phase of the promotion process.



2. The promotional process will consist of an assessment designed to measure each candidate's ability to perform the specific job; The assessment will evaluate each candidate's performance in handling job-related problems and situations through specially-developed simulation exercises; Promotional assessments may include, but are not limited to, written projects, oral presentations, oral interviews, conflict role plays, and counseling role plays.
3. Prior to each promotional process, promotional procedures will be reviewed to determine current applicability. A description of the selection process will be provided to each candidate.
4. The Chief of Police will evaluate the Department's promotional process as needed. The process will be evaluated for validity and effectiveness. All components of the promotion process will be job related and non-discriminatory. Tests used in the process will be purchased from a commercial vendor that have completed validity studies for job relatedness and non-discriminatory practices.
5. For general promotional purposes, lateral entry from other agencies for supervisory positions will not be commonly practiced. However, prior experience at another law enforcement agency may be used toward meeting the requirements for a higher level position after initial entry requirements (including probationary period) are met. Prior experience with another agency will be assessed and a lateral-entry candidate's eligibility for hire above the classification of entry level officer will be evaluated by the Chief of Police on a case-by-case basis. (Exception to this is the position of Chief of Police and any other senior management positions as determined by the Town Manager).
6. Newly hired and newly promoted personnel will serve a probationary period of six months as required by the Town of Smithfield *Personnel Policy*. An evaluation of performance will be conducted after the completion of six months for newly promoted personnel. Newly hired personnel will be evaluated in accordance with Departmental standards.

D. Minimum Qualifications for Promotion

1. Sergeant

To be eligible for promotion to the position of Sergeant, candidates must:

- a) Have served as a Police Officer II for two years;
- b) Have completed a total of 172 training hours;
- c) Within 12 months of promotion to Sergeant, an officer must complete First Line Supervision;
- d) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- e) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- f) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.



2. Lieutenant

To be eligible for promotion to the position of Lieutenant, candidates must:

- a) Have served as a Sergeant for two years;
- b) Have completed a total of 80 hours of Management/Supervision Training;
- c) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- d) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

3. Captain

To be eligible for promotion to the position of Captain, candidates must:

- a) Have served as a Lieutenant with the Smithfield Police Department for two years;
- b) Have been awarded the Advanced Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- c) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- d) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

7. Newly hired and newly promoted personnel will serve a probationary period of six months as required by the Town of Smithfield *Personnel Policy*. An evaluation of performance will be conducted after the completion of six months for newly promoted personnel. Newly hired personnel will be evaluated in accordance with Departmental standards.

E. Review and Appeal

1. Within (5) working days of the conclusion of a promotional process, candidates may review their performance results in each element of the promotional process to include:

- a) Review of the answer key to any written exams administered, unless prohibited by the leaseholder of the test
- b) Review of the written results of scored elements of the selection process
- c) Review of reports/materials used in the selection process



However, in accordance with NCGS 160A-168(C1), testing or examination materials may be withheld from disclosure to the employee or other persons if the material was used solely to determine qualifications for promotion and in the opinion of the agency the disclosure of such material would compromise the objectivity or the fairness of the testing or examination process.

2. Candidates may contest any results filed by requesting a meeting with the Chief of Police or designee administering the process. The Chief of Police or designee will conduct a review of the report(s) and discuss findings with all staff in the supervisory chain of command.

3. The Chief of Police or designee will inform the contesting employee of the final decision at the completion of the review.

4. If an employee feels that fair treatment has not been received during any portion of the promotional process, he/she is urged to use the Department's grievance procedures contained in Policy 507.

#### F. Career Ladder

1. The career ladder program will include the following classifications.

- a) Police Officer I
- b) Police Officer II
- c) Master Police Officer

2. Each level in the career ladder will have certain minimum requirements necessary to qualify for advancement or promotion to the next level. Upon fulfilling the requirements necessary for advancement to Police Officer II and Master Police Officer the officer will submit a memorandum to the Chief of Police containing the following information:

- a) Hire date
- b) Date of last advancement, if applicable
- c) Level of education
- d) Complete list of required classes and dates attended
- e) Date awarded applicable law enforcement certificate(s)

3. This memorandum must be endorsed by the officer's Team Commander and the appropriate Division Commander. The Division Commander will forward the memorandum to the Chief of Police after having verified the information contained therein.

4. An officer who is not recommended for advancement will receive a written recommendation for improvement and a follow-up date for review by the supervisor. The officer has the right to appeal through the appropriate chain of command to the Chief of Police.

5. After consideration of all factors deemed relevant by the Chief of Police, the officer will be notified of the advancement decision within 30 days following receipt of the memorandum by the Chief of Police.



G. Minimum Qualifications for Advancement

1. Police Officer I

Entry-level candidates must:

- a) Meet the basic requirements established by the North Carolina Criminal Justice Education and Training Standards Commission
- b) Meet minimal requirements for employment with the Town of Smithfield as set forth in the Town of Smithfield Personnel Policy
- c) Appear before a Department review board made up of officers selected by the Chief of Police
- d) Pass an extensive background investigation and successfully complete a psychological evaluation, physical examination, drug test, and polygraph examination

All finalists will be interviewed by the Chief of Police. Within the first two years of employment, officers are required to attend the following classes after completing Field Training:

- a) Officer Survival (minimum 24 hours)
- b) Standardized Field Sobriety Testing
- c) Public Speaking

2. Police Officer II

To be considered for advancement to Police Officer II, candidates must:

- a) Have completed the following time in grade as a Police Officer I, based on level of education:

No Degree -3 years as a Police Officer I

Associate Degree - 2 years as a Police Officer I

Bachelors Degree - 1 year as a Police Officer I

An officer with a minimum of five years full-time previous law enforcement experience with another agency will be eligible for advancement to Police Officer II after one year of service with the Smithfield Police Department, provided that all other requirements for Police Officer II are met.

- b) Have completed a total of 160 training hours, including:
  - 40 hours of Community Policing Training
  - 40 hours of Traffic Enforcement Training
  - 40 hours of Investigations Training
  - 40 hours of training in any law enforcement topic



- c) Have been awarded the Basic Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission
- d) Have received a rating of "Satisfactory" or higher on the last annual performance appraisal
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

### 3. Master Police Officer

To be considered for advancement to Master Police Officer, candidates must:

- a) Have served as a Police Officer II for two years

An officer with a minimum of five years previous full time law enforcement experience with another agency will be eligible for advancement to Master Police Officer after one year of service with the Smithfield Police Department as a Police Officer II, provided that all other requirements for Master Police Officer are met.

- b) Have completed a total of 280 training hours, including:

40 hours of Management/Supervision Training

80 hours of Community Policing Training (includes 40 hours as Police Officer II)

160 hours of training in any law enforcement topic

- c) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission
- d) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.





# Request for Town Council Action

**Consent  
Agenda  
Item:**

**Fire  
Department  
Firefighter II  
Promotion**

**Date:** 06/05/2018

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**Subject:** Firefighter II Promotion

**Department:** Fire

**Presented by:** Chief John Blanton

**Presentation:** Consent Agenda

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## Issue Statement

The Fire Department currently has an eligible firefighter that has met all requirements to promote to the position of Firefighter II within the Fire Department Career Ladder.

## Financial Impact

The department budgeted an increase for this promotion in the current Fiscal Year of 2017/2018.

## Action Needed

Council to approve this promotion within the department's Career Ladder.

## Recommendation

To approve the career ladder promotions.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report





# Staff Report

Consent  
Agenda  
Item:

Fire  
Department  
Firefighter II  
Promotion

---

## Smithfield Fire Department Career Ladder Policy

### PURPOSE

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

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

### POLICY

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



## **ELIGIBILITY REQUIREMENTS**

### **Firefighter I**

- High School Diploma or GED
- Must have and maintain a valid NC **driver's** license
- NC Fire and Rescue Commission Firefighter Certification
- NC Fire and Rescue Commission Hazardous Materials Level 1 Responder Certification
- NC Emergency Medical Technician Certification
- Must successfully complete departmental testing
- National Incident Management IS-700
- National Incident Management IS-800
- NC Class B **Driver's License must be obtained within 6 months of hire date**

### **Firefighter II**

- Must have served twenty-four (24) months as a Firefighter I with The Town of Smithfield Fire Department
- NC Fire and Rescue Commission Emergency Vehicle Driver Certification
- NC Fire and Rescue Commission Technical Rescuer Certification
- Completion of departmental Driving Programs for all apparatus
- Must be at least 21 years of age
- National Incident Management ICS-100
- National Incident Management ICS-200
- Must successfully complete departmental testing









# Request for Town Council Action

**Consent  
Agenda  
Item:**

**Update the  
Capital  
Improvement  
Plan**

Date: 06/05/2018

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**Subject:** Update the Capital Improvement Plan

**Department:** Public Utilities

**Presented by:** Ted Credle

**Presentation:** Consent Item

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## Issue Statement

The Public Utilities Department has updated the proposed Capital Improvement Plan and is requesting the Council to approve this plan

## Financial Impact

None

## Action Needed

Approve the Capital Improvement Plan (CIP) for the Public Utilities Department

## Recommendation

Staff recommends the approval of the updated CIP

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

Attachments:

1. Staff Report
2. Existing Capital Improvement Plan
3. Proposed Capital Improvement Plan





# Staff Report

**Consent  
Agenda  
Item:** **Update the  
Capital  
Improvement  
Plan**

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In order to stay competitive for future grants and loans through the State's various programs, each applying governing body needs to have a current Capital Improvement Plan (CIP) that outlines the future direction of the Utility Department. The current 10-year CIP was approved in January of 2018.

This plan addresses the long-term direction of the Department; as well as, addresses future Town needs in the areas of growth management and stability of water supply. The updated CIP furthers the long running issues of electric voltage conversion, I&I in the sewer collection system, and the upgrade of the Town utility infrastructure.

The Public Utilities Department recognizes that any funding for a capital improvement **project must be approved by Town Council as part of the fiscal year's budget process** and that the 10-year CIP is a projected road map of where the Department believes future capital expenditures will be needed.





**TOWN OF  
SMITHFIELD**

**PUBLIC UTILITIES**

**10 YEAR  
CAPITAL PLAN**

**June 5, 2018**



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- Manhole Rehabilitation
- Vactor Truck
- Service Truck Vehicles
- System Improvements on Buffalo Road



## Public Utilities 10-Year Capital Improvement Plan

### Electric Division

Project: Smart Meter Deployment

Description: The Town proposes to acquire and install Smart Grid metering infrastructure for the electric utility and residential & commercial customers. The project will be “phased in” over the course of five (5) years to accommodate the large capital expenditure.

Justification: The benefits of Smart Grid technology are widely known (accuracy in metering, alerts to incidents, customer self-management, etc.). Building upon the success of the pilot program will enable all Town customers to reap the benefits.

Fiscal Year Estimated Expenditure:	2018-2019	\$500,000
	2019-2020	\$500,000
	2020-2021	\$150,000
	2021-2022	\$50,000
	2022-2023	\$50,000
	2023-2024	\$0
	2024-2025	\$10,000
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0

Project: Town-wide Voltage Conversion

Description: Replacement of distribution transformers in service areas fed by the Brogden Road transformer.

Justification: The Brogden Road station was constructed without permanent distribution transformers. To save cost, step down transformers were installed in that service area. The replacement of the transformers with higher voltage units, provides a more stable supply that is less susceptible to demand outages. This project has been on-going for multiple years and will continue for many years to come. The design of the circuit will allow the Town to begin using the second transformer as it was originally intended.

Fiscal Year Estimated Expenditure:	2018-2019	\$300,000
	2019-2020	\$300,000
	2020-2021	\$300,000
	2021-2022	\$250,000
	2022-2023	\$500,000
	2023-2024	\$500,000
	2024-2025	\$500,000
	2025-2026	\$400,000
	2026-2027	\$250,000
	2027-2028	\$500,000



Project: Generator for Load Management at Town Lift Stations

Description: Four (4) of the Town lift stations will need a generator to participate in the Town's load management program. These stations are identified as #4, #5, #11, & #16.

Justification: By installing a generator at each of these four (4) stations, the stations will have the ability to participate in load management; which would result in power savings for the Town. A secondary effect of the installation is to provide backup power at each of these stations, in the event of an emergency.

Fiscal Year Estimated Expenditure:	2018-2019	\$0
	2019-2020	\$0
	2020-2021	\$50,000
	2021-2022	\$50,000
	2022-2023	\$50,000
	2023-2024	\$50,000
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0

Project: Replace Electric Bucket Truck

Description: The bucket truck will be used to replace an aged vehicle in the fleet. This truck is used in the repair and replacement of electric transmission and service lines throughout the Town. This particular truck allows for access to the wires which are suspended 30'-40' in the air.

Justification: One (1) of the two (2) bucket trucks in the fleet is aged (~20 years old) and is in ever-escalating need of repair. This expenditure will be used to replace a vital vehicle in the Electric Division fleet. It is proposed to spread the cost of this truck over two years.

Fiscal Year Estimated Expenditure:	2018-2019	\$150,000
	2019-2020	\$0
	2020-2021	\$0
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$150,000
	2026-2027	\$150,000
	2027-2028	\$0



Project: New Tractor

Description: The tractor will be used to haul a grass cutter behind so the Electric Division will be able to maintain the electric easements in the Town.

Justification: The need to maintain the electric easements is obvious. Often the trucks cannot access the necessary pole, where the repair is specified, due to small trees and thick underbrush. This acquisition is intended to remedy the situation by enabling the Electric Division to clear the easements and access the work site.

Fiscal Year Estimated Expenditure:	2018-2019	\$0
	2019-2020	\$75,0000
	2020-2021	\$75,000
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0

Project: Delivery Point #3

Description: The Town will design & construct a third delivery point in the north end of Town to replace the substation on Hospital Road.

Justification: The need to update the aged electric infrastructure grows ever more pressing each year. The "lower" supply-side voltage lines (115 kVa) are being phased out by Duke Energy, so all new stations will be on the "higher" supply-side voltage (230kVa). This is the more stable supply of power that the Town is converting our infrastructure to, and this updated delivery point will dovetail into the Town conversion project. Once constructed the entire Town could have the ability to be run from either station, which would reduce the probability of outages.

Fiscal Year Estimated Expenditure:	2018-2019	\$75,000
	2019-2020	\$575,0000
	2020-2021	\$500,000
	2021-2022	\$1,000,000
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0



Project: Design & Construct "North" Circuit  
 Description: The Town will design a new circuit to service the north end of Smithfield, in preparation for increased demand that is anticipated with Town growth.  
 Justification: The Brogden Road station was constructed with enough capacity to carry about twice as much load than the station currently is burdened. A big advantage of having excess capacity is the ability to support growth. The Town will need a circuit along the Booker Dairy Road corridor to support growth in that area of Town, as it develops and grows..

Fiscal Year Estimated Expenditure:	2018-2019	\$75,000
	2019-2020	\$50,000
	2020-2021	\$500,000
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0

Project: System Improvements on Buffalo Road  
 Description: The Town will improve the electric system along Buffalo Road to facilitate residential development in that area and facilitate anticipated Town growth.  
 Justification: The Buffalo Road area has long been thought to be the most logical area of new "green" growth in the Town of Smithfield. This system improvement will enable residential development to occur in the area at our northernmost service area. This development also allows for the Town to have existing service within close proximity to the proposed Kellie Drive connection onto Buffalo Road, which gives new customers a choice of service.

Fiscal Year Estimated Expenditure:	2018-2019	\$175,000
	2019-2020	\$175,000
	2020-2021	\$175,000
	2021-2022	\$175,000
	2022-2023	\$175,000
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0



## Water Plant Division

Project: River Bank Refurbishment

Description: The Water Plant will rehabilitate the river bank in the area of the River intake to restore the river bank to its original dimensions, design, and purpose.

Justification: Through the years natural water course erosion has washed away the river bank to a point that the water intake for the Water plant is more susceptible to sand infiltration. Also, the river bank has eroded to the point that the controls for the gates, valves and intake are being physically undermined by the river.

Fiscal Year Estimated Expenditure:	2018-2019	\$200,000
	2019-2020	\$0
	2020-2021	\$0
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$75,000
	2024-2025	\$0
	2025-2026	\$75,000
	2026-2027	\$0
	2027-2028	\$0

Project: Water Plant Enlargement

Description: The Water Plant will be enlarged by constructing the 4<sup>th</sup> process train, per the original design plans of the plant

Justification: To meet the increasing demand from both the County and anticipated growth in the Town, the Water plant will need to be able to draw, treat, and distribute more water in the coming years. This enlargement will enable the Town to meet the need and ensure adequate supply for the Town, as we move forward. Although the plan includes a proposed budget, it is anticipated this will cost many millions of dollars and will require State Revolving Fund assistance.

Fiscal Year Estimated Expenditure:	2018-2019	\$150,000
	2019-2020	\$6,000,000
	2020-2021	\$9,000,000
	2021-2022	\$2500,000
	2022-2023	\$100,000
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0



Project: Sludge Process Upgrades  
 Description: The water plant will make upgrades to the sludge processing system  
 Justification: The water plant will need upgrades to the sludge processing system to accommodate increased sludge from the enlarged plant, as well as, provide the possibility to process sludge from outside sources as a potential revenue stream.

Fiscal Year Estimated Expenditure:	2018-2019	\$0
	2019-2020	\$0
	2020-2021	\$0
	2021-2022	\$50,000
	2022-2023	\$75,000
	2023-2024	\$75,000
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0

Project: SCADA Upgrade  
 Description: The Town will institute SCADA system upgrades at all lift stations and at the water meters at the delivery points for the County.  
 Justification: The evolving technologies used in modern communications will out-date itself within 3-5 years. The Town will undertake an upgrade to keep the communication devices at its remote sites modern and efficient. This will take place over the course of multiple years to help offset the high cost.

Fiscal Year Estimated Expenditure:	2018-2019	\$50,000
	2019-2020	\$75,000
	2020-2021	\$0
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$50,000
	2024-2025	\$50,000
	2025-2026	\$50,000
	2026-2027	\$50,000
	2027-2028	\$0



Project: South Smithfield Elevated Storage Tank/System improvements  
 Description: The Town will construct a 500,000 gallon elevated storage tank in the south end of Town.  
 Justification: The expected growth of the Town, in the northern end will pose a challenge to the Town to maintain appropriate quantity and pressure for the whole of the Town. A new, elevated tank will provide a solution to water pressure issues and provide added storage.

Fiscal Year Estimated Expenditure:	2018-2019	\$0
	2019-2020	\$500,000
	2020-2021	\$1,500,000
	2021-2022	\$800,000
	2022-2023	\$75,000
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$500,000
	2026-2027	\$400,000
	2027-2028	\$250,000

Project: Sodium Chlorite Bulk Tank & Transfer System  
 Description: The Town will construct a 10,000 gallon bulk chemical tank for sodium chlorite and an associated delivery (pumping) system to add the chemical at the appropriate dosing point in the treatment process.  
 Justification: The construction of this tank allows the chemical to be purchased in bulk, lowering the cost. Knowing the increased water production will lead to an increase in chemical usage, such a bulk tank can reduce chemical pricing and pay for itself within 3-5 years.

Fiscal Year Estimated Expenditure:	2018-2019	\$30,000
	2019-2020	\$0
	2020-2021	\$0
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0



## Water & Sewer Division

Project: Reduction of Inflow & Infiltration (I&I) into Sanitary Sewer Collection System  
Description: The reduction of I&I into the collection system will be a continuous issue that will need funding on a continuous basis  
Justification: The reduction of I&I will reduce wear and tear on the collection system, extend the useful life of the collection system and help reduce the payments the town makes to the County, as there will be less water in the system flowing through the County WWTP meter.

Fiscal Year Estimated Expenditure:	2018-2019	\$100,000
	2019-2020	\$100,000
	2020-2021	\$100,000
	2021-2022	\$100,000
	2022-2023	\$100,000
	2023-2024	\$100,000
	2024-2025	\$100,000
	2025-2026	\$100,000
	2026-2027	\$100,000
	2027-2028	\$100,000

Project: Lift Station Repair  
Description: The Town will establish a program to rehabilitate each of the 16 lift stations in the collections system, in need of repair & refurbishment.  
Justification: The lift stations in the sanitary sewer system have suffered from a bit of neglect and as a result, are operation at less than top efficiency. The Town will begin to update control panels, refurbish and replace pumps, and repair dilapidated fencing. Such a program will lead to less malfunctions, less repair calls and reduce the risk of sanitary sewer spills.

Fiscal Year Estimated Expenditure:	2018-2019	\$150,000
	2019-2020	\$150,000
	2020-2021	\$150,000
	2021-2022	\$100,000
	2022-2023	\$100,000
	2023-2024	\$150,000
	2024-2025	\$150,000
	2025-2026	\$25,000
	2026-2027	\$25,000
	2027-2028	\$50,000



Project: Smart Meter Deployment

Description: The Town proposes to acquire and install Smart Grid metering infrastructure for the water utility and residential & commercial customers. The project will be "phased in" over the course of five (5) years to accommodate the large capital expenditure.

Justification: The benefits of Smart Grid technology are widely known. Building upon the success of the pilot program will enable all Town customers to reap the benefits.

Fiscal Year Estimated Expenditure:	2018-2019	\$0
	2019-2020	\$250,000
	2020-2021	\$250,000
	2021-2022	\$250,000
	2022-2023	\$250,000
	2023-2024	\$250,000
	2024-2025	\$250,000
	2025-2026	\$100,000
	2026-2027	\$0
	2027-2028	\$0

Project: Fire Hydrant Valve insertion & Replacements

Description: The Town will take on the task of inserting, or repairing, hydrant valves where, currently, none exist; or the existing one is damaged. This will allow the hydrant to be turned off for maintenance and not necessitate the shutting down of a main line.

Justification: A healthy fire protection system is a necessity in the Town. Currently the hydrants operate; however, the absence of a hydrant valve means that repair and maintenance of these hydrants require the Town to shut the main off. The insertion of, or repair of, the hydrant valves will keep the fire protection system operable and allow maintenance on the hydrants while keeping the mains flowing.

Fiscal Year Estimated Expenditure:	2018-2019	\$40,000
	2019-2020	\$0
	2020-2021	\$100,000
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$100,000
	2024-2025	\$0
	2025-2026	\$250,000
	2026-2027	\$500,000
	2027-2028	\$0



Project: Water Line Upgrades Around Town

Description: The Town will establish a program to rehabilitate water mains in the distribution system throughout the Town.

Justification: The water mains in the water distribution system are aged and have suffered from a bit of neglect. As a result, these water mains are operating at less than top efficiency. The Town will begin to update these lines by rehabilitation and replacement. Such a program will lead to more stable water pressure, less repair calls, and reduce the risk of water main breakage.

Fiscal Year Estimated Expenditure:	2018-2019	\$50,000
	2019-2020	\$50,000
	2020-2021	\$50,000
	2021-2022	\$50,000
	2022-2023	\$50,000
	2023-2024	\$50,000
	2024-2025	\$50,000
	2025-2026	\$50,000
	2026-2027	\$50,000
	2027-2028	\$50,000

Project: Digitized Mapping of Water & Sewer System

Description: The Town will keep the service map updated by hiring a surveyor to collect data on new Town infrastructure, as it gets built.

Justification: The Town will have a surveyor "on-call" to collect data when Town infrastructure is expanded. The new infrastructure can be accurately added to the published service maps and kept updated. The provision of accurate information will benefit the service crews, as well as, provide an accurate assessment for potential businesses looking to locate in the Town service areas.

Fiscal Year Estimated Expenditure:	2018-2019	\$10,000
	2019-2020	\$30,000
	2020-2021	\$30,000
	2021-2022	\$30,000
	2022-2023	\$30,000
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$10,000
	2026-2027	\$0
	2027-2028	\$0



Project: 16" Water Line along Durwood Stephenson Highway  
 Description: The Town will design and construct a 16" water line along Durwood Stephenson highway, which will connect US-70 Highway to the 16" water line at the intersection of Buffalo Road and Booker Dairy Road.  
 Justification: The connection of this water line will create a "loop" in the Town water transmission line. This "loop" will leave the Town less susceptible to fluctuation in water supply, water quality and water pressure.

Fiscal Year Estimated Expenditure:	2018-2019	\$750,000
	2019-2020	\$85,000
	2020-2021	\$800,000
	2021-2022	\$800,000
	2022-2023	\$30,000
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0

Project: Workforce Mobility  
 Description: The Town will establish a program to provide service crews with electronic means to interact with the work order system.  
 Justification: The Town will acquire electronic devices and appropriate software to integrate the work order system so that service crews can respond with greater accuracy and speed. Upon completion of their assigned tasks, the crews can "log-in" the repair and the system can be kept updated.

Fiscal Year Estimated Expenditure:	2018-2019	\$0
	2019-2020	\$5,000
	2020-2021	\$0
	2021-2022	\$5,000
	2022-2023	\$0
	2023-2024	\$5,000
	2024-2025	\$0
	2025-2026	\$5,000
	2026-2027	\$0
	2027-2028	\$0



Project: Manhole Rehabilitation

Description: The Town will establish a program to rehabilitate manholes in need of repair, in conjunction with those manholes identified by annual infrastructure assessments .

Justification: The Town sanitary sewer collection system is aged and certain sections have suffered from a bit of neglect. As a result, these lines are operating at less than top efficiency. The Town will begin to rehabilitate the worst manholes identified by annual assessments, refurbishing the interiors by cementitious re-build and epoxy coating. Such repair and rehabilitation will result in extended infrastructure life and further reduce I&I into the Town sanitary sewer collection system.

Fiscal Year Estimated Expenditure:	2018-2019	\$50,000
	2019-2020	\$50,000
	2020-2021	\$50,000
	2021-2022	\$50,000
	2022-2023	\$50,000
	2023-2024	\$50,000
	2024-2025	\$50,000
	2025-2026	\$50,000
	2026-2027	\$50,000
	2027-2028	\$50,000

Project: Vactor Truck

Description: The Town will split the cost of a replacement Vactor truck over the course of two years, making the purchase in the second fiscal year.

Justification: The Town will need a new, or newer, Vactor truck to replace an aged vehicle. The wear and tear on such vehicles is great and repair costs will be high due to the nature of the work such vehicles endure. The timing of this replacement can be put off for a few years as the current need exists, but is not pressing.

Fiscal Year Estimated Expenditure:	2018-2019	\$0
	2019-2020	\$0
	2020-2021	\$0
	2021-2022	\$0
	2022-2023	\$175,000
	2023-2024	\$175,000
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0



Project: Work Vehicles

Description: The Town will need to replace aged work vehicles so the crews can perform their work.

Justification: The Town will need new, or newer, work vehicles to replace the aged vehicles in the work fleet. The wear and tear on such vehicles is great and repair costs will be high due to the nature of the work such vehicles endure.

Fiscal Year Estimated Expenditure:	2018-2019	\$50,000
	2019-2020	\$0
	2020-2021	\$0
	2021-2022	\$50,000
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$50,000
	2025-2026	\$0
	2026-2027	\$50,000
	2027-2028	\$0

Project: Extend Infrastructure on Buffalo Road

Description: The Town will improve the water & sewer systems along Buffalo Road to facilitate residential development in that area and facilitate anticipated Town growth.

Justification: The Buffalo Road area has long been thought to be the most logical area of new "green" growth in the Town of Smithfield. This system improvement will enable residential development to occur in the area at our northernmost service area. This development will tie the Town's system into the existing systems along Buffalo Road and provide a stable system for the proposed Kellie Drive connection.

Fiscal Year Estimated Expenditure:	2018-2019	\$400,000
	2019-2020	\$400,000
	2020-2021	\$400,000
	2021-2022	\$400,000
	2022-2023	\$400,000
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0
	2027-2028	\$0



# 10-Year Capital Improvement Plan

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





**TOWN OF  
SMITHFIELD**

**PUBLIC UTILITIES**

**10 YEAR  
CAPITAL PLAN**

**January 2, 2018**



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## Public Utilities 10-Year Capital Improvement Plan

### Electric Division

Project: Smart Meter Deployment

Description: The Town proposes to acquire and install Smart Grid metering infrastructure for the electric utility and residential & commercial customers. The project will be “phased in” over the course of five (5) years to accommodate the large capital expenditure.

Justification: The benefits of Smart Grid technology are widely known (accuracy in metering, alerts to incidents, customer self-management, etc.). Building upon the success of the pilot program will enable all Town customers to reap the benefits.

Fiscal Year Estimated Expenditure:	2017-2018	\$500,000
	2018-2019	\$500,000
	2019-2020	\$500,000
	2020-2021	\$150,000
	2021-2022	\$50,000
	2022-2023	\$50,000
	2023-2024	\$0
	2024-2025	\$10,000
	2025-2026	\$0
	2026-2027	\$0

Project: Town-wide Voltage Conversion

Description: Replacement of distribution transformers in service areas fed by the Brogden Road transformer.

Justification: The Brogden Road station was constructed without permanent distribution transformers. To save cost, step down transformers were installed in that service area. The replacement of the transformers with higher voltage units, provides a more stable supply that is less susceptible to demand outages. This project has been on-going for multiple years and will continue for many years to come. The design of the circuit will allow the Town to begin using the second transformer as it was originally intended.

Fiscal Year Estimated Expenditure:	2017-2018	\$250,000
	2018-2019	\$300,000
	2019-2020	\$300,000
	2020-2021	\$300,000
	2021-2022	\$250,000
	2022-2023	\$500,000
	2023-2024	\$500,000
	2024-2025	\$500,000
	2025-2026	\$400,000
	2026-2027	\$250,000



Project: Generator for Load Management at Town Lift Stations

Description: Four (4) of the Town lift stations will need a generator to participate in the Town's load management program. These stations are identified as #4, #5, #11, & #16.

Justification: By installing a generator at each of these four (4) stations, the stations will have the ability to participate in load management; which would result in power savings for the Town. A secondary effect of the installation is to provide backup power at each of these stations, in the event of an emergency.

Fiscal Year Estimated Expenditure:	2017-2018	\$0
	2018-2019	\$0
	2019-2020	\$0
	2020-2021	\$50,000
	2021-2022	\$50,000
	2022-2023	\$50,000
	2023-2024	\$50,000
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0

Project: Replace Electric Bucket Truck

Description: The bucket truck will be used to replace an aged vehicle in the fleet. This truck is used in the repair and replacement of electric transmission and service lines throughout the Town. This particular truck allows for access to the wires which are suspended 30'-40' in the air.

Justification: One (1) of the two (2) bucket trucks in the fleet is aged (~20 years old) and is in ever-escalating need of repair. This expenditure will be used to replace a vital vehicle in the Electric Division fleet. It is proposed to spread the cost of this truck over two years.

Fiscal Year Estimated Expenditure:	2017-2018	\$115,000
	2018-2019	\$115,000
	2019-2020	\$0
	2020-2021	\$0
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$140,000
	2026-2027	\$140,000



Project: New Tractor  
 Description: The tractor will be used to haul a grass cutter behind so the Electric Division will be able to maintain the electric easements in the Town.  
 Justification: The need to maintain the electric easements is obvious. Often the trucks cannot access the necessary pole, where the repair is specified, due to small trees and thick underbrush. This acquisition is intended to remedy the situation by enabling the Electric Division to clear the easements and access the work site.

Fiscal Year Estimated Expenditure:	2017-2018	\$0
	2018-2019	\$0
	2019-2020	\$75,0000
	2020-2021	\$75,000
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0

Project: Delivery Point #3  
 Description: The Town will design & construct a third delivery point in the north end of Town to replace the substation on Hospital Road.  
 Justification: The need to update the aged electric infrastructure grows ever more pressing each year. The "lower" supply-side voltage lines (115 kVa) are being phased out by Duke Energy, so all new stations will be on the "higher" supply-side voltage (230kVa). This is the more stable supply of power that the Town is converting our infrastructure to, and this updated delivery point will dovetail into the Town conversion project. Once constructed the entire Town could have the ability to be run from either station, which would reduce the probability of outages.

Fiscal Year Estimated Expenditure:	2017-2018	\$0
	2018-2019	\$75,000
	2019-2020	\$575,0000
	2020-2021	\$500,000
	2021-2022	\$1,000,000
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0



Project: Design & Construct "North" Circuit

Description: The Town will design a new circuit to service the north end of Smithfield, in preparation for increased demand that is anticipated with Town growth.

Justification: The Brogden Road station was constructed with enough capacity to carry about twice as much load than the station currently is burdened. A big advantage of having excess capacity is the ability to support growth. The Town will need a circuit along the Booker Dairy Road corridor to support growth in that area of Town, as it develops and grows..

Fiscal Year Estimated Expenditure:	2017-2018	\$0
	2018-2019	\$50,000
	2019-2020	\$50,000
	2020-2021	\$500,000
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0

### Water Plant Division

Project: River Bank Refurbishment

Description: The Water Plant will rehabilitate the river bank in the area of the River intake to restore the river bank to its original dimensions, design, and purpose.

Justification: Through the years natural water course erosion has washed away the river bank to a point that the water intake for the Water plant is more susceptible to sand infiltration. Also, the river bank has eroded to the point that the controls for the gates, valves and intake are being physically undermined by the river.

Fiscal Year Estimated Expenditure:	2017-2018	\$60,000
	2018-2019	\$200,000
	2019-2020	\$0
	2020-2021	\$0
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$75,000
	2024-2025	\$0
	2025-2026	\$75,000
	2026-2027	\$0



Project: Clear Track Vacuum System  
 Description: The Water Plant will install a cleaning system to remove sediment from the filter basins.  
 Justification: The reduction of sediment from the treatment process will reduce wear and tear on the filters. This reduction of wear will extend filter life and provide a reduction in sediment throughout the distribution system, which is a major cause of main breaks and infrastructure deterioration.

Fiscal Year Estimated Expenditure:	2017-2018	\$0
	2018-2019	\$400,000
	2019-2020	\$400,000
	2020-2021	\$0
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0

Project: Water Plant Enlargement  
 Description: The Water Plant will be enlarged by constructing the 4<sup>th</sup> process train, per the original design plans of the plant  
 Justification: To meet the increasing demand from both the County and anticipated growth in the Town, the Water plant will need to be able to draw, treat, and distribute more water in the coming years. This enlargement will enable the Town to meet the need and ensure adequate supply for the Town, as we move forward. Although the plan includes a proposed budget, it is anticipated this will cost many millions of dollars and will require State Revolving Fund assistance.

Fiscal Year Estimated Expenditure:	2017-2018	\$0
	2018-2019	\$150,000
	2019-2020	\$4,000,000
	2020-2021	\$2,000,000
	2021-2022	\$1,500,000
	2022-2023	\$250,000
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0



Project: 1,000,000 Gallon Finished Water Storage Tank  
 Description: The water plant will construct a new 1,000,000 gallon tank in the grassy area across from the existing water plant.  
 Justification: The water plant will need increased storage for finished water going into the system, per state regulations, once the water plant is enlarged. This new tank will not only allow the Town to meet this requirement, but will allow for greater storage of finished water, when natural disasters and/or emergencies occur. This tank will also require State Revolving fund assistance.

Fiscal Year Estimated Expenditure:	2017-2018	\$0
	2018-2019	\$120,000
	2019-2020	\$800,000
	2020-2021	\$0
	2021-2022	\$0
	2022-2023	\$0
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0

Project: Sludge Process Upgrades  
 Description: The water plant will make upgrades to the sludge processing system  
 Justification: The water plant will need upgrades to the sludge processing system to accommodate increased sludge from the enlarged plant, as well as, provide the possibility to process sludge from outside sources as a potential revenue stream.

Fiscal Year Estimated Expenditure:	2017-2018	\$0
	2018-2019	\$0
	2019-2020	\$0
	2020-2021	\$0
	2021-2022	\$50,000
	2022-2023	\$75,000
	2023-2024	\$75,000
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0



Project: SCADA Upgrade

Description: The Town will institute SCADA system upgrades at all lift stations and at the water meters at the delivery points for the County.

Justification: The evolving technologies used in modern communications will out-date itself within 3-5 years. The Town will undertake an upgrade to keep the communication devices at its remote sites modern and efficient. This will take place over the course of multiple years to help offset the high cost.

Fiscal Year Estimated Expenditure:

2017-2018	\$0
2018-2019	\$50,000
2019-2020	\$75,000
2020-2021	\$0
2021-2022	\$0
2022-2023	\$0
2023-2024	\$50,000
2024-2025	\$50,000
2025-2026	\$50,000
2026-2027	\$50,000

Project: South Smithfield Elevated Storage Tank/System improvements

Description: The Town will construct a 500,000 gallon elevated storage tank in the south end of Town.

Justification: The expected growth of the Town, in the northern end will pose a challenge to the Town to maintain appropriate quantity and pressure for the whole of the Town. A new, elevated tank will provide a solution to water pressure issues and provide added storage.

Fiscal Year Estimated Expenditure:

2017-2018	\$0
2018-2019	\$100,000
2019-2020	\$500,000
2020-2021	\$1,500,000
2021-2022	\$800,000
2022-2023	\$75,000
2023-2024	\$0
2024-2025	\$0
2025-2026	\$0
2026-2027	\$0



## Water & Sewer Division

Project: Reduction of Inflow & Infiltration (I&I) into Sanitary Sewer Collection System  
Description: The reduction of I&I into the collection system will be a continuous issue that will need funding on a continuous basis  
Justification: The reduction of I&I will reduce wear and tear on the collection system, extend the useful life of the collection system and help reduce the payments the town makes to the County, as there will be less water in the system flowing through the County WWTP meter.

Fiscal Year Estimated Expenditure:	2017-2018	\$100,000
	2018-2019	\$100,000
	2019-2020	\$100,000
	2020-2021	\$100,000
	2021-2022	\$100,000
	2022-2023	\$100,000
	2023-2024	\$100,000
	2024-2025	\$100,000
	2025-2026	\$100,000
	2026-2027	\$100,000

Project: Lift Station Repair  
Description: The Town will establish a program to rehabilitate each of the 16 lift stations in the collections system, in need of repair & refurbishment.  
Justification: The lift stations in the sanitary sewer system have suffered from a bit of neglect and as a result, are operation at less than top efficiency. The Town will begin to update control panels, refurbish and replace pumps, and repair dilapidated fencing. Such a program will lead to less malfunctions, less repair calls and reduce the risk of sanitary sewer spills.

Fiscal Year Estimated Expenditure:	2017-2018	\$100,000
	2018-2019	\$150,000
	2019-2020	\$150,000
	2020-2021	\$150,000
	2021-2022	\$100,000
	2022-2023	\$100,000
	2023-2024	\$150,000
	2024-2025	\$150,000
	2025-2026	\$25,000
	2026-2027	\$25,000



Project: Smart Meter Deployment

Description: The Town proposes to acquire and install Smart Grid metering infrastructure for the water utility and residential & commercial customers. The project will be “phased in” over the course of five (5) years to accommodate the large capital expenditure.

Justification: The benefits of Smart Grid technology are widely known. Building upon the success of the pilot program will enable all Town customers to reap the benefits.

Fiscal Year Estimated Expenditure:

2017-2018	\$210,000
2018-2019	\$150,000
2019-2020	\$250,000
2020-2021	\$250,000
2021-2022	\$250,000
2022-2023	\$250,000
2023-2024	\$250,000
2024-2025	\$250,000
2025-2026	\$0
2026-2027	\$0

Project: Water Line Upgrades Around Town

Description: The Town will establish a program to rehabilitate water mains in the distribution system throughout the Town.

Justification: The water mains in the water distribution system are aged and have suffered from a bit of neglect. As a result, these water mains are operating at less than top efficiency. The Town will begin to update these lines by rehabilitation and replacement. Such a program will lead to more stable water pressure, less repair calls, and reduce the risk of water main breakage.

Fiscal Year Estimated Expenditure:

2017-2018	\$50,000
2018-2019	\$50,000
2019-2020	\$50,000
2020-2021	\$50,000
2021-2022	\$50,000
2022-2023	\$50,000
2023-2024	\$50,000
2024-2025	\$50,000
2025-2026	\$50,000
2026-2027	\$50,000



Project: Digitized Mapping of Water & Sewer System

Description: The Town will keep the service map updated by hiring a surveyor to collect data on new Town infrastructure, as it gets built.

Justification: The Town will have a surveyor "on-call" to collect data when Town infrastructure is expanded. The new infrastructure can be accurately added to the published service maps and kept updated. The provision of accurate information will benefit the service crews, as well as, provide an accurate assessment for potential businesses looking to locate in the Town service areas.

Fiscal Year Estimated Expenditure:	2017-2018	\$10,000
	2018-2019	\$10,000
	2019-2020	\$30,000
	2020-2021	\$30,000
	2021-2022	\$30,000
	2022-2023	\$30,000
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0

Project: 16" Water Line along Durwood Stephenson Highway

Description: The Town will design and construct a 16" water line along Durwood Stephenson highway, which will connect US-70 Highway to the 16" water line at the intersection of Buffalo Road and Booker Dairy Road.

Justification: The connection of this water line will create a "loop" in the Town water transmission line. This "loop" will leave the Town less susceptible to fluctuation in water supply, water quality and water pressure.

Fiscal Year Estimated Expenditure:	2017-2018	\$85,000
	2018-2019	\$600,000
	2019-2020	\$600,000
	2020-2021	\$85,000
	2021-2022	\$800,000
	2022-2023	\$800,000
	2023-2024	\$0
	2024-2025	\$0
	2025-2026	\$0
	2026-2027	\$0



Project: Workforce Mobility

Description: The Town will establish a program to provide service crews with electronic means to interact with the work order system.

Justification: The Town will acquire electronic devices and appropriate software to integrate the work order system so that service crews can respond with greater accuracy and speed. Upon completion of their assigned tasks, the crews can "log-in" the repair and the system can be kept updated.

Fiscal Year Estimated Expenditure:

2017-2018	\$5,000
2018-2019	\$0
2019-2020	\$5,000
2020-2021	\$0
2021-2022	\$5,000
2022-2023	\$0
2023-2024	\$5,000
2024-2025	\$0
2025-2026	\$5,000
2026-2027	\$0

Project: Manhole Rehabilitation

Description: The Town will establish a program to rehabilitate manholes in need of repair, in conjunction with those manholes identified by annual infrastructure assessments .

Justification: The Town sanitary sewer collection system is aged and certain sections have suffered from a bit of neglect. As a result, these lines are operating at less than top efficiency. The Town will begin to rehabilitate the worst manholes identified by annual assessments, refurbishing the interiors by cementitious re-build and epoxy coating. Such repair and rehabilitation will result in extended infrastructure life and further reduce I&I into the Town sanitary sewer collection system.

Fiscal Year Estimated Expenditure:

2017-2018	\$30,000
2018-2019	\$50,000
2019-2020	\$50,000
2020-2021	\$50,000
2021-2022	\$50,000
2022-2023	\$50,000
2023-2024	\$50,000
2024-2025	\$50,000
2025-2026	\$50,000
2026-2027	\$50,000



Project: Vactor Truck

Description: The Town will split the cost of a replacement Vactor truck over the course of two years, making the purchase in the second fiscal year.

Justification: The Town will need a new, or newer, Vactor truck to replace an aged vehicle. The wear and tear on such vehicles is great and repair costs will be high due to the nature of the work such vehicles endure. The timing of this replacement can be put off for a few years as the current need exists, but is not pressing.

Fiscal Year Estimated Expenditure:

2017-2018	\$0
2018-2019	\$0
2019-2020	\$0
2020-2021	\$0
2021-2022	\$0
2022-2023	\$175,000
2023-2024	\$175,000
2024-2025	\$0
2025-2026	\$0
2026-2027	\$0

Project: Work Vehicles

Description: The Town will need to replace aged work vehicles so the crews can perform their work.

Justification: The Town will need new, or newer, work vehicles to replace the aged vehicles in the work fleet. The wear and tear on such vehicles is great and repair costs will be high due to the nature of the work such vehicles endure.

Fiscal Year Estimated Expenditure:

2017-2018	\$0
2018-2019	\$0
2019-2020	\$0
2020-2021	\$50,000
2021-2022	\$0
2022-2023	\$0
2023-2024	\$0
2024-2025	\$50,000
2025-2026	\$0
2026-2027	\$50,000



# 10-Year Capital Improvement Plan

Priority	Electric	Approved FY 17-18	Proposed FY 18-19	Proposed FY 19-20	Proposed FY 20-21	Proposed FY 21-22	Proposed FY 22-23	Proposed FY 23-24	Proposed FY 24-25	Proposed FY 25-26	Proposed FY 26-27
1	Advanced Metering Infrastructure/Smart Grid	500,000	500,000	500,000	150,000	50,000	50,000	50,000	10,000		
2	Voltage Conversion & Circuit from Brogden Road Substation	250,000	300,000	300,000	300,000	250,000	500,000	500,000	500,000	400,000	250,000
3	Generator for Load Management for Town Lift Stations				50,000	50,000	50,000	50,000			
4	Replace Electric Dept. Bucket Truck	115,000	115,000	75,000	75,000					140,000	140,000
5	New Tractor										
6	Land Acquisition (Delivery point #3)		50,000								
7	Delivery Point #3 - Design		75,000	75,000		1,000,000					
8	Delivery Point #3 - Construct		50,000	500,000	500,000						
9	Design & Construct "North" Circuit		50,000	50,000							
	<b>Totals</b>	<b>865,000</b>	<b>1,090,000</b>	<b>1,500,000</b>	<b>1,575,000</b>	<b>1,350,000</b>	<b>600,000</b>	<b>550,000</b>	<b>510,000</b>	<b>540,000</b>	<b>390,000</b>
	<b>Water Plant</b>	<b>Approved FY 17-18</b>									
1	Altitude Valves	60,000									
2	River Bank Refurbishment	60,000	200,000					75,000		75,000	
3	Clear Track Vac System for Filter Basins		400,000								
4	Plant enlargement - 4th train		150,000	4,000,000	2,000,000	1,500,000	250,000				
5	New 1 million gallon finished water tank		120,000	800,000		50,000	75,000	75,000	50,000	50,000	50,000
6	Sludge Process upgrades										
7	SCADA Upgrades		50,000	75,000	1,500,000	800,000	75,000				
8	South Smithfield Elevated Tank/System improvements		100,000	500,000							
	<b>Totals</b>	<b>120,000</b>	<b>1,020,000</b>	<b>5,775,000</b>	<b>3,500,000</b>	<b>2,350,000</b>	<b>400,000</b>	<b>200,000</b>	<b>50,000</b>	<b>125,000</b>	<b>50,000</b>
	<b>Water and Sewer</b>	<b>Approved FY 17-18</b>									
1	Reduction of I/I into Sanitary Sewer	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
2	Lift Station Repair (fence & signage included)	100,000	150,000	150,000	150,000	100,000	100,000	150,000	150,000	25,000	25,000
3	AMI - Automated Metering Infrastructure	210,000	150,000	250,000	250,000	250,000	250,000	250,000	250,000		
4	Durham Street Sewer Repair	175,000									
5	Water Line Upgrades Throughout Town	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
6	Digitized Mapping of Water & Sewer System	10,000	10,000	30,000	30,000	30,000	30,000				
7	16" Water line along Dunwood Stephenson	85,000	600,000	600,000	85,000	800,000	800,000				
8	Workforce Mobility (on-line access for crews)	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
9	Manhole rehab		50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
10	Vactor Truck	30,000									
11	Work Vehicles				50,000		175,000	175,000	50,000		
	<b>Totals</b>	<b>765,000</b>	<b>1,110,000</b>	<b>1,235,000</b>	<b>765,000</b>	<b>1,385,000</b>	<b>1,555,000</b>	<b>780,000</b>	<b>650,000</b>	<b>230,000</b>	<b>275,000</b>









# Request for Town Council Action

**Consent  
Agenda  
Item:** **Audit  
Agreement**  
Date: 06/05/2018

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**Subject:** Contract Consideration with Thompson, Price, Scott, Adams & Co., P.A. to Perform the Town of Smithfield Audit for Fiscal Year Ending June 30, 2018.

**Department:** Finance

**Presented by:** Greg Siler

**Presentation:** Consent Item

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**Issue Statement:** During the March, 2017, Council meeting, Town Council approved Thompson, Price, Scott, Adams & Company, P.A. to perform its' annual audit.

**Financial Impact:**

Not to exceed \$22,750 except for fees incurred in obtaining required audit evidence (i.e. bank confirmations).

**Action Needed:** Approve contract to audit accounts to Thompson, Price, Scott, Adams & Company, P.A.

**Recommendation:** Authorize Town Manager to sign

Approved: ☒ Town Manager ☐ Town Attorney

**Attachments:**

1. Staff Report
2. Audit Contract and Engagement Letter





# Staff Report

Consent  
Agenda  
Item:

An audit contract fee of \$22,750 is proposed by Thompson, Price, Scott, Adams & Company, P.A. to perform the **Town's** 2018 fiscal year audit. The fee is the same as last fiscal year and is for auditing the financial records of the governmental and business-type activities, a single audit of any federal and state awards over \$500,000, and the preparation of financial statements for each fund. The audit contract is an annual agreement which must be approved each year by Council and the Local Government Commission. Thompson, Price, Scott, Adams & Company, P.A. was approved by Council in March, 2017, to perform the Town's audit for three years beginning Fiscal Year 2017. **Approval of this year's contract would be for year two.**

General Statue 159-34 addresses audits and read as follows:

**§ 159-34. Annual independent audit; rules and regulations.**

(a) Each unit of local government and public authority shall have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant or by an accountant certified by the Commission as qualified to audit local government accounts. When specified by the secretary, the audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984". The auditor shall be selected by and shall report directly to the governing board. The audit contract or agreement shall (i) be in writing, (ii) include the entire entity in the scope of the audit, except that an audit for purposes other than the annual audit required by this section should include an accurate description of the scope of the audit, (iii) require that a typewritten or printed report on the audit be prepared as set forth herein, (iv) include all of its terms and conditions, and (v) be submitted to the secretary for his approval as to form, terms, conditions, and compliance with the rules of the Commission. As a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit shall be performed in conformity with generally accepted auditing standards. The finance officer shall file a copy of the audit report with the secretary, and shall submit all bills or claims for audit fees and costs to the secretary for his approval. Before giving his approval the secretary shall determine that the audit and audit report substantially conform to the requirements of this section. It shall be unlawful for any unit of local government or public authority to pay or permit the payment of such bills or claims without this approval. Each officer and employee



of the local government or local public authority having custody of public money or responsibility for keeping records of public financial or fiscal affairs shall produce all books and records requested by the auditor and shall divulge such information relating to fiscal affairs as he may request. If any member of a governing board or any other public officer or employee shall conceal, falsify, or refuse to deliver or divulge any books, records, or information, with an attempt thereby to mislead the auditor or impede or interfere with the audit, he is guilty of a Class 1 misdemeanor.





***Thompson, Price, Scott, Adams & Co, P.A.***

P.O. Box 398  
1626 S Madison Street  
Whiteville, NC 28472  
Telephone (910) 642-2109  
Fax (910) 642-5958

Alan W. Thompson, CPA  
R. Bryon Scott, CPA  
Gregory S. Adams, CPA

May 15, 2018

Town of Smithfield  
Mr. Greg Siler, Finance Director  
350 East Market Street  
Smithfield, NC 27577

**To Management and Those Charged With Governance:**

We are pleased to confirm our understanding of the services we are to provide the Town of Smithfield for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Smithfield as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Smithfield's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Smithfield's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Law Enforcement Officers' Special Separation Allowance
3. Other Postemployment Benefits Schedules of Funding Progress and Employer Contributions
4. Schedule of the Proportionate Share of the Net Pension Asset and Schedule of Contributions – LGERS

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Smithfield's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

**Members**

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms



## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Town of Smithfield. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

## Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in



accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures-Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Smithfield's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Smithfield's major programs. The purpose of these procedures will be to express an opinion on Town of Smithfield's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.



## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Town of Smithfield in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2018.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the



schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Lisa Minter), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the



assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine 4) unrestricted access to persons within the government from whom we determine it necessary to obtain input or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit by approximately May 30, 2018 and to issue our reports no later than October 31, 2018. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$22,750. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

We appreciate the opportunity to be of service to the Town of Smithfield and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.



RESPONSE:

This letter correctly sets forth the understanding of the Town of Smithfield.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CC: Town Council



# CONTRACT TO AUDIT ACCOUNTS

Of TOWN OF SMITHFIELD  
Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 15TH day of MAY, 2018

Auditor: THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A. Auditor Mailing Address: PO BOX 398

WHITEVILLE NC 28472 Hereinafter referred to as The Auditor

and TOWN COUNCIL (Governing Board(s)) of TOWN OF SMITHFIELD  
(Primary Government)

and N/A; hereinafter referred to as the Governmental Unit(s), agree as follows:  
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning JULY 1, 2017, and ending JUNE 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). **County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by Office of the State Auditor (OSA) and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.



Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. Audit report is due on: 10/31/18. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: <https://nctreasurerslgfd.leapfile.net>. Subject line should read "Invoice – [Unit Name]". The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on Fees page.**) This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the



Contract to Audit Accounts (cont.)

TOWN OF SMITHFIELD

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the fiscal year end.
12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit shall not be billed for the pre-issuance review. The pre-issuance review shall be performed **prior** to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. **Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form.** These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <https://nctreasurerslgfd.leapfile.net>. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.



Contract to Audit Accounts (cont.) TOWN OF SMITHFIELD

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

*Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.*

**Audit Firm Signature:**

THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.

Name of Audit Firm

By ALAN W. THOMPSON

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date 5-15-18

ALANTHOMPSON@TPSACPAS.COM

Email Address of Audit Firm

**PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)**

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

By GREG SILER

**Primary Government Unit Finance Officer:**

Type or print name

Government Finance Officer Signature

**Governmental Unit Signatures:**

TOWN OF SMITHFIELD

Name of Primary Government

By N/A

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date X

By N/A

Chair of Audit Committee - Type or print name

\*\*

Signature of Audit Committee Chairperson

Date

GREG.SILER@SMITHFIELD-NC.COM

Email Address of Finance Officer

Date Primary Government Governing Body  
**Approved** Audit Contract - G.S. 159-34(a)

**\*\* If Governmental Unit has no audit committee, mark this section "N/A"**

**\*\*\*Please provide us the most current email addresses available as we use this information to update our contact database\*\*\***





# Request for City Council Action

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

Date: 06/05/2018

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

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## Issue Statement

The Town Council is asked to consider new appointments to the Parks and Recreation Advisory Commission.

## Financial Impact

N/A

## Action Needed

The Town Council is asked to consider and approve the following appointments: Jason Yang and Jacqueline Aguilar-Delgado to the Parks and Recreation Advisory Commission as High School representatives each serving a two-year term.

## Recommendation

Staff recommends approval of these appointments.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Jacqueline Aguilar-Delgado – Board Application
3. Jason Yang – Board Application





# Staff Report

Consent Agenda Item	Advisory Board Appointments
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## **Current Board vacancies are as follows:**

**Appearance Commission** – 2 positions

**Historic Properties** – 2 positions

### **Parks and Recreation Advisory Commission**

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

**Planning Board** – 1 ETJ Alternate

## **Board Reappointments**

1. Jacqueline Aguilar-Delgado has submitted an application for consideration to be appointed to the Parks and Recreation Advisory Commission serving as a High School representative for a two year term.
2. Jason Yang has submitted an application for consideration to be appointed to the Parks and Recreation Advisory Commission serving as a High School representative for a two year term





**Town of Smithfield**  
**Board, Commission, or Committee**  
**Application**

Name: Aguilar-Delgado Jacqueline (Last) (First) (MI)

Home Address: 7th St Smithfield NC 27577

Business Name & Address: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_ (Home) \_\_\_\_\_ (Mobile) \_\_\_\_\_ (Email) 0

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

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

Interests & Skills: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Recent Job Experiences: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Civic or Service Organization Experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town Boards previously served on and year(s) served: \_\_\_\_\_  
\_\_\_\_\_

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



Why are you interested in serving on this Board/Commission/Committee? It would be a genuine pleasure to give back to my community and help it grow. This way, I can make my contribution.

**Affirmation of Eligibility:**

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

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

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

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

Printed Name: Jackie Aguilar-Delgado

Signature:  Date: 5/2/18

Return completed for to:

Shannan Parrish

Town Clerk

P. O. Box 761

Smithfield, North Carolina 27577

Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: [shannan.parrish@smithfield-nc.com](mailto:shannan.parrish@smithfield-nc.com)

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





**Town of Smithfield**  
**Board, Commission, or Committee**  
**Application**

Name: Yang (Last) Jason (First) \_\_\_\_\_ (MI)

Home Address: 2nd Street Smithfield NC 27577

Business Name & Address: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_ (Home) \_\_\_\_\_ (Mobile) \_\_\_\_\_ (Email)

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

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

Interests & Skills: Football, Chess, Mathematics. I am adaptable in new  
or unfamiliar environment and collaborate with others well.

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

Recent Job Experiences: Wendy's, No 1 chinese restaurant

Civic or Service Organization Experience: \_\_\_\_\_

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

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



Why are you interested in serving on this Board/Commission/Committee? I've always wanted to be a part of the community in Smithfield. This allows me to help and be a part of this community.

**Affirmation of Eligibility:**

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

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

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

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

Printed Name: Joson Yang

Signature: Joson Yang Date: 5/2/18

Return completed for to:

Shannan Parrish

Town Clerk

P. O. Box 761

Smithfield, North Carolina 27577

Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: [shannan.parrish@smithfield-nc.com](mailto:shannan.parrish@smithfield-nc.com)

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





# Staff Report

**Consent Agenda Item:** **New Hire / Vacancy Report**  
**Date:** **06/05/2018**

**Date of Meeting:** June 05, 2018 **Date Prepared:** May 25, 2018

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

## **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>
Police Officer I	Police	10-20-5100-5100-0200
P/T General Laborer	PU – Water / Sewer	30-71-7220-5100-0200
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220
Utility Line Mechanic	PU – Water / Sewer	30-71-7220-5100-0200

## **Action Requested**

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

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
P/T Instructor	P & R – Aquatics	10-60-6220-5100-0230	\$15.00/hr.
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T SRAC Staff	P & R – Aquatics	10-60-6220-5100-0220	\$8.00/hr.
P/T SRAC Staff	P & R – Aquatics	10-60-6220-5100-0220	\$9.00/hr.
P/T SRAC Staff	P & R – Aquatics	10-60-6220-5100-0220	\$9.00/hr.
P/T SRAC Staff	P & R – Aquatics	10-60-6220-5100-0220	\$9.00/hr.
P/T Temp. Zoning Compl. Asst.	Planning	10-10-4900-5100-0200	\$15.00/hr.
Utility Line Mechanic	PU – Water / Sewer	30-71-7220-5100-0200	\$13.08/hr. (\$27,206.40/yr.)









# Request for Town Council Action

**Consent  
Agenda  
Item:**

**Wayfinding  
Sign  
Easement  
Agreement**

**Date:** 06/05/2018

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

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## Issue Statement

The Town has been working with several land owners to place gateway G1 wayfinding signs on their properties within proposed easements. The Town has identified Eddie Sutton's property, NC Pin# 168210-36-1843, as a suitable location for the sign. Because the property owner consent to a sign on his property is conditioned on potential removal with a 60-day notice, **Staff is requesting the Council's approval of the Agreement and location of a sign on Eddie Sutton's property.**

## Financial Impact

The cost of placing the sign on Eddie Sutton's property is estimated at \$9,750 plus survey costs, to be determined. The costs are to be paid by the Johnston County Tourism Bureau using the Town's tourism dollars. The potential cost of removal has not been determined.

## Action Needed

Staff is requesting approval of a Temporary Easement Agreement for a gateway sign on Eddie Sutton's property with the NC Pin# 168210-36-1843.

## Recommendation

Staff respectfully requests the Town Council approve the Temporary Easement Agreement for a sign to be located on Eddie Sutton's property, NC Pin# 168210-36-1843.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Easement Agreement
2. Proposed Sign Location
3. Sign Illustration





# Staff Report

Consent  
Agenda  
Item:

Wayfinding  
Sign  
Easement  
Agreement

---

## REQUEST:

Staff respectfully requests the Town Council approve the Temporary Easement Agreement for a sign to be located on Eddie Sutton's property, NC Pin# 168210-36-1843

## ANALYSIS:

The Town has been working with several land owners to place gateway G1 wayfinding signs on their properties. These signs will be placed in easements with an easement agreement between the Town and the land owner. The Town has identified Eddie Sutton's property, NC Pin# 168210-36-1843, as a suitable location for the sign. Although it is on the "wrong" side of the road, there are great sight-lines to the proposed sign location. The only suitable alternative for the sign on south Brightleaf Boulevard at this time is placing a breakaway G2 sign in the NCDOT Right-of-Way near Holt Lake. Eddie Sutton is in support of a sign on his property with the condition that the sign be removed within 60 days should the sign become an obstacle to future development should it occur. There are no plans for development at this time.

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

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







## SIGN EASEMENT

Excise Tax: \$

Parcel ID No.: upon Parcel #15J11023

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

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

THIS EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between

GRANTOR	GRANTEE
<b>Edward E. Sutton, Jr. and wife Kelly C. Sutton, and James Keith Smith, and wife Edna Lynn Johnson Smith</b>	<b>TOWN OF SMITHFIELD, a NC municipal corporation  PO Box 761 Smithfield, NC 27577</b>

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

BEING all of that real property as described in Exhibit A, attached hereto and incorporated fully herein by reference, and as described in that Special Warranty Deed to Grantor, recorded in Deed Book 3192, Page 134, 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 right and determinable easement in gross to construct and maintain across



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

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

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

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



\_\_\_\_\_  
Edward E. Sutton Jr.

\_\_\_\_\_  
Kelly C. Sutton

\_\_\_\_\_  
James Keith Smith

\_\_\_\_\_  
Edna Lynn Johnson Smith

**TOWN OF SMITHFIELD,  
a NC municipal corporation**

By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, the undersigned, a Notary Public of the aforesaid State and County, certify that \_\_\_\_\_, Grantors, personally came before me this day and acknowledged the execution of the foregoing instrument.

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

My Commission Expires: \_\_\_\_\_ Notary Public

**STATE OF NORTH CAROLINA**

**COUNTY OF JOHNSTON**

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

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

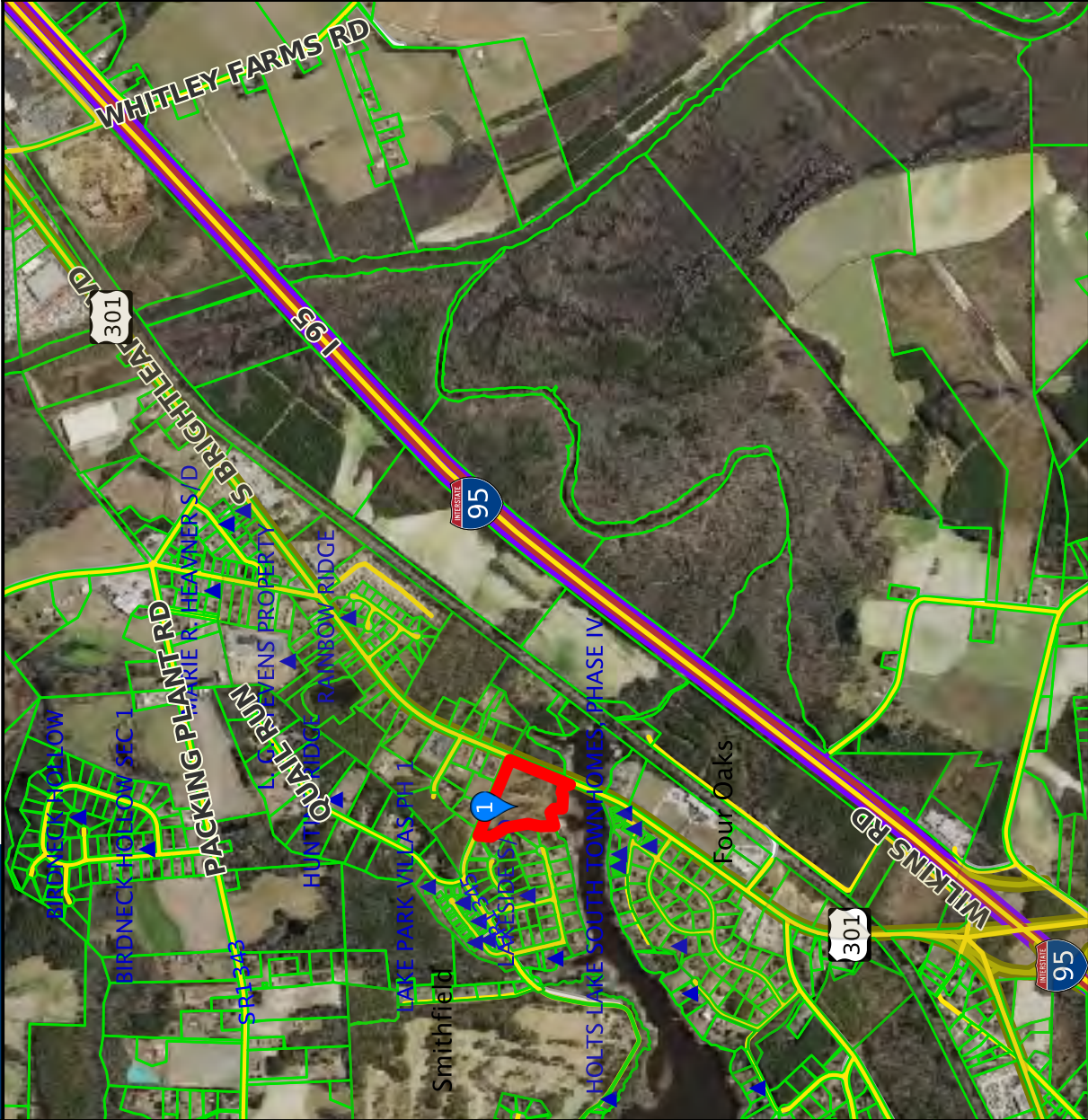
My Commission Expires: \_\_\_\_\_ Notary Public





\*\*\* DISCLAIMER \*\*\*

Johnston County assumes no legal responsibility for the information represented here.



**Result 1**

id: 15J11023  
Tag: 15J11023  
NCPin: 168210-36-1843  
Mapsheet No: 168210  
Owner Name 1: SUTTON, EDWARD E JR  
Owner Name 2: SUTTON, KELLY C  
Mail Address 1: 125 WHIPPORWILL DRIVE  
Mail Address 2:  
Mail Address 3: SMITHFIELD, NC 27577-0000  
Site Address 1:  
Site Address 2:  
Book: 03192  
Page: 0134  
Market Value: 760180  
Assessed Acreage: 8.03  
Calc. Acreage: 8.31  
Sales Price: 800000  
Sale Date: 2006-09-01

Scale: 1:20120 - 1 in. = 1676.66 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)



Johnston County GIS  
May 30, 2018

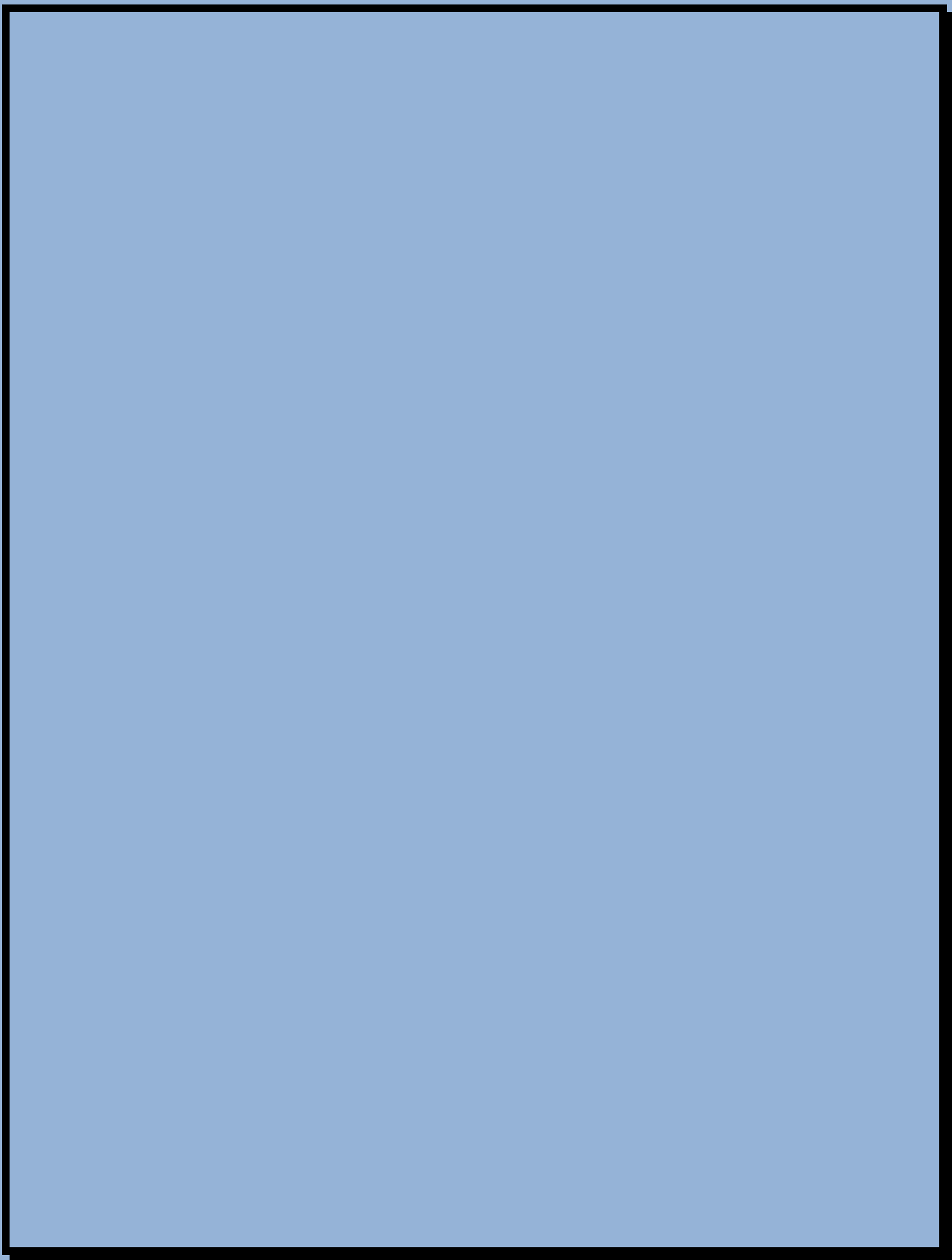






# Business Items









# Request for City Council Action

**Business** **Update of**  
**Agenda** **Water**  
**Item:** **Standards**  
Date: 06/05/2018

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**Subject:** Update Water Standards

**Department:** Public Utilities

**Presented by:** Ted Credle

**Presentation:** Business Item

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## Issue Statement

The Public Utilities Department has updated the potable water construction standards for the Town and is asking for these updated standards to be adopted.

## Financial Impact

None – updating standards does not take monetary funds

## Action Needed

Approve the updated Town standards

## Recommendation

Staff recommends the approval of the updated Town standards.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Existing Town Standards (2000)
3. Proposed Town Standards (2018)





## Staff Report

**Business Agenda Item: Update of Water Standards**

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Current Town Construction details & standards were approved by Council in 2000. In the last 18 years certain construction methods & materials have modernized. Such modern **updates are not reflected in the Town's current standards. The Public Utilities Department** has updated the potable water construction standards for the Town and is asking for these updated standards to be adopted.



## SECTION 6.00 WATER DISTRIBUTION

### 6.01 WATER DISTRIBUTION

#### A. DESIGN

LOCATION: WATER LINES SHALL BE EXTENDED ALONG THE ROADWAY TO THE ADJACENT PROPERTY LINE. ALL PUBLIC WATER MAINS SHALL BE LOCATED WITHIN DEDICATED RIGHT OF WAY OR DEDICATED EASEMENTS WITH A MINIMUM WIDTH OF 20 FEET. SEE SECTION 2.10 FOR LANDSCAPE PLANTINGS WITHIN A TOWN EASEMENT.

SIZING: MAJOR TRANSMISSION LINES SHALL BE SIZED IN ACCORDANCE WITH THE "MASTER WATER PLAN OF THE TOWN OF SMITHFIELD" OR AS DIRECTED BY THE PUBLIC UTILITIES DIRECTOR. IN RESIDENTIAL AREAS, MAINS SHALL BE 6-INCH AND 8-INCH IN DIAMETER. SIX (6) INCH MAINS SHALL BE USED ONLY WHEN A GOOD GRID EXISTS. THE TOTAL MAXIMUM LENGTH OF 6-INCH AND 8-INCH MAIN WITHOUT A CONNECTION TO A LARGER MAIN IS 1200 FEET AND 2000 FEET, RESPECTIVELY. WHERE A GOOD GRID DOES NOT EXIST, LINES SHALL BE UPSIZED TO PROVIDE ADEQUATE FIRE FLOW AS DIRECTED BY THE PUBLIC UTILITIES DIRECTOR.

#### B. MATERIAL

MATERIALS TO BE UTILIZED SHALL BE THOSE AS SPECIFIED HEREIN, UNLESS AN APPROVED EQUAL IS AUTHORIZED BY THE PUBLIC UTILITIES DIRECTOR. UNLESS OTHERWISE AUTHORIZED, ANY WATER LINE 12" OR LARGER SHALL BE DUCTILE IRON PIPE. DUCTILE IRON PIPE OR C-900 PVC SHALL BE DESIGNED AND MANUFACTURED IN ACCORDANCE WITH AWWA C150 AND C151 FOR A LAYING CONDITION TYPE 2 AND A WORKING PRESSURE AS FOLLOWS:

3" - 12"	350 PSI
14" - 20"	250 PSI
24"	200 PSI
30" - 54"	150 PSI

PIPE JOINTS SHALL BE OF THE PUSH-ON TYPE AS PER AWWA C111. PIPE LINING SHALL BE CEMENT MORTAR WITH A SEAL COAT OF BITUMINOUS MATERIAL IN ACCORDANCE WITH AWWA C104. GALVANIZED STEEL PIPE WILL NOT BE ALLOWED AS A MATERIAL FOR MAINS OR SERVICES.

#### C. INSTALLATION

ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 3 FEET MEASURED FROM THE TOP OF THE PIPE TO THE FINISHED SUBGRADE. WHEN WATER LINES ARE INSTALLED ALONG A ROADWAY WHICH DOES NOT HAVE CURB & GUTTER, THE WATER LINE SHALL BE INSTALLED AT EXTRA DEPTH TO PREVENT CONFLICT WITH FUTURE ROAD IMPROVEMENTS OR VERTICAL ALIGNMENT CHANGES.

ALL CONSTRUCTION RELATING TO THE UTILITY IMPROVEMENTS MUST BE PERFORMED BY A CONTRACTOR LICENSED IN NORTH CAROLINA.



### STANDARD DETAIL AND SPECIFICATIONS MANUAL

SMITHFIELD, NORTH CAROLINA  
PUBLIC UTILITIES

SCALE:  
NTS

DETAIL NO.  
06.00\_P1

DATE: 06/05/2018



## 6.02 FIRE HYDRANTS

- A. LOCATION: ALL FIRE HYDRANTS SHALL BE INSTALLED ON A WATER LINE WITH A DIAMETER NO SMALLER THAN 6 INCHES. ONLY ONE FIRE HYDRANT MAY BE INSTALLED ON A DEAD END 6-INCH LINE. THERE SHALL BE AT LEAST ONE FIRE HYDRANT AT EACH STREET INTERSECTION. IN RESIDENTIAL DISTRICTS, THE MAXIMUM DISTANCE BETWEEN FIRE HYDRANTS, MEASURED ALONG STREET CENTERLINES, SHALL BE 500 FEET. WHEN RESIDENTIAL INTERSECTIONS ARE NOT MORE THAN 700 FEET APART, NO HYDRANT IS REQUIRED BETWEEN THE INTERSECTIONS. IN BUSINESS, OFFICE AND INSTITUTIONAL, AND INDUSTRIAL DISTRICTS, THE MAXIMUM DISTANCE BETWEEN HYDRANTS, MEASURED ALONG STREET CENTERLINE, SHALL BE 300 FEET. WHEN BUSINESS, OFFICE AND INSTITUTIONAL, AND INDUSTRIAL INTERSECTIONS ARE NOT MORE THAN 450 FEET APART, NO HYDRANT IS REQUIRED BETWEEN INTERSECTIONS. ON MAJOR THOROUGHFARES OR ARTERIALS AND COLLECTOR STREETS WITH ACCESS POINTS ONLY AT STREET INTERSECTIONS, HYDRANTS SHALL BE LOCATED AT EACH STREET INTERSECTION AND AT 1,000 FOOT INTERVALS ALONG THE STREET. WHERE THESE INTERSECTIONS ARE LESS THAN 1,200 FEET APART, NO HYDRANT IS REQUIRED BETWEEN THE INTERSECTIONS. THE MINIMUM ACCEPTABLE FLOW FOR FIRE HYDRANTS IS 1,000 gpm IN RESIDENTIAL AREAS AND 1,500 gpm IN OTHER DISTRICTS. FIRE HYDRANTS SHALL BE PLACED IN A STAGGERED ARRANGEMENTS ON BOTH SIDES OF ANY ROADWAY CLASSIFIED AS A MAJOR OR MINOR THOROUGHFARE WITH THE HYDRANT SPACING AS REFERENCED ABOVE. VALVES ASSOCIATED WITH FIRE HYDRANT ASSEMBLIES SHALL BE LOCATED WITHIN FIFTEEN (15) FEET OF THE FIRE HYDRANT.

WHEN NEW BUILDINGS ARE CONSTRUCTED OR EXISTING BUILDINGS ARE EXPANDED AND CONTAIN 10,000 SQUARE FEET OF FLOOR SPACE (ALL FLOORS OF ALL BUILDINGS, ADDED TOGETHER), HYDRANTS SHALL BE INSTALLED AT 300 FOOT INTERVALS ALONG ALL SIDES OF THE BUILDING THAT ARE ACCESSIBLE TO FIRE PUMPER. THESE HYDRANTS SHALL BE AT LEAST 40 FEET AWAY FROM THE BUILDING. THE TOTAL NUMBER OF HYDRANTS REQUIRED SHALL NOT EXCEED ONE HYDRANT PER SEPARATION OF BUILDINGS PLUS ONE HYDRANT PER 10,000 SQUARE FEET OF FLOOR SPACE.

WHERE SPRINKLER SYSTEMS ARE USED, A FIRE DEPARTMENT CONNECTION SHALL BE PROVIDED ON THE BUILDING. THE FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED WITHIN FIFTY (50) FEET OF A FIRE HYDRANT OR AS OTHERWISE DIRECTED BY THE FIRE MARSHALL. WHERE SPRINKLER SYSTEMS OR A RISER ROOM ARE REQUIRED, OUTSIDE ACCESS IN ACCORDANCE WITH NORTH CAROLINA BUILDING CODE SHALL BE PROVIDED. BACKFLOW PREVENTION FOR SPRINKLER SYSTEMS SHALL BE AS SPECIFIED IN SECTION 6.06 OF THESE STANDARDS.

- B. SPECIFICATIONS: HYDRANTS SHALL CONFORM TO AWWA C502 WITH A MINIMUM VALVE OPENING OF  $4\frac{1}{2}$  INCHES. HYDRANTS SHALL BE FURNISHED WITH A  $4\frac{1}{2}$  INCH STEAMER AND DOUBLE  $2\frac{1}{2}$  INCH HOSE CONNECTIONS WITH CAPS AND CHAINS, NATIONAL STANDARD THREADS, MECHANICAL JOINT,  $1\frac{1}{2}$  INCH PENTAGON OPERATING NUT, OPEN LEFT, PAINTED FIRE HYDRANT RED, BRONZE TO BRONZE SEATING, A MINIMUM  $3\frac{1}{2}$  INCH FOOT BURY DEPTH WITH A BREAK AWAY GROUND LINE FLANGE AND BREAK AWAY ROD COUPLING. THE HYDRANT BONNET WILL BE DESIGNED WITH A SEALED OIL OR GREASE RESERVOIR WITH O-RING SEALS AND A TEFLON THRUST BEARING, AS FURNISHED BY MEULLER "CENTURION" (A-421), KENNEDY "GUARDIAN" OR AMERICAN DARLING (MARK 73-5). FIRE HYDRANT CAPS SHALL BE ATTACHED TO THE BODY OF THE HYDRANT WITH A MINIMUM 2/0 TWIST LINK, HEAVY DUTY, NON-KINKING, MACHINE CHAIN.



### STANDARD DETAIL AND SPECIFICATIONS MANUAL

SMITHFIELD, NORTH CAROLINA  
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- C. INSTALLATION: HYDRANTS SHALL BE PLUMB, PROPERLY LOCATED WITH THE PUMPER NOZZLE FACING THE CLOSEST STREET. THE BACK OF THE HYDRANT OPPOSITE THE PIPE CONNECTION SHALL BE FIRMLY BLOCKED AGAINST THE VERTICAL FACE OF THE TRENCH WITH  $\frac{1}{3}$  CUBIC YARD OF CONCRETE. DOUBLE BRIDLE RODS AND COLLARS SHALL BE CONNECTED FROM THE TEE TO THE HYDRANT. RODS SHALL NOT BE LESS THAN  $\frac{5}{8}$  INCH DIAMETER STOCK AND COATED WITH BITUMINOUS PAINT. A MINIMUM OF 8 CUBIC FEET OF STONE SHALL BE PLACED AROUND THE DRAINS. THE BACKFILL AROUND THE HYDRANTS SHALL BE THOROUGHLY COMPACTED. HYDRANT INSTALLATION SHALL BE IN ACCORDANCE WITH STANDARD ROD VALVE RODDING DETAIL.

#### 6.03 VALVES AND APPURTENANCES

- A. LOCATION: VALVES SHALL BE INSTALLED ON ALL BRANCHES FORM FEEDER MAINS AND HYDRANTS ACCORDING TO THE FOLLOWING SCHEDULE: 3 VALVES AT CROSSES; 2 VALVES AT TEES; AND ONE VALVE ON EACH HYDRANT BRANCH. WHEN A LOOP SECTION OF WATERLINE IS CONNECTED BACK INTO THE FEEDER MAIN WITHIN A DISTANCE OF 200 FEET, OR LESS, ONLY ONE VALVE WILL BE REQUIRED IN THE FEEDER MAIN.

WHERE NO WATERLINE INTERSECTIONS ARE EXISTING, A MAIN LINE VALVE SHALL BE INSTALLED AT EVERY 100 FEET PER 1 INCH DIAMETER MAIN UP TO A DISTANCE OF 2,000 FEET BETWEEN VALVES.

BLOWOFFS SHALL BE INSTALLED AT THE END OF ALL DEAD-END WATERLINES.

COMBINATION AIR VALVES SHALL BE INSTALLED AT ALL HIGH POINTS OF WATERLINES 8 INCHES IN DIAMETER OR LARGER AND AT OTHER LOCATIONS AS DIRECTED BY THE TOWN ENGINEER.

THE WATER MAIN SHALL BE INSTALLED AT A GRADE WHICH WILL ALLOW THE AIR TO MIGRATE TO A HIGHPOINT, WHERE THE AIR CAN BE RELEASED THROUGH AN AIR VALVE. A MINIMUM PIPE SLOPE OF ONE (1) FOOT PER 500 FEET SHOULD BE MAINTAINED. THE SIZE OF THE AIR VALVE SHALL BE DESIGNED BY THE ENGINEER.

- B. SPECIFICATIONS: GATE VALVE GREATER THAN 2 INCHES, SHALL MEET ALL REQUIREMENTS OF AWWA C500 FOR A WORKING PRESSURE OF 150 PSI. ALL SHALL BE MECHANICAL JOINT WITH IRON BODY, BRONZE MOUNTING DOUBLE DISC, PARALLEL SEAT TYPE WITH A NON-RISING STEM AND OPEN LEFT, WITH A DOUBLE O-RING SEAL

GATE VALVES, UP TO AND INCLUDING 12 INCHES, SHALL BE INSTALLED IN A VERTICAL POSITION.

GATE VALVES, 16 INCHES OR LARGER, SHALL BE INSTALLED ONLY UNDER THE SUPERVISION OF THE TOWN ENGINEER AND SHALL BE HORIZONTALLY INSTALLED AND EQUIPPED WITH BEVEL GEARS, GREASE CASE, ROLLERS, TRACKS SCRAPERS, AND A BYPASS LOCATED ON THE SIDE OF THE BODY. FULLY REVOLVING DISC VALVES SHALL NOT REQUIRE ROLLERS.

GATE VALVES, 16 INCHES OR LARGER, INSTALLED IN A VERTICAL POSITION SHALL ONLY BE INSTALLED IN SPECIAL CONDITIONS UNDER THE DIRECTION OF THE TOWN ENGINEER AND SHALL BE EQUIPPED WITH SPUR GEARS ENCLOSED IN A GREASE CASE AND WITH A BYPASS LOCATED ON THE SIDE OF THE BODY.



## STANDARD DETAIL AND SPECIFICATIONS MANUAL

SMITHFIELD, NORTH CAROLINA  
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ALL VALVES 16 (16) INCHES AND GREATER SHALL BE INSTALLED IN A MANHOLE AS SHOWN IN THE STANDARD DETAILS

RESILIENT SEAT WEDGE GATE VALVES SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C509

VALVE BOXES SHALL BE CAST IRON AT THE SCREW OR TELESCOPIC WITH A 5-INCH OPENING WITH "WATER" STAMPED ON THE COVER. VALVE BOX RING ADJUSTMENTS WILL NOT BE ALLOWED.

BUTTERFLY VALVES SHALL BE INSTALLED IN WATERLINES SIXTEEN (16) INCHES, OR GREATER. ALL SHALL MEET THE REQUIREMENTS OF AWWA C504 WITH MECHANICAL JOINTS, 2-INCH OPERATING NUT AND OPEN LEFT. ALL VALVES 16 INCHES AND GREATER SHALL BE INSTALLED IN A MANHOLE AS SHOWN IN STANDARD DETAILS.

BLOW-OFF ASSEMBLIES SHALL BE CONSTRUCTED AS SHOWN IN STANDARD DETAILS. THE VALVE SHALL BE GATE TYPE WITH A NON-RISING STEM AND A 2-INCH OPERATING NUT.

PIPE FITTINGS SHALL BE DUCTILE IRON DESIGNED AND MANUFACTURED AS PER AWWA C110. SIZES OF FITTINGS UP TO AND INCLUDING 12 INCH SHALL BE DESIGNED FOR AN INTERIOR PRESSURE OF 250 PSI; LARGER SIZE FITTINGS SHALL BE DESIGNED FOR AN INTERIOR PRESSURE OF 150 PSI. COMPACT DUCTILE IRON MECHANICAL JOINT FITTINGS ARE ALSO ACCEPTABLE. JOINTS FOR FITTINGS SHALL BE MECHANICAL AND LINED WITH CEMENT MORTAR WITH A SEAL COAT OF BITUMINOUS MATERIAL, ALL IN ACCORDANCE WITH AWWA C104.

REACTION BLOCKING FOR ALL FITTINGS OR COMPONENTS SUBJECT TO HYDROSTATIC THRUST SHALL BE SECURELY ANCHORED BY THE USE OF CONCRETE THRUST BLOCKS POURED IN PLACE. THE REACTION AREAS ARE SHOWN IN STANDARD DETAILS. NO CONCRETE SHALL INTERFERE WITH THE REMOVAL OF FITTINGS. MATERIAL FOR REACTION BLOCKING SHALL BE 3,000 PSI CONCRETE. ALTERNATIVE RESTRAINING METHODS MUST BE DESIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN NORTH CAROLINA AND APPROVED BY THE TOWN ENGINEER.

TAPPING SLEEVES SHALL BE TWO PIECE SPLIT CAST IRON SLEEVES. THE SLEEVE SHALL BE MECHANICAL JOINT TO THE MAIN LINE AND FLANGED TO THE TAPPING VALVE. STAINLESS STEEL TAPPING SLEEVES SHALL ONLY BE ALLOWED ON ASBESTOS-CEMENT PIPE.

TAPPING SADDLES SHALL BE USED ON MAINS 16 INCHES AND LARGER. SADDLES SHALL BE MADE OF DUCTILE IRON PROVIDING A FACTOR OF SAFETY OF 2.5 WITH A WORKING PRESSURE OF 250 PSI. SADDLES SHALL BE EQUIPPED WITH A AWWA C110 FLANGE CONNECTION ON THE BRANCH. SEALING GASKETS SHALL BE O-RING TYPE, HIGH QUALITY MOLDED RUBBER, HAVING APPROXIMATELY 70 DUROMETER HARDNESS, PLACED INTO A GROOVE ON THE CURVED SURFACE OF THE SADDLES. STRAPS SHALL BE ALLOY STEEL.

THE MAXIMUM SIZED SADDLE OUTLET FOR EACH SIZE OF PIPE TO BE TAPPED SHALL BE AS FOLLOWS:

SIZE PIPE TO BE TAPPED	MAXIMUM SIZE SADDLE OUTLET
16"	8"
18"	8"
20"	10"
24" AND LARGER	12"



## STANDARD DETAIL AND SPECIFICATIONS MANUAL

SMITHFIELD, NORTH CAROLINA  
PUBLIC UTILITIES

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COMBINATION AIR VALVES SHALL BE OF THE SINGLE HOUSING STYLE THAT COMBINES THE OPERATION OF BOTH AN AIR/VACUUM AND AIR RELEASE VALVE. THE VALVE SHALL BE MANUFACTURED FOR A 150 PSIG WORKING PRESSURE AND BE SIZED BY THE ENGINEER. THE VALVE MUST MEET THE REQUIREMENTS OF AWWA C512 AND BE INSTALLED IN ACCORDANCE WITH STANDARD DETAILS.

- C. INSTALLATION: VALVES SHALL BE PROPERLY LOCATED, OPERABLE AND AT THE CORRECT ELEVATION. ALL VALVES AND REDUCERS SHALL BE RODDED TO THE TEE OR CROSS IF ONE IS LOCATED WITHIN TEN (10) FEET, AS SHOWN IN STANDARD DETAILS. IF REDUCERS CANNOT BE RODDED, CONCRETE BLOCKING OR OTHER RESTRAINING METHODS WILL BE REQUIRED. THE VALVE BOX SHALL BE CENTERED OVER THE WRENCH NUT AND SEATED ON COMPACTED BACKFILL WITHOUT TOUCHING THE VALVE ASSEMBLY. ALL VALVE BOXES IN ROADWAYS SHALL BE ENCASED IN A TROWEL FINISHED 2'x 2'x 6' PAD OF 3,000 PSI CONCRETE BENEATH THE ASPHALT WITH THE COVER FLUSH WITH THE TOP OF THE PAVEMENT OR FLUSH WITH THE FINISHED GRADE. PRECAST CONCRETE VALVE BOX ENCASEMENTS MAY BE USED FOR VALVE BOX ENCASEMENTS OUTSIDE THE PAVED AREAS. THE MAXIMUM DEPTH OF THE VALVE NUT SHALL BE FIVE (5) FEET. WHEN VALVE EXTENSION KITS ARE USED, THEY MUST BE MANUFACTURED BY THE SAME COMPANY WHICH MANUFACTURED THE VALVE.

#### 6.04 WATER SERVICE TAPS

##### A. MATERIALS

CORPORATION STOPS SHALL BE BRASS, COMPLETE WITH A FLARED COUPLING AND AWWA STANDARD THREADS AS PER AWWA C800. TAPS SHALL BE LOCATED AT 10:00 OR 2:00 ON THE CIRCUMFERENCE OF THE PIPE. SERVICE TAPS SHALL BE STAGGERED, ALTERNATING FROM ONE SIDE OF THE WATER MAIN TO THE OTHER AND AT LEAST 12 INCHES APART. THE TAPS MUST BE A MINIMUM OF 24 INCHES APART IF THEY ARE ON THE SAME SIDE OF THE PIPE.

THE MAXIMUM SIZE OF DIRECT TAPS WITHOUT A FITTING, TAPPING SLEEVE, OR SADDLE FOR DUCTILE IRON WATER MAINS SHALL BE AS FOLLOWS:

SIZE PIPE TO BE TAPPED	MAXIMUM SIZE TAP
4"	3/4"
6"	1"
8"	1-1/4"
10"	1-1/2"
12"	2"

NO BURNED TAPS WILL BE ALLOWED AND EACH CORPORATION STOP WILL BE WRAPPED WITH TEFLON TAPE FOR DUCTILE IRON PIPE WATER MAINS.

SERVICE SADDLES SHALL BE BRONZE BODY (85-5-5 WATERWORKS BRASS) AND DOUBLE STRAP FOR TAPS OVER 1 INCH WITH SILICON BRONZE NUTS CONFORMING TO ASTM A98 AND FACTORY INSTALLED GRADE 60 RUBBER GASKETS.

COPPER SERVICE TUBING SHALL BE TYPE K SOFT COPPER TUBING PER ASTM B88. THE LONGEST AVAILABLE LENGTH OF SERVICE LINE SHOULD BE USED WITH NO UNIONS. AS AN EXAMPLE, FOR A 3/4 INCH SERVICE CONNECTION, NO UNION SHALL BE USED IN THE INSTALLATION OF 100 FEET OR LESS. FOR 3/4 INCH, ONLY ONE (1) UNION WILL BE ALLOWED FOR EACH 100 FOOT SECTION OF FRACTION THEREOF. UNIONS SHALL BE MADE WITH FLARE TYPE COUPLINGS.



## STANDARD DETAIL AND SPECIFICATIONS MANUAL

SMITHFIELD, NORTH CAROLINA  
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METER BOXES FOR 3/4 INCH SERVICES SHALL BE CAST IRON AND A COMPLETE UNIT (LESS METER) FOR SETTING A 5/8 INCH BY 3/4 INCH WATER METER. METER STOPS SHALL BE O-RING SEALED AND HAVE AN INLET ANGLE OF 60 DEGREES WITH A LOCKING LID. RESIDENTIAL SERVICE METERS SHALL BE INSTALLED BY THE TOWN OF SMITHFIELD. METER BOX GRADE ADJUSTER RINGS ARE NOT ACCEPTABLE.

METER BOXES FOR 1 INCH SERVICES SHALL BE CAST IRON BOX AND COVER WITH A METER YOKE AND A COPPER RESETTER.

METER BOXES FOR 1-1/2 AND 2 INCH SERVICES SHALL BE LIGHT WEIGHT POLYMER CONCRETE AS INDICATED IN STANDARD DETAILS. PIPING FOR 1-1/2 AND 2 INCH SERVICES SHALL BE CONSTRUCTED FROM BRASS AND COPPER TUBING AND SHALL BE EQUIPPED WITH ANGLED CHECK VALVE OUTLETS AND BY-PASS FLANGED VALVE OR BY-PASS FLANGED BALL VALVE INLETS

WATER SERVICES GREATER THAN 2 INCHES SHALL BE MADE BY A PRIVATE CONTRACTOR OF THE PROPERTY OWNER OR DEVELOPER. A STRAINER SHALL BE PROVIDED UPSTREAM OF THE METER ON LINES GREATER THAN 2 INCHES.

METER VAULTS WITHIN STREET RIGHT-OF-WAY SHALL MEET HS-20 LOADING REQUIREMENTS AND SHALL BE LOCATED OUTSIDE OF TRAVEL AREAS. THE ACCESS DOOR SHALL BE ALUMINUM WITH A FLUSH DROP LIFT HANDLE, STAINLESS STEEL HINGES & BOLTS, STAINLESS STEEL SLAM LOCK, AN AUTOMATIC HOLD OPEN ARM, AND COMPRESSION SPRINGS TO ALLOW FOR EASY OPENING. POSITIVE DRAINAGE SHALL BE PROVIDED FOR ALL METER VAULTS.

- B. INDIVIDUAL WATER SERVICES SHALL BE PROVIDED FROM THE MAIN TO EACH WATER METER FOR SINGLE FAMILY RESIDENCES IN ACCORDANCE WITH STANDARD DETAILS. CONNECTIONS TO EXISTING MAINS SHALL BE MADE BY WET TAPS.

SERVICE CONNECTIONS SHALL BE MADE PERPENDICULAR FROM THE MAIN LINE AND SHALL RUN STRAIGHT TO THE METER WHICH SHALL BE LOCATED AT THE EDGE OF THE SERVICED LOT'S RIGHT-OF-WAY, OR EASEMENT. NO WATER METER BOX OR VAULT SHALL BE LOCATED IN STREETS, SIDEWALKS, OR PARKING AREAS IN RESIDENTIAL AREAS. IN NON-RESIDENTIAL AREAS, METER LOCATION SHALL BE CONSIDERED ON A CASE-BY-CASE BASIS. PROVISIONS FOR BACKFLOW PREVENTION SHALL BE AS SPECIFIED IN SECTION 6.06 OF THESE STANDARDS.

SERVICE TAPS TO WATER MAINS SHALL BE MADE BY A LICENSED UTILITY CONTRACTOR THAT IS LICENSED IN NORTH CAROLINA AND SHALL BE THE RESPONSIBILITY OF THE OWNER OR DEVELOPER. TAPS SHALL BE INSPECTED BY THE TOWN OF SMITHFIELD UTILITY DEPARTMENT AND SHALL BE IN ACCORDANCE WITH STANDARD DETAILS.

THE WATER METER SHALL BE SIZED BASED ON THE WATER DEMAND. WATER METER SIZE CAN BE DETERMINED AS FOLLOWS:

TABLE 5.1  
WATER METER SIZING FOR FLUSH TANKS

METER SIZE (INCHES)	LOAD RANGE (FIXTURES)	FLOW RANGE (FIXTURES)
3/4" PD	1 - 22	0 - 20
1" PD	22 - 140	20 - 50
1-1/2" PD	140 - 450	50 - 100
2" PD	450 - 1000	100 - 200
3" T or C	1000 - 2500	200 - 400
4" T or C	2500 - 5000	400 - 600



## STANDARD DETAIL AND SPECIFICATIONS MANUAL

SMITHFIELD, NORTH CAROLINA  
PUBLIC UTILITIES

SCALE:  
NTS

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06.00\_P6

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### WATER METER SIZING FOR FLUSH VALVES

METER SIZE (INCHES)	LOAD RANGE (FIXTURES)	FLOW RANGE (FIXTURES)
3/4" PD	1 - 8	0 - 20
1" PD	9 - 50	20 - 50
1-1/2" PD	50 - 275	50 - 100
2" PD	275 - 1000	100 - 200
3" T or C	1000 - 2500	200 - 400
4" T or C	2500 - 5000	400 - 600

PD = POSITIVE DISPLACEMENT

T = TURBINE

C = COMPOUND (MUST BE SIZED ON A CASE BY CASE BASIS)

#### 6.05 RELATION OF WATER MAINS TO SANITARY AND STORM SEWERS

- A. LATERAL SEPARATION OF SEWERS AND WATER MAINS. WATER MAINS SHALL BE LAID AT LEAST TEN (10) FEET Laterally FROM EXISTING OR PROPOSED SEWERS, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT A 10-FOOT LATERAL SEPARATION; IN WHICH CASE:
  1. THE WATER MAIN IS LAID IN A SEPARATE TRENCH, WITH THE ELEVATION OF THE BOTTOM MAIN AT LEAST EIGHTEEN (18) INCHES ABOVE THE TOP OF THE SEWER; OR
  2. THE WATER MAIN IS LAID IN THE SAME TRENCH AS THE SEWER WITH THE WATER MAIN LOCATED AT ONE SIDE ON A BENCH OF UNDISTURBED EARTH, AND WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST EIGHTEEN (18) INCHES ABOVE THE TOP OF THE SEWER.
- B. CROSSING A WATER MAIN OVER A SEWER. WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS OVER A SEWER, THE WATER MAIN SHALL BE LAID AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST EIGHTEEN (18) INCHES ABOVE THE TOP OF THE SEWER, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT AN 18-INCH VERTICAL SEPARATION; IN WHICH CASE BOTH THE WATER MAIN AND THE SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF TEN (10) FEET ON EACH OF THE POINT OF CROSSING.
- C. CROSSING A WATER MAIN UNDER A SEWER. WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS UNDER A SEWER, BOTH THE WATER MAIN AND THE SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF TEN (10) FEET ON EACH OF THE POINT OF CROSSING. A SECTION OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING.

#### 6.06 BACKFLOW PREVENTION

WHEN A FIRE PROTECTION SYSTEM IS PROPOSED AND NO ANTI-FREEZE CHEMICALS ARE TO BE USED, A DOUBLE CHECK VALVE ASSEMBLY INCLUDING 2 CHECK VALVES, 2 GATE VALVES, AND 4 TEST COCKS SHOULD BE INSTALLED ON THE SPRINKLER FIRE PROTECTION LINE. IF ANY CHEMICALS ARE PROPOSED TO BE ADDED TO A SPRINKLER FIRE PROTECTION SYSTEM, A REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER, APPROVED BY THE UNDERWRITERS LABORATORIES AND/OR THE FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH, UNIVERSITY OF SOUTHERN CALIFORNIA SHALL BE USED.

ALL WATER SERVICES SHALL BE PROVIDED WITH BACKFLOW PREVENTION DEVICES ADJACENT TO OR WITHIN THE METER BOX VAULT



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ALL IRRIGATION SYSTEMS WITH CHEMICAL ADDITIVES OR BOOSTER PUMP, SHALL BE PROVIDED WITH REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION, INSTALLED IN ACCORDANCE WITH THE FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH. REDUCED PRESSURE ZONE BACKFLOW PREVENTERS MUST HAVE AN APPROPRIATELY SIZED DRAINAGE SYSTEM OR BE INSTALLED ABOVE GROUND. ABOVE GROUND INSTALLATION SHALL HAVE AN INSULATED BOX.

A POST INDICATOR VALVE SHALL BE PROVIDED AT THE RIGHT-OF-WAY OR EDGE OF EASEMENT. WHEN BACKFLOW PREVENTION DEVICES ARE CONTAINED WITHIN A BUILDING; OUTSIDE ACCESS, ABOVE THE FINISHED FLOOR ELEVATION, SHALL BE PROVIDED. THE TOP OF THE POST INDICATOR VALVE SHALL BE INSTALLED AT 36 INCHES ABOVE THE FINISHED GRADE. THE TOWN SHALL MAINTAIN UP TO AND INCLUDING THE POST INDICATOR VALVE, BUT NOT BEYOND.

#### 6.07 AUTOMATIC FIRE SPRINKLER SYSTEM STANDARD

##### A. GENERAL

FOUR (4) COMPLETE SETS OF WORKING PLANS FOR ALL FIRE SPRINKLER SYSTEMS AND STANDPIPE SYSTEMS ARE TO BE SUBMITTED TO THE TOWN WITH A CURRENT AND PROPERLY SIGNED AND SEALED N.C.P.E. STAMP. ALL FIRE SPRINKLER SYSTEMS SHALL BE INSTALLED WITH AN ALARM CHECK VALVE INSTALLED IN EACH RISER, WITH ALL THE TRIMMINGS (EXAMPLE: RETARD CHAMBER, WATER MOTOR GONG, PRESSURE GAUGES, ETC.) COMPLETE WORKING PLANS SHALL BE APPROVED BY THE TOWN BEFORE AN INSTALLATION OF THE SPRINKLER SYSTEMS BEGINS. IF TWENTY (20) SPRINKLER HEADS OR MORE ARE ADDED TO AN EXISTING SPRINKLER SYSTEM, OR IF A NEW SPRINKLER SYSTEM IS INSTALLED, COMPLETE PLANS AND CALCULATIONS ARE REQUIRED. EXISTING SYSTEM ADDITIONS OR THE DISABLING OF ANY SPRINKLER SYSTEM SHALL REQUIRE NOTIFICATION TO THE FIRE OFFICIAL TWENTY-FOUR (24) HOURS IN ADVANCE.

##### B. DESIGN

FULL WORKING PLANS ARE TO BE IN COMPLETE COMPLIANCE WITH NFPA #13, 13D, 13R, 14 231C AND TOWN OF SMITHFIELD SPECIFICATIONS. AN NFPA ABOVE GROUND MATERIAL AND TEST CERTIFICATE AND AN NFPA UNDERGROUND MATERIAL AND TEST CERTIFICATE ARE REQUIRED TO BE PRESENTED AFTER COMPLETION OF DESIGNATED, APPROVED WORK.

##### C. HYDRAULIC DESIGN

IF A SYSTEM IS HYDRAULICALLY DESIGNED, THE FOLLOWING DESIGN CRITERIA MUST BE FOLLOWED:

1. SAFETY MARGIN: A TEN (10) PERCENT SAFETY MARGIN MUST BE INCLUDED IN ALL HYDRAULIC CALCULATIONS. SYSTEM SUPPLY MUST EQUAL OR EXCEED 1.1 TIMES THAT OF THE SYSTEM DEMAND. (EXAMPLE: DEMAND = 50 psi; SUPPLY > 55 psi)
2. HOSE ALLOWANCE: A MINIMUM OF 500 GPM OUTSIDE HOSE ALLOWANCE MUST BE CALCULATED ON ALL SPRINKLER SYSTEMS. INTERIOR HOSE ALLOWANCES ARE TO FOLLOW NFPA 13 REQUIREMENTS.

##### D. POST INDICATOR VALVE

POST INDICATOR VALVES SHALL BE IN ACCORDANCE WITH SECTION 6.06

##### E. BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH SECTION 6.06



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- E. BACKFLOW PREVENTION  
BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH SECTION 6.06
- F. FIRE DEPARTMENT CONNECTION  
WHERE AUTOMATIC FIRE SPRINKLER SYSTEMS ARE USED, A FIRE DEPARTMENT CONNECTION SHALL BE PROVIDED ON THE BUILDING. THE FIRE DEPARTMENT CONNECTION SHALL BE LOCATED WITHIN FIFTY (50) FEET OF A FIRE HYDRANT OR AS OTHERWISE DIRECTED BY THE FIRE OFFICIAL. WHEN A SPRINKLER SYSTEM SERVES ONLY PART OF A LARGE STRUCTURE, THE FIRE DEPARTMENT CONNECTION SHALL BE LABELED AS TO WHICH SECTION OF THE STRUCTURE THAT SPRINKLER RISER SERVES. THIS LABELING SHALL BE A MINIMUM OF TWO (2) INCH LETTERING ON A PERMANENT SIGN.
- G. DEDICATED RISER ROOM  
A DEDICATED SPRINKLER RISER ROOM IS REQUIRED PROVIDING AN ENTRY DOOR TO THE ROOM FROM THE EXTERIOR OF THE BUILDING.
- H. ALARM COMMUNICATION  
ALL SPRINKLER SYSTEMS ARE TO HAVE ALARM COMMUNICATION EQUIPMENT TO FULLY COMPLY WITH NFIPA 72. EQUIPMENT MUST BE FULLY FUNCTIONAL AND REPORTING TO A U.L. APPROVED CENTRAL RECEIVING STATION (NFIPA 71) BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED FOR THE FACILITY.
- I. ACCESS  
ALL BUILDINGS WHICH HAVE A FIRE SPRINKLER PROTECTION SYSTEM SHALL PROVIDE A "KNOX BOX" KEY ENTRY SYSTEM. THIS KNOX BOX SHALL BE MOUNTED ON THE MAIN EXTERIOR ENTRANCE TO THE BUILDING OR AS OTHERWISE DIRECTED BY THE FIRE OFFICIAL. MOUNT KNOX BOX ON WALL AT 5 FEET A.F.F. ON DOOR HANDLE SIDE OF THE DEDICATED RISER ROOM DOOR. THIS KNOX BOX SHALL BE ORDERED THROUGH THE TOWN OF SMITHFIELD FIRE DEPARTMENT AND SHALL BE IN PLACE BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED. FORMS ARE AVAILABLE FROM THE TOWN OF SMITHFIELD FIRE DEPARTMENT. AVERAGE DELIVERY TIME IS FIVE (5) TO SIX (6) WEEKS. KEYS SHALL BE PROVIDED TO THE TOWN OF SMITHFIELD FIRE DEPARTMENT BY THE OWNER/MANAGER.
- J. IDENTIFICATION  
THE EXTERIOR DOOR LEADING TO THE DEDICATED SPRINKLER RISER ROOM SHALL BE LABELED WITH MINIMUM TWO (2) INCH LETTERING DESIGNATING "SPRINKLER RISER ROOM" IN A CONTRASTING COLOR. DURABLE VINYL LETTERING IS SUGGESTED.
- K. FIRE ALARM PANEL LOCATION  
WHEN A BUILDING IS PROTECTED BY AN AUTOMATIC SPRINKLER SYSTEM AND HAS A FIRE ALARM SYSTEM, THE FIRE ALARM CONTROL PANEL OR A REMOTE ANNUNCIATOR OF THE FIRE ALARM CONTROL PANEL SHALL BE PLACED WHERE THE FIRE DEPARTMENT IS MOST LIKELY TO ACCESS THE BUILDING OR AS DIRECTED BY THE FIRE OFFICIAL. THIS CONTROL PANEL SHALL HAVE THE CAPACITY OF SILENCING AND RESETTING. A FRAMED ZONE MAP SHALL BE ADJACENT TO THE FIRE ALARM CONTROL PANEL. NOMENCLATURE SHALL CORRESPOND WITH THE ZONE MAP.

#### 6.08 TESTING AND INSPECTION

ALL MATERIALS USED MUST HAVE A PRELIMINARY INSPECTION BY THE INSPECTOR BEFORE THEY SHALL BE ALLOWED TO BE INSTALLED. MATERIALS REJECTED BY THE INSPECTOR SHALL BE IMMEDIATELY REMOVED FROM THE JOBSITE.



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THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, AND EQUIPMENT TO PERFORM ALL TESTING AND INSPECTIONS TO THE SATISFACTION OF THE INSPECTOR. THE TOWN OF SMITHFIELD SHALL PROVIDE WATER FOR TESTING PURPOSES ON WATER MAINS.

A. PIGGING AND FLUSHING

ALL NEW MAINS LESS THAN SIXTEEN (16) INCHES IN DIAMETER SHALL BE PIGGED WITH A POLYETHYLENE "PIG". PIGGING SHALL OCCUR PRIOR TO HYDROSTATIC TESTING AND CHLORINATION. THE PIG SHOULD BE INSERTED IN THE FIRST JOINT OF PIPE AND BLOWN OUT ALONG WATER LINE THROUGH A BLOW-OFF ASSEMBLY OR A FIRE HYDRANT. THE USE OF A DISASSEMBLED FIRE HYDRANT TO REMOVE THE PIG MAY ONLY OCCUR ON SMALL WATER LINES. A BLOW-OFF ASSEMBLY IN ACCORDANCE WITH STANDARD DETAILS IS REQUIRED AT THE END OF ALL MAINS.

FOLLOWING PIGGING OF THE WATER LINE, FLUSHING MUST OCCUR UNTIL CLEAR WATER IS DISCHARGED FORM THE BLOW-OFF. EXCESSIVE FLUSHING IS DISCOURAGED IN AN EFFORT TO CONSERVE WATER.

WHEN A NEW SHORT WATER LINE IS INSTALLED BETWEEN TWO (2) EXISTING WATER LINES, THE TOWN ENGINEER MAY WAIVE THE REQUIREMENT FOR PIGGING. IF THE WTAER LINE IS LONG, TEMPORARY PIG LAUNCHING AND RETRIEVING STATIONS MUST BE INSTALLED NEAR THE TIE POINTS TO THE EXISTING LINES.

B. HYDROSTATIC TESTING

NO VALVE IN THE EXISTING TOWN OF SMITHFIELD WATER SYSTEM SHALL BE OPERATED WITHOUT AUTHORIZATION FOR THE PUBLIC UTILITIES DEPARTMENT. A SECTION OF LINE WHICH IS TO BE HYDROSTATICALLY TESTED, SHALL BE SLOWLY FILLED WITH WATER AT A RATE WHICH WILL ALLOW COMPLETE EVACUATION OF AIR FROM THE LINE. HAND PUMPS SHALL NOT BE USED FOR THE PRESSURE TESTING OF WATER MAINS. TAPS USED FOR TESTING PURPOSES SHALL BE REMOVED AFTER TESTING AND REPAIRED USING A STAINLESS STEEL FULL CIRCLE REPAIR CLAMP IN ACCORDANCE WITH STANDARD DETAILS.

THE LINE SHALL BE TESTED TO A PRESSURE OF 200 PSI, AS MEASURED AT THE LOWEST ELEVATION OF THE LINE, FOR A DURATION OF TWO (2) HOURS. THE PRESSURE GAUGE USED IN THE HYDROSTATIC TEST SHALL BE CALIBRATED IN INCREMENTS OF 10 PSI, OR LESS. AT THE END OF THE TEST PERIOD, THE LEAKAGE SHALL BE MEASURED WITH AN ACCURATE WATER METER.

PIPE SIZE (INCHES)	ALLOWABLE LEAKAGE (GALLONS PER 1,000 FEET OF PIPE)
4	0.85
6	1.28
8	1.70
12	2.56
16	3.40
20	4.24
24	5.10

ALL VISIBLE LEAKS ARE TO BE REPAIRED, REGARDLESS OF THE AMOUNT OF LEAKAGE.

C. CHLORINATION

ALL ADDITIONS OR REPLACEMENTS TO THE WATER SYSTEM SHALL BE CHLORINATED BEFORE BEING PLACED IN SERVICE. SUCH CHLORINATION MUST TAKE PLACE UNDER THE SUPERVISION OF AN INSPECTOR.



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CHLORINATION OF A COMPLETED LINE SHALL BE CARRIED OUT IN THE FOLLOWING MANNER:

- a) TAPS WILL BE MADE AT THE CONTROL VALVE AT THE UPSTREAM END OF THE LINE. THE LINE SHALL HAVE A UNIFORM CONCENTRATION OF 100 PPM TOTAL CHLORINE AT ALL EXTREMITIES, INCLUDING VALVES.
- b) A SOLUTION OF WATER CONTAINING HIGH TEST HYPOCHLORITE (70%) AVAILABLE CHLORINE SHALL BE INTRODUCED INTO THE LINE BY REGULATED PUMPING AT THE CONTROL VALVE TAP. THE CHART BELOW SHOWS THE REQUIRED QUANTITY OF 70% HTH COMPOUND TO BE CONTAINED IN A SOLUTION IN EACH 1,000 FEET SECTION OF LINE TO PRODUCE THE DESIRED CONCENTRATION OF 100 PPM.

PIPE SIZE (INCHES)	POUNDS HIGH TEST HYPOCHLORITE (70%) PER 1,000 FEET OF LINE
6	1.76
8	3.12
10	4.84
12	7.00
14	9.52
16	12.44
20	19.52
24	28.00

THE HTH SOLUTION SHALL BE CIRCULATED IN THE MAIN BY OPENING THE CONTROL VALVE AND SYSTEMATICALLY MANIPULATING HYDRANTS AND TAPS AT THE LINE EXTREMITIES. THE HTH SOLUTION MUST BE PUMPED IN AT A CONSTANT RATE FOR EACH DISCHARGE RATE IN ORDER THAT A UNIFORM CONCENTRATION WILL BE PRODUCED IN MAINS.

HTH SOLUTION SHALL REMAIN IN LINES FOR NO LESS THAN 24 HOURS OR AS DIRECTED BY THE TOWN ENGINEER.

EXTREME CARE WILL BE EXERCISED AT ALL TIMES TO PREVENT THE HTH SOLUTION FROM ENTERING EXISTING MAINS.

- D. BACTERIOLOGICAL SAMPLING  
FREE RESIDUAL CHLORINE AFTER 24 HOURS SHALL BE AT LEAST 10 PPM OR THE INSPECTOR WILL REQUIRE THAT THE LINES BE RECHLORINATED.

FLUSHING OF LINES MAY PROCEED AFTER 24 HOURS, PROVIDED THE FREE RESIDUAL CHLORINE ANALYSIS IS SATISFACTORY. FLUSHING SHALL BE CONTAINED UNTIL AN ORTHOTOLIDINE CHECK SHOWS THAT THE LINES CONTAIN ONLY THE NORMAL CHLORINE RESIDUAL. SAMPLES FOR BACTERIOLOGICAL ANALYSIS SHALL BE COLLECTED IN THE PRESENCE OF A TOWN OFFICIAL 24 HOURS AFTER FLUSHING IS COMPLETED. THE CONTRACTOR SHALL PROVIDE PROPER CERTIFICATION OF THE BACTERIOLOGICAL ANALYSIS TO THE TOWN UPON COMPLETION OF TESTING AND PRIOR TO UTILIZATION OF THE LINE.

IF TEST RESULTS ARE UNSATISFACTORY, THE CONTRACTOR SHALL IMMEDIATELY RECHLORINATE LINES AND PROCEED WITH SUCH MEASURES AS ARE NECESSARY TO SECURE STERILE LINES.



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THE NEW WATER SYSTEM SHALL BE VALVED OFF FROM THE EXISTING SYSTEM UNTIL A SATISFACTORY BACTERIOLOGICAL SAMPLE HAS BEEN OBTAINED AND THE INSPECTOR HAS AUTHORIZED THE USE OF THE NEW WATER SYSTEM.

#### 6.09 FIRE PROTECTION DURING CONSTRUCTION

THE FIRE PROTECTION WATER SUPPLY SYSTEM, INCLUDING FIRE HYDRANTS, SHALL BE INSTALLED AND BE IN AT LEAST THE FUNCTIONAL STATUS PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE PROJECT SITE. IF PHASED CONSTRUCTION IS PLANNED, COORDINATED INSTALLATION OF THE FIRE PROTECTION WATER SYSTEM IS PERMITTED. COORDINATION OF THE WATER SYSTEM WILL BE DONE THROUGH THE PUBLIC UTILITIES DEPARTMENT AND THE SMITHFIELD FIRE DEPARTMENT. FUNCTIONAL STATUS WOULD INCLUDE MEETING ALL STANDARDS SET FORTH IN SECTION 6.08 – TESTING AND INSPECTION.

#### 6.10 IRRIGATION SYSTEMS

ALL IRRIGATION SYSTEMS WITHIN PUBLIC STREET RIGHT OF WAY SHALL OBTAIN AN ENCROACHMENT AGREEMENT FOR THE TOWN, PRIOR TO INSTALLATION OF THE SYSTEM. PLANS DESIGNATING THE LOCATION, SIZE, MATERIAL DEPTH, ETC. SHALL BE SUBMITTED WITH THE APPLICATION FOR AN ENCROACHMENT AGREEMENT.

PIPE MATERIAL FOR THE MAINLINE PROPOSED TO BE USED WITHIN THE PUBLIC RIGHT OF WAY SHALL BE SCHEDULE 40 PVC OR GREATER. A DISTANCE OF AT LEAST TWO (2) FEET SHALL BE PROVIDED FROM THE BACK OF THE CURB. A MINIMUM DEPTH OF TWO (2) FEET SHALL BE PROVIDED.

THE IRRIGATION MAINLINE PIPE SYSTEM SHALL BE HYDROSTATICALLY TESTED AS PER SECTION 6.08, WITH A MINIMUM PRESSURE OF 250 PSI OR 50 PSI ABOVE WORKING PRESSURE.

IRRIGATION SYSTEMS SHALL HAVE A BACKFLOW PREVENTER INSTALLED IN ACCORDANCE WITH SECTION 6.06

ALL STREET CROSSINGS OF IRRIGATION SYSTEMS SHALL BE CONTAINED WITHIN AN ENCASEMENT CONDUIT. DUCTILE IRON CASING SHALL BE USED. IRRIGATION SYSTEMS INSTALLED IN THE MEDIANS OF TOWN MAINTAINED ROADWAYS MUST ALSO HAVE FRENCH DRAINS INSTALLED BEHIND THE CURB AND GUTTER, WHICH IS PIPED TO A STORM DRAIN SYSTEM.

#### 6.11 REPAIR OF WATER LINES

JOINT LEAKS OF CAST IRON PIPE, DUCTILE IRON PIPE, AND PVC PIPE SHALL USE A BELL JOINT LEAK REPAIR CLAMP, AS MANUFACTURED BY ROCKWELL, OR OTHER APPROVED EQUAL.

LINE BREAKS OR PUNCTURES SHALL BE REPAIRED BY A FULL CIRCLE CLAMP AS MANUFACTURED BY ROCKWELL, OR OTHER APPROVED EQUAL.

LINE SPLITS OR BLOW OUTS SHALL BE REPAIRED BY REPLACING THE DAMAGED SECTION WITH DUCTILE IRON PIPE, OR C900 PVC PIPE, WITH REPAIR COUPLINGS AT EACH END. REPAIR COUPLING SHALL BE KRAUSZ HYMAX COUPLING, OR APPROVED EQUAL.



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A. WATER SERVICE LINE REPAIRS

A WATER SERVICE LINE SEVERED BETWEEN THE WATER MAINS AND THE WATER METER SHALL BE REPAIRED USING NEW TYPE K COPPER TUBING AND BRASS THREE (3) PIECE COMPRESSION UNIONS.

A CORPORATION STOP PULLED OUT OF A PVC PIPE WATER MAIN SHALL HAVE A NEW SERVICE SADDLE AND A NEW CORPORATION STOP INSTALLED ON THE WATER MAIN.

A CORPORATION STOP PULLED OUT OF A DUCTILE IRON PIPE WATER MAIN SHALL HAVE A FULL CIRCLE REPAIR CLAMP PLACE OVER THE OLD TAP HOLE. A NEW TAP SHALL BE MADE AND A NEW CORPORATION STOP INSTALLED ON THE WATER MAIN.

END OF SECTION 6.00



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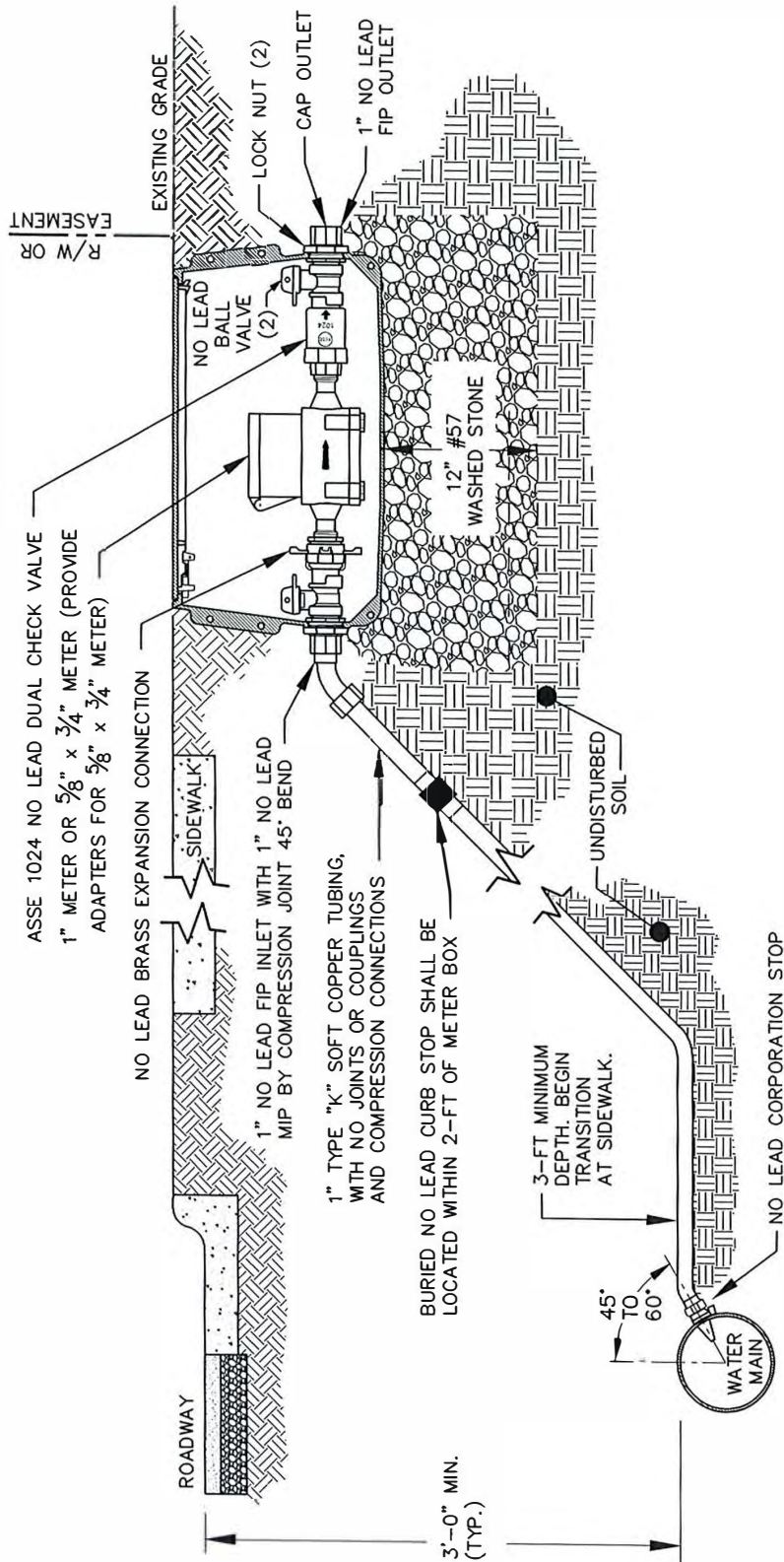
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- NOTES:
1. WATER METER SHALL NOT BE LOCATED IN AREAS SUBJECT TO VEHICULAR TRAFFIC.
  2. ALL SERVICE LINES, VALVES AND FITTINGS SHALL COMPLY WITH AWWA C800.
  3. ALL BRASS COMPONENTS SHALL BE 'NO LEAD' BRASS MEETING UNS C89833 AS PER ASTM B584.
  4. MARKING TAPE SHALL BE INSTALLED FOR ALL SERVICE CONNECTIONS FROM THE MAIN LINE TO THE METER FOR ALL NEW CONSTRUCTION OR RETROFIT INSTALLATIONS USING OPEN TRENCH METHODS.
  5. TOWN MAINTENANCE ENDS AT METER OUTLET CONNECTION



## STANDARD 3/4 AND 1 INCH METER INSTALLATION

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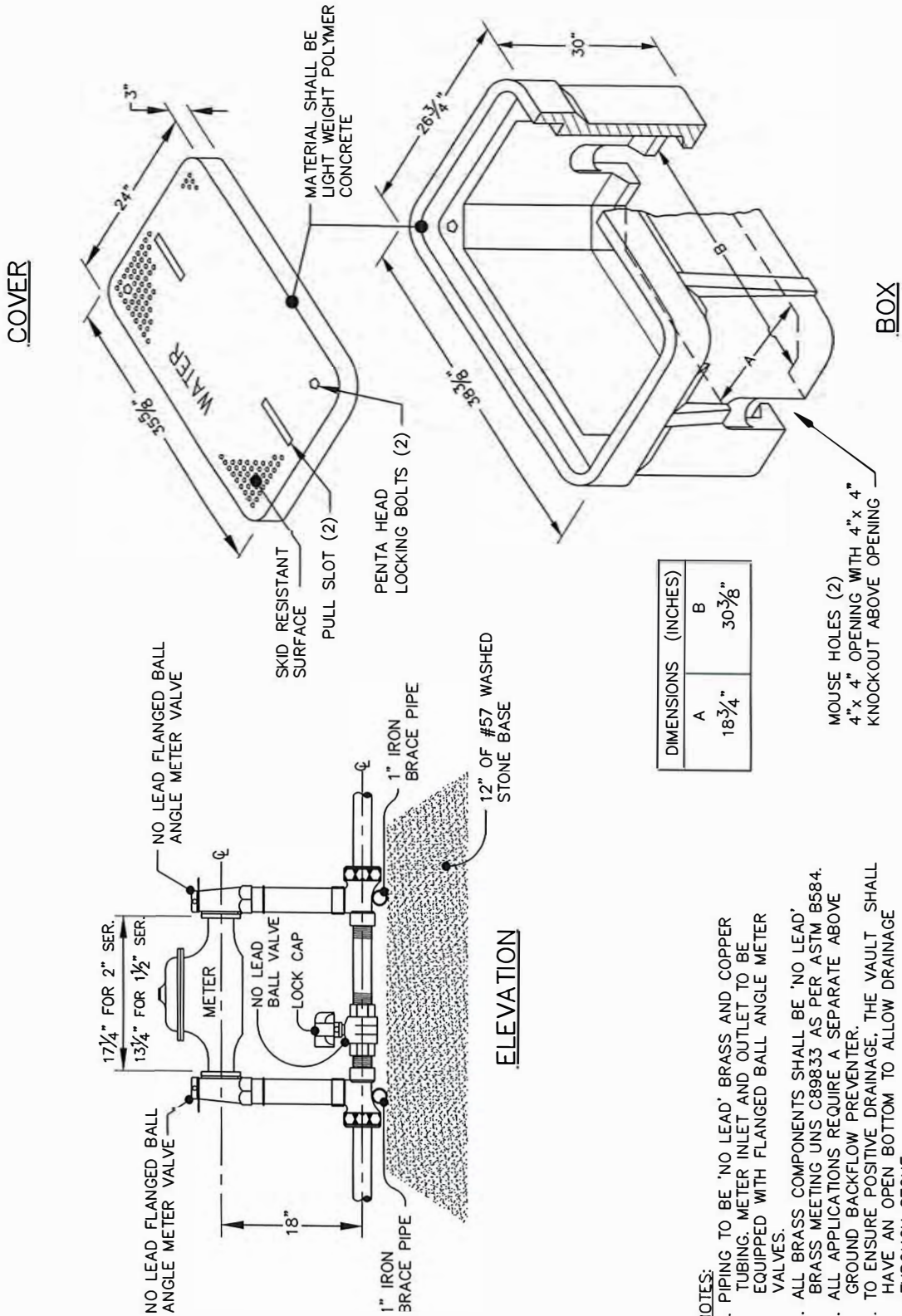
# STANDARD 1-1/2 AND 2 INCH METER INSTALLATION

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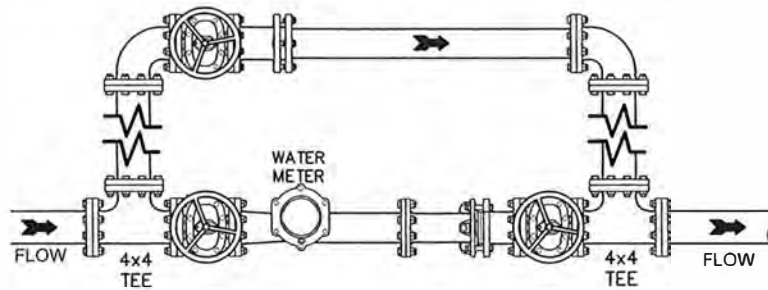
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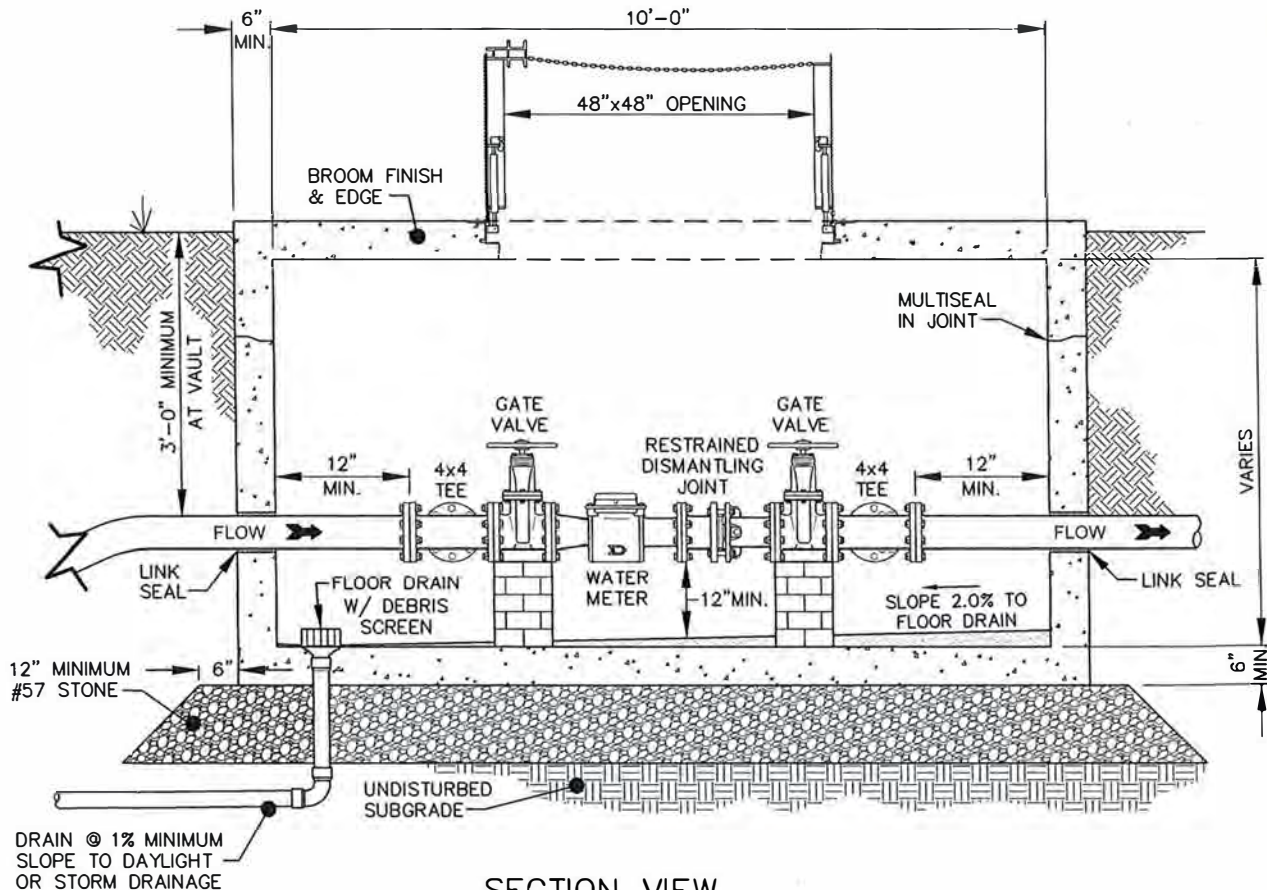
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PLAN VIEW



SECTION VIEW

**GENERAL NOTES:**

1. METER AND BYPASS ASSEMBLY PIPING TO BE DUCTILE IRON FLANGED PIPE INSIDE THE VAULT.
2. METER FACE TO BE A MAXIMUM OF 2 FEET BELOW FINISHED GRADE.
3. ACCESS DOOR SHALL BE H-20 RATED ALUMINUM DOUBLE DOOR WITH A MINIMUM OPENING OF 48" x 48".
4. VALVES SHALL BE IRON BODY TYPE, RESILIENT WEDGE GATE VALVES WITH NON-RISING STEM, HANDWHEEL OPERATORS AND FLANGE CONNECTIONS.
5. ALL VALVES SHALL BE SUPPORTED AND THE BYPASS LINE SHALL HAVE A TOTAL OF TWO SUPPORTS. SUPPORTS SHALL BE EITHER SOLID BRICK, SOLID BLOCK, OR STAINLESS STEEL.
6. TO ENSURE POSITIVE DRAINAGE, THE VAULT SHALL BE TIED INTO THE EXISTING STORM DRAINAGE SYSTEM, IF POSITIVE DRAINAGE IS UNOBTAINABLE, A SUMP PUMP SHALL BE LOCATED AND OPERATED IN THE VAULT.
7. ALL COMMERCIAL OR OTHER NON-RESIDENTIAL APPLICATIONS REQUIRE AN ABOVE GROUND BACKFLOW PREVENTER.
8. DOUBLE DOORS SHALL BE LOCKABLE WITH OWNER-SUPPLIED PADLOCK.
9. SEPARATE STRAINER MAY BE REQUIRED IF PROPOSED METER DOES NOT HAVE AN INTEGRAL STRAINER.



STANDARD 3 AND 4 INCH  
METER INSTALLATION

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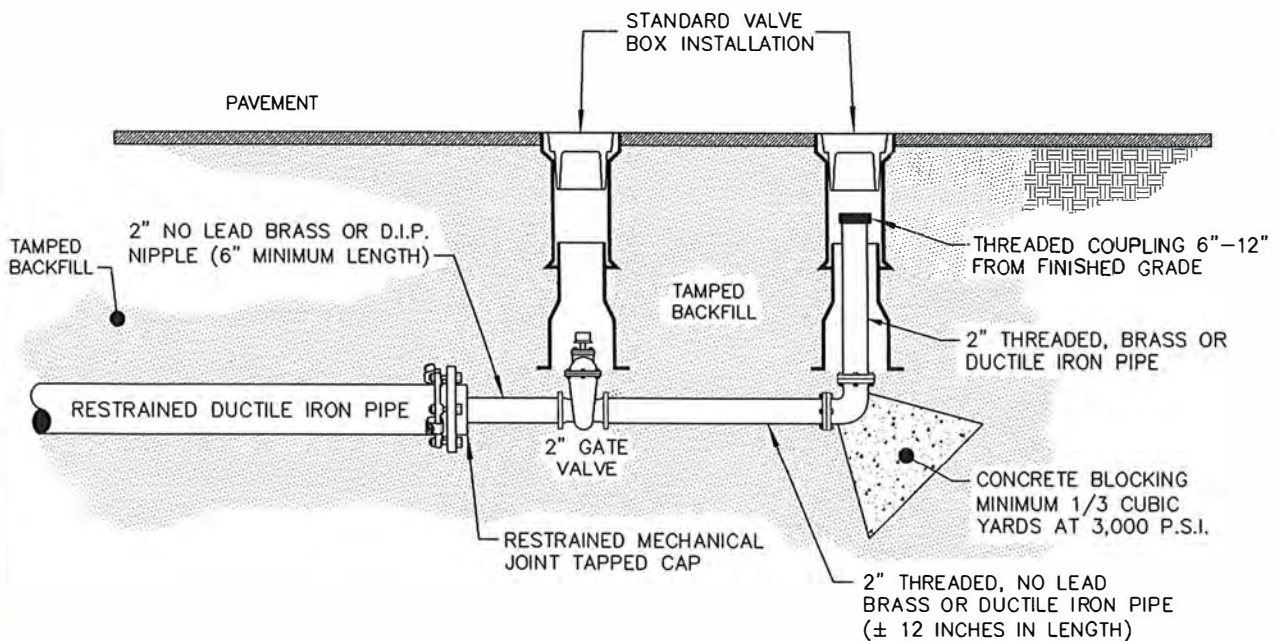
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MAIN SIZE	END PIPE SIZE
4" - 12"	2" BLOW-OFF
14" & GREATER	APPROVED BY UTILITY DIRECTOR

STANDARD VALVE  
BOX INSTALLATION  
(SEE DETAIL 06000.08)



NOTE:

1. FOR MAINS THAT RE TO BE EXTENDED, USE A VALVE EQUAL TO THE MAIN SIZE AS THE BLOW-OFF VALVE AND THEN REDUCE TO THE 2-INCH STANDARD PIPE
2. WHEN BLOW-OFF IS EXPOSED TO TRAFFIC, THE DETAIL FOR A PAVED AREA SHALL BE USED EVEN IF THE BLOW-OFF IS OUTSIDE THE PAVEMENT



STANDARD 2" BLOW-OFF  
ASSEMBLY

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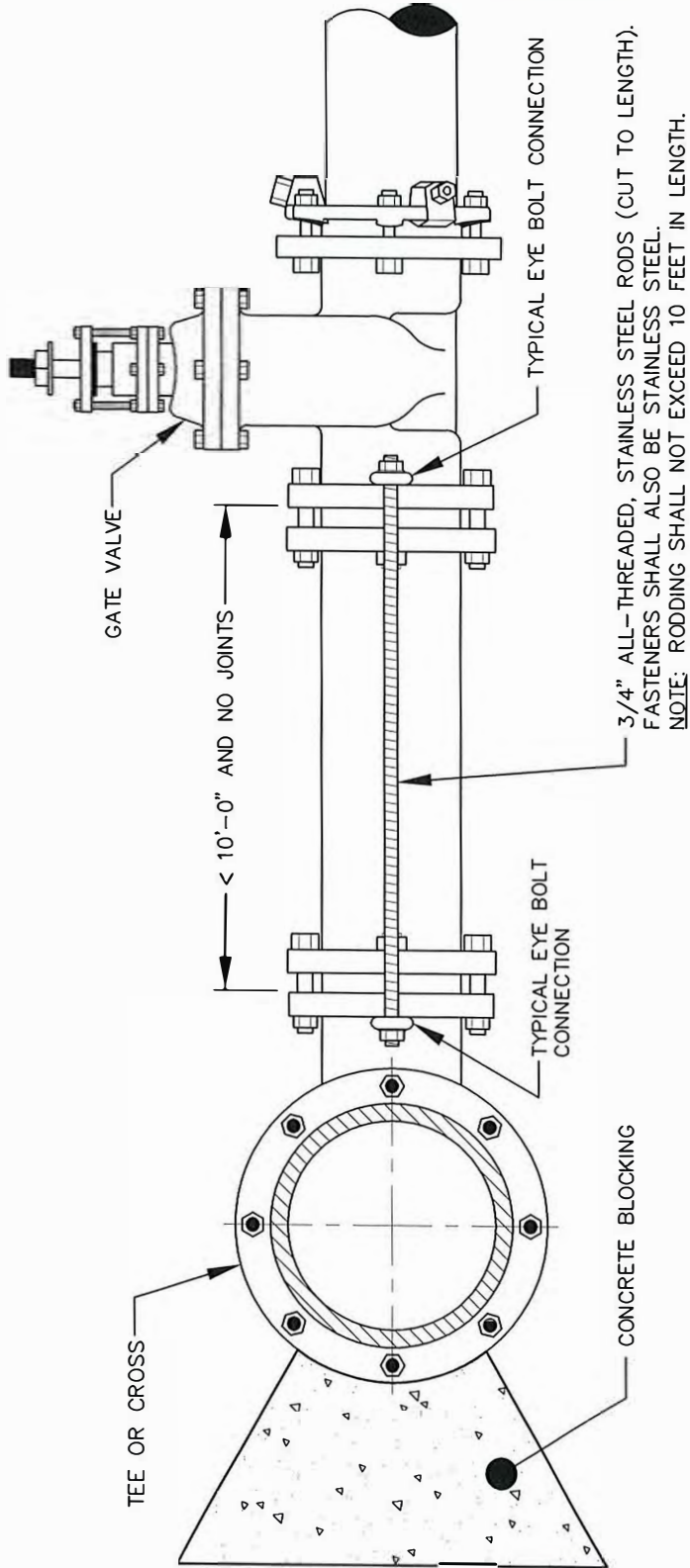
# STANDARD VALVE RODDING

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## GENERAL NOTES:

1. CONCRETE SHALL NOT CONTACT BOLTS OR ENDS OF MECHANICAL FITTINGS.
2. RODS SHALL NOT BE COUPLED.

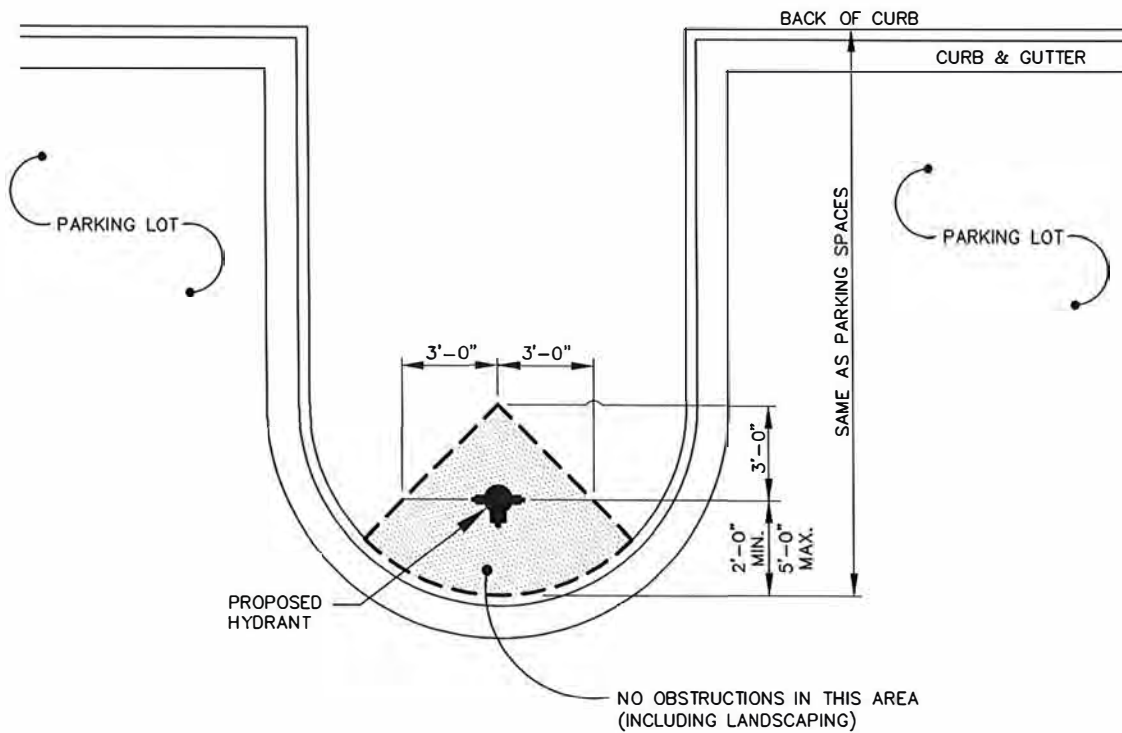
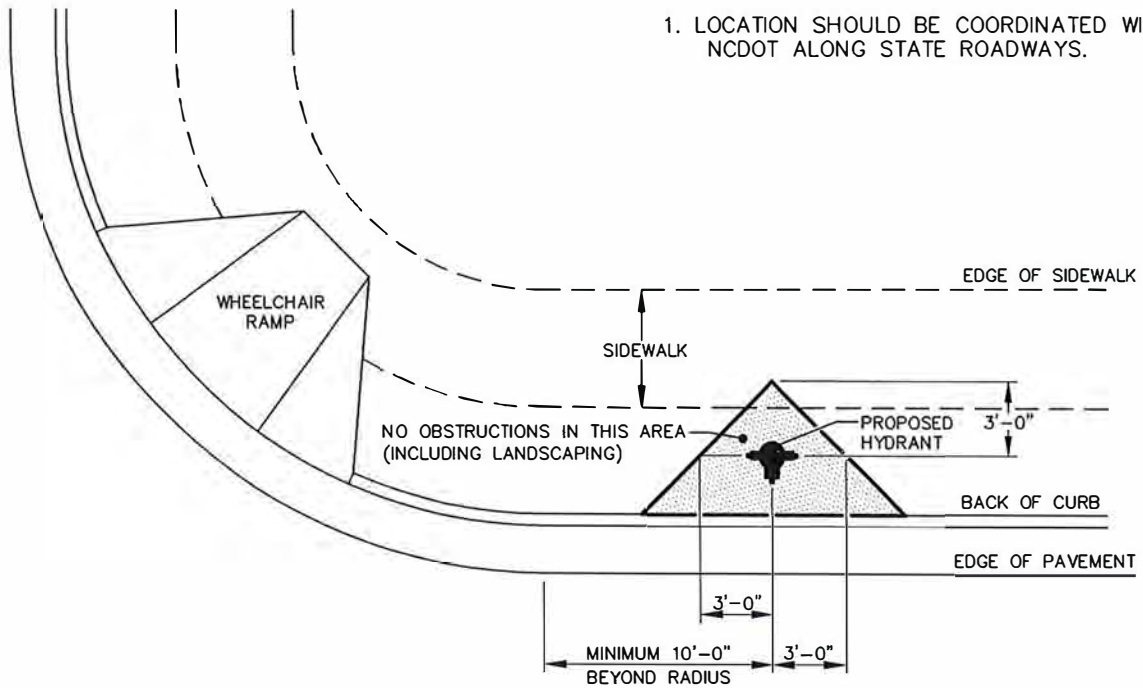
## STAINLESS STEEL ROD REQUIREMENTS

BRANCH SIZE	No. OF RODS
4"	2
6"	2
8"	4
12"	4
16"	8



GENERAL NOTES:

1. LOCATION SHOULD BE COORDINATED WITH NCDOT ALONG STATE ROADWAYS.



# STANDARD HYDRANT LOCATION

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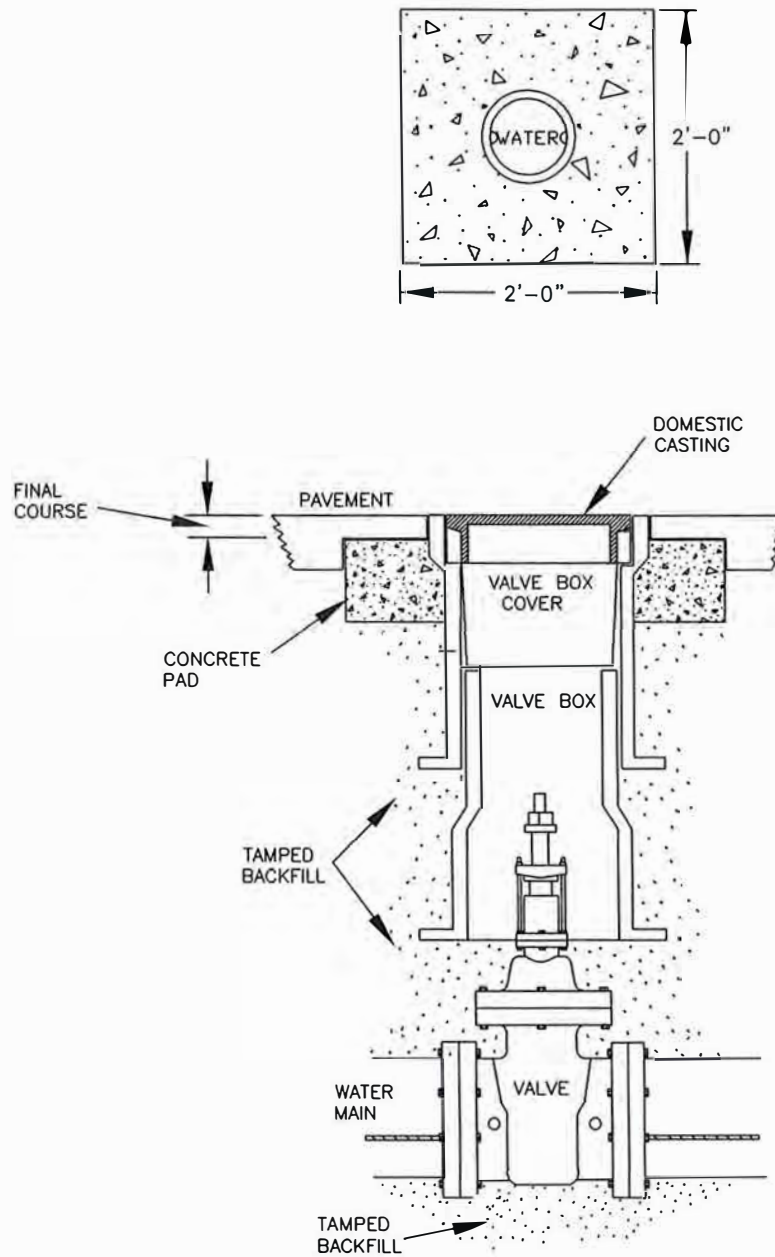
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NOTE:  
2"x2"x6" CONCRETE PAD REQUIRED ON ALL VALVES.  
NO PRECAST CONCRETE DOUGHNUT ALLOWED.



- NOTE:
1. VALVE BOX NOT TO CONTACT WATER MAIN
  2. ALL TRAFFIC CASTINGS MUST BE CLASS 35 OR GREATER
  3. FOR ANY VALVES OVER 10' DEEP, A VALVE STEM EXTENSION MUST BE USED TO BRING TO A DEPTH OF NO MORE THAN 5', EXTENSION MUST BE A MINIMUM OF 1" SOLID STOCK



## STANDARD VALVE BOX INSTALLATION

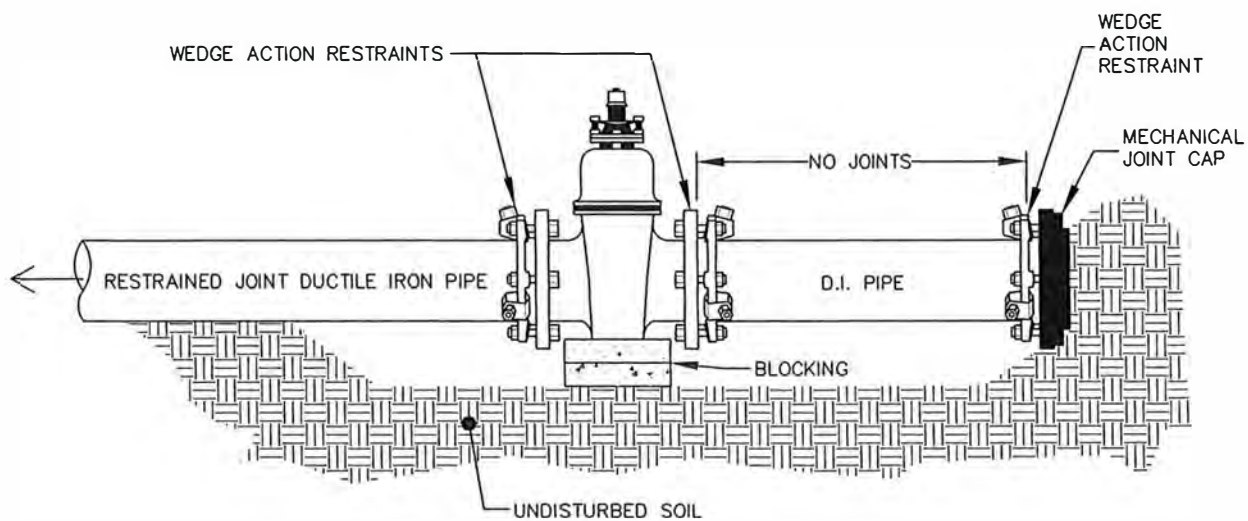
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**NOTES:**

1. THIS DETAIL SHALL APPLY ONLY TO TEMPORARY CAPPING. PERMANENT DEAD END LINES TO BE IN ACCORDANCE WITH STANDARD DETAIL 06.04
2. REQUIRED RESTRAINT AWAY FROM THE DEAD END MAY BE MJ PIPE WITH WEDGE ACTION RESTRAINTS FOR PIPE  $\leq$  12 INCH DIAMETER.



**STANDARD CAPPING  
DETAIL**

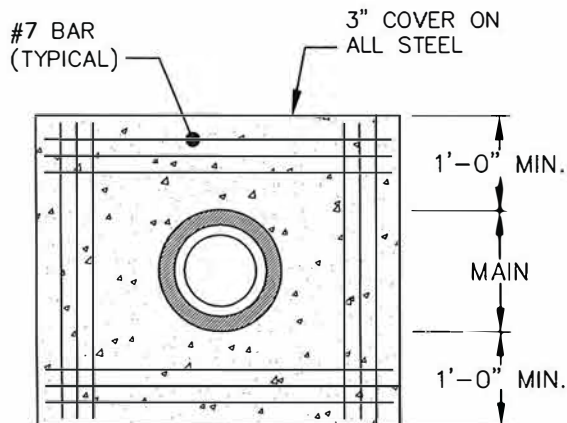
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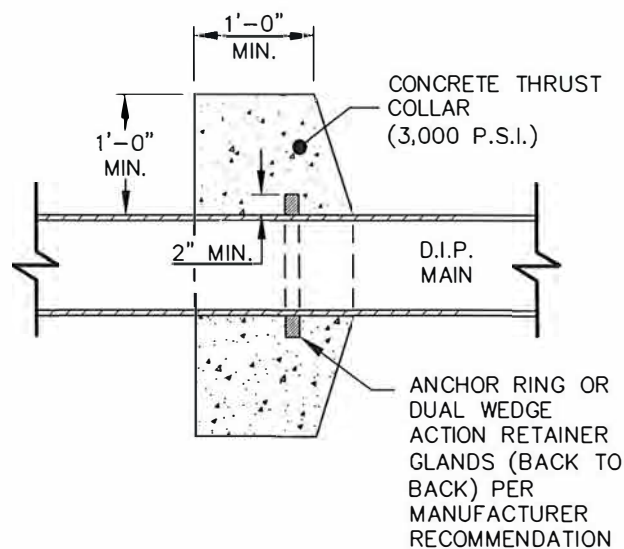
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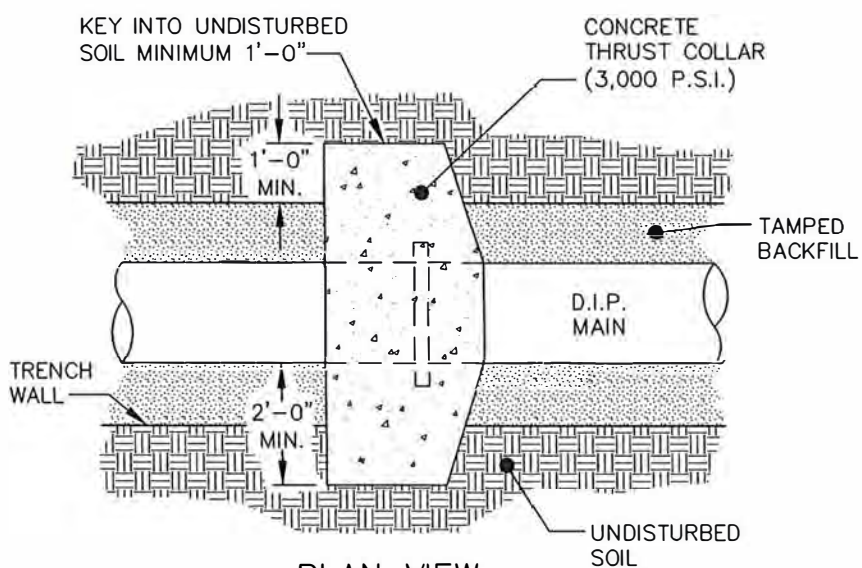




REINFORCING  
CROSS SECTION



PROFILE VIEW



PLAN VIEW

NOTES:

1. THRUST COLLAR SHALL ONLY BE USED IF OTHER RESTRAINING METHODS CANNOT.
2. THRUST COLLARS FOR PIPE BEYOND 12 INCHES SHALL BE DESIGNED BY THE ENGINEER.
3. TWELVE (12) #7 BARS SHALL BE USED IN EACH COLLAR.



STANDARD THRUST COLLAR  
INSTALLATION

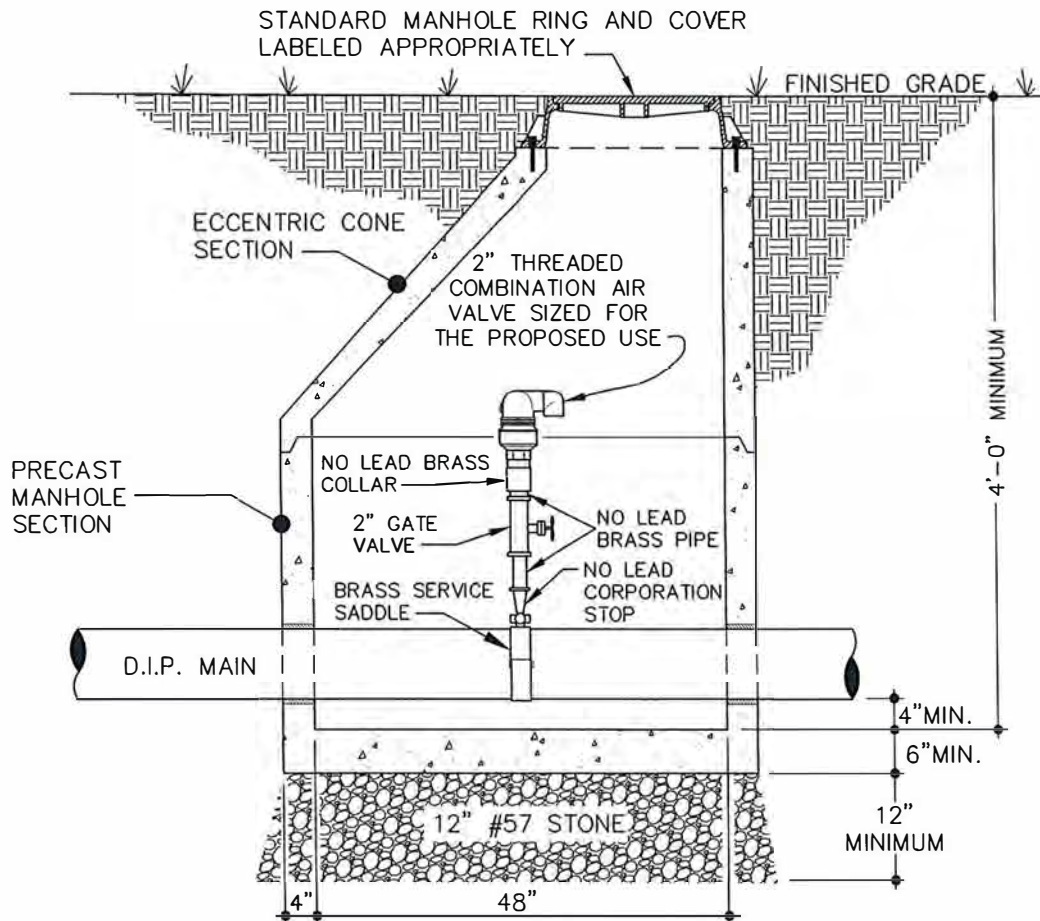
SMITHFIELD, NORTH CAROLINA  
PUBLIC UTILITIES

SCALE:  
NTS

DETAIL NO.  
06.10

DATE: 06/05/2018





**NOTES:**

1. TAP SIZE AND ISOLATION VALVE TO BE SAME SIZE AS AIR VALVE.
2. ALL PIPING AND FITTINGS, IN THE MANHOLE, SHALL BE 'NO LEAD' BRASS OR BRONZE UNLESS NOTED.
3. ARV MANHOLE SHALL BE PROVIDED WITHOUT STEPS.
4. CONCENTRIC CONES MAY BE USED FOR AIR VALVE MANHOLES LESS THAN 5 FEET IN DEPTH.
5. RESILIENT CONNECTORS OR BOOTS MEETING ASTM C923 SHALL BE USED AT THE MANHOLE AND PIPE INTERFACE.
6. MANHOLES DEEPER THAN 12 FEET REQUIRE AN EXTENDED BASE.



STANDARD AIR VALVE FOR  
WATER MAINS

SMITHFIELD, NORTH CAROLINA  
PUBLIC UTILITIES

SCALE:  
NTS

DETAIL NO.  
06.11

DATE: 06/05/2018





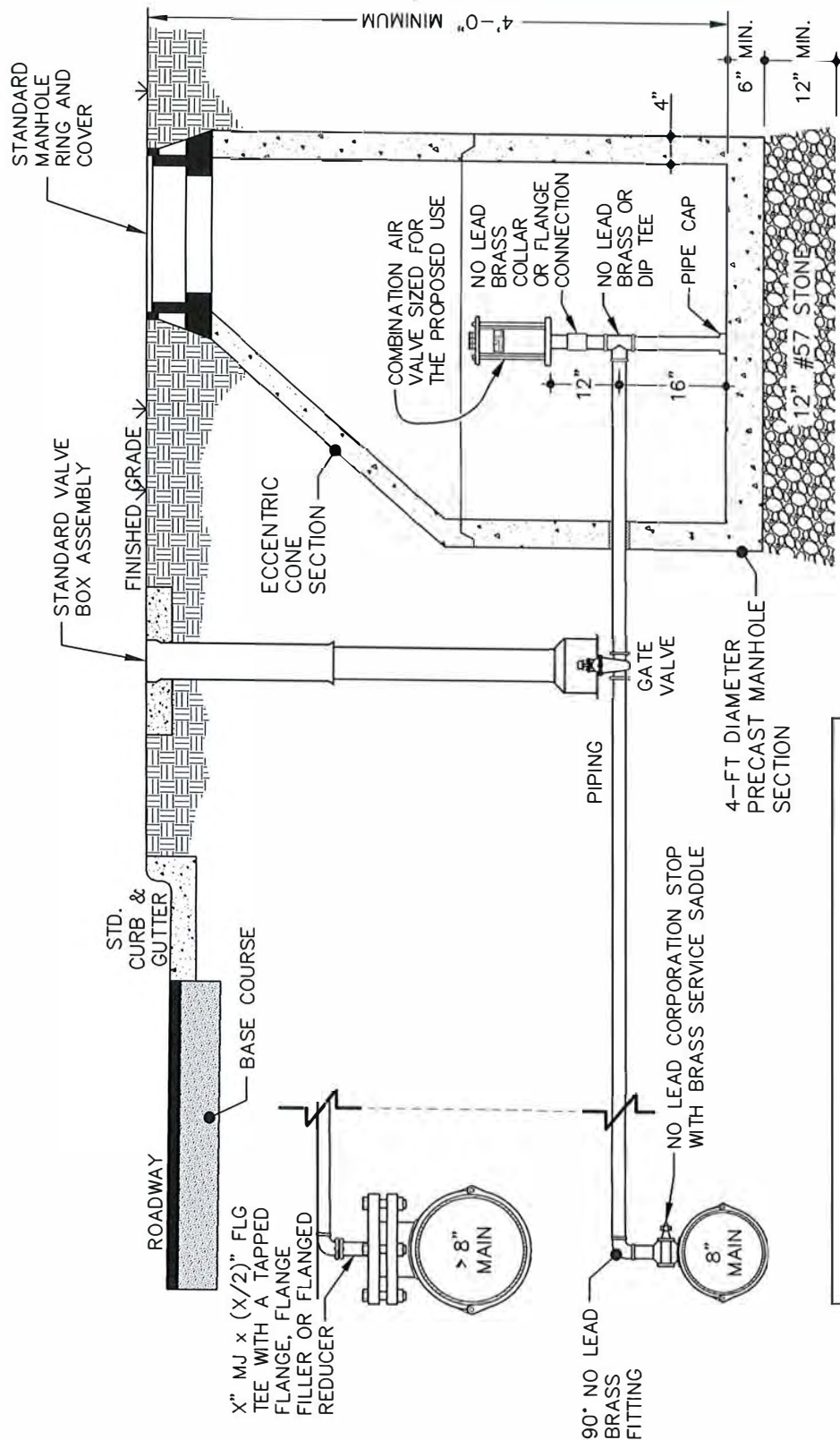
# STANDARD AIR VALVE OFFSET FROM WATER MAINS

SMITHFIELD, NORTH CAROLINA  
PUBLIC UTILITIES

SCALE:  
NTS

DETAIL NO.  
06.12

DATE: 06/05/2018



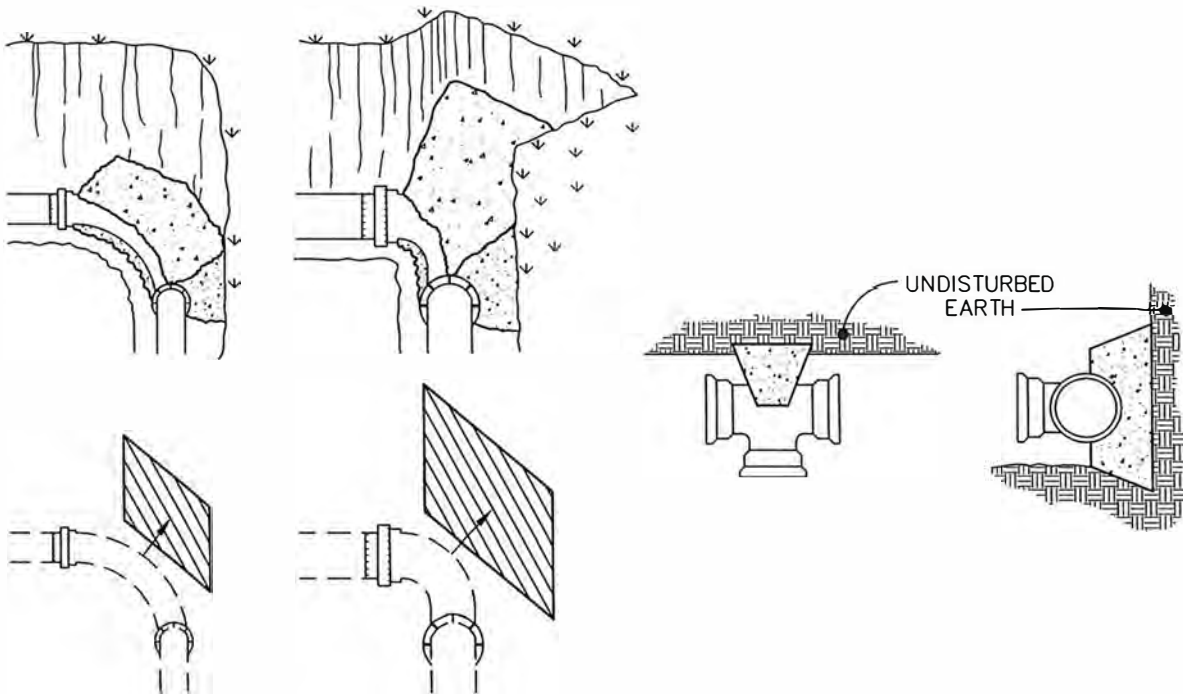
## PIPING MATERIAL:

2" - TYPE K COPPER WITH NO LEAD BRASS FITTING  
> 2" - DUCTILE IRON

## NOTES:

1. ALL BRASS PIPING AND FITTINGS SHALL BE 'NO LEAD' BRASS.
2. 'NO LEAD' CORPORATION STOP SHALL BE LOCATED IN THE TOP OF MAIN.
3. PIPING AND GATE VALVE SIZE SHALL MATCH ARV, SIZED BY THE ENGINEER.
4. ARV MANHOLE SHALL BE PROVIDED WITHOUT STEPS.
5. RESILIENT CONNECTORS OR BOOTS MEETING ASTM C923 SHALL BE USED AT THE MANHOLE AND PIPE INTERFACE.
6. MANHOLES DEEPER THAN 12 FEET REQUIRE AN EXTENDED BASE.





MINIMUM CONCRETE BLOCKING (C.Y.)					
NOMINAL PIPE DIAMETER INCHES	TEES & DEAD ENDS	90° BEND	45° BEND	22½° BEND	11¼° BEND
4	1/3	1/3	1/3	1/3	1/3
6	1/3	1/3	1/3	1/3	1/3
8	1/3	1/2	1/3	1/3	1/3
10	2/3	3/4	1/2	1/3	1/3
12	3/4	1.0	2/3	1/3	1/3

**NOTES:**

1. FITTING SHALL BE WRAPPED WITH A MINIMUM 4 MIL PLASTIC.
2. NO CONCRETE SHALL COVER BOLTS OR GLANDS.
3. CONCRETE SHALL BE 3,000 PSI MIX.
4. PIPE DIAMETERS BEYOND 12 INCHES SHALL UTILIZE A PROFESSIONAL ENGINEER'S SEALED DESIGN CONSISTING OF RESTRAINED JOINT PIPE OR BLOCKING.



**STANDARD REACTION  
BLOCKING**

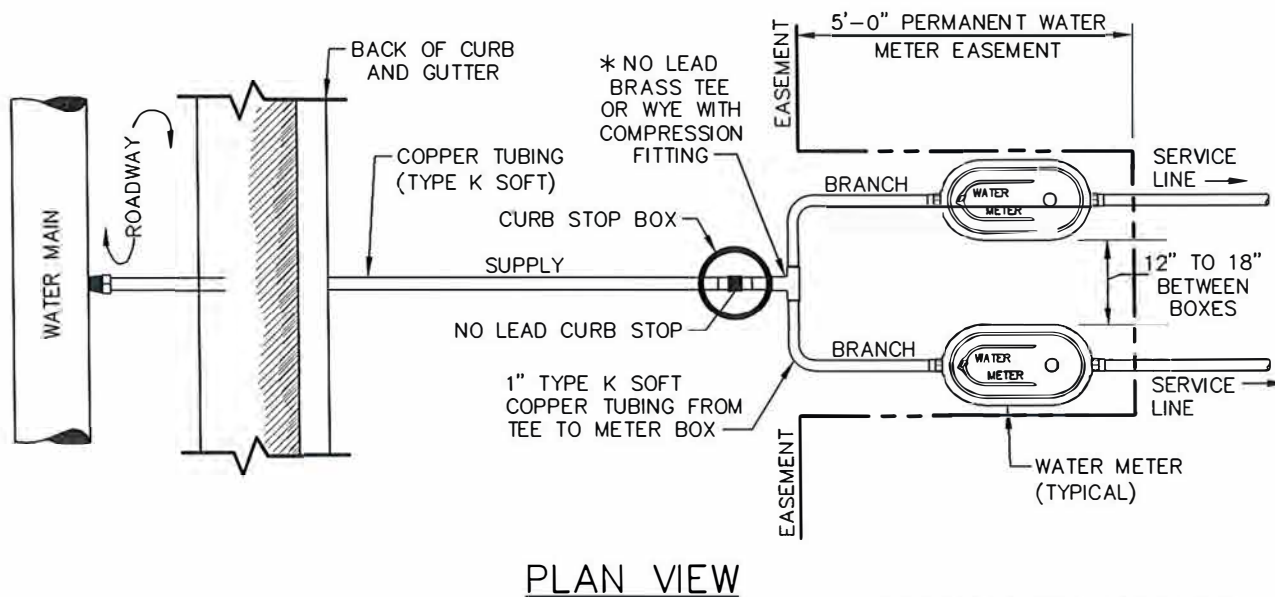
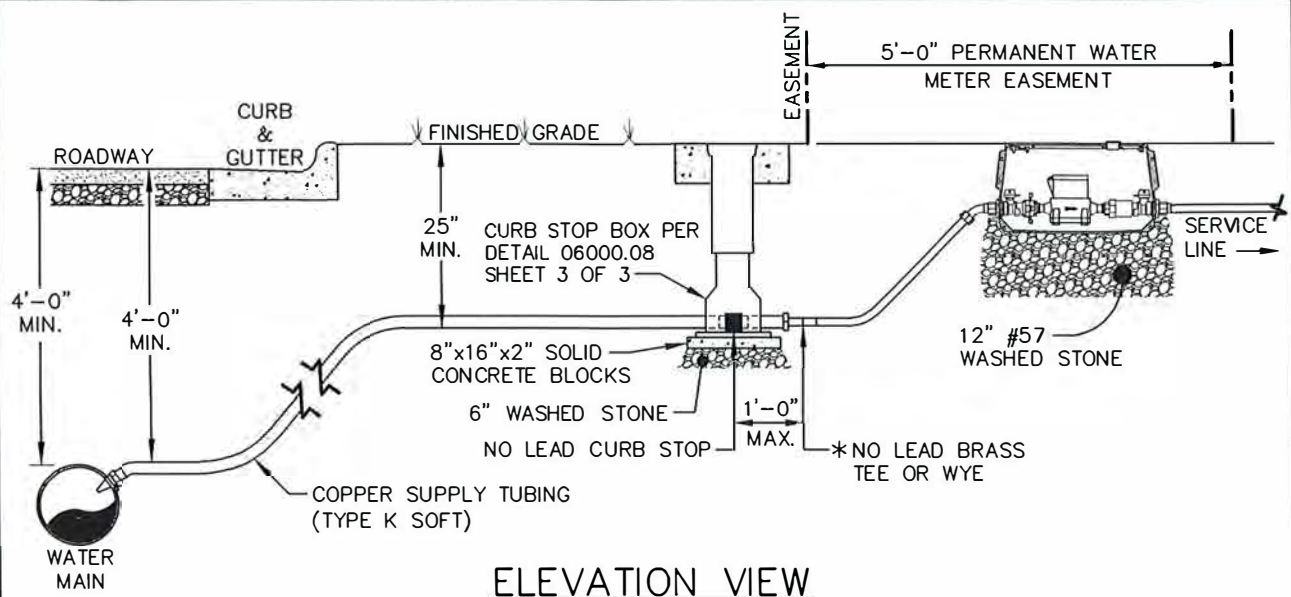
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06.13

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\* NO LEAD BRASS TEE OR WYE: INLET SIZE X 1 INCH

MAXIMUM BRANCH CONNECTIONS

SUPPLY LINE SIZE (INCHES)	MAXIMUM NUMBER OF BRANCHES
1	1
1.5	2
2	2

**NOTES:**

1. THERE SHALL BE NO MULTIPLE CONNECTIONS FROM EXISTING 3/4 INCH SERVICE LINES.
2. METER BOXES SHALL NOT BE LOCATED IN AREAS SUBJECT TO VEHICULAR TRAFFIC.
3. NO LEAD CURB STOP SHALL BE CENTERED ON MULTIPLE BRANCH SERVICE.
4. ALL BRASS COMPONENTS SHALL BE 'NO LEAD' BRASS MEETING UNS C89833 AS PER ASTM B584.
5. MARKING TAPE SHALL BE INSTALLED FOR ALL SERVICE CONNECTIONS FROM THE MAIN LINE TO THE METER FOR ALL NEW CONSTRUCTION OR RETROFIT INSTALLATIONS USING OPEN TRENCH METHODS.



**STANDARD MULTIPLE  
BRANCH SERVICE**

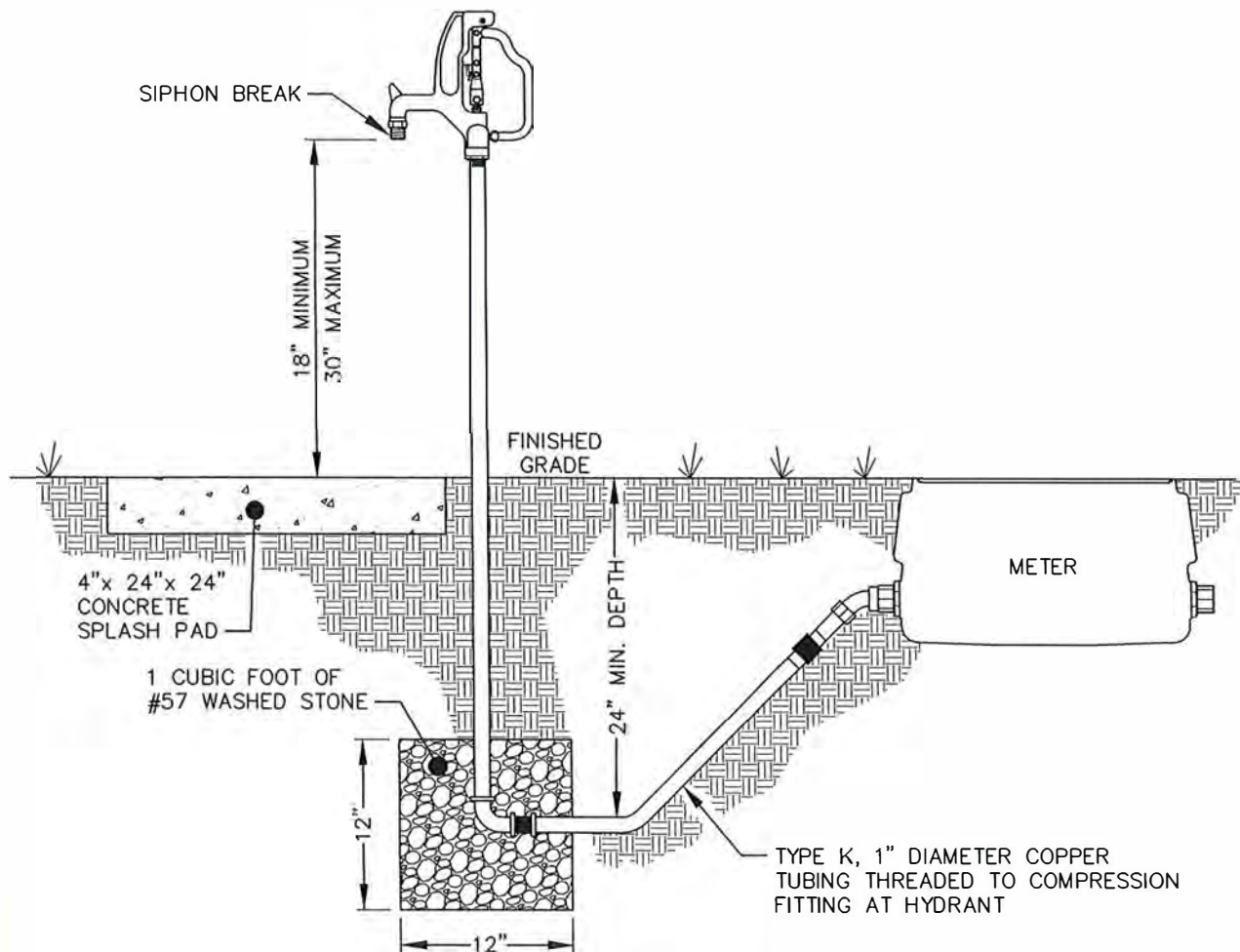
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PUBLIC UTILITIES

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DETAIL NO.  
06.14

DATE: 06/05/2018





**NOTES:**

1. HOSE BIB SHALL ACCOMMODATE STANDARD 3/4 INCH GARDEN HOSE.
2. ALL FITTINGS SHALL BE 'NO LEAD' BRASS MEETING UNS C89833 AS PER ASTM B584.
3. RPZ MAY BE REQUIRED, DEPENDING IN SOME APPLICATIONS OF USE.



**STANDARD YARD  
HYDRANT**

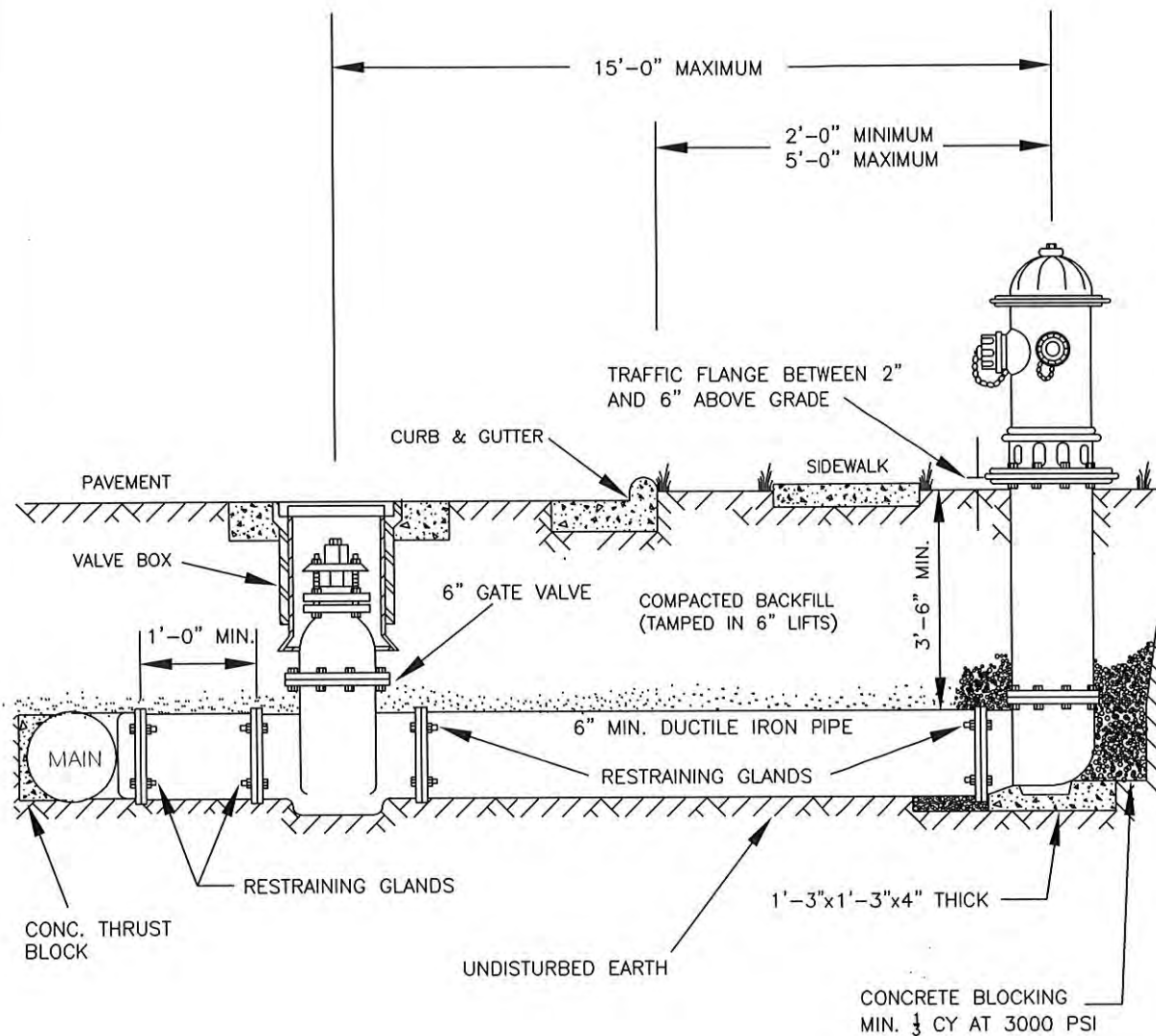
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DETAIL NO.  
06.15

DATE: 06/05/2018





NOTE:

1. 6" PIPE SHALL MEET AWWA C150-96
2. 6" GATE VALVE SHALL BE AWWA C500-86 OPEN LEFT
3. STEEL BOLTS SHALL BE 3/4" HOT DIPPED GALVANIZED
4. HYDRANT TO BE PLACED WITH PUMPER NOZZLE FACING THE CLOSEST CURB
5. HYDRANT SHALL HAVE 36" MINIMUM CLEARANCE TO ALL OBJECTS



## STANDARD HYDRANT INSTALLATION

SMITHFIELD, NORTH CAROLINA  
PUBLIC UTILITIES

SCALE:  
NTS

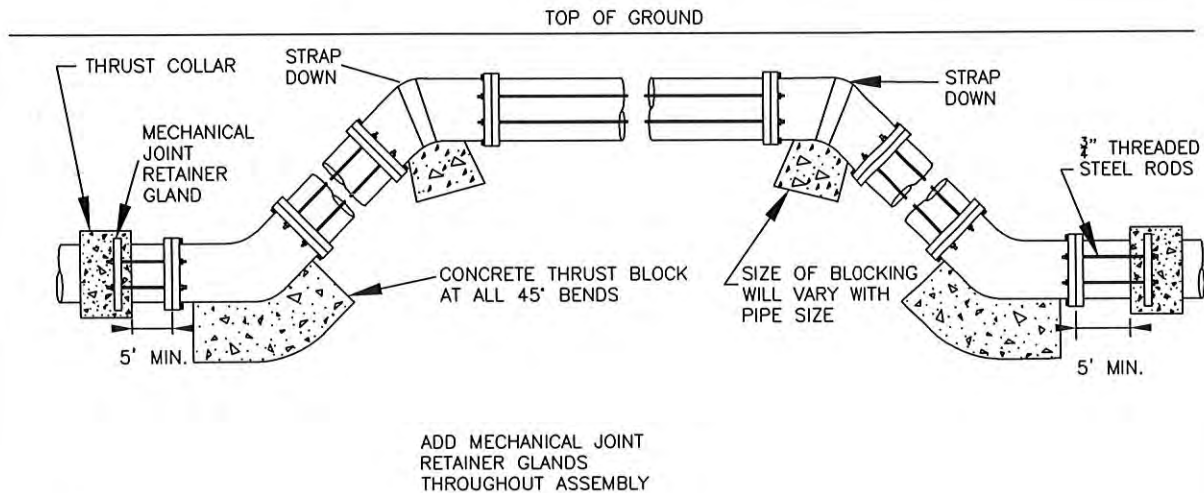
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06.06

DATE: 06/05/2018



# ROD REQUIREMENTS

SIZE OF 45 BEND	STATIC THRUST IN POUNDS	NO. OF RODS REQUIRED
6"	4,328	2
8"	7,694	4
12"	17,312	4
16"	30,779	8
24"	69,252	8



## NOTE:

1. STEEL RODS AND BOLTS SHALL BE  $\frac{3}{4}$ " HOT DIPPED GALVANIZED
2. CONCRETE SHALL NOT CONTACT BOLTS OR ENDS OF MECHANICAL JOINT BENDS
3. RESTRAINED MECHANICAL GLANDS TO BE USED AT ALL FITTING
4. MUST USE DUCTILE IRON EYE BOLTS WHERE NECESSARY
5. 3' MINIMUM COVER MUST BE MAINTAINED ON ALL WATER MAINS



## STANDARD VERTICAL BEND

SMITHFIELD, NORTH CAROLINA  
PUBLIC UTILITIES

SCALE:  
NTS

DETAIL NO.  
06.20

DATE: 06/05/2018



**SECTION 6.00  
WATER DISTRIBUTION**

**6.01 WATER DISTRIBUTION PIPE**

**A. Design**

Location: Water lines shall be extended along the roadway to the adjacent property line. All public water mains shall be located within dedicated right of way or dedicated easements with a minimum width of 20 feet. See Section 2.10 for landscape plantings within a own easement.

Sizing: Major transmission lines shall be sized in accordance with the "Master Water Plan of the Town of Smithfield" or as directed by the Town Engineer. In residential areas, mains shall be 6 inch and 8 inch in diameter. Six (6) inch mains shall be used only when a good grid exists. The total maximum length of 6 inch and 8 inch line, without connecting to a larger main, is 1200 feet and 2000 feet, respectively. Where a good grid does not exist lines shall be upsized to provide adequate fire flow as directed by Town Engineer.

**B. Material**

Materials to be utilized shall be those as specified herein unless an approved equal is authorized by the Public Utilities Director. Unless otherwise authorized, any water line 12" or greater in diameter shall be ductile iron pipe. Ductile Iron Pipe or C-900 PVC shall be designed and manufactured in accordance with AWWA C150 and C151 for a laying condition Type 2 and a working pressure as follows:

3"-12"	350 psi.
14"-20"	250 psi.
24"	200 psi.
30"-54"	150 psi.

Pipe joints shall be of the push-on type as per AWWA C111. Pipe lining shall be cement mortar with a seal coat of bituminous material in accordance with AWWA C104. Galvanized steel pipe will not be allowed as a material for water mains or water service lines.

**C. Installation**

All water mains shall be installed with a minimum cover of 3 feet measured from the top of the pipe to the finish subgrade. When water lines are installed along a roadway which does not have curb and gutter, the water line shall be installed at extra depth to prevent conflict with future road improvements or vertical alignment changes.

All construction relating to the utility improvements which will be maintained by the Town must be performed by a contractor licensed in North Carolina.

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## 6.02 FIRE HYDRANTS

- A. Location: All fire hydrants shall be installed on a minimum 6 inch waterline. only one fire hydrant may be installed on a dead end 6 inch line. There shall be at least one fire hydrant at each street intersection. In residential districts the maximum distance between fire hydrants, measured along street centerlines, shall be 500 feet. When residential intersections are not more than 700 feet apart, no hydrant is required between the intersections. In business, office and institutional, and industrial districts, the maximum distance between hydrants, measured along street centerline, shall be 300 feet. When business, office and institutional, and industrial intersections are not more than 450 feet apart, no hydrant is required between intersections. On major thoroughfares or arterials and collector streets with access points only at street intersections, hydrants shall be located at each street intersection and at 1000 foot intervals along the street. Where these intersections are less than 1200 feet apart, no hydrant is required between the intersections. The minimum acceptable flow for fire hydrants is 1000 gpm in residential areas and 1500 gpm in other districts. Fire hydrants shall be placed in a staggered arrangement on both sides of any roadway classified as a major or minor thoroughfare with the hydrant spacing as referenced above. Hydrants at intersections shall be located in accordance with Standard Detail 6.06. Valves associated with fire hydrant assemblies shall be located within fifteen (15) feet of the fire hydrant.

When new buildings are constructed or existing buildings expanded and contain 10,000 total square feet of floor-space (all floors of all buildings, new and existing, added together), hydrants shall be installed at 300 foot intervals along all sides of the building that are accessible to fire pumpers. These hydrants shall be at least 40 feet away from the building. The total number, of hydrants required shall not exceed one hydrant per separation of buildings plus one hydrant per 10,000 square feet of floor space.

Where sprinkler systems are used, a fire department connection shall be provided on the building. The fire department connections shall be located within fifty (50) feet of a fire hydrant or as otherwise directed by the Fire Official. Where sprinkler systems or a riser room are required, outside access in accordance with the N.C. Building Code shall be provided. Backflow prevention for sprinkler systems shall be as specified in section 6.06 of these standards.

- B. Specifications: Hydrants shall conform to AWWA C502 with a minimum valve opening of 4 1/2 inches. Hydrants shall be furnished with a 4 1/2 inch steamer and double 2 1/2 inch hose connections with caps and chains, National Standard Threads, mechanical joint, 1 1/2 inch pentagon operating nut, open left, painted fire hydrant red, bronze to bronze seating, a minimum 3 1/2 foot bury depth with a break away ground line flange and break away rod coupling. The hydrant bonnet will be designed with a sealed oil or grease reservoir with O-ring seals and a Teflon thrust bearing, as furnished by Mueller "Centurion" (A-421), Waterous Trend (WB-77), Kennedy 'Guardian' or American Darling (MK-73). Fire hydrant

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caps shall be attached to the body of the hydrant with a minimum 2/0 twist link, heavy duty, non-kinking, machine chain.

- C. Installation: Hydrants shall be set plumb, properly located with the pumper nozzle facing the closest curb. The back of the hydrant opposite the pipe connection shall be firmly blocked against the vertical face of the trench with 1/3 cubic yard of concrete. Double bridge rods and collars shall be connected from the tee to the hydrant. Rods shall not be less than 5/8 inch diameter stock and coated with bituminous paint. A minimum of 8 cubic feet of stone shall be placed around the drains. The backfill around the hydrants shall be thoroughly compacted. Hydrant installation shall be in accordance with Standard Detail 6.05.

### 6.03 VALVES AND APPURTENANCES

- A. Location: Valves shall be installed on all branches from feeder mains and hydrants according to the following schedule: 3 valves at crosses; 2 valves at tees; and one valve on each hydrant branch. When a loop section of waterline is connected back into the feeder main within a distance of 200 feet or less, only one valve will be required in the feeder main.

Where no waterline intersections are existing, a main line valve shall be installed at every 100 feet per 1 inch diameter main up to a distance of 2000 feet between valves.

Blowoffs shall be installed at the end of all dead-end waterlines.

Combination air valves shall be installed at all high points of waterlines 8 inches in diameter or larger and at other locations as directed by the Town Engineer.

The water main shall be installed at a grade which will allow the air to migrate to a high point where the air can be released through an air valve. A minimum pipe slope of one (1) foot in 500 feet should be maintained. The size of air valve shall be designed by the Engineer.

- B. Specifications: Gate Valves greater than 2 inches shall meet all requirements of AWWA C500 for a working pressure of 150 psi. All shall be mechanical joint with iron body, bronze mounting double disc parallel seat type with a non-rising stem and open left with a double O-ring seal.

Gate valves, up to and including 12 inches, shall be installed in a vertical position.

Gate Valves, 16 inches and larger, shall be installed only under the direction of the Town Engineer and shall be horizontally installed and equipped with bevel gears, grease case, rollers, tracks scrapers, and a bypass located on the side of the body. Fully revolving disc valves shall not require rollers.

Gate Valves, 16 inches and larger, installed in a vertical position shall only be installed in special conditions under the direction of the Town Engineer

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and shall be equipped with spur gears enclosed in a grease case and with a bypass located on the side of the body.

Gate Valves sixteen (16) inches and larger with roller and scraper operators shall be installed in a manhole.

All valves 24 inches and greater shall be installed in a manhole as shown in Standard Detail 6.15.

Resilient seat wedge gate valves shall be manufactured in accordance with AWWA C509.

Valve boxes shall be cast iron of the screw or telescopic with a 5 inch opening with "water" stamped on the cover. Valve box ring adjustments will not be allowed.

Butterfly Valves shall be installed in waterlines 16 inches or greater. All shall meet the requirements of AWWA C504 with mechanical joints, 2 inch operating nut and open left. All valves 24 inches and greater shall be installed in a manhole as shown in Standard Detail 6.15.

Blowoff Assemblies shall be constructed as shown on Standard Detail 6.04. The valves shall be gate type with a non-rising stem and a 2 inch operating nut.

Pipe fittings shall be cast or ductile iron designed and manufactured as per AWWA C110. Sizes of fittings up to and including 12 inch shall be designed for an internal pressure of 250 psi; larger size fittings shall be designed for an internal pressure of 150 psi. Compact ductile iron mechanical joint fittings are also acceptable. Joints for fittings shall be mechanical joint and lined with cement mortar with a seal coat of bituminous material, all in accordance with AWWA C104.

Reaction Blocking for all fittings or components subject to hydrostatic thrust shall be securely anchored by the use of concrete thrust blocks poured in place. The reaction areas are shown in Standard Detail 6.11. No concrete shall interfere with the removal of fittings. Material for reaction blocking shall be 3000 psi concrete. Alternative restraining methods must be designed by a Professional Engineer registered in North Carolina and approved by the Town Engineer.

Tapping Sleeves shall be two piece split cast iron sleeves. The sleeve shall be mechanical joint to the main line and flanged to the tapping valve. Stainless steel tapping sleeves shall only be allowed on asbestos cement pipe.

Tapping Saddles shall be used on mains 16 inches and larger. Saddles shall be made of ductile iron providing a factor of safety of 2.5 with a working pressure of 250 psi. Saddles shall be equipped with a AWWA C110 flange connection on the branch. Sealing gaskets shall be O-ring type, high quality molded rubber having an approximate 70 durometer hardness, placed into a groove on the curved surface of the saddles. Straps shall be alloy steel.

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The maximum size saddle outlet for each size of pipe to be tapped shall be as follows:

<u>Size pipe to be tapped</u>	<u>Maximum size Saddle Outlet</u>
16	8"
18"	8"
20"	10"
24" and larger	12"

Combination Air Valves shall be of the single housing style that combines the operation of both an air/vacuum and air release valve. The valve shall be manufactured for a 150 PSIG working pressure and be sized by the Engineer. The valve must meet the requirements of AWWA C512 and be installed in accordance with Standard Detail 6.11.

- C. Installation: Valves shall be properly located, operable and at the correct elevation. All valves and reducers shall be rodded to the tee or cross if one is located within ten (10) feet as shown in Standard Detail 6.05. If reducers can not be rodded, concrete blocking or other restraining methods will be required. The valve box shall be centered over the wrench nut and seated on compacted backfill without touching the valve assembly. All valve boxes in roadways shall be encased in a trowel finished 2' X 2' x 6" pad of 3000 psi concrete beneath the asphalt with the cover flush with the top of the pavement or flush with finished grade. Precast concrete valve box encasements may be used for valve box encasement outside of paved areas. The maximum depth of the valve nut shall be five (5) feet. When valve extension kits are used, they must be manufactured by the same company which manufactured the valve.

#### 6.04 WATER SERVICE TAPS

##### A. Materials

Corporation Stops shall be brass, complete with a flared coupling and AWWA Standard threads as per AWWA C800. Taps shall be located at 10:00 or 2:00 o'clock on the circumference of the pipe. Service taps shall be staggered alternating from one side of the water main to the other and at least 12 inches apart. The taps must be a minimum of 24 inches apart if they are on the same side of the pipe.

The maximum size of direct taps without a fitting, tapping sleeve or saddle for ductile iron water mains shall be as follows:

4" main	—	3/4" tap
6" main	—	1" tap
8" main	—	1 1/4" tap
10" main	—	1 1/2" tap
12" main	—	2" tap

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No burned taps will be allowed and each corporation stop will be wrapped with Teflon tape for ductile iron pipe water mains.

Service saddles shall be bronze body (85-5-5 waterworks brass) and double strap for taps over 1 inch with silicon bronze nuts conforming to ASTM A98 and factory installed grade 60 rubber gaskets.

Copper Service Tubing shall be type K soft copper tubing per ASTM B88. The longest available length of service line should be used with no unions. As an example for a 3/4 inch service connection, no union shall be used in the installation of 100 feet or less. For 3/4 inch, only one (1) union will be allowed for each one hundred (100) foot section or fraction thereof. Unions shall be made with flare type couplings.

Meter Boxes for 3/4 inch services shall be cast iron and a complete unit (less meter) for setting a 5/8 inch by 3/4 inch water meter. Meter stops shall be O-ring sealed and have an inlet angle of 60 degrees with a locking lid. Residential service meters shall be installed by the Town of Smithfield. Meter box grade adjuster rings are not acceptable.

Meter boxes for 1 inch services shall be cast iron box and cover with a meter yoke and or copper resetter.

Meter boxes for 1 1/2 and 2 inch services shall be light weight polymer concrete as indicated in Standard Detail 6.02. Piping for 1 1/2 and 2 inch water meters shall be constructed from brass and copper tubing and shall be equipped with angled check valve outlets and by-pass flanged valve or by-pass flanged ball valve inlets.

Water services greater than 2 inches shall be made by a private contractor of the property Owner or Developer. A strainer shall be provided upstream of the meter on lines greater than 2 inches.

Meter Vaults within street right of way shall meet HS-20 loading requirements and shall be located outside of travel areas. The access door shall be aluminum with a flush drop lift handle, stainless steel hinges and bolts, a stainless steel slam lock, an automatic hold open arm, and compression springs to allow for easy opening. Positive drainage shall be provided for all meter vaults.

- B. Individual water services shall be provided from the main to each water meter for single family residences in accordance with Standard Detail 6.01. Multi-family units may be as per Standard Detail 6.12. All connections shall be made by wet taps.

Service connections shall be made perpendicular from the main line and shall run straight to the meter which shall be located at the edge of the serviced lot's right of way or easement. No water meter box or vault shall be located in streets, sidewalks, or parking areas in residential areas. In non-residential areas, meter location shall be considered on a case-by-case basis. Provisions for backflow prevention shall be as specified in Section 6.06 of these standards.

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Service taps to existing water lines shall be made by the Town of Smithfield Utilities Department. Service taps to new water lines shall be made by the Contractor in accordance with Town Standards.

The water meter shall be sized based on water demand. Water meter size can be determined from Table 5.1.

**Table 5.1**  
**Water Meter Sizing**

**Supply Systems Predominantly for Flush Tanks**

Meter Size (inches)	Load Range (Number of Fixtures)	Flow Range (Number of Fixtures)
3/4" PD	1 – 22	0 – 20
1" PD	22 – 140	20 – 50
1 1/2" PD	140 – 450	50 – 100
2" PD	450 – 1000	100 – 200
3" T or C	1000 – 2500	200 – 400
4" T or C	2500 – 5000	400 – 600

**Supply System Predominately for Flush Valves**

Meter Size (inches)	Load Range (Number of Fixtures)	Flow Range (Number of Fixtures)
3/4" PD	1 – 8	0 – 20
1" PD	9 – 50	20 – 50
1 1/2" PD	50 – 275	50 – 100
2" PD	275 – 1000	100 – 200
3" T or C	1000 – 2500	200 – 400
4" T or C	2500 – 5000	400 – 600

PD = Positive Displacement

T = Turbine

C = Compound (must be sized on a case by case basis)

**6.05 RELATION OF WATER MAINS TO SANITARY AND STORM SEWERS**

Water mains shall be laid at least 10 feet laterally measured edge to edge from existing or proposed sanitary or storm sewers unless the elevation of the bottom of the water main is at least 18 inches above the top of the sewer with a horizontal separation of at least 3 feet.

Where a water main and a sanitary sewer cross, and the vertical separation is less than 18 inches or the water line passes under the sanitary sewer, the entire leg of the sewer line shall be ductile iron pipe equivalent to water main standards. A transition of pipe material shall not occur between manholes on sanitary sewer lines except at inside drop manholes.

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Water mains should only cross sanitary sewer mains at an approximate 90 degree angle.

Water mains and storm sewer mains shall have a minimum vertical separation of 12 inches when horizontal separation is less than 3 feet unless otherwise approved by the Town Engineer.

#### 6.06 BACKFLOW PREVENTION

When a fire protection system is proposed and no anti-freeze chemicals are to be used, a double check valve assembly including 2 check valves, 2 gate valves, and 4 test cocks should be installed on the sprinkler fire protection line. If any chemicals are proposed to be added to a sprinkler fire protection system, a reduced pressure principle backflow preventer approved by the Underwriters Laboratories and/or the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California shall be used.

All water services shall be provided with backflow prevention devices adjacent to or within the meter box or vault.

All irrigation systems shall be provided with reduced pressure principle backflow prevention installed in accordance with the Foundation for Cross Connection Control and Hydraulic Research. Reduced pressure zone backflow preventers must have an appropriately sized drainage system or be installed above ground. Above ground installations shall have an insulated box.

A post indicator valve shall be provided at the right of way or edge of easement. When backflow prevention devices are contained within a building, outside access, above the finish floor elevation, shall be provided. The top of the post indicator valve shall be installed at 36 inches from the finished grade. The Town shall maintain up to and including the post indicator valve but not beyond.

#### 6.07 AUTOMATIC FIRE SPRINKLER SYSTEM STANDARD

##### A. General

Four (4) complete sets of working plans for all fire sprinkler systems and standpipe systems are to be submitted to the Town with a current and properly signed and sealed N.C.P.E. Stamp. All fire sprinkler systems shall be installed with a alarm check valve installed in each riser with all the trimmings. (Example: Retard chamber, water motor gong, pressure gauges, etc.). Complete working plans shall be approved by the Town before an installation of the sprinkler systems begins. If twenty (20) sprinkler heads or more are added to an existing sprinkler system, or if a new sprinkler system is installed, complete plans and calculations are required. Existing system add one or the disabling of any sprinkler system shall require notification to the fire official twenty-four (24) hours in advance.

##### B. Design

Full working plans are to be in complete compliance with NFPA #13, 13D,

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13R, 14 231C and Town of Smithfield Standard Specifications. An NFPA Aboveground Material and Test Certificate and an NFPA Underground Material and Test Certificate is required to be presented after completion of designated, approved work.

**C. Hydraulic Design**

If a system is hydraulically designed, the following design criteria must be followed:

1. Safety Margin: A ten (10) percent safety margin must be included in all hydraulic calculations. System supply must equal or exceed 1.1 times that of the system demand. (Example: Demand = 50 psi, Supply > 55 psi).
2. Hose Allowances: A minimum of 500 gpm outside hose allowance must be calculated on all sprinkler systems. Interior hose allowances are to follow NFPA 13 requirements.

**D. Post Indicator Valve**

Post indicator valve shall be in accordance with Section 6.06.

**E. Backflow Prevention**

Backflow prevention shall be in accordance with Section 6.06.

**F. Fire Department Connection**

Where automatic fire sprinkler systems are used, a fire department connection shall be provided on the building. The fire department connection shall be located within fifty (50) feet of a fire hydrant or as otherwise directed by the Fire Official. When a sprinkler system serves only part of a large structure, the fire department connection shall be labeled as to which section of the structure that sprinkler riser serves. This labeling shall be a minimum of two (2) inch lettering on a permanent sign.

**G. Dedicated Riser Room**

A dedicated sprinkler riser room is required providing an entry door to the room from the exterior of the building.

**H. Alarm Communication**

All sprinkler systems are to have alarm communication equipment to fully comply with NFIPA 72. Equipment must be fully functional and reporting to a U.L. approved central receiving station (NFIPA 71) before a Certificate of Occupancy is issued for the facility.

**SMITHFIELD  
NORTH CAROLINA**



STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
SPEC6\_9

SECTION 6  
WATER DISTRIBUTION

Date  
2/1/00



**I. Access**

All buildings which have a fire sprinkler protection system shall provide a "Knox Box" key entry system. This Knox Box shall be mounted on the main exterior entrance to the building or as otherwise directed by the Fire Official. Mount Knox Box on wall at 5 feet A.F.F. on door handle side of dedicated riser room door. This Knox Box shall be ordered through the Town of Smithfield Fire Department and shall be in place before a Certificate of Occupancy is issued. Forms are available from the Town Fire Department. Average delivery time is five (5) to six (6) weeks. Keys to access the facility shall be provided to the Town Fire Department by the owner/manager.

**J. Identification**

The exterior door leading to the dedicated sprinkler riser room shall be labeled with minimum two (2) inch lettering designating "SPRINKLER RISER ROOM" in a contrasting color. Durable vinyl lettering is suggested.

**K. Fire Alarm Panel Location**

When a building is protected by an automatic sprinkler system and has a fire alarm system, the fire alarm control panel or a remote annunciator of the fire alarm control panel shall be placed where the fire department is most likely to access the building or as directed by the Fire Official. This—control panel shall have the capacity of silencing and resetting. Adjacent to the fire alarm control panel shall be a framed zone map. Nomenclature shall correspond with the zone map.

**6.08 TESTING AND INSPECTION**

All materials used must have a preliminary inspection by the Inspector before they shall be allowed to be installed. Materials rejected by the Inspector shall be immediately removed from the jobsite.

The Contractor shall furnish all materials, labor, and equipment to perform all testing and inspections to the satisfaction of the Inspector. The Town of Smithfield shall provide water for testing purposes on water mains.

**Pigging and Flushing**

All new mains less than sixteen (16) inches in diameter shall be pigged with a polyethylene "pig". Pigging should occur prior to hydrostatic testing and chlorination. The pig should be inserted in the first joint of pipe and blown out along water line through a blow-off assembly or a fire hydrant. The use of a disassembled fire hydrant to remove the pig may only occur on small water lines. A blow-off assembly in accordance with Standard Detail 6.04 is required at the end of all mains.

Following pigging of the water line, flushing must occur until clear water is discharged from the blow-off. Excessive flushing is discouraged in an effort to conserve water.

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**STANDARD DETAIL AND  
SPECIFICATIONS MANUAL**

Drawing  
SPEC6\_10

SECTION 6  
WATER DISTRIBUTION

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When a new short water line is installed between two (2) existing water lines, the Town Engineer may waive the requirement for pigging. If the water line is long, temporary pig launching and retrieving stations must be installed near the tie points to the existing lines.

### Hydrostatic Testing

No valve in the existing Town of Smithfield water system shall be operated without authorization from the Utilities Department. A section of line which is to be hydrostatically tested, shall be slowly filled with water at a rate which will allow complete evacuation of air from the line. Hand pumps shall not be used for the pressure testing of water mains. Taps used for testing purposes shall be removed after testing and repaired using a stainless steel full circle repair clamp in accordance with Section 6.11.

The line shall be tested to a pressure of 200 psi as measured at the lowest elevation of the line for a duration of 2 hours. The pressure gauge used in the hydrostatic test shall be calibrated in increments of 10 psi or less. At the end of the test period, the leakage shall be measured with an accurate water meter.

Pipe Size (Inches)	Allowable Leakage (Gal. per 1000 ft. of pipe)
4	0.85
6	1.28
8	1.70
12	2.56
16	3.40
20	4.24
24	5.10

All visible leaks are to be repaired regardless of the amount of leakage.

### Chlorination

All additions or replacements to the water system shall be chlorinated before being placed in service. Such Chlorination must take place under the supervision of an inspector.

Chlorination of a completed line shall be carried out in the following manner:

- a) Taps will be made at the control valve at the upstream end of the line and at all extremities of the line including valves.
- b) A solution of water containing high test hypochlorite (70%) available chlorine shall be introduced into the line by regulated pumping at the control-valve tap. The solution all be of such a concentration that the line shall have a uniform concentration of 100 ppm total chlorine immediately after chlorination. The chart below shows the required quantity of 70% HTH compound to be contained in solution in each 1000 feet section of line to produce the desired concentration of 100 ppm.

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STANDARD DETAIL AND  
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Drawing  
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SECTION 6  
WATER DISTRIBUTION

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POUNDS HIGH TEST HYPOCHLORITE (70%)	
PIPE SIZE	PER 1000 FEET OF LINE
6"	1.76
8"	3.12
10"	4.84
12"	7.00
14"	9.52
16"	12.44
20"	19.52
24"	28.00

The HTH Solution shall be circulated in the main by opening the control valve and systematically manipulating hydrants and taps at the line extremities. The HTH solution must be pumped in at a constant rate for each discharge rate in order that a uniform concentration will be produced in mains.

HTH solution shall remain in lines for no less than 24 hours or as directed by the Town Engineer.

Extreme care will be exercised at all times to prevent the HTH solution from entering existing mains.

#### Bacteriological Sampling

Free residual chlorine after 24 hours shall be at least 10 ppm or the Inspector will require that the lines be rechlorinated.

Flushing of lines may proceed after 24 hours, provided the free residual chlorine analysis is satisfactory. Flushing shall be continued until an orthotolidine check shows that the lines contain only the normal chlorine residual. Samples for bacteriological analysis shall be collected in the presence of a Town official 24 hours after flushing is completed. The Contractor shall provide proper certification of the bacteriological analysis to the Town upon completion of testing and prior to utilization of the line.

If test results are unsatisfactory, the Contractor shall immediately rechlorinate lines and proceed with such measures as are necessary to secure sterile lines.

The new water system shall be valved off from the existing system until a satisfactory bacteriological sample has been obtained and the Inspector has authorized the use of the new water system.

#### 6.09 FIRE PROTECTION DURING CONSTRUCTION

The fire protection water supply system, including fire hydrants, shall be installed and be in at least the functional status prior to placing combustible materials on the project site. If phased construction is planned, coordinated installation of the fire protection water system is permitted. Coordination of the water system will be done through the Public Utilities Department and the Smithfield Fire Department. Functional status would include meeting all standards set forth in Section 6.08 "Testing and Inspection".

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STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
SPEC6\_12

SECTION 6  
WATER DISTRIBUTION

Date  
2/1/00



## 6.10 IRRIGATION SYSTEMS

All irrigation systems within public street right of way shall obtain an encroachment agreement from the Town prior to installation of the system. Plans designating the location, size, material, depth, etc. shall be submitted with the application for an encroachment agreement.

Pipe material for the mainline proposed to be used within the public right of way shall be Schedule 40 PVC or greater. A distance of at least two (2) feet shall be provided from the back of curb. A minimum depth of two (2) feet shall be provided.

The irrigation mainline pipe system shall be hydrostatically tested as per Section 6.08 with a minimum pressure of 200 psi or 50 psi above working pressure.

Irrigation systems shall have a backflow preventer installed in accordance with Section 6.06.

All street crossings of irrigation systems shall be contained within an encasement conduit. Ductile iron or steel casing shall be used. Irrigation systems installed in the medians of Town maintained roadways must also have french drains installed behind the curb and gutter which is piped to a storm system.

## 6.11 REPAIR OF WATER LINES

Joint leaks of Cast Iron Pipe, Ductile Iron Pipe, and PVC pipe shall use a bell joint leak repair clamp as manufactured by Rockwell, or other approved equal.

Line Breaks or Punctures shall be repaired by a full circle repair clamp as manufactured by Rockwell, Mueller, or other approved equal.

Line Splits or Blow Outs shall be repaired by replacing the damaged section with ductile iron pipe with a cast iron coupling at each end. The following cast pipe couplings shall be used for each pipe material indicated:

A.C.Pipe — Rockwell 441 cast coupling or other approved— equal.

Ductile Iron Pipe — Rockwell 431 cast coupling or other approved equal.

PVC Pipe — Rockwell 411 cast coupling or other approved equal.

For A.C. Pipe to PVC or Ductile Iron Pipe use a cast pipe coupling with different end diameters sized specifically for the pipe materials and pipe outside diameter at each end.

### Water Service Line Repairs

A water service line severed between the water main and the water meter shall be repaired using new type K copper tubing or 200 polyurethane tubing and bronze or brass three (3) piece compression unions.

A corporation stop pulled out of a PVC pipe water main shall have a new service saddle and a new corporation stop installed on the water main.

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STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
SPEC6\_13

SECTION 6  
WATER DISTRIBUTION

Date  
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A corporation stop pulled out of a ductile iron pipe water main shall have a full circle repair clamp placed over the old tap hole. A new tap shall be made and a new corporation stop installed on the water main.

END OF SECTION 6.00

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**NORTH CAROLINA**



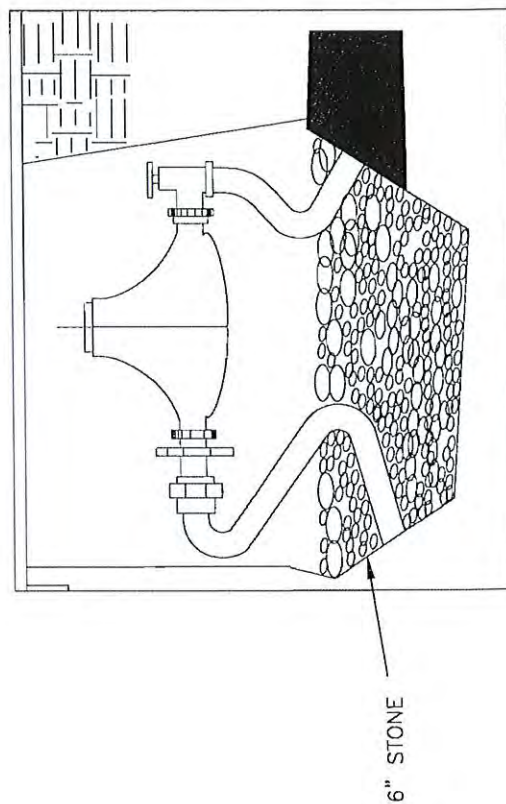
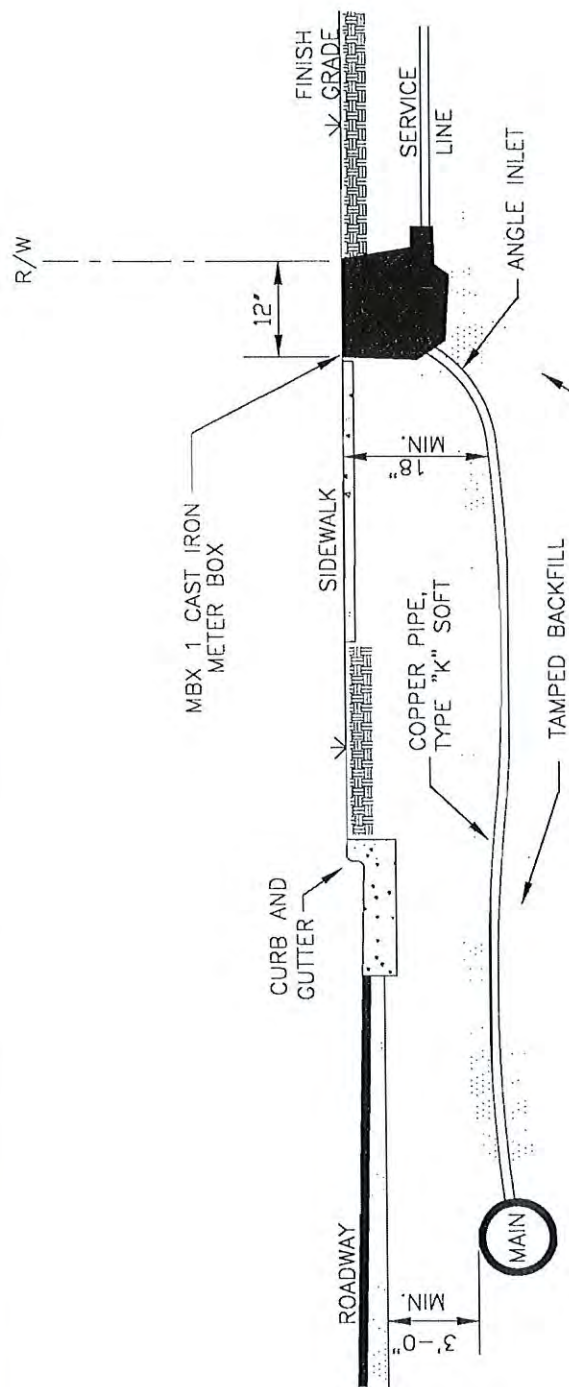
STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
SPEC6\_14

SECTION 6  
WATER DISTRIBUTION

Date  
2/1/00





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STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

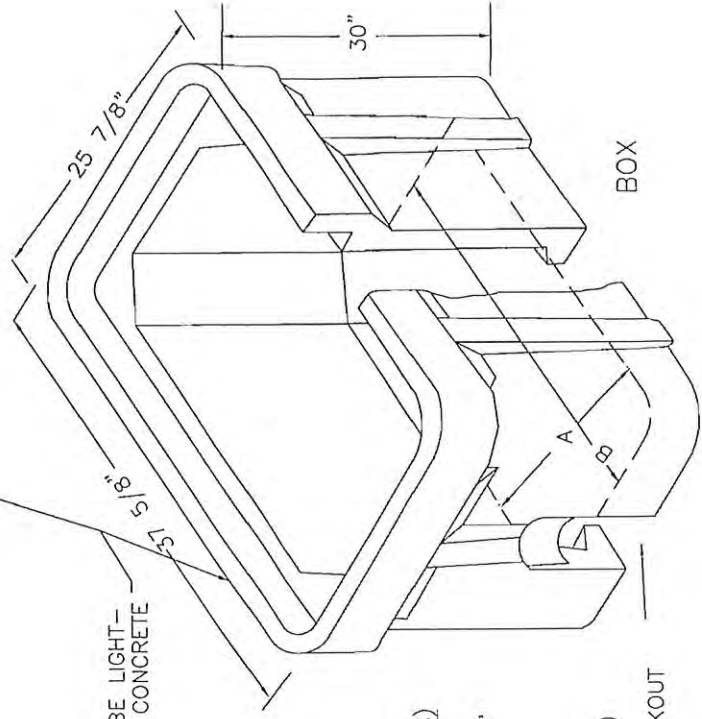
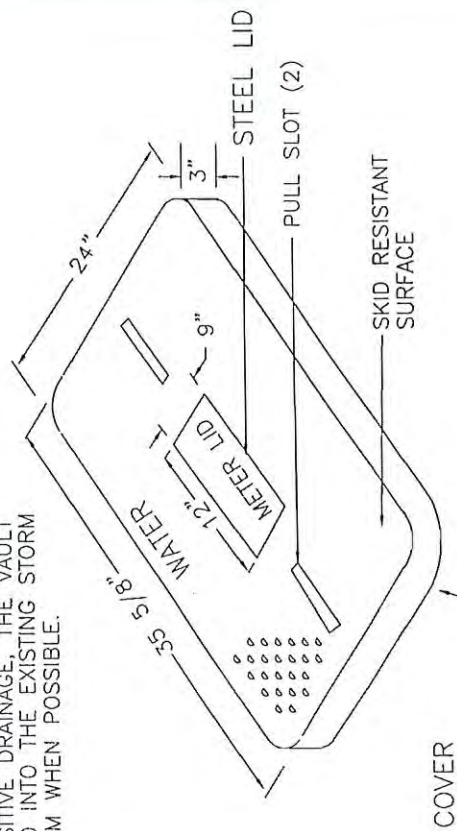
Drawing  
0601

Standard 3/4" and 1" Meter  
Box Installation

Date  
1/12/2000

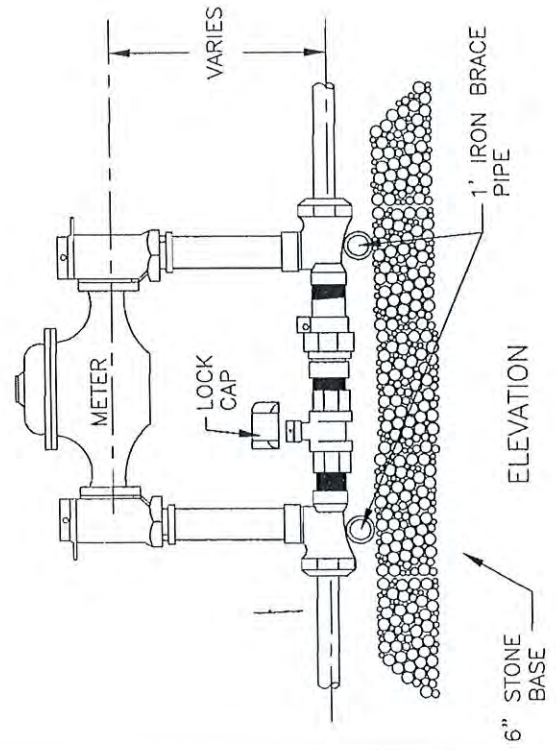


NOTES:  
TO ENSURE POSITIVE DRAINAGE, THE VAULT  
SHOULD BE TIED INTO THE EXISTING STORM  
DRAINAGE SYSTEM WHEN POSSIBLE.



DIMENSIONS (INCHES)	
A	B
18 3/8"	30 1/8"

MOUSE HOLES (2)  
4"x4" OPENING  
WITH 4"x4" KNOCKOUT  
ABOVE OPENING



NOTES:

PIPING TO BE BRASS & COPPER TUBING &  
SHALL BE EQUIPPED W/ ANGLED CHECK VALVE  
OUTLETS & BY-PASS FLANGED VALVE OR  
BY-PASS FLANGED BALL VALVE INLETS AS  
FURNISHED BY FORD CUSTOMSETTERS,  
MUELLER OR OTHER APPROVED EQUAL.

PRECAST CONCRETE BOX WITH ALUMINUM  
ACCESS HATCH WILL BE AN ACCEPTABLE  
ALTERNATIVE WITH APPROVAL OF  
THE UTILITY DIRECTOR.

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STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Standard 1 1/2" & 2" Meter  
Installation and Vault

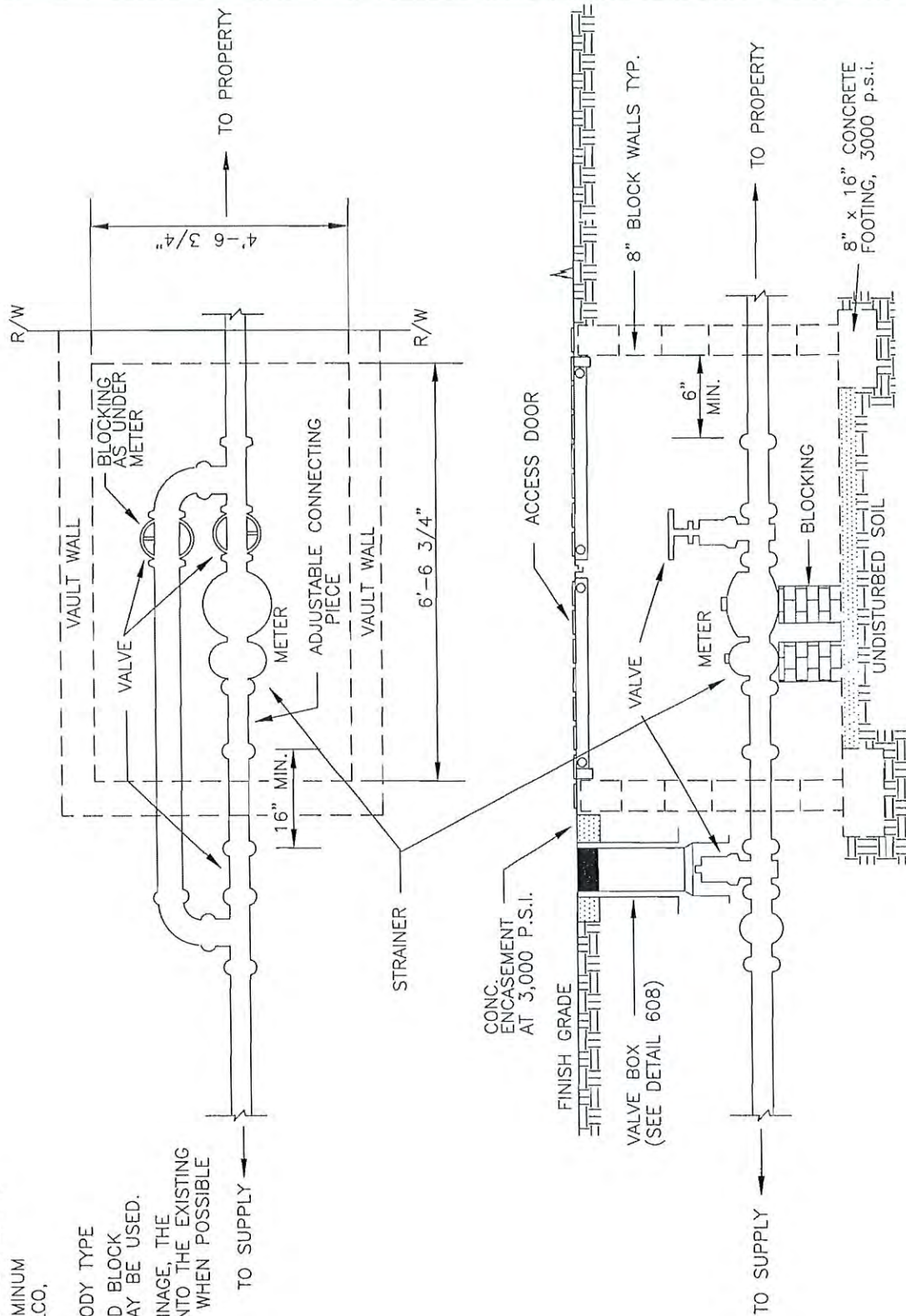
Drawing  
0602

Date  
1/12/2000



**NOTES:**

METER AND BY-PASS ASSEMBLY TO BE DUCTILE IRON FLANGED PIPE  
 METER FACE TO BE A MAXIMUM OF 2" BELOW FINISHED GRADE  
 ADJUSTABLE CONNECTING PIECE TO BE CLOW F-1439 ADJUSTABLE CONNECTOR  
 ACCESS DOOR TO BE ALUMINUM AS MANUFACTURED BY BILCO, OF 42" X 36"  
 VALVES SHALL BE IRON BODY TYPE EITHER SOLID BRICK, SOLID BLOCK OR PRECAST CONCRETE MAY BE USED.  
 TO ENSURE POSITIVE DRAINAGE, THE VAULT SHOULD BE TIED INTO THE EXISTING STORM DRAINAGE SYSTEM WHEN POSSIBLE



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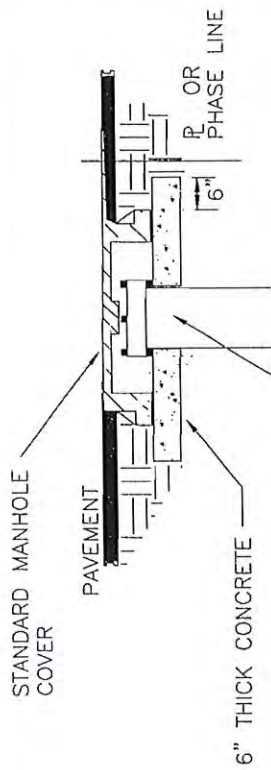
**STANDARD DETAIL AND  
 SPECIFICATIONS MANUAL**

Drawing  
 0603

Standard 3" and 4" Meter Installation  
 and Vault

Date  
 1/13/2000

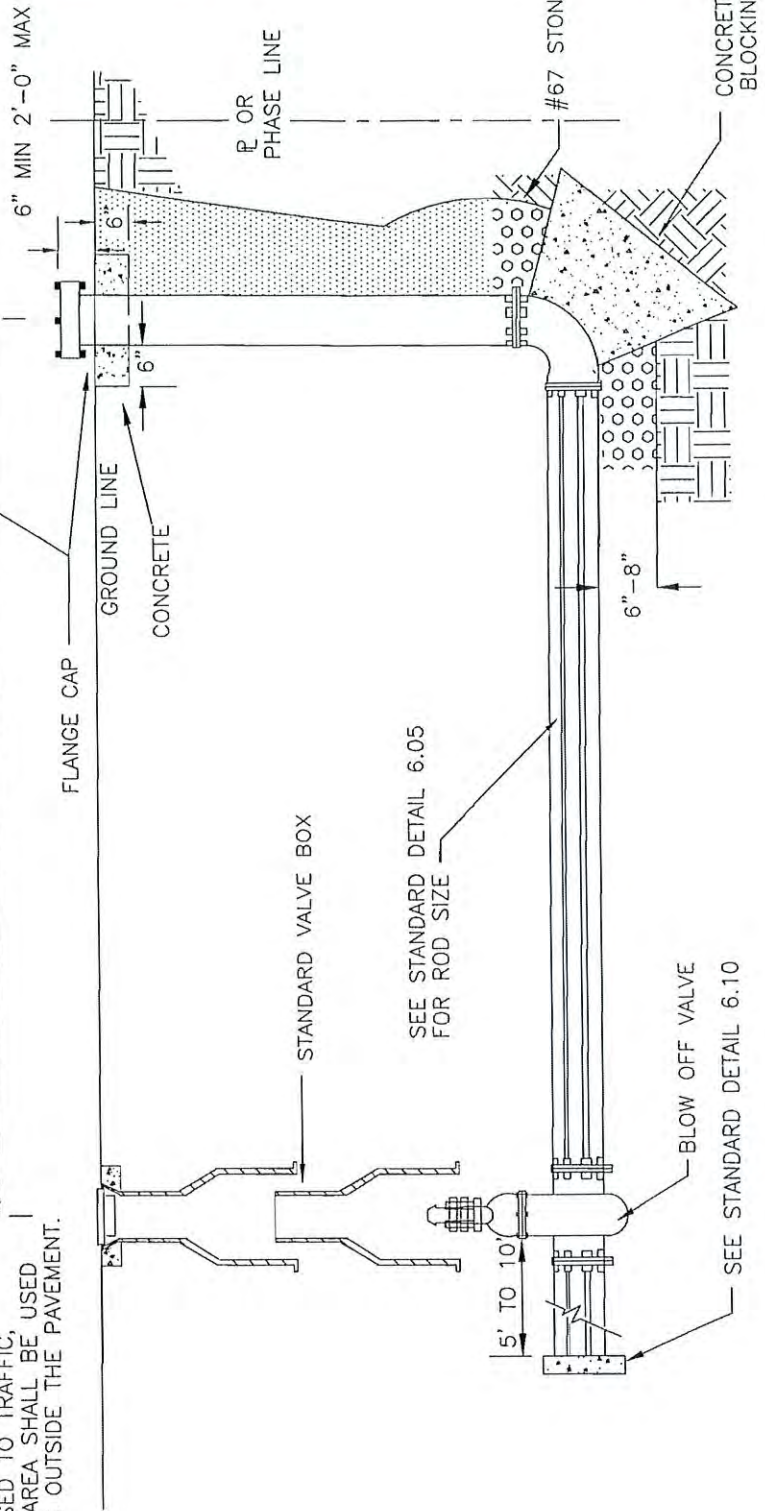




SIDE VIEW IN PAVED

19 JOINT MAX.

NOTES:  
WHEN BLOW-OFF IS EXPOSED TO TRAFFIC, THE  
DETAIL FOR A PAVED AREA SHALL BE USED  
EVEN IF THE BLOW-OFF IS OUTSIDE THE PAVEMENT.



SIDE VIEW UNPAVED

MAIN SIZE	END PIPE SIZE
4"-12"	SAME DIAMETER AS MAIN
16"	12"
24" & GREATER	APPROVED BY UTILITY DIRECTOR

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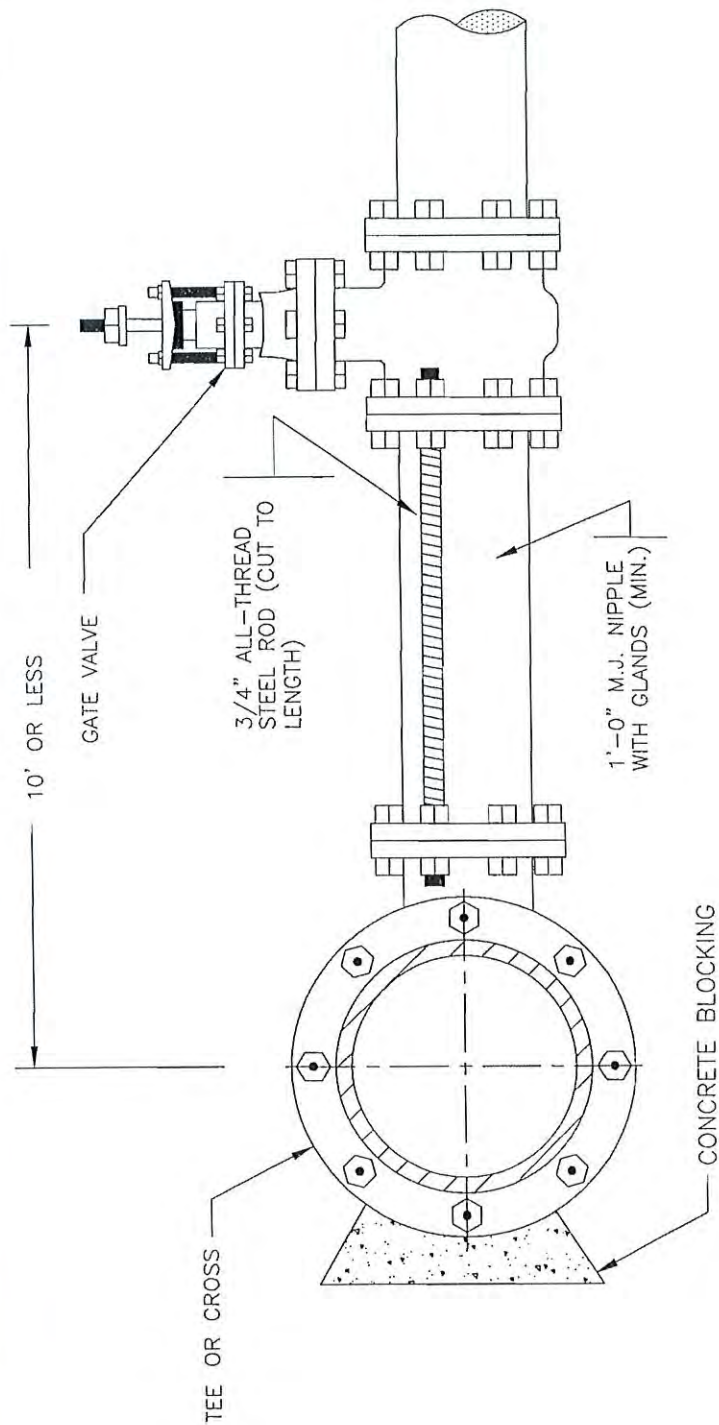
STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
0604

Standard Blow-off Assembly

Date  
1/13/2000





#### ROD REQUIREMENTS

BRANCH SIZE	NO. OF RODS
4"	2
6"	2
8"	4
12"	4
16"	6
24"	6

#### GENERAL NOTES:

1. ONCE INSTALLED AND TIGHT, THE STEEL RODS AND BOLTS SHALL BE COATED WITH 2 COATS OF BITUMINOUS BASE PAINT.
2. CONCRETE SHALL NOT CONTACT BOLTS OR ENDS OF MECHANICAL FITTINGS.

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STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

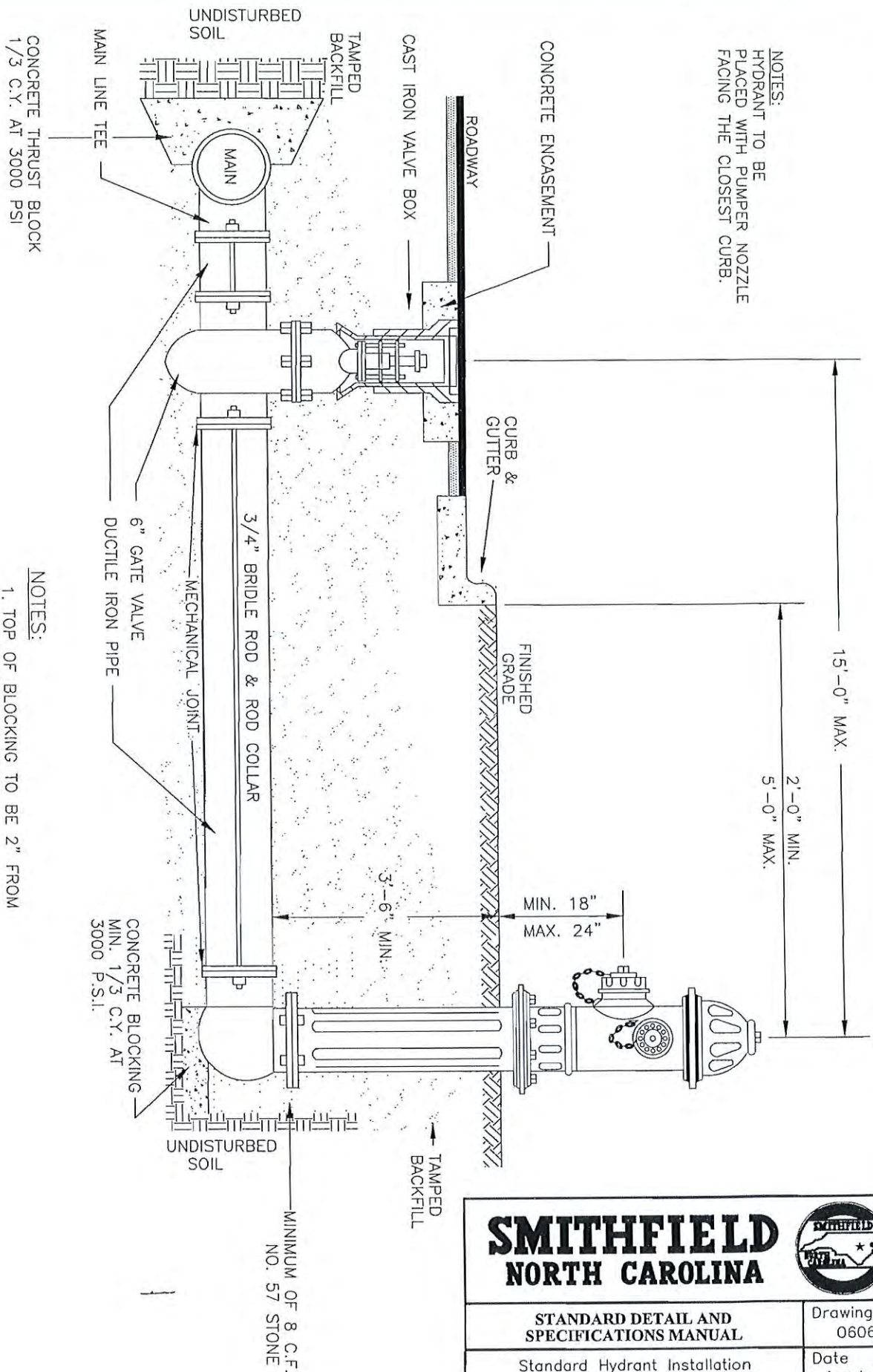
Drawing  
0605

Standard Valve Rodding

Date  
1/13/2000



NOTES:  
HYDRANT TO BE  
PLACED WITH PUMPER NOZZLE  
FACING THE CLOSEST CURB.



**NOTES:**

1. TOP OF BLOCKING TO BE 2" FROM HYDRANT WEEP HOLES.
2. HYDRANT TEE MAY BE SUBSTITUTED FOR D.I.P. NIPPLE AND RODDING.
3. TAPPING SADDLES MAY BE USED INSTEAD OF A TEE FOR WATER LINES LARGER THAN 16 INCHES.

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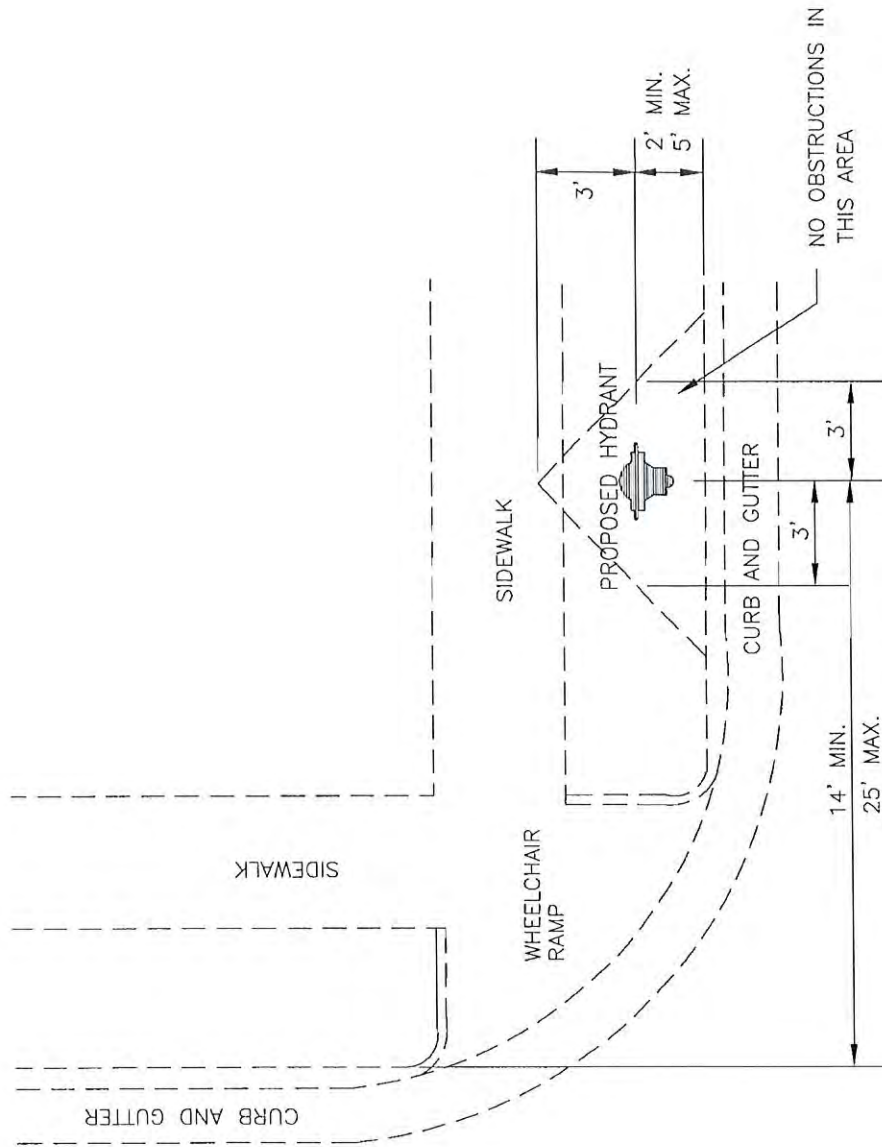
STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Standard Hydrant Installation

Drawing  
0606

Date  
1/13/2000





**NOTES:**

LOCATION SHOULD BE COORDINATED WITH NCDOT  
ALONG STATE MAINTAINED ROADWAYS.

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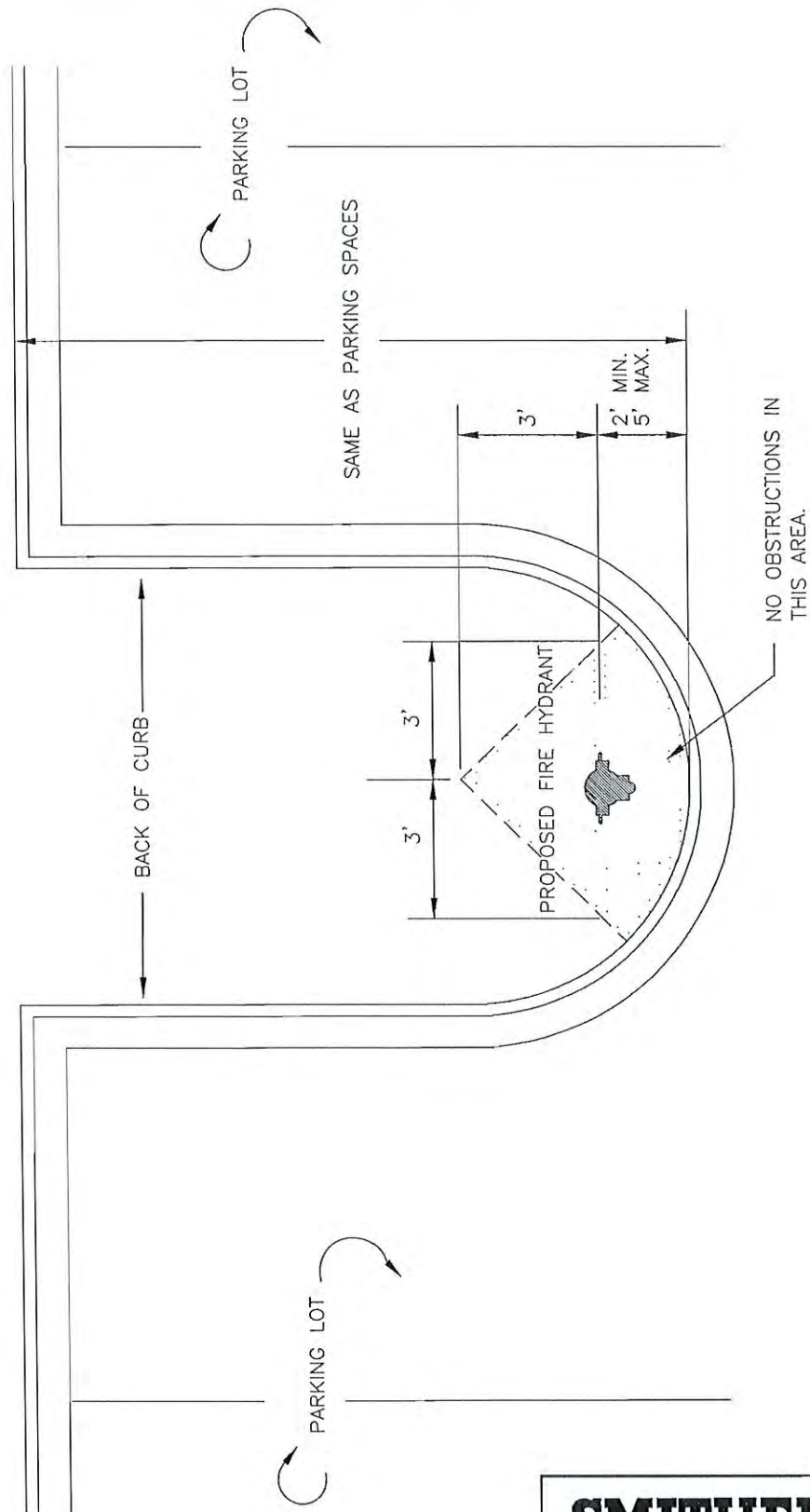
STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
0607A

Standard Hydrant Location

Date  
1/13/2000





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STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
0607B

Standard Hydrant Location  
(For Parking Lot)

Date  
1/13/2000



TYP. FINISHED GRADE  
IN UNPAVED AREAS

VALVE BOX  
COVER 7 1/2" MIN.

TYP. FINISHED GRADE  
IN PAVED AREAS

(UNPAVED AREAS)  
CONCRETE  
ENCASEMENT  
AT 3000 P.S.I.

MAX

VALVE BOX

1 1/2"

BASE COURSE  
(PAVED AREAS)  
12" THICKNESS 1-2,  
H OR HB BITUMINOUS  
CONCRETE

TAMPED BACKFILL

NOTE TO CONTRACTOR:  
VALVE BOX SHOULD NOT  
CONTACT MAIN OR VALVE

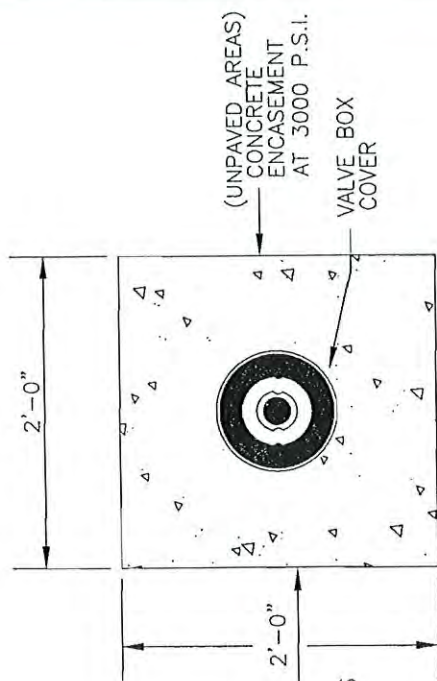
MAIN

VALVE

BLOCKING

TAMPED BACKFILL

SECTION



PLAN

- NOTES:
1. D.I.P. MAY BE USED FOR VALVE BOX EXTENSIONS.
  2. VALVE OPERATING NUT MUST BE EXTENDED SO THAT THE DEPTH IS NO GREATER THEN 5' FROM THE SURFACE USING A MANUFACTURER APPROVED EXTENSION KIT.
  3. PRECAST CONCRETE ENCASEMENT IS ALLOWED OUTSIDE OF PAVED AREAS.

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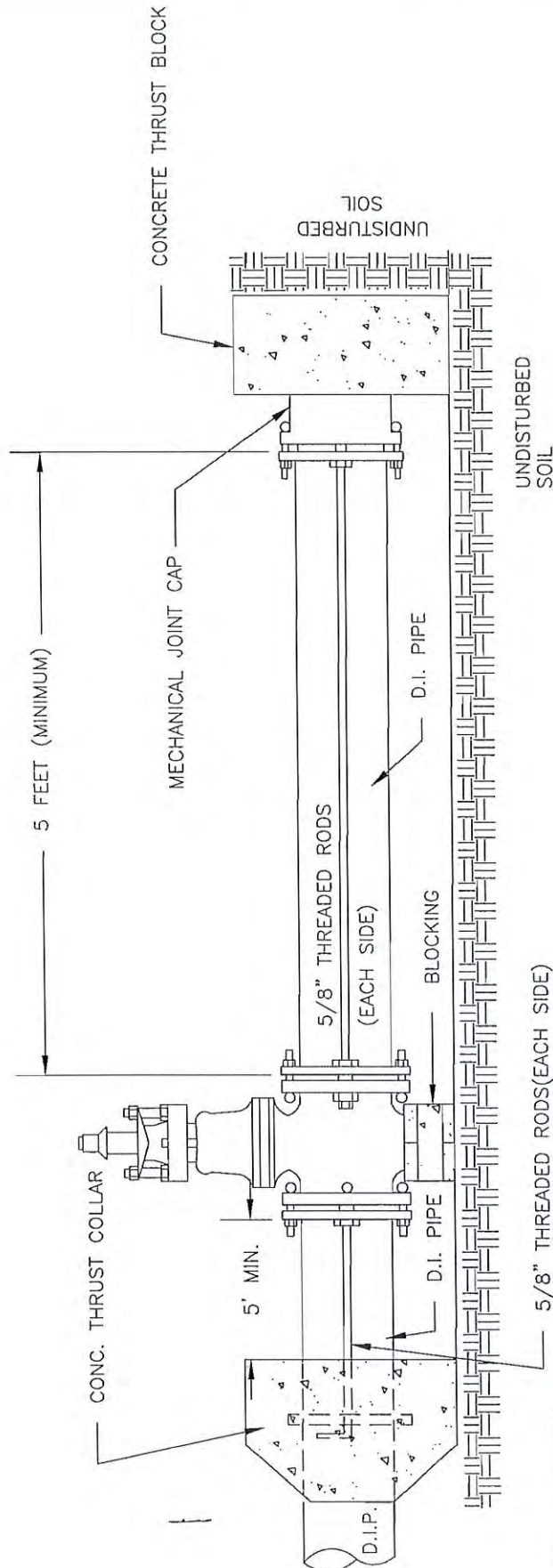
STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
0608

Standard Valve Box Installation

Date  
1/13/2000





NOTES:  
THIS DETAIL SHALL APPLY ONLY TO TEMPORARY  
CAPPING. PERMANENT DEAD END LINES TO BE  
IN ACCORDANCE W/STANDARD DETAIL NO. 6.04

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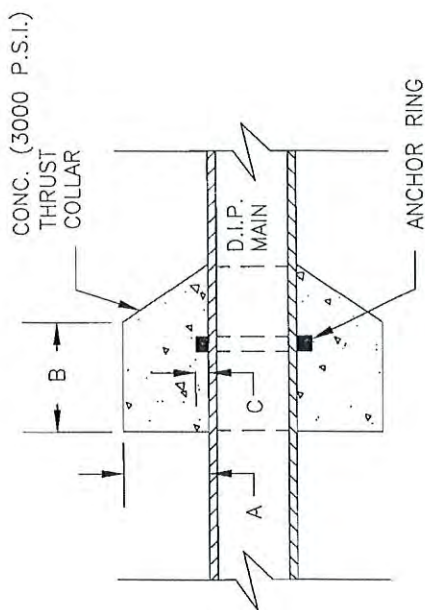
STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
0609

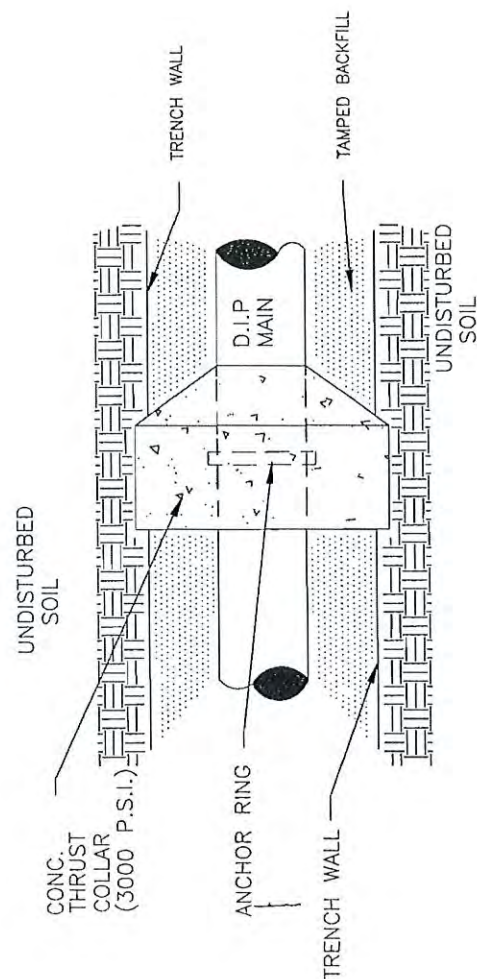
Standard Capping Detail

Date  
1/13/2000





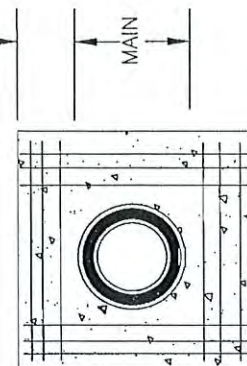
SECTION



PLAN

SCHEDULE

PIPE DIAMETER	CONCRETE THRUST COLLAR	ANCHOR RING	RING REQUIRED
	A	B	C
6", 8", 12"	1'-0"	1'-0"	2"
16"	1'-4"	1'-0"	2"
20"	1'-4"	1'-0"	3"
24"	1'-4"	1'-0"	3"
30"	1'-4"	1'-2"	4"
36"	1'-4"	1'-4"	4"



REINFORCING

NOTES:

6" TO 16" MAINS=12-NO.7 BARS  
20" TO 36" MAINS=12-NO.8 BARS  
BARS PLACED AS SHOWN

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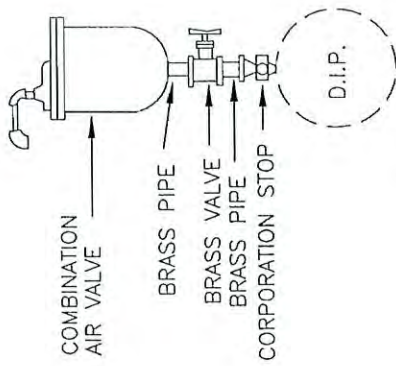
STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Standard Thrust Collar Installation

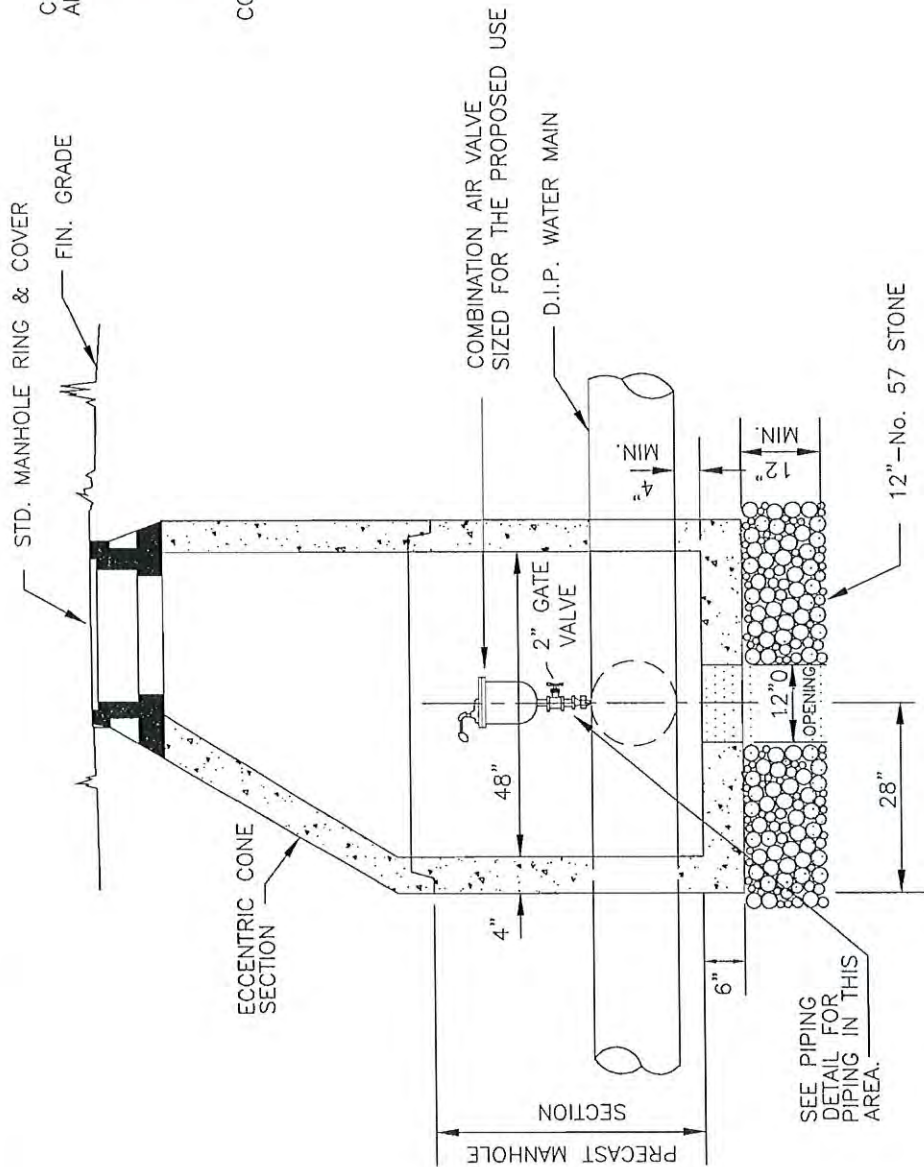
Drawing  
0610

Date  
1/13/2000





PIPING DETAIL



**NOTES:**

1. TAP SIZE AND ISOLATION VALVE TO BE SAME SIZE AS AIR VALVE.
2. ALL PIPING AND FITTINGS, IN THE MANHOLE, SHALL BE BRASS OR BRONZE UNLESS NOTED.
3. MANHOLE STEPS SHALL BE PLACED 16" O.C. WHEN DEPTH OF MANHOLE EXCEEDS 5 FEET.
4. CONCENTRIC CONES MAY BE USED FOR AIR VALVE MANHOLES LESS THAN 5' IN DEPTH.

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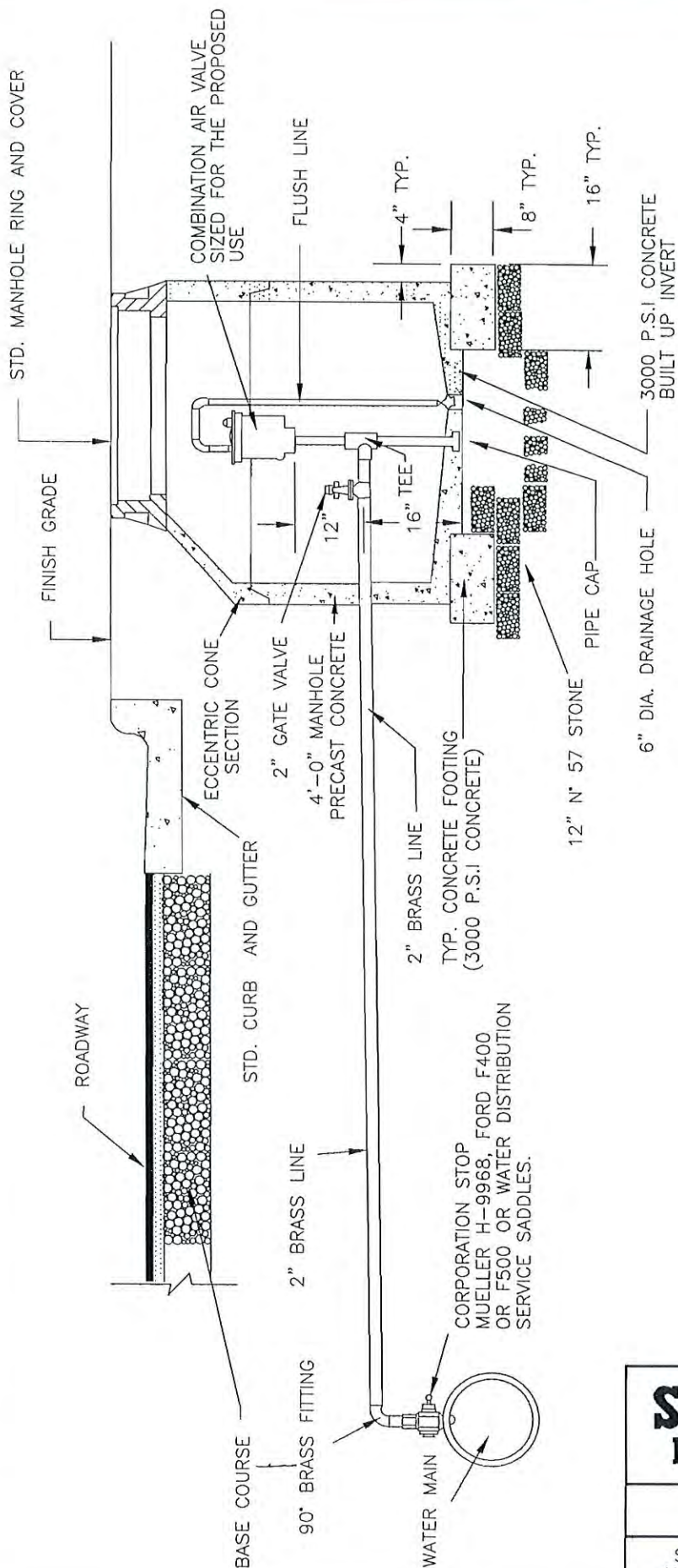
**STANDARD DETAIL AND  
SPECIFICATIONS MANUAL**

Drawing  
0611A

Standard Combination Air Valve  
Manhole For Water Mains, Type 1

Date  
1/13/2000





**NOTES:**

CORPORATION STOP SHALL BE LOCATED IN THE TOP OF WATER MAIN.

MANHOLE STEPS SHALL BE PLACED 16" O.C. WHEN DEPTH OF MANHOLE EXCEEDS 5 FEET.

ALL PIPING AND FITTING, IN THE MANHOLE, SHALL BE BRASS.

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STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
0611B

Standard Combination Air Valve  
Manhole for Water Mains, Type 2

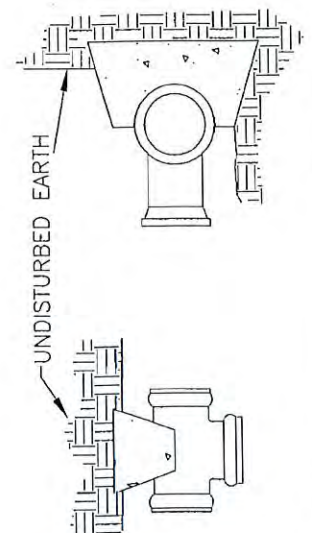
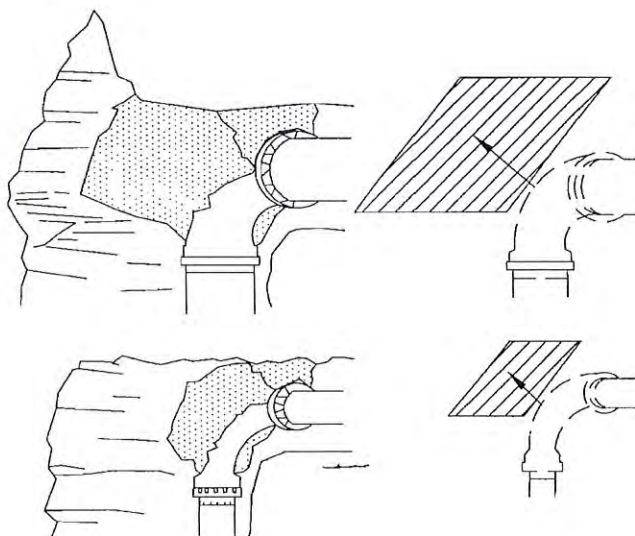
Date  
1/13/2000



MINIMUM CONCRETE BLOCKING (C.Y.)*					
NOM. PIPE DIA. IN.	TEES & DEAD ENDS	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
4	1/3	1/3	1/3	1/3	1/3
6	1/3	1/3	1/3	1/3	1/3
8	1/3	1/2	1/3	1/3	1/3
10	2/3	3/4	1/2	1/3	1/3
12	3/4	1.0	2/3	1/3	1/3
14	1.0	1 1/2	3/4	1/2	1/3
16	1 1/3	2.0	1.0	1/2	1/3
18	1 2/3	2 1/3	1 1/3	2/3	1/3
20	2.0	3.0	1 2/3	3/4	1/2
24	3.0	4 1/3	2 1/3	1 1/3	2/3

\*CONCRETE SHALL BE 3000 P.S.I. MIX.

NOTES:  
NO CONCRETE SHALL COVER BOLTS OR GLANDS.



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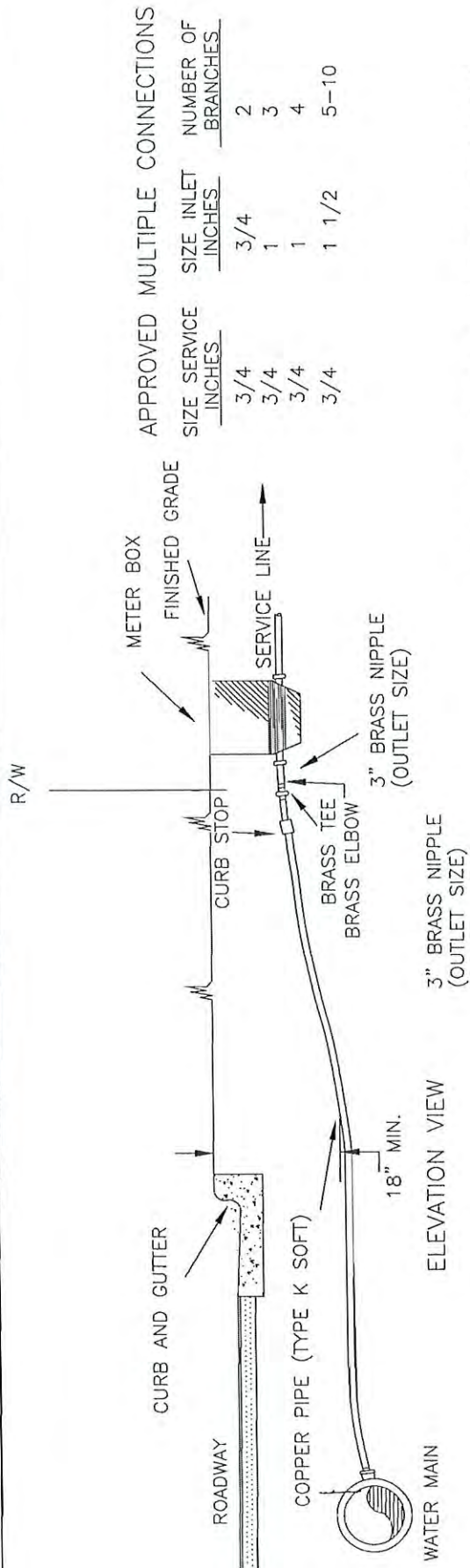
STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
0612

Standard Reaction Blocking

Date  
1/13/2000





# APPROVED MULTIPLE CONNECTIONS

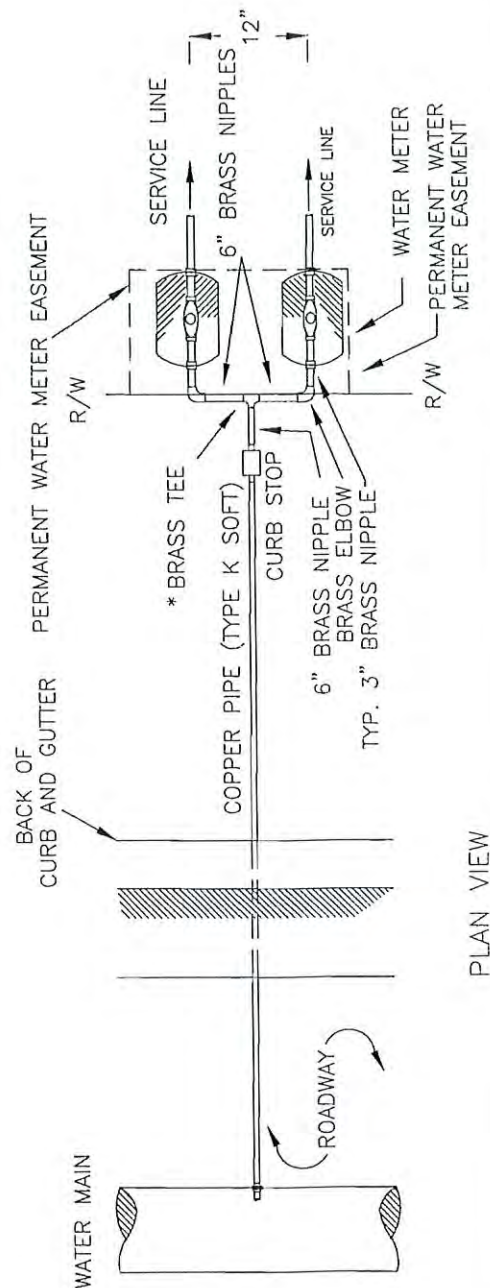
SIZE SERVICE INCHES	SIZE INLET INCHES	NUMBER OF BRANCHES
3/4	3/4	2
3/4	1	3
3/4	1	4
3/4	1 1/2	5-10

THERE SHALL BE NO MULTIPLE CONNECTIONS FOR SERVICES OTHER THAN 3/4" (INCHES)

CURB STOPS SHALL BE AS MANUFACTURED BY FORD, HAYES, OR MUELLER

METER BOXES SHALL BE AS DESCRIBED IN THE STANDARD SPECIFICATIONS UNDER WATER DISTRIBUTION; HOWEVER, THE INLET SHALL BE IRON PIPE THREADED INLETS

CURB STOP SHALL BE CENTERED ON MULTIPLE  
\*BRASS TEE: INLET SIZE x 3/4 INCH



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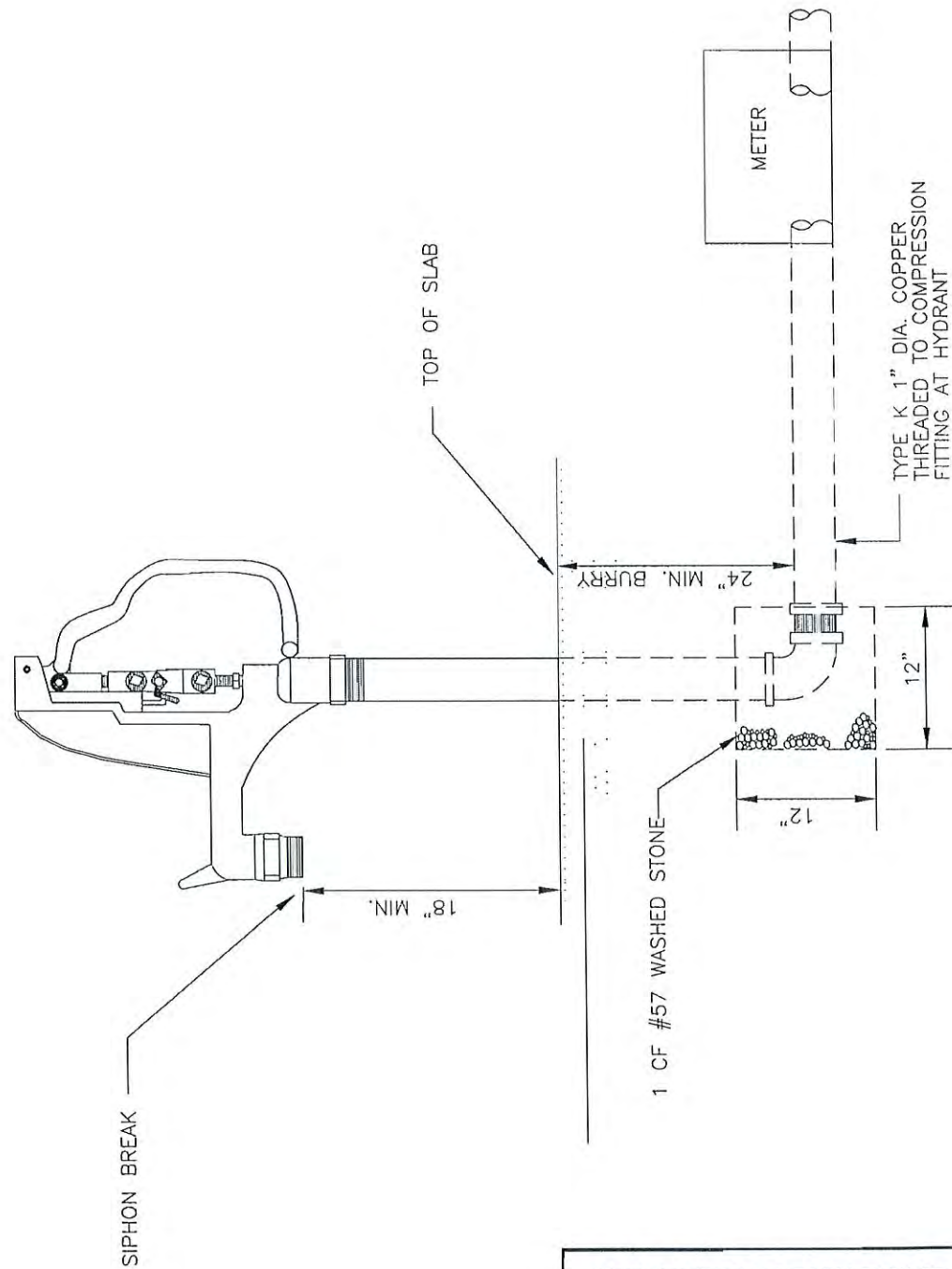
STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Standard Multiple Branch Service

Drawing  
0613

Date  
1/13/2000





**SMITHFIELD  
NORTH CAROLINA**



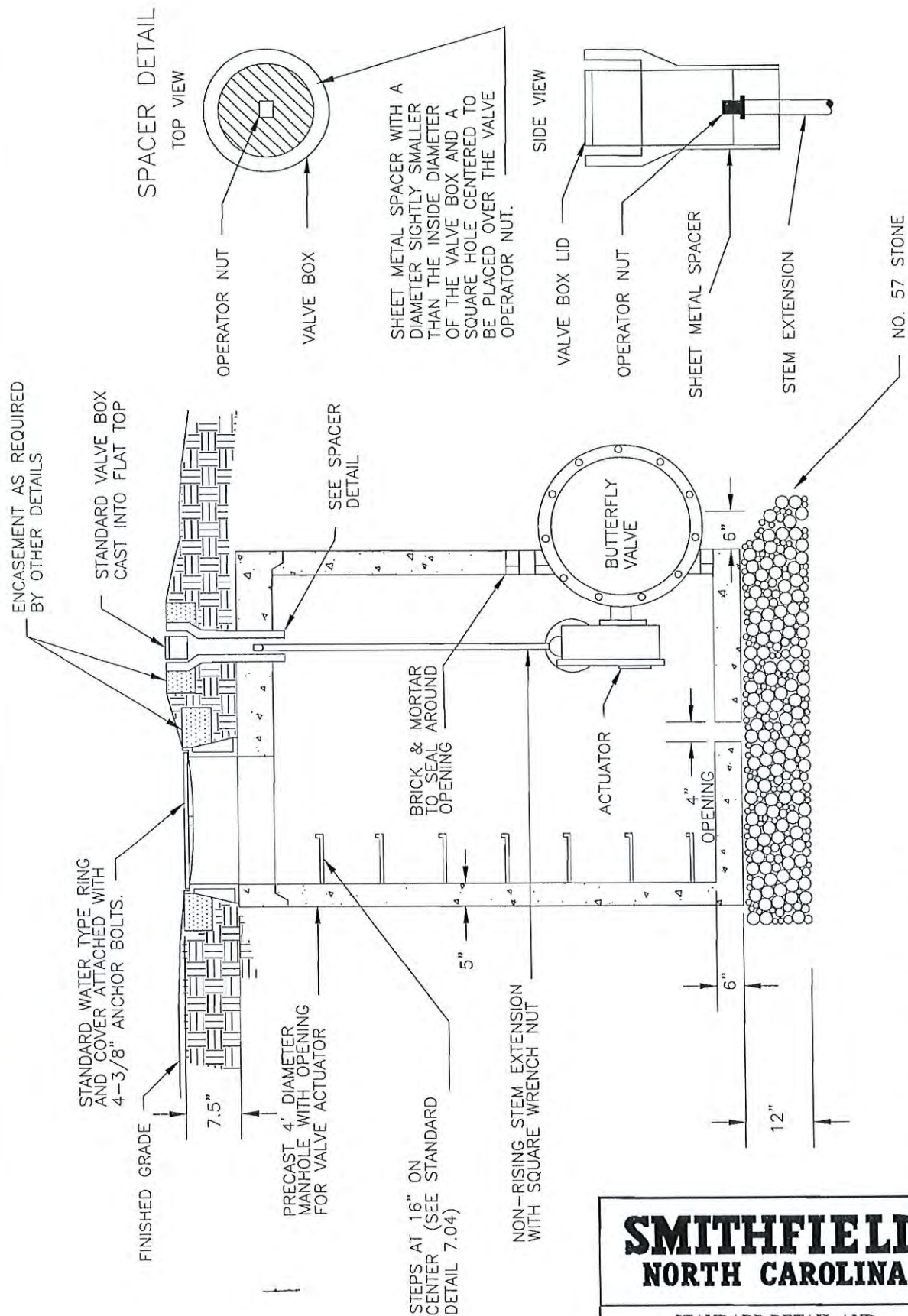
STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
0614

Yard Hydrant (nonfreeze)

Date  
1/13/2000





**SMITHFIELD**  
**NORTH CAROLINA**



STANDARD DETAIL AND  
SPECIFICATIONS MANUAL

Drawing  
0615

Butterfly Valve with 4' Manhole  
Around Actuator

Date  
1/13/2000





# Request for Town Council Action

**Business  
Agenda  
Item:**  
**Award of  
Contract**  
Date: 06/05/2018

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**Subject:** Award of Contract for Water Plant Design

**Department:** Public Utilities

**Presented by:** Ted Credle

**Presentation:** Business Item

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## Issue Statement

The expansion of the Town Water Treatment plant will need to be designed by a responsible, engineering firm. After public advertisement and acceptance of the qualifications package, the selected designer is The Wooten Company

## Financial Impact

The selection of this firm will have a contractual cost of \$1,370,000.00 This sum will be paid for out of the Clean Water State Revolving Fund loan that was approved for this project.

## Action Needed

Approve a motion to award the contract to The Wooten Company, for the design of the Town of Smithfield Water Treatment Plant Expansion project; and to authorize the Town manager to execute the contract which is not to exceed \$1,370,000.00.

## Recommendation

Staff recommends the approval of the design firm and authorization of the Town Manager to execute the contract

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Proposed Contract with the Wooten Company
3. Proposal from the Wooten Company





## Staff Report

**Business  
Agenda  
Item:** **Award of  
Contract**

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The Town of Smithfield Water Treatment Plant Expansion project is needed to respond to customer increased water demands. The existing facility is permitted to produce over 6 million gallons per day (MGD) of treated water; but recent studies and near-future **projections show the demand exceeding the Town's ability to produce reliable** water in the near future. In fact, by contract, the plant will exceed 80% of its capacity within the next 16 months; which triggers a NCDEQ policy that requires the Town to respond with actionable plans to the impending shortage.

By expanding the Water Plant now, the Town will stay ahead of the curve, avoid potential water shortages, provide a reliable source of water for the expected growth in the Town and have a modern plant that should produce reliable supplies of water for the foreseeable future.

The first step is to hire a design firm to assist the Town in this process. This desire was publically advertised, and upon review by the Town Engineer, The Utility Director and the Water Plant Superintendent, the selected qualified firm was The Wooten Company. Negotiations were held and an agreement was reached on price. The contract has been reviewed and approved by the Town Attorney.



**AGREEMENT FOR  
DESIGN CONSULTANT SERVICES**

BETWEEN

**TOWN OF SMITHFIELD**



AND

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PROJECT: TOWN OF SMITHFIELD WATER PLANT EXPANSION

OWNER'S PROJECT NO: 18-001

DATE: JUNE 6, 2018

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## AGREEMENT FOR DESIGN CONSULTANT SERVICES

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**AGREEMENT FOR  
DESIGN CONSULTANT SERVICES**

**This Contract for Design Consultant Services** is made, and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **TOWN OF SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter "**OWNER**" OR "**TOWN**"), and L.E. Wooten & Company d.b.a. The Wooten Company, EID# 56-0509703 (hereinafter "**DESIGNER**", "**CONSULTANT**", OR "**DESIGN CONSULTANT**"), whose principal place of business is: 120 North Boylan Avenue Raleigh, NC 27603.

For Professional Services in connection with the Project known as:

Town of Smithfield Water Plant Expansion

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The Owner and the Design Consultant hereby agree as set forth below:

**ARTICLE 1  
DEFINITIONS**

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

- 1.1 Project. The Project shall include the design and associated construction administration in order to expand the existing water treatment plant, storage tank, reservoir, sludge basin, associated piping and process systems for the Town of Smithfield as shown on the map contained in Appendix A (the "Affected Area"). As background, the Smithfield Water Treatment plant has operated since the 1970's and is in need of expansion due to increased demand.
- 1.2 Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3 and any Additional Services under described in Article 7.
- 1.3 Construction Contract Documents. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Construction Contract between Owner and Contractor, all of which shall be compatible and consistent with this Agreement.
- 1.4 Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of any or all of the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Design Consultant.
- 1.5 Basic Services Compensation. Basic Services Compensation shall be the lump sum fee designated in Article 4 to be paid by the Owner to the Design Consultant in connection with the performance of the Basic Services by the Design Consultant.
- 1.6 Change Order. A Change Order is the form of documentation from the Owner approving and authorizing a modification to the Project Budget, Basic Services Compensation, or previously approved Design Phase documents



## ARTICLE 2

### RELATIONSHIP OF THE PARTIES

- 2.1 Design Consultant Services. The Design Consultant shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement and all applicable codes and laws. The Design Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design, construction administration, and construction observation and to provide the technical documents and supervision to achieve the Owner's Project objectives.
- 2.2 Owner Representation. The Owner shall designate a Project Manager to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to services performed by the Design Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and his sub-consultants, throughout the term of this Agreement.
- 2.3 Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner, including but not limited to: Surveyor, Utility Locating Service, Geo-technical Consultant, and/or Materials Testing Consultant. The Design Consultant is responsible for the coordination of survey, existing utility location, geo-technical services, and/or material testing, including all coordination with surveyor, soils engineers, utility locating contractor, City and/or County officials, required for Project.
- 2.4 Design Consultant Representation.
- 2.4.1 The Design Consultant shall provide a list of all consultants (and sub-consultants if applicable) which the Design Consultant intends to utilize on the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Design Consultant shall not retain a consultant to which the Owner has a reasonable objection. The Design Consultant shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project. ~~In addition, the Design Consultant shall use an individual or firm with specific expertise in roofing for any projects containing any roofing work. The Design Consultant will also require regular inspections by roofing manufacturer and certification that roofing system was installed in accordance with installation guidelines.~~
- 2.4.2 The Design Consultant shall provide to the Owner a list of the proposed key project personnel of the Design Consultant and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner, through the Owner's Representative. Such key personnel and consultants shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner unless said personnel cease to be in the Design Consultant's (or its consultants, if applicable) employ.



- 2.4.3 All agents and workers of the Design Consultant and its sub-consultants shall wear identification badges provided by the Design Consultant at all times they are on the Owner's property. The identification badge shall at a minimum display the company name and telephone number and the employee name.
- 2.5 Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or other consultant provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, consultant, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.
- 2.6 Compliance with Laws. Design Consultant shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Occupational Safety and Health Administration, (iv) the Fair Labor Standards Act, and (v) the Wage and Hour Division. In the event Design Consultant is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by TOWN and Design Consultant may be declared ineligible for further TOWN contracts.

### ARTICLE 3

#### BASIC SERVICES

- 3.1 Scope of Services.
- 3.1.1 The Basic Services to be provided by the Design Consultant shall be performed in the phases described hereinafter and shall include architectural, landscape architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, information technology, and all other services customarily furnished by an architect/engineer and its consultants in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement. The Basic Services to be performed by the Design Consultant consist of professional tasks which have as their objective design, production of technical documents and construction administration to provide the Owner with a complete and properly functioning facility. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The facility shall be suitable for the Owner's purposes, be structurally sound, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved construction budget.
- 3.1.2 This Agreement describes the Design Consultant's Basic Services in six phases. Each of these phases (Environmental Investigation, Design Development, Construction Documents, Permitting and Bid/ Negotiation, Construction, and Final Completion of Design Services) may be divided to facilitate bidding of separate trade contracts or phased construction activities.
- 3.1.3 The services described below are under the Project Phases in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the Project, or a designated portion of the Project, to one of each Phase. The Owner reserves the right to designate the phasing of segregated portions of the Work, within the terms and conditions of this Agreement.
- 3.1.4 At existing facilities where additions and/or renovations are to take place, the Design Consultant is to verify, by on-site analysis and inspection, the compatibility of all existing systems, including, but not limited to fire alarm, security, video surveillance, CATV, voice / data, telephone, intercom, SCADA, mechanical and electrical. The Design Consultant shall



report, in writing, to the Owner any compatibility issues and make appropriate written recommendations to the Owner.

### 3.2 Environmental Investigation Phase.

- 3.2.1 The Design Consultant shall examine and analyze available information provided by the Owner and shall advise and recommend as to additional information necessary to begin specific design work on the Project.
- 3.2.2 Upon analysis of all available information and prior to initiating any design tasks, the Design Consultant shall participate in a Pre-Design Project Analysis meeting on the dates specified in the Project Schedule contained in Exhibit A or as may subsequently be approved. The Design Consultant shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the project and others as may be requested by the Owner's Representative. The Design Consultant shall take and transcribe minutes of the sessions.
- 3.2.3 Upon conclusion of the Pre-Design Project Analysis meeting, the Design Consultant shall perform and provide to the Owner, an environmental "file review" to confirm the Project satisfies the need to treat the increased volume of water at the proposed facility without violation of state and federal laws pertaining to endangered species, flood plain mitigation, stream preservation, buffer intrusion, and all similar laws and regulations relating to environmental impacts resulting from the proposed Project. Allow the Owner ten (10) working days for review.
- 3.2.3 Upon written authorization from the Owner to proceed, and based on the approved Project Schedule (Exhibit A), the Design Consultant shall prepare Schematic Design documents consisting of drawings, renderings, and other sketches illustrating the design concept, scale and relationship of the Project components for approval and use by the Owner. Allow the Owner ten (10) working days for review.

### 3.3 Section Omitted

### 3.4 Design Development Phase.

- 3.4.1 The Design Consultant shall prepare from the approved Schematic Design documents, for further approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.
- 3.4.2 Design Development Documents prepared by the Design Consultant shall include 25% drawings, based on Topographic Survey and information gathered by the Design Consultant, in more detail than the Schematic Design documents and shall take into account the Owner's comments on the previous submittal. The submittal shall outline descriptions of proposed engineered systems, materials and work to be included in the construction contracts. Drawings shall include dimensioned site development plan, elevations, and typical sections indicating proposed construction. Drawings shall also include information on major engineered systems, i.e., chemical, mechanical and electrical.
- 3.4.3 A statement from the Design Consultant with the final Design Development Phase submittal shall be included that verifies and acknowledges that all of the applicable Design Guidelines have been incorporated in the documents unless specifically noted in writing.
- 3.4.4 The Design Consultant shall submit the final ~~Preliminary~~ Design Development package, meeting minutes, etc. to show how review comments made in Environmental Investigation have been addressed. It should be clear from the notes where the specific item was incorporated into the Design Development submittal or an explanation if it was not incorporated.



3.4.5 The Design Consultant shall provide the Owner's Representative periodically with copies of in-progress Design Development Documents during the Design Development Phase. At the end of the Design Development Phase the Design Consultant shall provide the Owner's Representative with four (4) full size complete sets of prints of the drawings and other documents for approval by the Owner. The Design consultant shall return the Owner's marked up set of Schematic Design Documents. The documents for this final Design Development Phase submittal shall contain all of the following unless otherwise agreed in writing:

A. Architectural

- (i) Building Code Summary Sheet.
- (ii) Floor plans (at 1/8" scale) with final room locations including all openings.
- (iii) Wall sections showing final dimensional relationships, materials and component relationships.
- (iv) Identification of all fixed and loose equipment, furniture, and furnishings.
- (v) Room inventory data sheets showing locations of furniture and equipment for each typical room. Owner will provide lists of furniture and equipment and format to Design Consultant. Hard copies and digital formats (if desired) will be provided to the Design Consultant.
- (vi) Finish schedule identifying all finishes.
- (vii) Preliminary door and window and hardware schedule showing final quantity plus type and quality levels.
- (viii) Virtually complete site plan including grading and drainage.
- (ix) Legend showing all symbols used on drawings.
- (x) Outline of materials to be specified in the Construction Documents phase.
- (xi) Reflective ceiling development including ceiling grid and all devices that penetrate the ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).

B. Civil

- (i) Overall existing site plan
- (ii) Preliminary site layout/grading plan
- (iii) Preliminary erosion control plan
- (iv) Preliminary yard piping plan
- (v) Plan and section drawings of treatment process units
- (vi) Major process equipment orientation and layout
- (vii) Standard construction details

C. Structural

- (i) Plan drawings with all structural members located and sized.
- (ii) Final building elevations.
- (iii) Outline of materials to be specified in the Construction Documents phase.



(iv) Foundation drawings.

D . Plumbing

(i) Piping, fixtures and equipment substantially located and sized.

E . Mechanical

(i) Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.

(ii) Major mechanical equipment scheduled indicating size and capacity.

(iii) Ductwork and piping substantially located and sized.

(iv) Above ceiling and/or mechanical room layouts to verify all, structural, mechanical, plumbing, electrical and fire protection systems fit in available spaces.

(v) Devices in ceiling located.

(vi) Legend showing all symbols used on drawings.

(vii) Outline of materials to be specified in the Construction Documents phase.

F . Electrical

(i) All power consuming equipment and load characteristics.

(ii) Total electric load.

(iii) Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.

(iv) Preliminary site lighting design.

(v) Outline of materials to be specified in the Construction Documents phase.

(vi) Lighting, power, telecommunications and office automation devices and receptacles shown in plan.

(vii) Preliminary light fixture schedule.

(viii) One line diagram of specialized electrical systems (fire alarm, intercom, voice/data, MATV) showing location of control equipment/panels and devices.

(ix) Interior electrical loads estimate for systems furniture, receptacles, lighting, and any other special use areas, etc.

G . Fire Protection

(i) Provide flow test information

(ii) Provide narrative of proposed fire protection system.

3.4.6 Schedule and conduct a Design Development review meeting with the Owner, issue minutes, and deliver all required submittals. Allow 10 working days for Owner's review. Documents not complying with Subparagraph 3.4.2 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.5 Construction Documents Phase.

3.5.1 Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Development Documents, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. The Owner



will provide the Conditions of the Contract (General and any Supplementary), Advertisement for Bids, Instructions to Bidders, time control specification provisions, and Construction Proposal Forms and Agreement(s) which the Design Consultant shall incorporate into the Construction Documents.

- 3.5.2 Construction Documents shall be completed in accordance with the Project Schedule and shall cover all work included in the Project or designated portion thereof.
- 3.5.3 Detailed drawings shall cover all work included in the Project or designated portion thereof.
- 3.5.4 Specifications shall be prepared using the Construction Specifications Institute 16 division format. Specifications for products, materials and equipment shall be written in full compliance with N. C. Gen. Stat. §133.3 and all other relevant laws and building codes. Brand names may be used to specify a particular product to be bid as an alternate only in accordance with State law.
- 3.5.5 The Design Consultant shall provide a color board with exterior and interior color selection for review, approval and use by the Owner. The approved color board shall be submitted for use by the Owner with the 100% Construction Documents.
- 3.5.6 The Design Consultant shall provide the Owner's Representative periodically with copies of in-progress Construction Documents during this phase. Additionally, and in accordance with the Management Plan, the Design Consultant shall submit for approval by the Owner three (3) full size sets of preliminary Construction Documents at the stage of 60% completeness. Return Owner's marked up set of Design Development Documents. The Design Consultant shall prepare such cost estimates in the form prescribed by the Owner to assure itself that the project cost is within the Project Budget. The documents for this 60% Construction Document submittal shall, at a minimum, satisfy all of the requirements of the Design Development Phase, plus all of the following, unless otherwise agreed in writing:

A. General

- (i) Complete index of drawings
- (ii) Vicinity plan
- (iii) Building Code Summary
- (iv) Energy data

B. Civil / Landscaping

- (i) Copy of the Site Survey
- (ii) Site plan satisfactory for site plan approval
- (iii) Site demolition plan
- (iv) Staking plan
- (v) Erosion control plan
- (vi) Grading plan
- (vii) Site utility plan
- (viii) Storm drainage plan, details and schedule
- (ix) Landscaping plans and details, plant schedule

C. Civil/Mechanical

- (i) Hydraulic profile



- (ii) Plan and section drawings of treatment process units
- (iii) Critical details identified and drawn
- (iv) Process equipment orientation and layout
- (v) Process piping orientation and layout
- (vi) Chemical feed equipment orientation, layout and piping
- (vii) Process and Instrumentation Diagram (P&ID)
- (viii) Construction details

D . Architectural

- (i) Demolition plans
- (ii) Critical sections and details identified and drawn
- (iii) Roof plan with all penetrations
- (iv) Exterior elevations with control joints located
- (v) Enlarged toilet room layout with all fixtures and dimensions
- (vi) Reflected ceiling plan with all fixtures located and ceiling height identified
- (vii) Bulkhead and lintel details
- (viii) Finish plan and schedule
- (ix) Door and hardware schedule, elevations, and head and jamb details
- (x) Masonry details
- (xi) Roof details
- (xii) Stair details

E . Structural

- (i) Demolition plans
- (ii) Footing plans and details
- (iii) Reinforcing steel plans
- (iv) Structural steel plans

F . Plumbing

- (i) Demolition plan
- (ii) Fixture schedule
- (iii) Plumbing plans
- (iv) Riser diagrams for waste and vent, water, storm drainage, and gas
- (v) Plumbing site plan
- (vi) Plumbing details

G . Mechanical

- (i) Demolition plan
- (ii) Ductwork and piping completely located and sized



- (iii) Complete equipment schedules
- (iv) Mechanical room enlarged plans and sections
- (v) Schematic control diagrams
- (vi) Mechanical details

H. Electrical

- (i) Demolition plan
- (ii) Fixture schedule
- (iii) Electrical site plan
- (iv) Power plan with panels located and identified
- (v) Lighting plan
- (vi) Complete plans for auxiliary systems including but not limited to, fire alarm, voice/data, intercom, MATV, and security
- (vii) Riser diagrams for all systems
- (viii) Panel schedule

I. Fire Protection

- (i) Demolition plan
- (ii) Fire protection plan with location of all hose and valve cabinets identified
- (iii) Preliminary fire protection design calculations

- 3.5.7 Schedule and conduct a 60% Construction Documents review meeting with the Owner, issue minutes, and deliver all required submittals. Allow 10 working days for Owner's review. Documents not complying with Subparagraph 3.5.6 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project schedule. The Design Consultant shall submit an engineer's opinion of probable cost no later than two (2) business days in advance of the scheduled 60% Construction Document review meeting. The Design Consultant shall prepare such estimates in the form prescribed by the Owner to reflect whether or not the project cost is within the Project budget.
- 3.5.8 After review and approval of the 60% Construction Documents and written notice to proceed to Final Construction Documents phase by the Owner, the Design Consultant shall continue with preparation of final Construction Documents and Bid Documents, including final Specifications for all authorized work on the Project and shall incorporate in those final documents the comments and any modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final Construction Document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarification required.
- 3.5.11 The Design Consultant shall participate in such reviews and meetings as are necessary to ensure that the project design conforms to all applicable codes and all requirements of responsible agencies and will make any changes to the Construction Documents which are required for issuance of all permits and legal authorizations needed to construct the Project.
- 3.5.12 The Design Consultant shall submit all relevant applications for all required building permits within a reasonable time to ensure receipt of final comments in time to issue any required addenda to the Bidding Documents.



- 3.5.13 At the completion of the construction documents phase, the Design Consultant shall submit to the Owner five (5) sets of 100% complete documents ( four (4) sets to be full size and one (1) set to be half size, and three (3) sets of specifications) prepared by the Design Consultant for final Construction Documents Phase submittal which shall include the final working drawings and specifications. Return Owner's marked up set of 60% Construction Documents.
- 3.5.15 The Design Consultant shall submit with the final Construction Document package, meeting minutes, etc. to show how review comments made in Preliminary Design have been addressed. It should be clear from the notes if the specific item was incorporated into the Construction Document submittal or not (with an explanation).
- 3.5.16 Submit Final Construction Documents to the Owner and deliver all required submittals. Allow 10 working days for Owner's review. The Design Consultant shall prepare or update the Owner's drawings for the Project in a computerized format acceptable to the Owner. Digital files in .DWG or .DXF file format are acceptable.
- 3.5.17 The Design Consultant shall request, expedite and submit all information necessary to obtain all necessary permits, licenses and approvals, required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, unless otherwise agreed in writing.
- 3.6 Bidding/Negotiation Phase.
- 3.6.1 Prepare and issue Agreement(s) between Owner and Contractor(s). After receiving written authorization from the Owner, the Design Consultant shall proceed with the Bidding/Negotiation Phase. There may be more than one Bidding/Negotiation Phase.
- 3.6.2 The Design Consultant shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Design Consultant shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.
- 3.6.3 3.5.17
- 3.6.4 The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner for review prior to issuance to all holders of bid documents.
- 3.6.5 The Design Consultant will coordinate with Town of Smithfield Public Utilities Department to schedule and conduct a Pre-Bid Conference with prospective bidders to review the Project. The Design Consultant shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents.
- 3.6.6 The Design Consultant shall assist the Owner's Representative and the Owner in obtaining bids.
- 3.6.7 The Design Consultant shall prepare a certified bid tabulation and recommendation to the Owner concerning the Contract Award.
- 3.6.8 Should first bidding or negotiation produce prices in excess of the approved Project Budget, the Design Consultant shall participate with the Owner's Representative in such re-bidding, re-negotiation, and re-design, as may be necessary to obtain price(s) within the approved Project Budget or price(s) acceptable to the Owner. The Owner will assist in re-design decisions. All re-design must be approved by the Owner and will be subject to additional fees paid to the Design Consultant.



- 3.6.9 Should the Design Consultant re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account.
- 3.6.10 The Design Consultant shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Owner's Representative will coordinate award(s) and Notice(s) to Proceed for the Owner.
- 3.7 Construction Phase.
- 3.7.1 The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Final Completion payment to the Contractor.
- 3.7.2 The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
- 3.7.3 The Design Consultant shall review and approve shop drawings, samples, and other submissions of Contractor(s) as well as the Work performed by the Contractor(s) for conformance with the design concept of the Project and for compliance with the Contract Documents. The review and return of submittals shall be accomplished by the Design Consultant within fourteen (14) calendar days from date of receipt except when otherwise authorized by the Owner's Representative.
- 3.7.4 The Design Consultant shall provide necessary Project drawings, in electronic format, to the electrical or data contractor for creation of data "as built" submittal and approval drawings, and to the general contractor for site layout/staking.
- 3.7.5 The Design Consultant shall develop procedures in the approved specifications to be followed for review and processing of all shop drawings, catalogue submissions, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.
- 3.7.6 The Design Consultant shall, when requested by the Owner's Representative, prepare Change Order documentation.
- 3.7.7 The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Contract Documents. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents. The Design Consultant's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.
- 3.7.8 Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.
- 3.7.9 The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise. All instructions to the Contractor(s) shall be issued by the Design Consultant except when is directed otherwise by the Owner's Representative.
- 3.7.10 The Design Consultant will have access to the Work at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.



- 3.7.11 The Design Consultant and its consultants (including, but not limited to, the civil, structural, roofing, mechanical and electrical disciplines) shall make such periodic visits to the Project site as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Design Consultant and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Design Consultant observes any work that does not conform to the Contract Documents, the Design Consultant shall immediately make an oral and written report of all such observations to the Owner's Representative. The Design Consultant shall provide full-time on-site observations through a Resident Project Representative (RPR) to check the quality or quantity of the Work. The RPR shall observe materials and finished workmanship, check all layouts of work, keep necessary or required records of inspection, review estimates for payment to contractors and make reports to the Project Manager or Design Consultant designee and provide liason between the Design Consultant and the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.
- 3.7.12 The RPR shall prepare a daily observation report for submittal to the Owner. The reports shall be submitted weekly via the Design Consultant to the Owner's Representative..
- 3.7.13 The Design Consultant shall immediately notify the contractor and Owner in writing if the Project falls more than 21 days behind schedule on any critical path activity. The Design Consultant shall immediately request a recovery plan from the contractor and make appropriate written recommendation to the Owner.
- 3.7.14 The Design Consultant shall render written field reports relating to the periodic visits and observations of the Project required by Subparagraph 3.7.12 within five (5) working days to the Owner's Representative in the form required by the Owner's Representative.
- 3.7.15 The Design Consultant shall hold construction progress meetings attended by the Owner's Representative and representatives of each Prime Contractor every month or more often as required by the project in critical phases. The Design Consultant shall render written minutes of this meeting within five (5) working days to all participants in a format acceptable to the Owner's Representative.
- 3.7.16 Based upon observations at the site and upon the Contractor's applications for payment, the Design Consultant shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement, and shall issue Certificates for Payment to the Owner in such amounts. The Design Consultant's signing of a Certificate of Payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. By signing a Certificate for Payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.
- 3.7.17 If, in accordance with its duty, the Design Consultant advises the Owner's Representative of non-conforming work as stated in subparagraph 3.7.13, the Design Consultant shall confirm



the non-conformance in writing to the Owner's Representative within two (2) days of observation.

- 3.7.18 The Design Consultant and the Owner's Representative jointly shall have authority to condemn or reject Work on behalf of the Owner when in the Owner's Representative's or the Design Consultant's opinion the Work does not conform to the Contract Documents. Whenever in the Owner's Representative's or the Design Consultant's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Owner's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.

3.8 Final Completion of Design Services Phase.

- 3.8.1 When the Contractor notifies the Design Consultant that the Work is substantially complete, the Design Consultant and its consultants shall inspect the Work and prepare and submit to the Owner's Representative punch lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Design Consultant shall transmit such punch lists to the Contractor(s). The Owner may request that the Design Consultant inspect and prepare a punch list on any portion of the Work.
- 3.8.2 The Design Consultant shall provide assistance in the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing.
- 3.8.3 Omitted
- 3.8.4 The Design Consultant shall review and approve the Contractor-furnished maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Construction Documents and forward all approved copies to the Owner's Representative for use by the Owner. In addition, the Design Consultant shall conduct such observations as necessary to ensure all material and equipment warranties are in compliance with applicable specifications.
- 3.8.5 The Design Consultant and its consultants shall conduct at least one (1) comprehensive Final Completion inspections per construction contract at the request of the Owner. If more than one (1) Final Completion inspections is required, through no fault of the Design Consultant, the additional inspections shall be deemed additional services.
- 3.8.6 The Design Consultant shall obtain from the Contractor(s) drawings, prints, and other data necessary for the accurate preparation of the record drawings.
- 3.8.7 The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages for each of the prime contractors, as may be applicable.
- 3.8.8 Upon correction of the deficiency reports (punch lists), and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Design Consultant shall review and approve the Application for Final Payment and forward it to the Owner for execution. In addition, the Design Consultant shall certify in writing that the work conforms to the contract documents.
- 3.8.9 The Design Consultant shall prepare a set of reproducible sealed Mylar record drawings and digital files, in .DWG or .DXF format on CD ROM, showing significant changes in the Work made during the construction process, based on marked-up contract drawings, prints, and other data furnished by the Contractor(s) and the applicable Addenda, Clarifications, and Change Orders which occurred during the Project.
- 3.8.10 Conduct and document the 12 month warranty inspection, approximately 50 weeks after the substantial completion date.



3.9 Design Consultant's Professional Responsibility and Standard of Care.

- 3.9.1 By execution of this Agreement, the Design Consultant warrants that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the Services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services on the Project), and that all drawings, specifications and other documents prepared by the Design Consultant shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such laws, rules and regulations.
- 3.9.2 The Design Consultant hereby represents and agrees that the drawings, specifications and other documents prepared by it pursuant to this Agreement shall be complete and functional, except as to any deficiencies which are due to causes beyond the control of the Design Consultant, and that the Project, if constructed in accordance with the drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility in accordance with the terms of this Agreement. Any suggestions, recommendations or review comments by the Owner shall not reduce or diminish the Design Consultant's responsibilities pursuant to this Agreement.
- 3.9.3 The Design Consultant shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. The Design Consultant will correct at no additional design cost to the Owner any and all errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant. The Design Consultant further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to the design or specified materials.
- 3.9.4 It is the responsibility of the Design Consultant to make certain that, at the time the project is bid, all drawings, specifications and other documents are in accordance with applicable laws, statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from federal, state and local governments.
- 3.9.5 It shall be the responsibility of the Design Consultant throughout the period of performance under this Agreement to exercise the abilities, skills and care customarily used by Design Consultants of the training and background needed to perform the services required under this Agreement who practice in the Town of Smithfield/Johnston County/State of North Carolina area or similar communities.

3.10 Project Requirements.

- 3.10.1 A component of the Project is the Project Budget. **The Project Budget for this Project is: To Be Determined** The Project budget for this Project, or designated portion thereof, may be modified in writing only in the form of a Change Order, executed by the Owner and Design Consultant. The Design Consultant shall prepare drawings, specifications and other documents necessary so that the engineer's opinion of construction costs, will be within the Project Budget
- 3.10.2 During all phases of the Project the Design Consultant shall prepare such estimates as it deems necessary, at no additional cost to the Owner, to assure itself that the estimated Project cost is within the Project Budget and shall supply such data, information or estimates as the Owner



may require to substantiate the Design Consultant's contention that the Project cost is within the Project Budget.

- 3.10.3 Incorporated herein and made a part of this Agreement by reference as Exhibit A is the Project Schedule for the Project which defines the sequence and timing of the design and construction activities. The Project Schedule is to be adhered to by the Design Consultant. No deviation from the Project Schedule shall be allowed without written approval the form of a Change Order executed by the Owner and Design Consultant. Should the Owner determine that the Design Consultant is behind schedule due to no fault of the Owner; the Design Consultant shall expedite and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the Owner.

3.11 Project Conferences.

- 3.11.1 Throughout all phases of the Project, the Design Consultant and its consultants shall meet periodically with the Owner when reasonably requested. Participants shall be as determined by the Owner. As a minimum, regularly scheduled meetings which the Design Consultant will attend include:

- A. Pre-design Project Analysis.
- B. Design Development review.
- C. 60% Construction Document review.
- D. Pre-bid conference.
- E. Pre-construction conference.
- F. Construction progress meetings on a monthly basis.
- G. Substantial Completion and Final Completion inspections for each construction contract.

- 3.11.2 The Design Consultant shall be responsible for scheduling and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.

- 3.11.3 The Design Consultant shall be responsible for preparing accurate and complete minutes of all Project conferences and distributing same to all participants.

3.12 Serving as Witness.

- 3.12.1 The Design Consultant shall provide testimony in public hearings, arbitration proceedings, and legal proceedings, and such testimony shall be provided as additional services, to the Owner.

3.13 Construction Warranty.

- 3.13.1 The Design Consultant and its consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies.

## ARTICLE 4 COMPENSATION

4.1 Basic Services Compensation.

The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

- 4.1.1 For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of One Million, Three Hundred Seventy Thousand Dollars (\$1,370,000). This represents the scope outlined herein including \$284,500 for full-time Construction Observation



for up to a 16-month construction period. This work will be on a lump sum basis except for the construction observation which will be billed on an hourly basis.

4.1.2 In the event the Owner requests changes to the Project or elects not to complete the work or any portion thereof, basic compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the work, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof.

4.1.3 The Basic Services Compensation stated in Paragraph 4.1.1 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

4.2 Payments to the Design Consultant.

Payments on account of the Design Consultant shall be made as follows:

4.2.1 Payments for Basic Services, including any design phase change orders, shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices and certifications that all sub-consultants have been paid, and other documentation as requested by the Owner. Invoices may be submitted monthly based on percentage of work complete.

4.2.2 No deductions shall be made from the Design Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.

4.2.3 Omitted

4.2.4 Payments due the Design Consultant under the Agreement shall bear interest at the legal rate commencing thirty (30) days after the date the billing is received by the Owner.

4.2.5 If the Project is suspended for more than six months or abandoned in whole or in part by the Owner, the Design Consultant shall be paid compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than twelve months, the Design Consultant's Basic Services Compensation shall be equitably adjusted.

4.3 Additional Services Compensation.

4.3.1 With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with Additional Services Compensation to be computed as follows:

4.3.2 In accordance with the attached Additional Services Fee Schedule. Payments for Additional Services of the Design Consultant shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.

4.4 Accounting Records.

4.4.1 Records of the Design Consultant with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.



- 4.4.2 At the request of the Owner or its authorized representative, the Design Consultant will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.

## **ARTICLE 5**

### **PERIOD OF SERVICE**

- 5.1 Unless earlier terminated as provided in Article 11 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility (Paragraph 3.2); Construction Warranty (Paragraph 3.6); Professional Liability coverage (Article 9); Indemnification (Article 10); and Ownership of Documents/Confidential Information (Article 13) shall remain in effect after termination of the other provisions of the Agreement.
- 5.2 If the Owner materially revises the Project, a reasonable time extension and/or credit shall be negotiated between the Design Consultant and the Owner.
- 5.3 Time is of the essence in this Agreement.

## **ARTICLE 6**

### **OWNER'S RESPONSIBILITIES**

- 6.1 The Owner shall provide full information regarding the requirements for the Project.
- 6.2 The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.
- 6.3 If required for this Project, the Owner shall furnish a certified land survey of the site, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.4 The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.5 The Owner shall pay for structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law that are not otherwise called for in this Agreement. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.6 The Owner shall furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the project and such auditing services as it may require to ascertain how, or for what purposes, the Contractor has used the moneys paid to it under the Construction Contract.



- 6.7 All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense and the Design Consultant shall be entitled to rely upon their accuracy and completeness.
- 6.8 The Owner shall furnish information and approvals required of it expeditiously, for orderly progress of the Work.
- 6.9 The Owner shall pay for and the Design Consultant shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

## **ARTICLE 7**

### **ADDITIONAL SERVICES**

- 7.1 If any of the following Additional Services are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized Additional Services. If authorized in advance, in writing by the Owner, the Design Consultant shall be paid for these Additional Services by the Owner pursuant to Article 4.3, to the extent they exceed the obligations of the Design Consultant under this Agreement. Additional Services may include:
  - 7.1.1 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project other than general planning and Master Planning for future work as indicated by the Preliminary Programming.
  - 7.1.2 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner.
  - 7.1.3 Preparing supporting data and other services in connection with an Owner-initiated change order if the Basic Compensation is not commensurate with the services required of the Design Consultant.
  - 7.1.4 Providing operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operations other than initial start-up, and coordinating with the Contractor(s) to provide in electronic format, as designated by the Owner's Representative, detailed product and warranty information for input to the Owner's Facility Management computer system.
  - 7.1.5 Providing soils sampling, classification and analysis; however, analysis of existing soils information and soils analysis during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered additional services.
  - 7.1.6 Providing professional services made necessary by the default of a Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract which the Design Consultant could not reasonably have prevented through inspection, observation or intervention.
  - 7.1.7 Providing surveying services such as platting; mapping; subdivision agreements or recording subdivision plats, not included in the Basic Services.
  - 7.1.8 Providing additional services prior to actual substantial completion of the Project made necessary by delays or defects in the work of the Contractor which the Design Consultant could not reasonably have prevented through inspection, observation or intervention which prolongs the Construction Contract time by more than 90 days.
  - 7.1.9 Providing services after payment by the Owner of the Final Payment to the Design Consultant other than services called for in the Basic Services.



- 7.1.10 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.

## **ARTICLE 8**

### **NOTICES**

- 8.1 Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner:                      Town of Smithfield  
                                        Attn: Public Utilities Department  
                                        320 Hospital Road  
                                        Smithfield, NC 27577

To Design Consultant:      The Wooten Company  
                                        120 North Boylan Avenue  
                                        Raleigh, NC 27603

## **ARTICLE 9**

### **INDEMNIFICATION**

- 9.1 Notwithstanding anything to the contrary contained herein, the Design Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Design Consultant's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the Design Consultant, anyone directly or indirectly employed by the Design Consultant or anyone for whose acts the Design Consultant may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 9.2 Except as otherwise set forth in this Agreement, the Design Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall not be liable to the Design Consultant for acts or failures to act by the Contractor.



## ARTICLE 10

### INSURANCE

#### 10.1 Insurance.

DESIGN CONSULTANT shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VI or higher from the A.M. Best Company or an equivalent rating service. All of the policies required of the DESIGN CONSULTANT shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the TOWN. DESIGN CONSULTANT shall advise the TOWN of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. All of the policies required of the DESIGN CONSULTANT shall be primary and the DESIGN CONSULTANT agrees that any insurance or self-funded liability programs maintained by the TOWN shall be non-contributing with respect to the DESIGN CONSULTANT's insurance.

#### **Commercial General Liability**

Shall be a limit of not less than **\$2,000,000** per occurrence and **\$5,000,000** aggregate. Coverage must be in a form providing coverage not less than the standard Insurance Services Office Form CG 00 01 and include products and completed operations, property damage, bodily injury, and personal & advertising injury. The products-completed operations coverage shall be provided for a minimum of six (6) years following final acceptance of the work.

#### **Commercial Automobile Liability**

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

#### **Worker's Compensation and Employers Liability**

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

#### **Professional Liability**

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

#### **Omitted**

#### **Limitation of Liability**

No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortious conduct (including negligence) or any other legal theory.

#### **"All Risk" Property (Design Consultant's Property)**

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



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

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

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

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

## **ARTICLE 11**

### **DISPUTE RESOLUTION PROCEDURE**

- 11.1 To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Town and the Design Consultant, arising from this Agreement or the construction process, shall be sent to the Town of Smithfield Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the Town Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the Design Consultant in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this Section, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. The costs of the mediation shall be divided equally between the parties to the dispute.
- 11.2 The mediation session shall be private and shall be held in Johnston County, North Carolina. Mediation under this Article 11 shall not be the cause for a delay of the Project which is the focus of the dispute.
- 11.3 If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Johnston and the State of North Carolina. If a party fails to comply in strict accordance with the



requirements of this Article, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

## **ARTICLE 12**

### **TERMINATION OF AGREEMENT**

- 12.1 If: (a) the Owner abandons the Project or the Project is stopped for more than six (6) months due to actions taken by the Owner, or under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable through no act or fault of the Design Consultant or its agents or employees, or (b) the Owner has failed to substantially perform in accordance with the provisions of this Agreement due to no fault of the Design Consultant and such non-performance continues without cure for a period of thirty (30) days after the Owner receives from the Design Consultant a written notice of such non-performance (including a detailed explanation of the actions of the Owner required for cure), the Design Consultant may, upon fifteen (15) days' additional written notice to the Owner, terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, and recover from the Owner payment for all services performed to the date of the notice terminating this Agreement.
- 12.2 Upon the appointment of a receiver for the Design Consultant, or if the Design Consultant makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) days written notice to the Design Consultant. If an order for relief is entered under the bankruptcy code with respect to the Design Consultant, the Owner may terminate this Agreement by giving three (3) days written notice to the Design Consultant unless the Design Consultant or the trustee: (a) promptly cures all breaches; (b) provides adequate assurances of future performance; (c) compensates the Owner for actual pecuniary loss resulting from such breaches; and (d) assumes the obligations of the Design Consultant within the statutory time limits.
- 12.3 If the Design Consultant persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply sufficient properly skilled staff or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise substantially violates or breaches any term or provision of this Agreement, then the Owner may, without prejudice to any right or remedy otherwise available to the Owner, and after giving the Design Consultant seven (7) days written notice, terminate this Agreement.
- 12.4 Upon termination of this Agreement by the Owner under Paragraph 11.2 and 11.3 the Owner shall be entitled to furnish or have furnished the Services to be performed hereunder by the Design Consultant by whatever method the Owner may deem expedient. Also, in such cases, the Design Consultant shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Design Consultant under this Agreement shall be the amount which is equitable under the circumstances. If the Owner and the Design Consultant are unable to agree on the amount to be paid under the foregoing sentence, the Owner shall fix an amount, if any, which it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly.
- 12.5 The Owner may, upon thirty (30) days written notice to the Design Consultant, terminate this Agreement, in whole or in part, at any time for the convenience of the Owner, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Design Consultant shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Design Consultant's



sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Design Consultant shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.

- 12.6 Should the Owner terminate this agreement as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files related to the project.

### **ARTICLE 13**

#### **SUCCESSORS/ASSIGNMENT**

- 13.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design Consultant.
- 13.2 The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

### **ARTICLE 14**

#### **OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION**

- 14.1 Drawings and Specifications as instruments of service are and shall remain the joint property of the Design Consultant and the Owner whether the Project for which they are made is built or not. Said documents and design concept are not to be used by the Design Consultant on other projects. The Owner shall retain reproducible copies of Drawings and Specifications for information and reference and use in connection with the Owner's use and occupancy of the Project and for the Owner's future requirements of the Project's facilities including without limitation any alteration or expansion in any manner the Owner deems appropriate without additional compensation to the Design Consultant. The use of the Design and Specifications, by any person or entity, for the purpose other than the Project as set forth herein, shall be at the full risk of such person or entity and the Design Consultant shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use.
- 14.2 In order for the Design Consultant to fulfill this Agreement effectively, it may be necessary or desirable for the Owner to disclose to the Design Consultant confidential and proprietary information and trade secrets pertaining to the Owner's past, present and future activities. The Design Consultant hereby agrees to treat any and all information gained by it as a result of the Services performed hereunder as strictly confidential. The Design Consultant further agrees that it will not disclose during the period of this Agreement or thereafter to anyone outside of the authorized Project team (1) Owner's trade secrets or (2) Owner's confidential and proprietary information.



## ARTICLE 15

### ADDITIONAL PROVISIONS

- 15.1 The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof.
- 15.2 Nothing herein contained shall be construed to require the parties to provide written notifications or engage in negotiations prior to the institution of litigation nor to submit for alternative dispute resolution by a third party or parties any such claim, dispute or other matter in question between the parties.
- 15.3 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for architectural and other services shall be given to the Design Consultant and Owner respectively.
- 15.4 The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.
- 15.5 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.
- 15.6 This Agreement shall be governed by the laws of the State of North Carolina, U.S.A. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Johnston and the State of North Carolina.
- 15.7 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.8 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 15.9 The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 15.10 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 15.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.
- 15.12 E-Verify. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Design Consultant provides the services to the County utilizing a subcontractor, the Design Consultant shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. The Design Consultant shall verify, by affidavit, compliance of the terms of this section upon request by the TOWN.



In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement and further acknowledges the execution of this agreement the day and year first written above.

This Agreement executed the day and year first written above.

**OWNER: TOWN OF SMITHFIELD**

By: \_\_\_\_\_  
Town Manager, Town of Smithfield

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

\_\_\_\_\_  
**Greg Siler, Smithfield Chief Financial Officer**

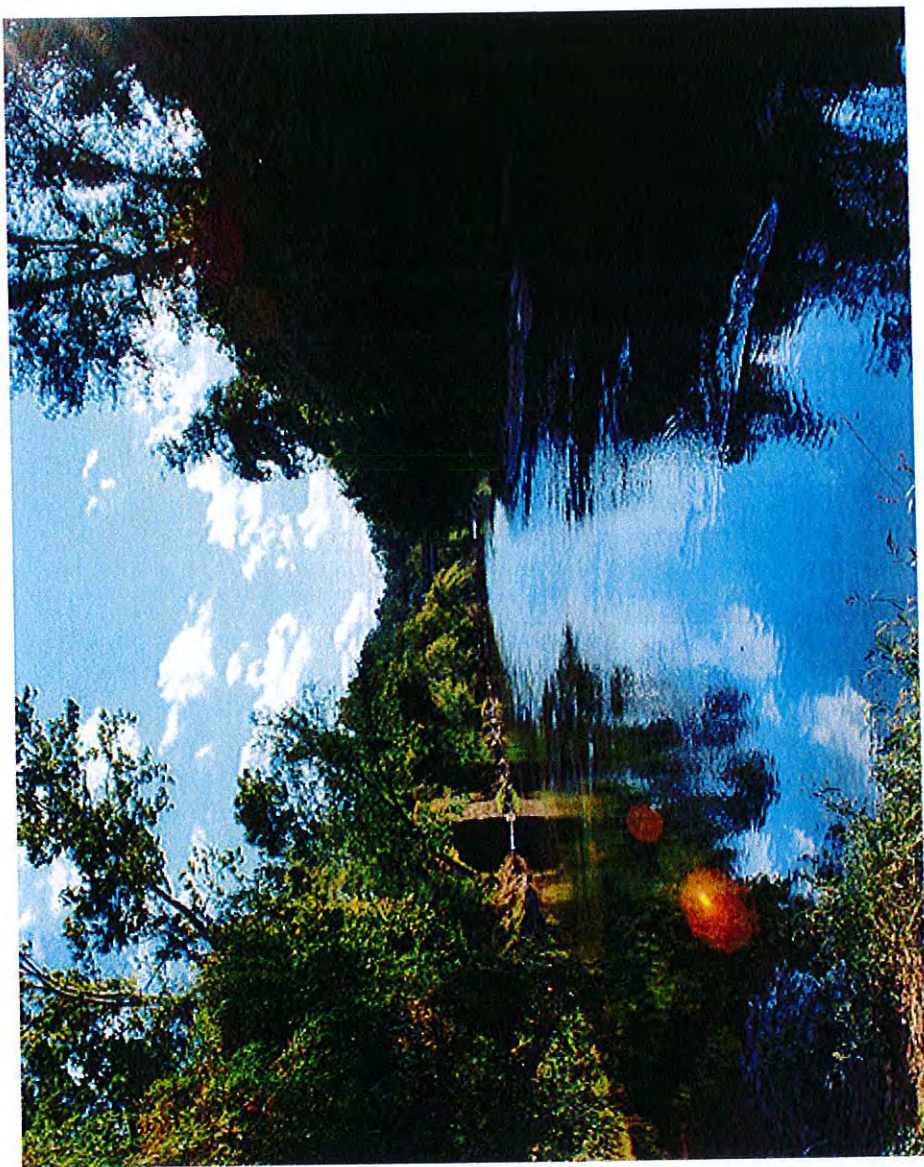
**DESIGN CONSULTANT: THE WOOTEN COMPANY**

By: \_\_\_\_\_  
Principal/Owner

Attest: \_\_\_\_\_







# CARING FOR CAPACITY: LOOKING OUT FOR THE FUTURE

A PROPOSAL FOR THE WATER PLANT EXPANSION FOR THE TOWN OF SMITHFIELD



## RE: FULFILLING THE NEED

Dear Mr. Credle:



**BRIAN JOHNSON,**  
**PE, LEED AP**  
PRINCIPAL-IN-CHARGE  
The Wooten Company  
120 N. Boylan Ave.  
Raleigh, NC 27603  
p: 919.828.0531  
f: 919.834.3589  
thewootencompany.com

For more than 80 years The Wooten Company has dedicated itself to ensuring that communities like the Town of Smithfield receive the best engineering consultation services possible. With the mission of supporting the health and welfare of the families that call Smithfield 'Home,' our staff understand the importance of the trust that you place in them with these critical infrastructure investments. We have strived to listen and continue earning this trust, and have enjoyed working with you, Dale Boyette and the other treatment plant staff to meet the Town's water needs. It is with this trust in mind that we are pleased to submit our qualifications for the expansion of the water treatment plant to put the Town in a strong capacity standing for many years to come. We hope that the following proposal highlights both our understanding of the project and our team's specialization to complete it, but we feel that there are a few points which stand out above the rest:

- We have been performing engineering work with the Town of Smithfield for many decades and in the last five years have been working closely with water treatment plant staff
- We are familiar with the design and operation of the water treatment plant
- We respect the forward thinking of the water treatment plant staff and share a common dedication to that approach
- We have the experience to navigate North Carolina Department of Infrastructure funding program approval
- We can move quickly into the project and will not need to invest valuable time "getting up to speed"

Our collaborative efforts over the past five years have helped improve the quality of the finished water and enhanced operation of the plant. Through these recent studies, modeling, and engineering projects we have gained an intimate understanding of this particular water treatment plant, and have built a strong relationship with its staff. We know that this staff has made great strides in optimizing the operation of the plant and that they have ideas to share on this upgrade and we are ready to listen. We believe our familiarity with Smithfield's infrastructure and staff puts us in an ideal position to provide the necessary engineering services on this project.

We are looking forward to the opportunity to continue our successful partnership with the Town of Smithfield on this very important project, and ask that as you review our qualifications to please let us know if you have any questions or need anything additional.

Simply,

THE WOOTEN COMPANY

Brian Johnson, PE, LEED AP  
Principal | Director of Civil/Environmental Engineering  
bjohnson@thewootencompany.com



## CAPACITY IS THE KEY

The Smithfield Water Treatment Plant (WTP) provides water to the Town of Smithfield and, through a water purchase agreement, to Johnston County. Johnston County has purchased water on a long term basis from Smithfield and, in response to current impending needs of the County, recently entered into a new 2017 purchase agreement with the Town. This agreement calls for an immediate supply of 2.5 million gallons per day (MGD) of potable water and an additional 1.0 MGD supply by 2019 (total of 3.5 MGD). Johnston County is growing rapidly and is looking for increased water supplies from multiple sources, including Smithfield.

The Smithfield WTP has a current treatment capacity of 6.2 MGD. Over 2015 and 2016, the plant produced an average of 3.2 MGD and a maximum daily volume of 4.3 MGD. Under the new agreement, by 2019 the plant will need to be capable of producing an additional 1.5 MGD (a maximum daily production of 5.8 MGD) just to cover the County's needs. Therefore, one of the purposes of this project is to expand the existing Smithfield WTP in order to meet near term water treatment capacity requirements.

The project will also address long term projected water demand. Based on a population growth of 1.24% in Smithfield (North Carolina Office of Management and Budget) the capacity need for the plant in 20 years will be 3.2 MGD. Considering population growth in the Town, as well as industrial site development requests of 0.19 MGD, and Johnston County's need of 3.5 MGD, the future 20-year treatment capacity requirement for the WTP is 6.88 MGD (3.2 MGD + 0.19 MGD + 3.5 MGD). Johnston County has also indicated an interest in purchase of an additional 1.0 MGD sometime in the next 15 years, increasing the overall demand to 7.88 MGD.

Expanding the Smithfield WTP to 8.3 MGD will provide capacity for current needs while also proactively preparing for future demands. This project will provide the Town of Smithfield the means to accommodate growth and provide water to its customers for a long time into the future.

## THIS IS A PIVOTAL EXPANSION

This expansion will likely be the last at the WTP site for two reasons: First, the expansion will "tap out" the allowable water volume that can be withdrawn from the Neuse River. Second, after this expansion, space at the site will not be sufficient for any further treatment volume capacity increase. As such, we are committed to working with the Town to maximize the utilization of the existing space.

## STREAMLINING THE PROJECT

As part of on-going work for the Town, The Wooten Company has already performed an in-depth evaluation of alternatives for expansion, including innovative technologies. We have worked closely with plant staff to identify needs for expansion, and a draft preliminary engineering report is 90% complete and ready to be finalized. We are prepared to "hit the ground running" as we are familiar with both the WTP and the particulars of this project, and our schedule and approach reflects the streamlining we can offer due to this understanding.





## WORKING WITH JOHNSTON COUNTY

The Town and Johnston County are partners in water supply and share a "joint" intake in terms of water withdrawal from the Neuse River. These are issues familiar to us, and we are well-prepared to assist the Town in its current negotiations with the County. This background includes the most recent "win-win" proposal worked out with Johnston County and submitted to the Water Planning Section of NCDEQ regarding staying at or under the 20% 7Q10 threshold value.

## WOOTEN IS PREPARED TO HIT THE GROUND RUNNING AS WE ARE INTIMATELY FAMILIAR WITH THE WATER TREATMENT PLANT.

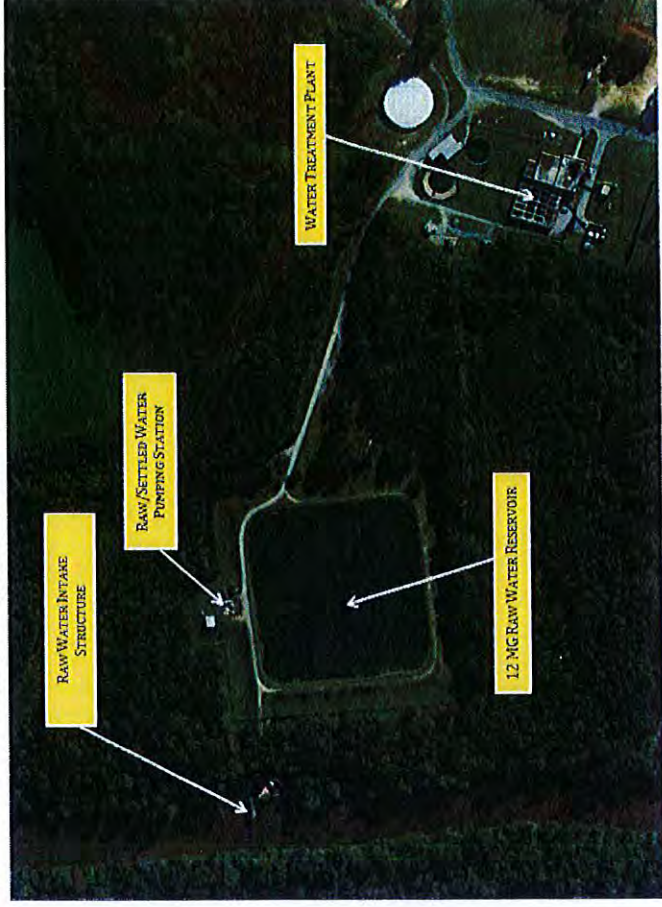
During the most recent water distribution system modeling study for the Town we met with the primary stakeholders in Johnston County. This process is a familiar one for The Wooten Company as we have facilitated multiple projects requiring cooperation between local governments to reach a common goal. The Martin County Regional Water and Sewer Authority project that we have highlighted in our similar work section is an example where Wooten facilitated such cooperation.

## REMAINING FLEXIBLE AS THE PROJECT PROCEEDS

The Town's Drinking Water SRF application outlined the proposed changes at the WTP for the required capacity increase. With that said, flexibility is still necessary as we move forward in the project from this starting point. During the engineering evaluation of alternatives for expansion we did consider non-conventional "innovative" approaches. Although addition of a conventional 4th train still appears to be most favorable choice for the expansion, other options can still be considered as desired by the Town - We understand that as projects proceed, priorities can shift. Although the DWSRF application envisioned one project, phasing could be considered if it becomes the best interest of the Town. Municipalities the size of Smithfield often face limited resources that require their consultants to be adaptable and creative, but as a firm founded and built to support exactly these types of communities, this is where The Wooten Company thrives.

## FUNDING THE PROJECT

In September 2017, our team assisted in submitting a Drinking Water State Revolving Fund (DWSRF)/State Bond joint application of \$12.05 million dollars (M) for the WTP expansion to the North Carolina Division of Water Infrastructure (DWI). Johnston County is contributing approximately \$3.25M as part of the recent 2017 Bulk Water Agreement. Thus the total project cost budget is ~\$15.3M. On February 15, 2018, DWI posted the projects they will recommend for funding to the State Water Infrastructure Authority (SWIA). This posting indicates that the WTP expansion project is being recommended to receive \$12.05M of funding through the State Reserve program. Final approval of funding is expected at the next SWIA meeting on February 28, 2018.





## AN OVERVIEW OF THE PROJECT APPROACH

The ultimate goal of this Project Approach is to plan for and communicate the steps necessary to arrive at construction and operation of an expanded Smithfield WTP. As indicated earlier, it is anticipated that this project will be funded by DWI through the State Reserve Funding program. There are two major tasks to be accomplished in order to bid and construct the WTP expansion:

- Submittal and approval of the Engineering Report document; and
- Submittal and approval of the Design Plans and Specifications

Typically, the above steps are done in sequence where the Engineering Report (ER) is approved first and then the design plans and specifications approved next. However, we propose that the two tasks be performed simultaneously so we get regulatory approval for both parts near the same date. This strategy will help shorten the overall project schedule.

The fact that the project is funded by the State Reserve program is advantageous in that an Environmental Information Document (EID) is not needed as it would be in the federal DWSRF program. This should serve to reduce the time needed for regulatory approvals from DWI as well.

## THE ENGINEERING REPORT

The ER document includes the need for the project, the condition of the WTP, the future water demands, alternatives to meet that demand, a selected alternative, and a project cost and financial section. In essence, this document justifies the funding of project, and once completed the ER is submitted to Division of Water Infrastructure (DWI). DWI will have an in-house engineer review the report and provide comments. Our team will then respond to these comments to get final approval.

### "THE WOOTEN COMPANY HAS ALREADY PERFORMED A DETAILED ENGINEERING EVALUATION FOR THE PLANT EXPANSION AND THIS WILL SPEED UP THE ENGINEERING REPORT COMPLETION."

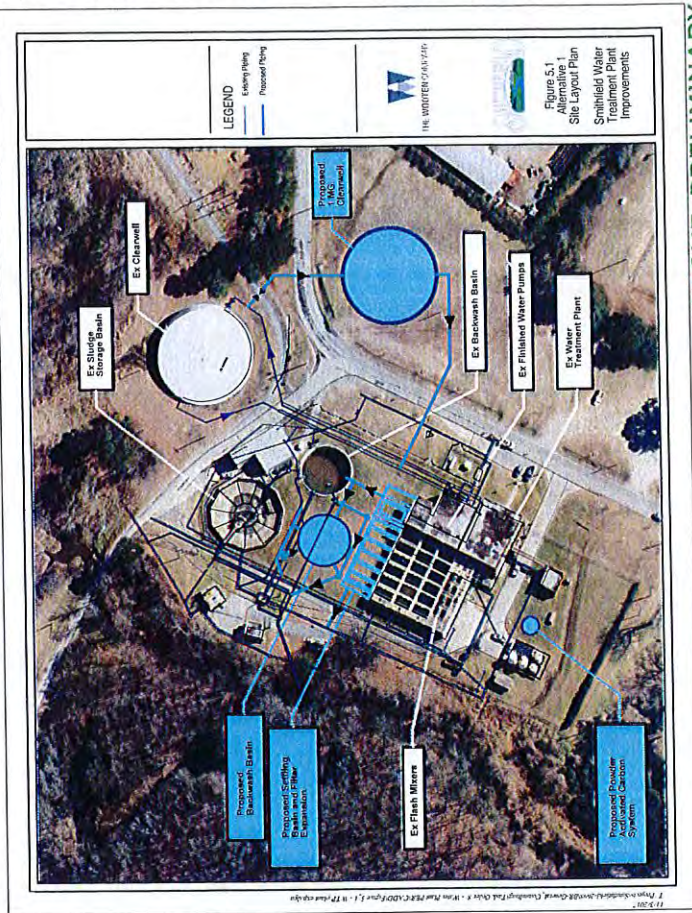
The Wooten Company has already performed a detailed engineering evaluation for the plant expansion and this will speed up the ER completion. We have already completed approximately 90% of the report write-up already including: 1) an evaluation of existing conditions for the river, raw water pumping, and WTP, 2) water demand projections, 3) individual process unit capacity needs for future flows, 4) alternative development, 5) alternative cost and non-cost comparison, and 6) a recommended alternative.

We waited on completion of the report in order to include the funding and financial aspects after a determination was made on the fall funding application (funding now only needs to be verified at the SWIA February 28th meeting).



The Wooten Company has evaluated the following alternatives thus far as part of the detailed engineering evaluation:

- **ALTERNATIVE 1:** Conventional Treatment Plant Expansion: Alternative 1 would consist of adding new raw, settled, and finished water pumps, new flash mixer equipment, a fourth conventional sedimentation basin and filter, new (1 million gallon) clearwell, adding a second backwash tank, adding a second sludge press, and a new upsized generator.
- **ALTERNATIVE 2:** This alternative would include the same items as Alternative 1 except that the conventional sedimentation basin would be replaced by a circular contact clarifier instead (WesTech type). The solids contact clarifier is different than a conventional sedimentation basin in that the settled solids are recirculated in an inverted cone section in the center of the clarifier by a draft tube mixer. Influent to the clarifier is introduced into the cone section as well and the recirculated sludge helps in the floc formation to promote VOC settling in a smaller area than a conventional sedimentation basin. Typically, chemicals are also fed at the clarifier location and rapid mix and flocculation is part of the contact clarifier process. Sludge produced is removed from the bottom of the contact clarifier via gravity discharge using a motorized open-close valve and timer control or by sludge pumping. Due to hydraulic loss through the process unit, it would be necessary to install an axial flow pump to lift the water to the inlet of the unit at the Smithfield WTP.
- **ALTERNATIVE 3:** Alternative 3 would be the same as Alternative 1, except a new Superpulsator System unit would be used for settling and removal of sludge instead of a conventional sedimentation basin. The Superpulsator system uses 1) a pulsating action to help with the coagulation and compaction of solids and 2) inclined settling plates to allow use of a smaller settling tank versus conventional sedimentation. A vacuum pump is used to create the pulsing action. Typically, mixing and chemical feed chambers are ahead of the Superpulsator tank. However, at the Smithfield WTP, rapid mix and flocculation is already provided so that rapid mix is not necessarily needed for the Superpulsator system in this application. However, the mixing chamber would still be provided as a precautionary measure to be used as necessary. Due to hydraulic loss through the process unit, it would be necessary to install an axial flow pump to lift the water to the inlet of the unit at the Smithfield WTP.



ABOVE: PRELIMINARY  
ALTERNATIVE 1 SITE  
LAYOUT



The above three alternatives were evaluated on a cost and non-monetary basis. Costs were similar (no clear advantage to “innovative” technologies) and Alternatives 2 and 3 presented complications in breakup of particle floc due to pumping, flow splitting difficulties, monitoring and operation of two different types of processes, and having a different operating elevation for the new process unit. Based on those factors, Alternative 1 is the preferred alternative and formed the basis for the funding application.

The following are the major elements of the proposed expanded WTP:

1. **New Raw and Settled Water Pumps:** The current raw and settled water pumps are originals from the 1970 construction making them >40 years old. These pumps need to be replaced and increased in capacity to meet the new 8.3 MGD pumping capacity. The existing pumps have historically needed frequent repair and maintenance and replacement will not only provide additional capacity but also provide more reliable service.

2. **5 MGD Raw Water Reservoir Addition:** A typical design standard for raw water reservoirs is to provide water for at least two days of WTP operation. The current reservoir would be expanded by adding a 5 MGD cell to the side of the existing 12 MGD reservoir to provide 17 MGD (the two day capacity after expansion would be 16.6 MGD).

3. **New Flash Mixer:** The existing impeller shaft has repeatedly loosened from the gear reducer and fallen into the basin. The project will replace the flash mixer with a new larger horsepower unit to provide reliable service.

4. **Add Fourth Sedimentation Basin, Filter and Filter Building:** A conventional sedimentation basin and dual media filter would be constructed adjacent to the existing third train to provide sedimentation and filtration capacity. The new sedimentation basin would be 10 feet wider to meet Public Water Supply requirements. The new filter would also be 10 feet wider than the other three existing filters to provide additional filter capacity. Preliminary dimensions for the new filter building are 38 feet long by 36 feet wide. The building addition would be a two story brick building. The building would house the new filter and associated operating and piping gallery adjacent to the filter.

5. **Add 1 MG Clearwell Tank:** It is good engineering practice to provide finished water storage (clearwell storage) equal to approximately 20% of the WTP capacity. There is currently one 1-MG clearwell tank at the WTP. For the expanded capacity of 8.3 MGD a minimum total of 1.66 MG would be required. In this project a second new 1-MG clearwell tank would be added. This provides not only the additional storage, but also allows one tank to be taken out of service for cleaning/ painting/repair. To keep the same water level height as the existing tank, the new tank would be primarily below ground. Hurricane Matthew (October 2016) nearly submerged the existing ground tank, thus a berm may be necessary around part of the new tank. New 36-inch piping and valves would be needed to connect the new tank to the existing tank and to the WTP.

## BASED ON THE EVALUATIONS PERFORMED, ALTERNATIVE 1 IS THE PREFERRED ALTERNATIVE, AND FORMED THE BASIS FOR THE FUNDING APPLICATION.

6. **Add Second Backwash Tank:** This tank is necessary to accommodate extra backwash cycles at the new WTP treatment capacity. This tank would have a total volume capacity of 307,000 gallons and backwash working volume of 85,000 gallons to match the existing tank volume.



**7. Add Second Sludge Dewatering Screw:** A second dewatering screw would be added in order to process additional sludge produced at the higher capacity. This provides not only the additional sludge processing capacity, but also allows one unit to be taken out of service for servicing/repair. The capacity of this second screw would be 60 gpm and 560 dry pounds/hour.

**8. Two New Finished Water Pumps:** Two of the three existing finished water pumps would be replaced to provide additional capacity (3,200 gpm or 4.6 MGD) each. These two pumps are originals from the 1970 construction making them >40 years old. Thus, replacement will not only provide additional capacity but also provide more reliable service. Variable Frequency Drives (VFDs) would be provided with the new pumps as the existing third pump currently has a VFD.

**9. New WTP emergency generator:** A new emergency generator would be added to provide for additional power needs with the plant expansion.

**10. New PAC Feed System:** The current system is not operational and a new powder activated carbon (PAC) slurry system would be installed. This PAC unit will be a packaged silo type and be sized to provide a dose of 5 to 15 mg/L PAC to the raw water. The PAC unit is being installed to help lower Total Trihalomethanes (TTHMs) that have historically been high at the WTP and in the distribution system.

**11. Filter Air Scour:** The water scour arms currently used in the filter to clean the filters are buried in the anthracite and are not functioning. The water scour will be replaced at the existing filters with an air scour and air scour added to the fourth new filter. Air scour will improve backwash efficiency by removing more solids and thus extend the time between backwash cycles.

**12. Sedimentation basin sludge collectors:** Bottom sludge collecting equipment would be added to each of the existing sedimentation basins and the new fourth basin. The sludge from the existing basins collects at the bottom and is batch dumped by taking one basin out of service every two to three and performing a draining and cleaning (with hoses). This procedure requires basin shutdown and batch dumping of sludge in a short period to the sludge storage tank. Addition of the bottom collectors would allow continual steady sludge removal and reduce basin shutdowns to once or twice per year. The steadier removal rate also allows a more steady operation of the sludge holding tank and dewatering equipment.

As part of our alternatives evaluation we did consider the idea of adding inclined plates to the existing sedimentation basins and re-rating the three existing filters for a higher flow. However, that option would not be approved by Pubic Water Supply and does not offer as much flexibility in shutting down one sedimentation unit and filter. We are also aware that the Actiflow process is another possible technology to replace a sedimentation basin. This technology includes a chemical addition, a particle coagulation, and a settling step and the option to add PAC. This could be evaluated in further detail as part of the ER if desired, although it is likely that this technology will have the same operational disadvantages as Alternatives 2 and 3.

We understand that the WTP staff desires to consider other changes at the WTP such as additional liquid sludge holding volume, a potential upgrade to the chlorine dioxide system, and movement of the ammonia feed point. We can work with the staff to prioritize items for inclusion in the project as we proceed. It is essential that we remain flexible to respond to Town preferences.



## WITHDRAWAL FROM THE NEUSE RIVER

The approval process for the water withdrawal depends on the type of funding acquired. Approval of the river withdrawal volume by the Water Planning Section (WPS) is needed in any funding scenario as Public Water Supply (PWS) will only approve WTP expansion plans and specification and issue an Authorization to Proceed (ATC) with an approval letter from WPS. The Division of Water Infrastructure (DWI) will also only approve funding with the approval letter from WPS. The type of environmental review is dependent on whether federal funding is used as follows:

- **Federally funded (Drinking Water SRF):** a "NEPA – like" review and approval is needed requiring an Environmental Information Document (EID) and a Finding of No Significant Impact (FONSI). This FONSI process is conducted by the State and carried out by DWI. Under this process, WPS will review the EID documentation and provide a letter to DWI and PWS indicating that the river withdrawal is acceptable. This will allow approval of the project by DWI and PWS.
- **State Reserve and/or local funding:** No EID required, however the WSP will still need documentation from the Town regarding the river withdrawal and will still send a letter to PWS and DWI that the withdrawal is acceptable.

There is no specific guidance document on the methodology WPS must use to determine that water withdrawals are acceptable. The State of North Carolina does not have statutory law for issuing river withdrawal permits. In the past, the state SEPA process was used by WPS as an approval mechanism. As mentioned above, in cases where an EID is required, the information in the EID is sufficient. Without an EID, WPS needs to see that:

1. The proposed withdraw will not impact the source flow (either that the proposed withdraw does not exceed 20% of the 7Q10 or, if it does, an instream flow study shows the total withdraw is ecologically sustainable).

2. A water shortage response plan has been established.

This project is to be funded by the State Reserve Program and thus an EID is not necessary. In January 2018, the Town and Johnston County met with WPS representatives and have a devised a 'win-win' river withdrawal proposal. This strategy includes a river water balance where not only is withdrawal accounted for, but discharge from the WTP back to the river is included. By using this strategy, the net withdrawal is at 20% of the 7Q10 value as shown on the following pages.

**WE WILL WORK TO PRIORITIZE ITEMS FOR INCLUSION IN THE PROJECT AS WE PROCEED. REMAINING FLEXIBLE IS ESSENTIAL TO RESPOND TO TOWN PREFERENCES.**





PROPOSED RIVER WITHDRAWAL VOLUMES (UNDER REVIEW BY WPS)

	TOWN OF SMITHFIELD	JOHNSTON COUNTY	TOTAL COMBINED
Existing Withdraw	6.2 MGD	12.0 MGD	18.2 MGD
Proposed Withdraw	2.1 MGD	5.0 MGD	7.1 MGD
Total Withdraw	8.3 MGD	17 MGD	25.3 MGD
Discharge to River	0.3 MGD	0.9 MGD	1.2 MGD
Addition Discharge	0.1 MGD	0.6 MGD	0.7 MGD
Total Return	0.4 MGD	1.5 MGD	1.9 MGD
Net Withdrawal	8.3 - 0.4 = 7.9 MGD	17 - 1.5 = 15.5 MGD	23.4 MGD
Neuse River 7Q10			23.4 MGD

Harold Brady, of WPS, has indicated that they are conceptually receptive to the proposed accounting listed above and is working on a letter detailing how the Town and Johnston County are to calculate the flow numbers going forward. He will be sending that letter to out to the Town and Johnston County in early March. This letter will form the basis for the river withdrawal approval that can be used to gain approval of the project from DWI and PWS. Therefore, it appears that a workable solution has been determined for the river withdrawal so that the Smithfield WTP expansion project can move forward expeditiously. If the Town does not currently have a water shortage response plan, a plan document may be required as part of the WPS letter.



## CONSTRUCTION IN THE FLOODPLAIN

The expansion of the existing raw water reservoir is included in the project to provide additional raw water storage for the expanded WTP capacity. The existing reservoir is in the Neuse River floodplain and adjacent to (but not in) the floodway of the Neuse River and Buffalo Creek. Expansion will require placement of fill in a FEMA regulated floodplain which will at a minimum require permitting from the Town of Smithfield. The expanded portion will be in the floodplain, but close to the floodways. In accordance with Federal Emergency Management Agency (FEMA) requirements, a "no-rise" or "no-impact" certification will be required for the expansion since there are insurable structures located within the floodplain. Subconsulting engineer, the Sungate Design Group, will complete this work.

## TOTAL TRIHALOMETHANES (TTHMs) CONTROL

The Smithfield distribution system not only needs to meet normal TTHM compliance standards in the water distribution system, but also has a lower limit to meet in order to sell water to Johnston County. In the agreement with Johnston County, TTHMs in purchased water must be below 90% of the EPA maximum containment limit of 0.08 mg/L (i.e. meet 0.072 mg/L or 72 µg/L). In the summer of 2013, there was a four month period during which Johnston County would not buy water due to exceedances of TTHMs. In 2016, values at some water distribution system sites were at or exceeding the threshold.

The Wooten Company assisted the Town in 2013 by conducting jar testing at the WTP to determine optimal doses of alum, caustic, and powdered activated carbon (PAC). Optimized alum dosing was implemented, however the PAC feed system was not operational. In April 2016, we assisted the Town in the design and installation of a low cost chlorine dioxide system. The Town also purchased TTHM and Total Organic Carbon (TOC) analyzers to better track and anticipate the TTHM system. Through monitoring efforts, WTP staff has found that the chlorine dioxide feed is helping, but that TTHMs are still being formed in the Clearwell with chlorine addition after the filters.

The WTP expansion project includes installation of sedimentation basin bottom sludge. The sludge bottom collectors will result in more timely and efficient removal of settled sludge from the sedimentation basins. This should prevent anaerobic sludge conditions (i.e. black sludge) that can release TOC back in the water with subsequent reaction with chlorine to form TTHMs. Bottom sludge collectors automatically remove sludge on a frequent timed basis (typically several hours per day) to prevent anaerobic conditions and TOC release.

A new PAC storage and feed system will be used to feed PAC to reduce TTHMs and can be used on a seasonal basis. Past jar testing has indicated that a PAC dose of 5 to 15 mg/L can help remove TOC in the sedimentation basins, a precursor to TTHM formation.

The Town currently uses chloramines to aid in prevention of TTHM formation in the distribution system (after the WTP). The WTP Operator in Responsible Charge (ORC) is pursuing moving the ammonia injection feed point from after the Clearwell to before the Clearwell to reduce TTHM formation. Our team reviewed the CT calculations prior to presenting this idea to the State regulators, and it appears that this option can be approved by the State. During design, we anticipate working with the ORC on the feed point location change.





We are also aware that Granular Activated Carbon (GAC) media tanks are another technology that can remove TOC and help with THMM minimization (as well as other "exotic" organics). However, the use of PAC on a seasonal basis is more economical for Smithfield for TOC removal than use of GAC tanks. During the design process, Wooten and the Town can consider together ways to install GAC at a future date, if warranted (for instance if there are future regulated hard to treat organics in the source water).

### UNIQUE SITE WORK

The WTP expansion project will include a few non-standard site construction items. In order to build the raw water reservoir expansion and to enhance security at the WTP, the existing Smithfield Neuse Riverwalk multi use path needs to be rerouted around the WTP (versus traversing on WTP property). Due to the heavy equipment traffic expected for the project, the narrow width of the road, and construction on both sides of the road, it will be advantageous to close a portion of Second Street/Hospital Road in front of the WTP. Once the construction is finished, it may be advantageous to have the road closed permanently or at a minimum re-build the affected section to current Town road standards. Our team includes Lester Lowe, PE a seasoned veteran in civil site design, including work with greenway and public/ private street design, and we stand ready to assist the Town in these unique site aspects of the project.

### MANAGING THE SCHEDULE

Schedule management is a key consideration for any project, and we have prepared a fairly aggressive project schedule included later in the proposal. As highlighted throughout this document, we are positioned to commence completion of the Engineering Report and initiate the design phase early in the project timeline. In order to keep our task items "on-track" and "on-time", we focus on three key elements for schedule management: Teamwork, Open Communication, and Leadership.

Our projects cannot succeed without all three of these elements. We hold weekly internal design team meetings that facilitate coordination of all disciplines on the team. Everyone knows their particular role in the project and executes their tasks accordingly. When issues arise, the team can quickly come to a resolution, drawing on the expertise of the individual members. Our internal project meetings are very beneficial to make sure if information is needed from another team member, it is obtained in a timely manner, so that elements will not be overlooked or forgotten about. We have also included design meetings with Smithfield staff so that we can gain valuable feedback and involve the staff. In this way, what is designed is also operator friendly. We will keep ourselves available to staff as design ideas and questions arise.

The project team assembled has experience working together and we communicate clearly and efficiently. Each team member takes responsibility and becomes invested in the project, such that the project success translates to personal success, not the other way around. Our approach is to foster collaboration, prepare schedules that are understandable and achievable, and establish task items and deliverables which are clear and concise.

Tasks will be tracked regularly by Charlie Davis, Project Manager, who has the ability to move resources and has access to a deep bench within the overall company in order to meet specific needs of the project. Consistent follow-up with the team and the Town to check and communicate progress is important in meeting the milestones. The project manager will not wait until the "eleventh hour" to confirm that his expectations regarding the schedule are on target.



A fundamental example of the above schedule management approach was demonstrated in the Reverse Osmosis Water Treatment Plant project highlighted in the experience section. Successful design, specification preparation, permitting, and bidding for five contracts within a 10-month period was achieved through teamwork, open communication and leadership.

### PLANNING FOR FINANCIALS

In 2016, Wooten assisted the Town in a User Rate Study. The Town acted upon the recommendation of this study and has increased the water user rates accordingly to help pay for this project. Johnston County has already increased its demand on the WTP which should also help increase revenue generation. As Wooten assisted in the user rate state, we are poised to help the Town in financing options, if desired. As part of the ER, a basic financial evaluation detailing the effect of the project cost on water user rates will be required. This is the one section of the ER that has yet to be completed.

### SUMMARY

Our project approach is tailored to expedite the project and take into account Town input. The ER steps can be summarized as follows:

- Review the ER as it stands at present with the Town. We can provide a draft of the ER (without the financial section) and then discuss all the items to be included in the project. Our goal is to find that balance of capacity and operational needs and available budget.
- Follow-up with WPS on the river withdrawal letter to get that letter as quickly as possible for inclusion in the ER.
- Start the permitting discussion regarding the reservoir expansion as soon as possible. Look at layout in relation to the floodplain and floodways and look at construction and start a "no rise" evaluation as soon as possible. Include pertinent information in the ER. The permit does not need to be obtained in order to submit the ER, but a construction permit will need to be obtained prior to construction (permit application during the design phase).
- Add the financial section to the ER (including DWI user rate workbook).
- Finalize and submit the ER for approval

The approach to the design, bidding and construction is presented in the following section.



The following are some of the primary points in how we are going to get the WTP upgrades accomplished. Of course, things change along the way, and our approach can always be modified as your needs and preferences dictate. As we work together, we're always going to be mindful of the overarching goals of keeping the design simple, accommodating future Town growth, and keeping the construction and operation of the plant as economical as possible. We do not design in a bubble, and will continue to involve you throughout the project.



## KICK-OFF MEETING



We will meet with Town staff and project stakeholders to confirm the goals and objectives desired for the project. Our key project team members know the critical elements required and we will look to build on our successful relationships developed with staff from past projects. This initial meeting will validate our understanding of the overall project scope, identify any special concerns that may exist, establish the rules and responsibilities that will guide each of us, and confirm the milestone events to keep the project moving effectively.

## ENGINEERING DESIGN SERVICES



As detailed in the approach section, the Engineering Report is a key document to be submitted as part of the funding process. Through our past work with the Town we have completed the majority of this submittal. We plan to sit down with WTP staff and discuss the current proposed WTP expansion elements and consider other elements for possible inclusion in the project. This is an important step as it finalizes the course taken for design. Determining permitting requirements for the raw water reservoir expansion and obtaining the water withdrawal approval will be key elements in the ER. We will work with the Town to determine the general financial plan to be added to the ER (required for approval). We will be striving to work with the Town early on these items in order to finalize the ER and submit it to DWI for review and approval.

Through development of the Engineering Report described above, we possess direct and detailed knowledge of the project components along with vast supporting project data to move directly to the design phase of this project. The key component of this phase is continued effective communication and collaboration between Town staff and Wooten that will ensure design features are conforming to Town standards as well as meeting the desired operational needs.

- A. Make topographic surveys, site investigations, and geotechnical investigations as required to design the Project.
- B. Hold conferences with representatives of the Owner and others as may be necessary to obtain data for developing the design project and make such reports to the Owner as may be reasonably requested by the Owner during the design stage.
- C. Prepare a design memorandum and preliminary plans of the project and review these documents with the Owner in order to establish standards to be used in design.



- D. Prepare and furnish contract plans and specifications as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work.
- E. Prepare revised estimates of the construction costs based upon the final plans and specifications.
- F. Prepare and submit permit applications for approval of the plans and specifications from the North Carolina Department of Water Infrastructure, North Carolina Department of Water Resources, and other regulatory and funding agencies as may be required for construction of the improvements.



**BIDDING AND NEGOTIATING SERVICES**

We will provide bidding and negotiation services to include, but not be limited to:

- A. Assist the Owner in the advertising for bids.
- B. Furnish copies of the Bidding Documents as requested by the Contractors, material suppliers, and other interested parties for bidding.
- C. Hold a Pre-Bid Conference for Contractors, material suppliers and other interested parties for bidding.
- D. Prepare, as may be required, written Addenda amending the Bidding Documents.
- E. Assist the Owner in the receiving of bids, tabulate same for ready comparison, and advise the Owner to the best of our ability as to proper and judicious award of contracts.
- F. After award of contract, prepare the Contract Documents for execution by the Contractor and the Owner.



**CONSTRUCTION CONTRACT ADMINISTRATION**

We will provide construction contract administration services to include, but not be limited to:

- A. Prior to the start of construction, the Engineer will assist the Owner in preparing an agenda and conducting a preconstruction conference.
- B. Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Furnish the Owner with a complete set of shop drawings upon completion of construction.
- C. Interpret the intent of the drawings and specifications to protect the Owner against defects and deficiencies in construction on the



part of the contractors. The Engineer will not, however, guarantee the performance by any Contractor.

- D. Establish baselines for locating the main components to be constructed. However, the Contractor will be responsible for providing any day-to-day construction staking that may be required.
- E. Provide general engineering review of the work of the Contractor as construction progresses and hold progress conferences to ascertain that the Contractor is conforming with the design concept and construction schedule.
- F. Cooperate and work closely with the Owner and appropriate regulatory agencies during construction.
- G. Review the Contractor's application for progress and final payment, and when approved, submit same to the Owner for payment.
- H. As necessary, prepare Change Orders and make revisions to the Contract Documents for approval by the Owner and others on a timely basis.
- I. Perform substantial and final completion walk-throughs with Owner and Contractor, compile construction contract closeout documentation, submit necessary certifications to Federal/State agencies, and prepare final partial payment request for Owner to closeout project with the Contractor.
- J. The Engineer will provide the Owner with three (3) sets of prints and a CD containing the PDF copy of the drawings. Such drawings will be based upon construction records provided by the Contractor during construction and reviewed by the resident observer.



### CONSTRUCTION OBSERVATION SERVICES

We will provide construction observation services to include, but not be limited to:

- A. After award of the contract(s), the Engineer will provide full time observation of the construction on the project during periods of significant construction work being performed and at other times will provide periodic observation of the work as appropriate to the state of construction. The Project Engineer will make visits to the job site to observe the progress of the work and consult with the Owner and the Observer.
- B. Engineer's construction observer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for payment to contractors and make reports to the Project Engineer, and provide liaison between the Engineer and the Owner.
- C. Engineer will submit observation reports to the Owner on a regular basis.
- D. Engineer will make a final observation of all construction and provide a written certification of final observation to the Owner and the required State agencies.



## COMMISSIONING/START-UP SERVICES



We will provide commissioning and start-up assistance services to include, but not be limited to:

- A. Assist the Town in placing the upgraded treatment system into operation and troubleshoot process performance issues should they arise.
- B. Operator orientation and training in use of the O&M Manual and revisions to the manual based upon actual operating experience.
- C. Operator assistance in process control and monitoring and fine tuning of treatment process.
- D. Technical assistance to the Town in resolving construction and equipment warranty work.

## OPERATIONS & MAINTENANCE MANUAL UPDATE



We will prepare a Operations & Maintenance Manual update, outlining all of the major process components and operational requirements for the upgraded facility.

## STATE RESERVE LOAN ADMINISTRATION ASSISTANCE



Assist the Owner in the administration of the Town's State Reserve Loan including review, preparation and submittal of loan drawdown requests and submittal of other required documentation.



## FUNDING ASSISTANCE SERVICES

An integral part of our business is assisting clients in securing State and Federal funds to help finance various projects construction. We have successfully obtained a DWI State Reserve Funding for this project. Our team is well versed in the requirements for this funding program, and we are proud to have assisted in obtaining more than \$550,000,000 in project funds for public projects over the past 20 years.

## BUILDING SYSTEMS DESIGN

Building systems design encompasses two key services: architecture and supporting structural, mechanical, and electrical engineering, fire protection, and plumbing design services. Our architects conduct space needs studies as well as design and renovate public and private buildings and institutional facilities. Mechanical and electrical engineering services include energy management and conservation.



The Wooten Company is a consulting firm committed to providing a broadening scope of engineering and architectural services. Our full-service firm provides our municipal, county, state, and institutional clients with a single-source of accountability to better implement, manage, and complete their projects within time and budget requirements. Listening and understanding your needs is the key to completing projects successfully. We take pride in providing simple, efficient, effective, economical and ingenious solutions for your engineering, surveying, and architectural needs.

## ENGINEERING SERVICES

Our comprehensive engineering services include civil, environmental, and sanitary disciplines. Environmental and sanitary engineering services include water supply, treatment and distribution, wastewater collection and treatment, stormwater management, as well as related feasibility studies, reports, and operational assistance. Civil engineering services include site planning and engineering for master development plans and specific development projects, dams, reservoirs, recreational facilities, landfill closures, and transfer stations.

## GIS AND SURVEY

The Wooten Company delivers a full range of surveying services to both support the engineering projects as well as other stand alone services. These include engineering/topographical surveys, easement/property surveys, as-built surveys, inventory surveys (e.g., water/sewer systems), etc. Accompanying these survey services, our in-house capabilities also include a full range of GIS services often needed in serving local governments. These include map generation and analysis of data.



WATER TREATMENT PLANT  
MARTIN COUNTY REGIONAL WATER AND SEWER AUTHORITY



THE WOOTEN COMPANY HELPED  
MARTIN COUNTY JOIN WITH OTHER  
SURROUNDING WATER SYSTEM  
OPERATORS IN THE AREA TO FORM  
THE MARTIN COUNTY REGIONAL  
WATER AND SEWER AUTHORITY  
(MCRWASA) TO DEVELOP  
SOLUTIONS TO COMPENSATE FOR  
THE DECREASED WATER SOURCE.

Depleting ground water resources have been a longstanding issue on a global level, and North Carolina has been paying particularly more attention to its resources over the last 25 years. In the late 1990s the NC Division of Water Resources (NCDWR) began preparing updated water use regulations to mitigate water depletion due to over consumption, which went into effect in 2002. In Eastern NC, 15 counties were affected by the new regulations, including Martin County, which was required to decrease its dependence on the Cretaceous Aquifers, the main water supply throughout the region, by 75% no later than 2016. Facing a substantial loss, coupled with growing demands for the already depleted water resources, The Wooten Company helped Martin County join with other surrounding water system operators in the area to form the Martin County Regional Water and Sewer Authority (MCRWASA) to develop solutions to compensate for the decreased water source.

The resulting solution involved a 6-year study/planning/community outreach and design period to complete engineering for the construction of a new water intake to be fed raw water from the Roanoke River near Williamston, NC. Further complicating the study, no other water treatment plants have been designed and constructed to operate on a free flowing river this close to a salt water estuary. After extensive pilot testing and water quality analysis to prove the feasibility of the project, MCRWASA moved forward with the construction of the 2 mgd facility which will serve two Martin County water districts as well as the Town of Williamston. Commissioning was completed November 2015 and the plant was placed into service March 7, 2016. The plant was designed to be expanded to 6 MGD.

**Project Cost:** \$22,869,950 (construction)

**Project Dates:** September 2013 to May 2016

**Contact:** David Bone, Executive Director, 252.789.4300

**Location:** Martin County, NC

**Time Adherence:** This project was completed on time in accordance with the original construction contract time plus schedule adjustments for abnormal weather.



REVERSE OSMOSIS WATER TREATMENT PLANT  
BRUNSWICK REGIONAL WATER AND SEWER H2GO



In 2016, The Wooten Company was selected to design a 4MGD Reverse Osmosis Water Treatment Plant for Brunswick Regional Water and Sewer, H2GO. This plant will treat raw water from five initial well sites throughout their service area. Raw water will be conveyed from these well sites to the plant site via 12-inch, 16-inch, 18-inch, and 24-inch water mains. These various line sizes total approximately 30,000 linear feet of pipe necessary for the plant to operate. The Wooten Company assisted the Brunswick Regional H2GO in pilot testing, NPDES permitting, and aspects for the new water treatment plant. A Reverse Osmosis (RO) Pilot Plant Project from November 2015 to February 2016 to validate the performance of the process and obtain data for permitting. The Wooten Team assisted in all aspects of this pilot study, including the procurement of the RO treatment skid for the test. The RO pilot testing was successful and design of the new plant commenced. Pre-qualification and bidding of the RO units was conducted to pre-select the supplier to compress the schedule and so the Owner could select the RO unit supplier (instead of the Contractor). The RO water treatment plant design centered around two 2-mgd RO units, two horizontal calcite contactors, on-site hypochlorite generator system, three chemical feed system, 1 MG clearwell and high service pumps. The calcite contactors and on-site hypochlorite generator system are two innovative processes not included in past RO plant designs in North Carolina. The design included the flexibility to add ammonia in the future for chloramines if supplying water to the nearby County system (Brunswick County). Wooten also performed all the environmental work to get the construction approved and obtained the NPDES permit for discharge of concentrate water to the Brunswick River.

**Project Cost:** \$40,000,000 (Estimated)

**Project Dates:** August 2016-Ongoing

**Contact:** Bob Walker, Executive Director, 910.371.9949

**Location:** Leland, NC

**Time Adherence:** Four construction contracts and the RO equipment procurement contract were bid by June 2017. Well construction, RO equipment fabrication, and partial plant construction has commenced; all construction activities have been suspended pending approval of asset transfer from Brunswick H2GO to the Town of Belville.



## WATER TREATMENT PLANT FILTER REHABILITATION CITY OF ROCKY MOUNT, NORTH CAROLINA



THE PROJECT INVOLVED THE REPLACEMENT OF THE SAND AND ANTHRACITE MEDIA, REPLACEMENT OF WHEELER BOTTOM PORCELAIN SPHERES WITH NEW RETROLINERS, PWI INSERTS AND SUPPORT GRAVEL, MODIFICATIONS TO THE SURFACE WASH AGITATORS, REPLACEMENT OF 20-INCH INFLUENT VALVES AND ACTUATORS, REPLACEMENT OF SUPPORTS FOR INFLUENT/BACKWASH TROUGHES, AND REMOVAL OF ALL ACCUMULATED MEDIA IN THE PLENUM AND GULLET FOR ALL SIX FILTERS.

The Tar River Reservoir Water Treatment Plant consists of a 12 mgd conventional water facility that utilizes six dual media filters with Wheeler bottom underdrains. In 2015 the City conducted a filter inspection and determined that the existing media had reached the end of its useful life and necessitated replacement along with other rehabilitation items. The Wooten Company was contracted to provide the City with design services, advertising and bidding assistance, construction administration, and construction observation for the project. The project involved the replacement of the sand and anthracite media, replacement of Wheeler bottom porcelain spheres with new retroliners, PWI inserts and support gravel, modifications to the surface wash agitators, replacement of 20-inch influent valves and actuators, replacement of supports for influent/backwash troughs, and removal of all accumulated media in the plenum and gullet for all six filters. This project was bid February 2016 and construction was completed in November 2017.

**Project Cost:** \$867,840

**Project Dates:** June 2015–November 2017

**Contact:** Jim Connolly, PE, Water Resources, 252.972.1344

**Location:** Rocky Mount, NC

**Time Adherence:** This project was completed on time in accordance with the original construction contract time plus schedule adjustments for abnormal weather.



## DISINFECTION BY-PRODUCT STUDY TOWN OF RAMSEUR, NORTH CAROLINA



THE WOOTEN COMPANY ASSISTED IN  
THE FIELD WITH THIS SWITCH OVER  
AND PROVIDED PRACTICAL HANDS-  
ON HELP FOR THE TRANSITION.

The Town of Ramseur's Water Treatment Plant was constructed in the late 1980s and has a rated capacity of 1.5 MGD. The treatment plant's raw water source is the Sandy Creek Reservoir, an impoundment on Sandy Creek, in the Cape Fear River Basin. The reservoir's water is characterized by moderate levels of Natural Organic Matter (NOM), known to be the precursor for the formation of disinfection byproducts (DBPs). The purpose of the project was to evaluate Ramseur's water treatment and disinfection infrastructure prior to the implementation of compliance monitoring for the Stage Two Disinfectants and Disinfection By-Products (D/DBP) Rule. The Town was violating standards for Total Trihalomethanes (TTHMs) and Haloacetic Acids (HAA5s) concentrations in the water distribution system. The Town contracted with The Wooten Company to address DBP formation and meeting compliance with the Stage 1 D/DBP Rule in the finished water quality produced at the Water Treatment Plant. The study resulted in the conversion from aluminum sulfate to ferric sulfate. The operational strategy for targeted enhanced coagulation dosing was recommended to minimize filtered water TOC concentrations. As a result of this conversion, the WTP frequently reported "non-detect" concentrations of TOC in the filtered effluent prior to disinfection and subsequently lower the DBP concentrations in the water distribution system below the regulated limits. Ramseur proceeded with switch over from alum feed to ferric sulfate feed. The Wooten Company assisted in the field with this switch over and provided practical hands-on help for the transition.

**Project Cost:** \$55,124

**Project Dates:** August 2011- February 2013

**Contact:** Paxton Arthurs, Director of Public Works, 536.318.6605

**Location:** Ramseur, NC

**Time Adherence:** This project was completed on time.



**WELL FIELD EAST WATER TREATMENT PLANT**  
CITY OF CLINTON, NORTH CAROLINA



The Wooten Company prepared plans and specifications, and is administering the construction of an expansion to the existing 1.5 mgd water treatment facility. The project includes two new raw water well sites, raw water lines, aeration/detention basin, pressure filters, and improvements to the existing SCADA system. The project was designed to work in conjunction with five deep wells in western Clinton that did not require treatment for supplemental water supply for the city and the existing wells in Well Field East to take advantage of a plentiful shallow-well aquifer source and a deep well source to provide for an efficient water supply.

**Project Cost:** \$6,143,904

**Project Dates:** November 2016-Ongoing

**Contact:** Russell Byrd, City Engineer, 910.299.4905(Ext. 3091)

**Location:** Clinton, NC

**Time Adherence:** This project was completed on time in accordance with the original construction contract time plus schedule adjustments for abnormal weather.



## CHEMICAL FEED OPTIMIZATION AND IMPROVEMENTS MONTGOMERY COUNTY, NORTH CAROLINA



FUNDED THROUGH NC DWI,  
THIS PROJECT EVALUATED BOTH  
CHEMICAL FEED EQUIPMENT  
IMPROVEMENTS, AS WELL AS  
PROVIDED RECOMMENDATIONS  
FOR OPTIMIZING THE TREATMENT  
PROCESS TO MINIMIZE THE  
FORMATION POTENTIAL OF DBPS.

The County provides finished drinking water to six local municipalities as their sole source for drinking water. The County conventional water treatment plant is rated for production of 6.0 MGD. The plant was constructed in 1985 and most of the chemical feed equipment is original to the facility. One of the municipal wholesale customers has experienced elevated DBPs, specifically TTHMs, within their distribution system. Our team was contacted to provide an evaluation for both chemical feed equipment improvements, as well as provide recommendations for optimizing their treatment process to minimize the formation potential of DBPs. An assessment of the existing equipment was conducted to determine both the condition and consequence of failure for each component. The evaluation prioritized the equipment for replacement and also an analysis was also conducted for possible treatment modifications. After the assessment, it was determined to replace all equipment with like-for-like replacements with exception of the caustic feed system. A present worth analysis indicated that a conversion to a hydrated lime feed system was more practical for both treatment and financial purposes. The project is being funded through a grant/loan from the NC Division of Water Infrastructure SRL program. As part of the chemical feed optimization, our team conducted bench-scale jar testing for the optimization of the coagulation process and perform a fluoride tracer study to evaluate the disinfection process. The goal of the jar testing was to determine an enhanced dose for the optimal removal of natural organic matter in the raw water prior to disinfection. This is done to remove as many DBP precursors prior to their formation. The testing was successful in determining an optimal dose and coagulation pH. In conjunction with the jar testing, a fluoride tracer study test was conducted over two days to confirm the T10 through the clearwell in a worst case operating scenario (low clearwell level and maximum pumping rate). The purpose of this test was to identify a relationship between the T10 and pumping flow rate. With this information the plant staff was provided a CT calculator that can be used daily to optimize the disinfection process by targeting a minimal CT ratio which not only meets the regulated disinfection requirements but minimize the concentration of chlorine resulting in decreased potential for DBP formation. The implementation of the enhanced dosing and disinfection optimization is on-going and is planned to coincide with the chemical feed system improvements project.

**Project Cost:** \$500,000

**Project Dates:** October 2017 - Ongoing

**Contact:** Chris Hildreth, Director of Public Utilities and Facilities, 910.576.4221

**Location:** Montgomery County, NC

**Time Adherence:** This project is ongoing.



## PAST PROJECTS WITH TOWN OF SMITHFIELD (SINCE 2013)

- **Coagulant Optimization Jar Testing and letter (2013)**  
Work culminated in letter with optimization recommendations for THMMs.
- **Chlorine Dioxide System Addition (2014)**  
Small low cost system that has reduced TOCs, THMMs, and stopped potassium permanganate chemical feed.
- **Raw Water Improvements Study (2014)**  
Rural Water grant resulting in comprehensive evaluation of new intakes options and cost. Due to high cost of new intake, devised alternate affordable sand removal system utilizing existing raw water wet well.
- **I & I Sewer Rehabilitation Project (2015-2016)**  
Project with emphasis on rehabbing sewer sections rather than just studying I&I.
- **Raw Water Sand Removal Plans and Specification (2015)**  
Design and construction adding grit pump, grit classifier and raw water wet well retrofit to remove sand. Removing 2 to 3 CY of sand per week
- **Booker Dairy Road Evaluation, Design, Construction (2015 - 2018)**  
Booker Dairy Road 16-inch water main near completion at this time
- **Dredging Permit Renewal (2016)**  
Obtained dredging permit renewal for Town – critical to water intake.

- **Sludge Dewatering Press Procurement Specifications and Drawings (2016)**  
New dewatering press is lowering disposal costs and generating revenue for Town by dewatering Selma's water plant sludge.

- **AIA Grant Applications (2016)**  
Obtained two \$150,000 AIA grants: Water and Sewer.

- **DWSRF funding application (2017)**  
Successful \$12.05 M funding application

- **Water System Modeling (2017)**  
Comprehensive modeling with current and future Johnston County demand inputs.

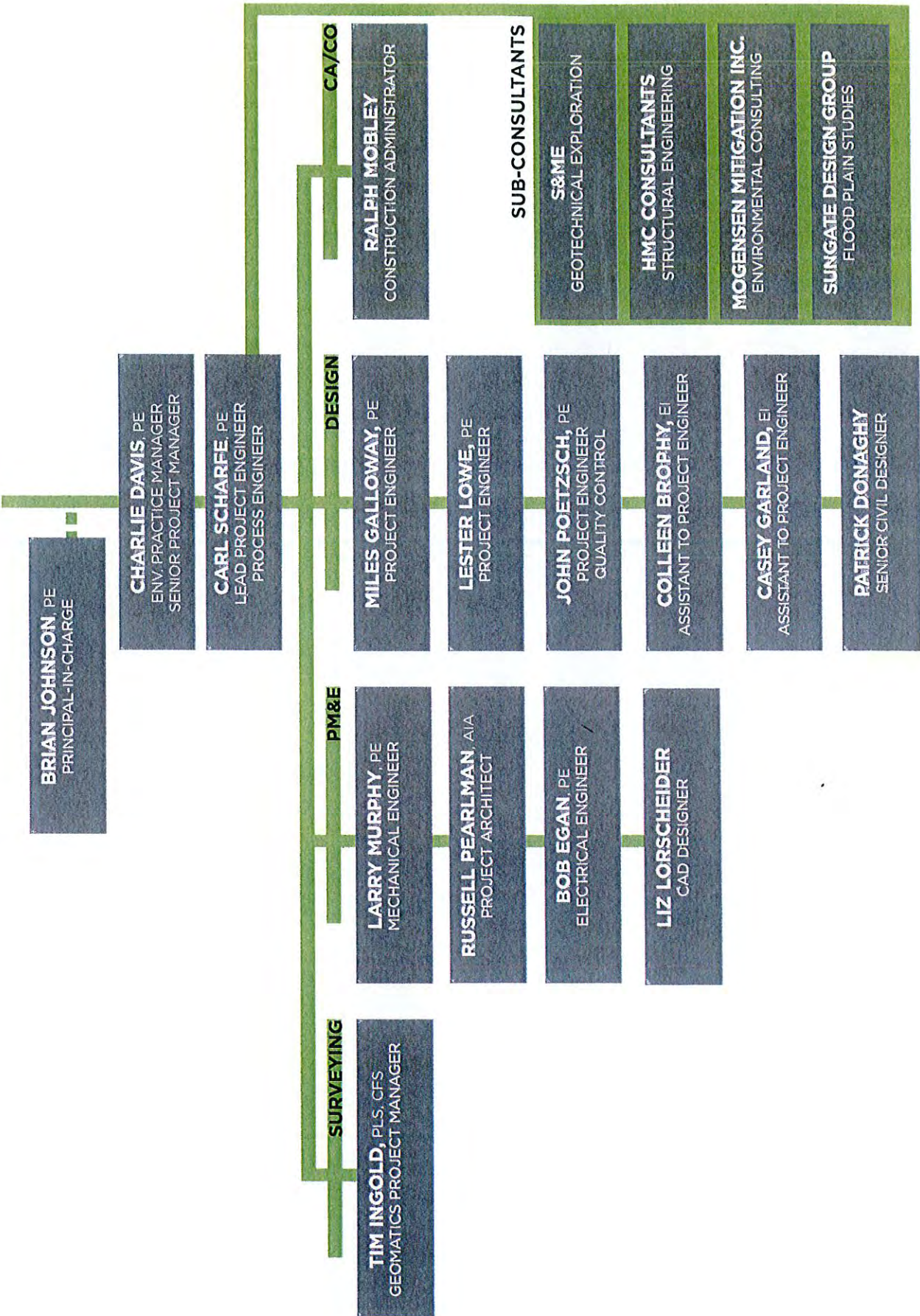
- **Bank Stabilization Project (2018)**  
Project in progress and work also incorporating dredging equipment requirements.

In addition to these specific projects, The Wooten Company has proudly worked alongside the Town of Smithfield since 1993 on various water and wastewater infrastructure projects, as well as with other communities who depend on the Neuse River for a safe and reliable drinking water supply.

LEFT: SAND REMOVAL  
PROJECT CONSTRUCTION  
IN RAW WET WELL









**BRIAN JOHNSON, PE, LEED AP**  
PRINCIPAL-IN-CHARGE



Brian Johnson, PE, LEED AP, is the Director of Civil/Environmental Engineering for The Wooten Company as well as a member of the Board of Directors. For over 22 years Brian has applied his engineering expertise to provide analysis and design of water and sewer systems, drainage facilities, roadway improvements, sidewalks, and site and subdivision utility extensions, grading, and drainage improvements projects to localities throughout North Carolina and South Carolina. Brian's project responsibilities have included preliminary studies, design, permitting, and construction administration. In addition to his departmental duties, he continues to work as a Senior Project Manager working on projects from inception to completion, working closely with clients to ensure they receive a quality project, on time and within budget.

#### EDUCATION

B.S. Civil Engineering, NC State University  
Masters of Civil Engineering, NC State University

#### PROFESSIONAL REGISTRATIONS

Professional Engineer, North Carolina & South Carolina

#### RECENT RELEVANT PROJECT EXPERIENCE

2 MGD New Water Treatment Plant - Martin County, NC  
4 MGD Reverse Osmosis Water Treatment Plant - Brunswick Regional H2GO  
Filter Rehabilitation - Rocky Mount, NC  
Well Field East Water Treatment Facility - Clinton, NC  
Water Treatment Plant Improvements - Plymouth, NC



**CHARLIE DAVIS, PE**  
ENVIRONMENTAL PRACTICE MANAGER  
SENIOR PROJECT MANAGER

For more than 23 years, Charlie has worked with his clients to perform long range municipal plans, countless collection system projects and numerous award winning water and wastewater treatment plant upgrades, including a 2014 Engineering Excellence Award for his oxygen generation system at the City of Rocky Mount's wastewater plant. Over the course of his career, Charlie has earned a reputation as an industry leader in developing economical treatment solutions for smaller communities where addressing aging utilities amidst growing populations is often challenged by limited funding options.

Throughout the entirety of the this water treatment plant upgrade, Charlie will lean on his experience, as well as his involvement in the preparation of the Town's PER, with the support of his close-knit team of engineers who work together daily on similar projects for communities across North Carolina.

#### EDUCATION

B.S. Civil Engineering, NC State University  
M.S. Civil Engineering, NC State University

#### PROFESSIONAL REGISTRATIONS

Professional Engineer, North Carolina

#### RECENT RELEVANT PROJECT EXPERIENCE

2 MGD New Water Treatment Plant - Martin County, NC  
4 MGD Reverse Osmosis Water Treatment Plant - Brunswick Regional H2GO  
Filter Rehabilitation - Rocky Mount, NC  
Well Field East Water Treatment Facility - Clinton, NC  
Water Treatment Plant Improvements - Plymouth, NC



**CARL SCHARFE, PE**  
LEAD PROJECT ENGINEER  
PROCESS ENGINEER



For more than 25 years, Carl has been a Process Engineer for water and wastewater projects. From conceptual stages and project funding strategy through to design, permitting and construction management, Carl focuses his efforts on client input and interaction as he manages the process design and regulatory approvals of The Wooten Company's water treatment projects. He has presented at seminars for the past 16 years on topics including water treatment process design.

Throughout this water treatment plant upgrade, Carl will rely on the understandings he developed while working on the Engineering Report for this project and will work side-by-side with the Plant's operators and Town officials to ensure that the design achieves long-term goals while remaining economical in both operation and maintenance.

#### EDUCATION

B.S. Public Affairs, Environmental Sciences, Indiana University  
M.S. Environmental Engineering, The University of Texas

#### PROFESSIONAL REGISTRATIONS

Professional Engineer, North Carolina

#### RECENT RELEVANT PROJECT EXPERIENCE

Chlorine Dioxide System Additions - Smithfield, NC  
Sand Removal Project - Smithfield, NC  
Sludge Dewatering Press Procurement Specifications and Drawings - Smithfield, NC  
Water System Modeling - Smithfield, NC  
RAW Water Improvements PER - Smithfield, NC

**MILES GALLOWAY, PE**  
PROJECT ENGINEER



Over the past seven years, Miles has run pilot plants, performed water quality testing, prepared environmental information documents, fulfilled permitting requirements and developed project specifications. His efforts are essential in the preliminary work required to obtain both State and Federal funding through various programs and Miles often stays involved in projects through the design stages.

Miles' educational background - a degree in Biological Engineering with an environmental engineering focus - gives him a unique understanding of the biological/chemical processes in process systems.

#### EDUCATION

B.S. Biological Engineering, NC State University

#### PROFESSIONAL REGISTRATIONS

Professional Engineer, North Carolina

#### RECENT RELEVANT PROJECT EXPERIENCE

Pilot Testing - Martin County, NC  
Disinfection By-Product Study - Ramseur, NC  
Smithfield Raw Water Improvement PER - Smithfield, NC  
DWSRF Application Fall 2017 - Smithfield, NC



## LESTER LOWE, PE

### PROJECT ENGINEER



Lester Lowe brings over 29 years of experience on a variety of public and private sector civil engineering projects. A seasoned leader in the industry, he has successfully developed and managed teams through complex, full-service projects consisting of pre-design analysis phases (i.e. due diligence, alternatives analysis, stormwater management and environmental assessments) through complete design fulfillment and construction administration support. Additionally, he is well versed in all aspects of full site civil design, permitting and construction phase services for institutional, commercial, industrial and residential projects.

#### EDUCATION

B.S. Civil Engineering, NC State University  
Masters of Business Admin., East Carolina University

#### PROFESSIONAL REGISTRATIONS

Professional Engineer, North Carolina, South Carolina, Virginia, Maryland

#### RECENT RELEVANT PROJECT EXPERIENCE

Multi-use Trail Greenway - White Lake, NC  
Reynolds Street - Zebulon, NC  
East Lyon Station Road Greenway Connector, Butner, NC (w/ previous employer)  
North Carolina Museum of Art Expansion (w/ Previous employer)

## JOHN POETZSCH, PE

### PROJECT ENGINEER QUALITY CONTROL



John Poetzsch brings the Civil Department over 44 years of design and project management experience on a variety of civil engineering projects that span North Carolina and include international clients. Over such a long career, John has been involved in almost all variety of civil engineering disciplines, including water and wastewater treatment plants, water distribution systems, wastewater collection systems, storm drainage, roadway improvements, recreational facilities, shopping centers, residential subdivisions, countywide water systems, master plans, and wastewater facility studies.

At The Wooten Company, John leverages his expertise across these disciplines to keep complex projects within budget and schedule parameters while ensuring that his clients, whether public or private, are kept informed and up to date on their critical infrastructure investments. John can provide overall design quality control to ensure that the design integrity is being maintained.

#### EDUCATION

B.S. Civil Engineering, NC State University

#### PROFESSIONAL REGISTRATIONS

Professional Engineer, North Carolina

#### RECENT RELEVANT PROJECT EXPERIENCE

Water Treatment Plant - Spruce Pine, NC  
Water Supply Wells - Jacksonville, NC  
Water Treatment Plant, Residual Treatment Facility - Smithfield, NC  
Water Treatment Plant - Granite Falls, NC





**CASEY GARLAND, EI**  
ASSISTANT TO PROJECT ENGINEER

Casey Garland, EI, who recently completed a doctoral program in Civil and Environmental Engineering, is a recent addition to our Environmental Practice team. Her role for this project will be providing assistance to the Project Engineer in the development of project alternatives. Casey's experience ranges from research and teaching assistant to evaluation of water treatment process design and development of water treatment techniques for developing countries.

## EDUCATION

PHD Civil and Environmental Engineering, Cornell University  
B.S. Biological/Biosystems Engineering, NC State University  
M.S. Biological and Environmental Engineering, NC State University



**COLLEEN BROPHY, EI**  
ASSISTANT TO PROJECT ENGINEER

Colleen Brophy is an Environmental Engineer with three years of experience in infrastructure engineering design. Colleen's specialties include the study and design of water distribution, wastewater collection and hydraulic modeling. She has performed the technical modeling of these types of projects for state clients such as Louisiana's DOT, and local units of government across North Carolina. As part of these projects, Colleen's involvement includes preliminary design to final design and permitting. Colleen is currently working on a water model for the Town of Robbins and NCDOT/GUC Utilities Relocation project.

## EDUCATION

B.S. Environmental Engineering, NC State University

## RECENT RELEVANT PROJECT EXPERIENCE

Water System Modeling - Smithfield, NC



## PATRICK DONAGHY

### SENIOR CIVIL DESIGNER



Patrick has worked as a civil designer and CAD Specialist on many wastewater plant designs as a part of the Environmental Practice Group at The Wooten Company, and also participated in several large, joint venture designs for the cities of New York and Boston in his past. He combines an understanding of engineering and architectural design for projects of this type and maintains a strong focus on continuing education to utilize the most modern technology in his designs.

Patrick will work closely with the engineering team throughout the Town of Smithfield's water treatment plant project to ensure that the desires and intent of the Town, the Plant's operators, and the engineering design team are accurately conveyed in the design drawings.

#### EDUCATION

A.A.S. Architectural Technology, Wake Technical Community College

B.S. Civil Engineering Technology, UNC Charlotte

#### RECENT RELEVANT PROJECT EXPERIENCE

2 MGD Water Treatment Plant - Martin County, NC

4 MGD Reverse Osmosis Water Treatment Plant - Brunswick Regional H2GO

Filter Rehabilitation - Rocky Mount, NC

Well Field East Water Treatment Facility - Clinton, NC  
Water Treatment Plant Improvements - Plymouth, NC



## LIZ LORSCHIEDER

### CAD DESIGNER

Liz works closely with the CAD team to share workload responsibilities during many projects, and focuses particularly on working alongside the Senior Civil Designer in his design responsibilities. Liz often prepares the site, grading and utility plans and details for public sector facilities such as the treatment plant in Smithfield.

Liz will work closely with the engineering team throughout the Town of Smithfield's water treatment plant project to ensure that the desires and intent of the Town, the Plant's operators, and the engineering design team are accurately conveyed in the design drawings.

#### EDUCATION

A.A.S. Civil Engineering, Surveying, Wake Technical Community College

#### RECENT RELEVANT PROJECT EXPERIENCE

2 MGD Water Treatment Plant - Martin County, NC

4 MGD Reverse Osmosis Water Treatment Plant - Brunswick Regional H2GO

Well Field East Water Treatment Facility - Clinton, NC



**LARRY MURPHY, PE**  
MECHANICAL ENGINEER



Larry's areas of expertise include design of HVAC systems, elevators, plumbing, medical and laboratory piping and fire protection systems. His experience includes new building construction as well as renovation of institutional, government and commercial facilities involving coordination of hazardous materials remediation for substances such as asbestos, lead paint, and PCBs.

Larry will be applying his 34 years of experience in cost estimating and designing for public facilities to contribute to the most economical design possible for these upgrades.

**EDUCATION**

B.S. Mechanical Engineering, Georgia Institute of Technology

**PROFESSIONAL REGISTRATIONS**

Professional Engineer, North Carolina

**RECENT RELEVANT PROJECT EXPERIENCE**

New Water Treatment Plant Design - Martin County, NC  
Water System Improvements - Plymouth, NC

**RUSSELL PEARLMAN, AIA, LEED AP**  
PROJECT ARCHITECT



For more than 28 years Russell has served as designer, project manager, and project architect, maintaining an excellent record of successful project completion and client satisfaction. Before initiating any design, Russell carefully studies his client's needs and goals, and offers inspiration and ideas to compliment these. Throughout this project, he will remain involved, coordinating his building design with the team in their development, and then will work closely with contractors during construction to ensure that nothing is lost in translation and that his design intent is achieved.

**EDUCATION**

B.S. English, UNC Chapel Hill  
M.S. Architecture, NC State University

**PROFESSIONAL REGISTRATIONS**

Registered Architect, North Carolina, South Carolina

**RECENT RELEVANT PROJECT EXPERIENCE**

Water Treatment Plant Improvements - Spruce Pine, NC  
Water Treatment Plant Improvements - Pilot Mountain, NC  
New Water Treatment Plant Design - Martin County, NC  
Water Treatment Plant Improvements - Granite Falls, NC  
Water & Sewer Operations Building - Edgecombe County, NC  
Water Treatment Plant, Well Field East - Clinton, NC





**BOB EGAN, PE**  
ELECTRICAL ENGINEER

Bob Egan is Director of the Building Systems Group at The Wooten Company. He is experienced in all facets of electrical systems design for buildings from medium voltage switching and system distribution to low voltage auxiliary systems and automated controls. As an electrical engineer, he provides design services for electrical distribution, lighting, auxiliary, and control systems, as well as project management for mechanical, electrical, plumbing and fire protection systems projects. Mr. Egan has been with The Wooten Company since 1988 and oversees building systems installations of all varieties including systems for public schools, universities, medical facilities, athletic fields, data centers, municipal buildings and LEED certified projects.

#### EDUCATION

B.S. Architectural Engineering, University of Kansas

#### PROFESSIONAL REGISTRATIONS

Professional Engineer, North Carolina, South Carolina

#### RECENT RELEVANT PROJECT EXPERIENCE

Water Treatment Plant Rehabilitation - Plymouth, NC  
New Water Treatment Plant Design - Martin County, NC



**TIM INGOLD, PLS, CFS**  
GEOMATICS PRACTICE MANAGER

Timothy R. Ingold, PLS, CFS, serves as The Wooten Company's Geomatics Practice Manager. He has over 35 years of experience in the land surveying field, including over 20 years managing and land surveying departments for multi-disciplined engineering and surveying firms. He has been licensed as a Professional Land Surveyor in North Carolina since 1985.

Tim has developed a comprehensive understanding of local, state, and federal laws and codes and technical standards pertinent to the geomatics practice as it applies to the protection of the public interests. In addition to having worked on a variety of private and public projects throughout North Carolina for property, development, and inventory investigations and reports, Tim also has experience with NCDOT roadway construction surveying.

#### EDUCATION

A.A.S. Civil Engineering, Guilford Technical Community College

A.A.S. Surveying Technology, Guilford Technical Community College

#### PROFESSIONAL REGISTRATIONS

Professional Land Surveyor  
Certified Floodplain Surveyor

#### RECENT RELEVANT PROJECT EXPERIENCE

Wastewater Transmission System Improvements - Pittsboro, NC



**RALPH MOBLEY**

CONSTRUCTION ADMINISTRATOR



Ralph has been involved in monitoring and observing utility construction projects for over 22 years and before that was a civil engineer for 25 years. As the Construction Administration and Observation lead, Ralph is responsible for managing The Wooten Company's team of on-site construction observers as they provide quality control and communication services on job sites across North Carolina. His teams help coordinate projects with owners and contractors by reviewing shop drawings, monitoring change orders, and certifying record drawings when the projects are completed.

For the Town of Smithfield's water treatment plant project Ralph's overarching goal will be to maintain close control of construction costs and project scheduling.

**EDUCATION**

B.A. Chemistry, University of North Carolina  
B.S. Civil Engineering, NC State University

**RECENT RELEVANT PROJECT EXPERIENCE**

2 MGD Water Treatment Plant - Martin County, NC  
Sand Removal Project - Smithfield, NC  
Wastewater Pump Station #3 - Smithfield, NC

**HMC CONSULTANTS**

STRUCTURAL ENGINEERING

HMC has over 25 years of experience in the design of structural systems for buildings. HMC has worked with The Wooten Company on a number of projects.

**MIN HSU, PE - STRUCTURAL ENGINEER**

Mr. Hsu brings to his teams over 30 years of experience in the design of structural systems for buildings. His projects consist of public facilities including schools, university buildings, auxiliary facilities in support of civil engineering projects, and bridges.

Mr. Hsu has been partnering with The Wooten Company as the structural engineer of record for more than 16 years, allowing him to seamlessly integrate with their teams and work most efficiently, no matter the scope of the project. HMC Consultants was also previously certified with the North Carolina Department of Transportation for historically underutilized business representation, but the firm's registration was not renewed.

**EDUCATION**

M.S. Civil Engineering, University of Iowa  
B.S. Civil Engineering, National Taiwan University

**PROFESSIONAL REGISTRATIONS**

Professional Engineer, North Carolina

**SUNGATE DESIGN GROUP**

FLOOD PLAIN STUDIES

Sungate is a civil and environmental engineering consulting firm in Raleigh, NC that specializes in floodplain analysis. Established in 1991, the firm currently employs 12 professionals including five Professional Engineers, five Engineering Technicians, one CAD technician and an administrative manager. Sungate is properly certified with the Office of the Secretary of State, and licensed with the North Carolina Board of Registration for Professional Engineers and Land Surveyors (license number C-0890).



**MOGENSEN MITIGATION, INC****ENVIRONMENTAL ENGINEERING**

Mogensen Mitigation, Inc. is a full service environmental consulting company specializing in wetlands consulting and stream & wetland mitigation banking.

MMI provides full-service mitigation banking consulting services and general wetlands consulting including delineations, CWA Section 404/1 permitting, functional assessments, threatened & endangered species, NEPA services.

**GERALD POTTERN - ENVIRONMENTAL PERMITTING SPECIALIST,  
MOGENSEN MITIGATION INC/ROBERT J. GOLDSTEIN &  
ASSOCIATES (RJG&A)**

Gerald Pottern has prepared over 100 NEPA/SEPA reports, natural resource inventories, protected species surveys and conservation plans, water quality studies, wetland and stream buffer delineation and mapping, 404-401 permits and mitigation plans, mitigation site monitoring, and related environmental studies. Gerald has provided field studies, reports and permitting for scores of dam projects, water intakes, wastewater collection and treatment, parks, greenways, and private development throughout NC. He is well-versed in federal and NC environmental regulations and programs, aquatic habitat and riparian zone assessment, stream and wetland functional assessment, conservation planning, and environmental education. Gerald assists clients in designing projects to meet federal and state agency objectives and permit requirements, and has also prepared grant applications for local governments' riparian conservation and water quality improvement projects. Since 1996 he has served on the Scientific Council to the NC Nongame Wildlife Advisory Committee, sharing his expertise in aquatic biodiversity and rare species.

**EDUCATION**

B.S. Zoology, Duke University  
M.S. Biology and Water Resources, NC State University

**S&ME****GEOTECHNICAL ENGINEERING**

S&ME was founded in 1973 in Raleigh, North Carolina and remains headquartered there.

Services include:

- Geotechnical site characterization
- Engineering testing and instrumentation
- Engineering analysis and design
- Engineering consulting
- Subsurface exploration and site characterization
- Information management
- Geophysical surveys

**ADAM BROWNING, PE - GEOTECHNICAL ENGINEER**

Mr. Browning serves as the Geotechnical Engineering Department Manager for S&ME's Raleigh Office. He is skilled in the following disciplines: Geotechnical Explorations – Conventional Geotechnical Projects, Shallow Foundations, Deep Foundations, Slope Stability Analyses, Liquefaction Analyses, Pavement Design, Bearing Capacity/Settlement Analyses; Foundation Construction Testing & Inspection – Driven Piles; Field Explorations – Conventional SPT Drilling, Cone Penetration Testing, Rock Coring, Dilatometer Testing; Construction Services – Multi Phase Testing/Inspection; Instrumentation – Vibration Monitoring.

**EDUCATION**

B.S. Civil Engineering, North Carolina State University  
M.S. Civil Engineering, North Carolina State University

**PROFESSIONAL REGISTRATIONS**

Professional Engineer, NC





**DAVID BONE**  
**EXECUTIVE DIRECTOR**  
 MARTIN COUNTY WATER AND SEWER AUTHORITY  
 P: 252.789.4300  
 E: DBONE@MARTINCOUNTYNC.GOV



**BOB WALKER**  
**EXECUTIVE DIRECTOR**  
 BRUNSWICK REGIONAL WATER AND SEWER H2GO  
 P: 910.371.9949  
 E: BWALKER@H2GOONLINE.COM



**BRENTON BENT**  
**ASSISTANT DIRECTOR**  
 CITY OF ROCKY MOUNT  
 P: 252.972.1291  
 E: BRENTON.BENT@ROCKYMOUNTNC.GOV



CONFLICT OF INTEREST

We do not have a financial, personal or professional conflict of interest with the Town of Smithfield. The best interest of the Town of Smithfield is our goal.

Additionally, The Wooten Company does not represent any private land owners or developers in Smithfield. Your priorities would be our priorities, and your interests would take precedence over any other outside parties' interests.

HOURLY RATES

Engineer I \$ 88	Survey Technician I \$ 45
Engineer II \$ 114	Survey Technician II \$ 65
Engineer III \$ 143	Survey Technician III \$ 85
Engineer IV \$ 187	Survey Technician IV \$ 105
Architect II \$ 128	Surveyor II \$ 105
Designer I \$ 63	Surveyor III \$ 125
Designer II \$ 80	Surveyor IV \$ 145
Designer III \$ 102	GIS Analyst II \$ 80
Designer IV \$ 127	GIS Analyst III \$ 105
Construction Admin I \$ 85	GIS Analyst IV \$ 120
Construction Admin II \$ 142	Community Development Specialist II \$ 83
Construction Admin III \$ 187	Community Dev. Coordinator \$ 108
Construction Observer \$ 87	Project Assistant \$ 72
Utility Coordinator II \$ 108	
Utility Coordinator III \$ 128	





Our normal insurance limits for professional liability are \$2M/\$4M but that upon selection and contract execution, we are able to immediately move to the increased required limits as evidenced by attached letter from our carrier.

**INSURE**



2607 GLENWOOD AVENUE - PO BOX 31508 - RALEIGH, NC 27622 - 919-781-1115 (V) - 919-783-6427 (F)

February 20, 2018

Ted Credle, Director of Public Utilities  
Town of Smithfield  
231 Hospital Road  
Smithfield, North Carolina 27577

**RE: The Wooten Company**

Mr. Credle,

We have been working with The Wooten Company for many years as their broker securing Professional Liability Insurance for their firm. This letter is to confirm that we have secured a coverage proposal for the required limits of \$5,000,000 per Claim with a \$5,000,000 Aggregate for RFQ #18-001. The carrier is Axis Insurance Company and they have an A.M. Best Rating of A+ (Superior). Once the determination is made that this limit is needed we will be able to place coverage in force within 24 hours of being notified.

If you have any questions please do not hesitate to contact me at 919-781-1115.

Sincerely,

Bobby Salmon  
Vice President



# CERTIFICATE OF LIABILITY INSURANCE

<b>CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (mm/dd/yyyy) 5/25/2017
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**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSUREN(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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

[illegible]

COVERAGES	CERTIFICATE NUMBER: Pro-C-17/18	REVISION NUMBER:
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED ABOVE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>		
AGENT	ADJUDICATE	POLICY EFF. DATE
		POLICY EXP. DATE

[illegible][illegible]

<p>CERTIFICATE HOLDER</p>	<p>CANCELLATION</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, INSURANCE COVERAGE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
<p>FOR INFORMATION ONLY</p>	<p>AUTHORIZED REPRESENTATIVE</p>	

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INS025 (201401)

N COMPANY

<b>ACORD</b>	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	<b>LEWISOOE-01</b>	<b>PEDWARDS</b>
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVE OR EXTINGUISH ANY OTHER POLICY OR CONTRACT BETWEEN YOU AND THE ISSUING INSURER(S). AUTHORIZED REPRESENTATIVE OF PRODUCER, AND THE CERTIFICATE HOLDER.		DATE (MM/DD/YYYY)	03/24/2017
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.			

<p><b>IF SUBROGATION IS WAIVED</b>, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to this participant under its law or its contract.</p> <p><b>L. E. Woolton &amp; Company 120 North Boylan Avenue Raleigh, NC 27603-1423</b></p>	<p><b>INSURED:</b></p> <p><b>First Citizens Insurance Services 600 So. Fayette Road Raleigh, NC 27674-0811</b></p>	<p><b>INSURER R - INSURER C - INSURER D - INSURER E -</b></p>	<p><b>INSURANCE COMPANY</b></p> <p><b>Renaissance A. Netherlands Insurance Company</b></p>	<p><b>POLICY NUMBER</b></p> <p><b>24171</b></p>
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**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INDICATED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY OTHER POLICY OR YOUR CLIENT WITH RESPECT TO WHICH THIS CERTIFICATE IS ISSUED, THE POLICIES LISTED BELOW ARE THE POLICIES EFFECTED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF EACH POLICY. WHAT IS SHOWN MAY HAVE BEEN REVISED BY PAID CLAIMS.

CERTIFICATE NUMBER:	REVISION NUMBER:
INSURER'S	

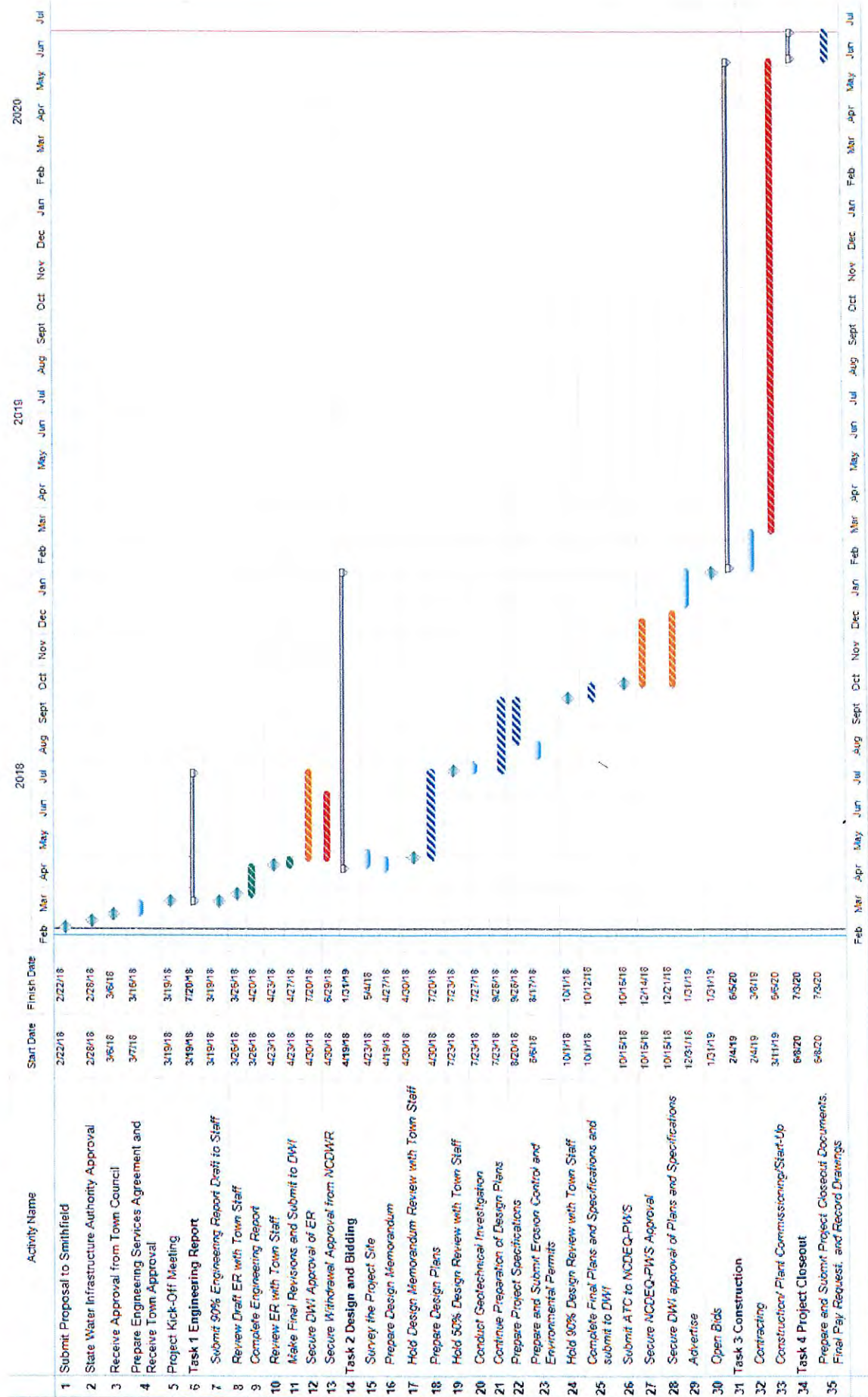
[illegible][illegible]

CERTIFICATE HOLDER	CANCELLATION
Sample Certificate This certificate is void for specific certificate to be issued	NOTES: ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 
SECOND OF TWO PAGES	© 1988-2013 ACCORD CORPORATION. All rights reserved.

ACORD 20 (2/01/00)



## PROPOSED WATER TREATMENT PLANT EXPANSION PROJECT SCHEDULE











# Request for Town Council Action

**Business  
Agenda  
Item:**  
**Approval of  
Agreement**  
Date: 06/05/2018

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**Subject:** Approval of agreement to Create an Analysis and Template for the Town System Development Fees

**Department:** Public Utilities

**Presented by:** Ted Credle

**Presentation:** Business Item

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## Issue Statement

The court case of *Quality Built Homes vs. Town of Carthage* has changed how municipalities conduct the process of assessing System Development Fees. HB 436 **mandates a "defensible methodology" when calculating how a municipality derives its fee structure.** The contractor has proposed an agreement to undertake an economic analysis to provide the Town with the defensible numbers to set the System Development Fees.

## Financial Impact

The selected contractor will be paid \$20,000 to perform this analysis and develop the template. The funds will be spent from the Water Fund budget under line item #30-71-7200-5700-7417, balance of unused funds.

## Action Needed

Allow the Town to enter into a contract with Envirolink in the amount of \$20,000.00 for the purpose of performing the analysis that will be the basis of System Development Fees

## Recommendation

Staff recommends the acceptance of the **contractor's** proposal

Approved: ☐ Town Manager ☐ Town Attorney

Attachments:

1. Staff report
2. Proposal from Envirolink





# Staff Report

**Business  
Agenda  
Item:** **Approval of  
Agreement**

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The court case of *Quality Built Homes vs. Town of Carthage* has changed how municipalities conduct the process of assessing System Development Fees. HB 436 **mandates a "defensible methodology" when calculating how a municipality derives its fee structure.** To this end, municipalities have been using consulting firms to find these **"defensible methodologies". Envirolink, after having developed the fee structure at other** small Towns (Angier, Elm City, and Spring Hope) were asked to provide a proposal to assist Smithfield with the same service.

It is of note that the template of fee structure, once designed, provides the maximum number a municipality may assess. It would be up to the Town to actually implement the fee it felt was appropriate for the Town.

Staff is asking to have the consultant perform the analysis and get the fee structure designed, so that such information may be brought before the Council to determine how, where, and at what level future System Development Fees can be set.



**Proposal**

**Town of Smithfield**

**Implementation of HB-436**

**Johnston County, North Carolina**

PRESENTED BY:



ENVIROLINK

**January 31, 2018**

*USE AND DISCLOSURE OF DATA – This Proposal includes data that shall not be disclosed and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this Proposal. However, if a Contract is awarded to this Offeror because of – or in connection with – the submission of these data, client shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Contract. The restriction does not limit client's right to use information contained in these data if they are obtained from another source without restriction.*



## Care

Since 1997, Envirolink has provided water and wastewater operations, maintenance, and management services that give piece of mind to government officials and citizens. We eliminate personnel issues, guarantee compliance, and stretch your dollar. We understand the challenges you face in providing these vital services because we live them every minute of every day. We understand that mistakes can result in unwanted publicity and dissatisfied residents. We spend 100% of our effort on managing these challenges. We will assist you in providing a better, more cost effective services to citizens while continuing to focus on your personnel needs.

## Character

Our communities succeed because we are a vital part of the community and they are a vital part of us. We invite you to become a part of our community and look forward to reviewing this proposal with you.

## Strategic Planning

We help our clients overcome challenges and adversity, including lack of resources; staff retention, turnover, and training; employee bench strength; equipment utilization; changing regulations; and increasing budget demands. Our investment in our people, processes, and equipment allows us to

provide our clients with preventative care, routine operations and maintenance, and 24-hour emergency service.

We are proud to be a 100% American owned business and the Envirolink family takes great pride in working with municipalities throughout North Carolina, Ohio, Tennessee, Alabama and South Carolina.

## Professionalism

Envirolink is headquartered in North Carolina with Regional Centers in Alabama and Ohio. Our presence in the Southeast and Midwest gives us a network of Utility Management and Operations professionals that allow us to provide you with the resources of a team of highly trained professionals while ensuring that we become part of your community.



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*Envirolink, Inc.*



## **Envirolink Management & Operational Capabilities**

- Certified Operator
- Billing
- Customer Service
- Asset Management
- Management Consulting
- Operations
- Meter Reading
- Water Conservation
- Program Management
- Rate Analysis
- Construction Inspection
- Sanitary Surveys
- CCTV
- Sewer Cleaning
- Vac Truck Service
- Lift Station Cleaning
- Uni-Directional Flushing
- Utility BMP Audit

Envirolink started as an operation firm and has evolved in to a full service utility management company working with hundreds of communities ranging in populations from a few hundred to over 25,000. Our team includes former Utility Directors, Resource Managers, Chemist, Compliance and Safety Specialist, Maintenance Specialist, and Asset Management Professionals. Envirolink's team knows what it takes to manage assets because we do it every day, 365 days a year, 24-hours a day. We have a single purpose that is to:

**Improve the sustainability of communities and the environment through the management of Public Works and Utilities.**

We are committed to providing a superior level of service and management, but also to being an outstanding corporate citizen by remaining a vital and contributing member of the communities we proudly serve. We approach each day enthusiastically embracing the values that allow our staff and client to succeed.

## **Leadership**

Envirolink's management includes seasoned utility management and finance professionals and will provide financial support as necessary to assist Envirolink with its commitments and future responsibilities. Our financial resources enable Envirolink to make investments in our people, equipment, and systems and allow the company to stay on the leading edge of trends in the water and wastewater industry. Envirolink's management team has depth and experience with a broad background of capabilities.

## **Excellence**

Envirolink's investment in equipment allows us to provide an array of maintenance services, making Envirolink the one stop shop for utility operation, management and maintenance. Additionally, with Service Centers across North Carolina, South Carolina, Tennessee, Alabama and Ohio, we can provide prompt response.

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*Envirolink, Inc.*



## Relevant Experience

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### Town of Angier

Since 2/2011

A system development fee analysis is underway at this time.

We recently completed a rate study and policy and procedure review for the Town. Comprehensive review of audited financial statement. Review financial and operating expenses and capital improvement plans. Compare project revenue and expense and develop a rate plan and implementation strategy. Address development and capital improvement cost issues Audit billing capacities and outputs.

---

### Elm City

Since 1/2013

Review production billing and losses. Rate study and policy and procedure review. Comprehensive review of audited financial statement. Review financial and operating expenses and capital improvement plans. Compare project revenue and expense and develop a rate plan and implementation strategy. Address development and capital improvement cost issues Audit billing capacities and outputs.

---

### Town of Spring Hope

Since 12/2011

Rate study and policy and procedure review. Comprehensive review of audited financial statement. Review financial and operating expenses and capital improvement plans. Compare project revenue and expense and develop a rate plan and implementation strategy. Address development and capital improvement cost issues Audit billing capacities and outputs.

---

*Envirolink, Inc.*



## Envirolink's Regional Sites



## Summary of Proposal

Envirolink is pleased to submit to the Town of Smithfield the enclosed proposal for utility management support. Envirolink has reviewed the available technical data. Envirolink believes that its proposal addresses the services currently needed by the Town of Smithfield, and that it is ready, willing and able to fulfill the requirements.

Envirolink will provide an analysis and template for calculation of a System Development Fee methodology for new developments to fund costs of such new development, recoup costs of existing facilities or a combination of those cost(s) which would serve new developments based on the requirements of House Bill 436.

## Bench Strength

Envirolink is large enough to serve you with a small company feel, we have the bench strength to manage your utility through employee turnover, so that you never have to worry about "What happens if our operator leaves". We have it covered. With a staff of over 60 employees across the State of North Carolina and additional employees in other states, we have personnel that will be trained on your utility system, so they can step in as needed.

## Our Process

Our process begins even before we are hired. Our engineers and operation personnel have reviewed your facilities and have begun the process of gathering data. While there is still a lot of data that we need, we have begun gathering sufficient data to allow us to evaluate the current operation and develop an operations plan for your facility.

When selected, we will work to gather available information, so that we can analyze and optimize the operations of your facilities. This culminates in an operational plan that allows us to continually monitor, analyze and measure the performance of your facility.

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*Envirolink, Inc.*



Envirolink's Programmatic Approach

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## Contracting

After being selected, we will execute an agreement that will provide the detailed Scope of Services, along with other contract terms. Some of the important components of this agreement are:

- Scope of Service
- Fees
- Schedule



## Proposed Services

Provide an analysis and template for calculation of a System Development Fee methodology for new developments to fund costs of such new development, recoup costs of existing facilities or a combination of those cost(s) which would serve new developments based on the requirements of House Bill 436, including, but not limited to:

- uses generally accepted accounting, engineering and planning methodologies;
- documents details and data used for the analysis;
- uses by-in, incremental, marginal costs, or combined cost methods;
- documents application of the methodologies;
- identifies assumptions and limiting conditions;
- provides a system development fee per unit of new development and equivalency or conversion for use in determining fees for various categories of demand, and
- uses a planning horizon of not less than 10, nor more than 20 years.

In addition, the proposed analysis and template is to include a recommendation of the required revenue credit, which is to be based on the outstanding debt principal or present value of revenues for capital improvements needed by and attributable to the new development, over the planning horizon, but cannot be less than 25% of the aggregate cost of the capital improvements.

Note: In the event the new facilities are oversized for the use of others outside the development, a construction or contributions credit would be required to be calculated. The template will include this capability, but each construction or contributions credit would be developed on a case by case basis, based on the total new capital facilities to be installed.

### Assumptions and Requirements:

The Town will be required for provide sufficient financial, planning and operational data and information, including, but not limited to:

- Capital Improvement Plan (identifying any specific capital rehabilitation projects and capacity expansion projects) based on a planning horizon of 10 to 20 years, or
- any available and reasonable documentation of system capacity, limitations, expansions and projects, including actual or projected costs based on a planning horizon of 10 to 20 years; and
- existing and planned debt service, grants and other income;
- existing rates for water and sewer;
- system capital assets including depreciation; capital and operating costs for the most recent fiscal year;
- existing operating capacity for water and wastewater facilities;
- any planned capacity increases for water and wastewater facilities and;



- Any other pertinent operating, planning or financial information that might affect the calculation of an appropriate System Development Fee methodology and template.
- The scope and requirements of the proposed analysis and template for the calculation of a system development fee methodology is contingent upon no substantial changes in the interpretation of the requirements of HB 436.
- The proposed analysis and template for the calculation of a system development fee methodology may require data or information which will require coordination with other consultants and vendors used by the Town.

**Limitations:**

Included in this proposal:

- Meeting and training staff for compliance of HB 436 requirements
- Presentations to council as needed on implementing HB 436 – on results.

The proposed analysis and template would be based on information provided by the Town, and /or its consultants, related to existing water and sewer costs and capacities and proposed water and sewer facility costs and capacities for the chosen planning horizon. The proposed project would use that information in conjunction with expected size and density of new developments. Any new developments exceeding the expected or planned capacity of geographic locations may require additional review or analysis. As your partner, we are committed to your success, the highest standard of customer service and customer satisfaction.



## Price Proposal

Contract Line Item #	Description of Service	Project Cost
001	Data research and financial review	\$ 9,000
002	Template and procedures development	\$ 8,000
003	Training, meetings and council presentations	\$ 3,000
	<b>TOTAL</b>	<b>\$ 20,000</b>

Monthly billing will be based on a percentage complete of the total project. Individual line items are approximate.

## Next Steps

Upon acceptance of this proposal, we would execute a contract between Town of Smithfield and Envirolink. This contract would include terms and conditions for a project of this nature.

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*Envirolink, Inc.*









# Request for Town Council Action

**Agenda  
Item:**

**Donation  
of Sick  
Leave**

**Date:** 06/05/2018

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**Subject:** Request for Approval of Donation of Sick Leave  
**Department:** Public Utilities – Water/Sewer  
**Presented by:** Tim Kerigan  
**Presentation:** Business Agenda

---

## Issue Statement

Staff is requesting the approval of the donation of sick time to a requesting employee from fellow employees.

## Financial Impact

None expected.

## Action Needed

Consideration and approval of request.

## Recommendation

Approval of request not to exceed 320 hours of donated sick hours to the requesting employee.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff report





## Staff Report

**Business  
Agenda  
Item:** **Donation  
of Sick  
Leave**

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A recently hired Water/Sewer employee has proven to be highly valued. However, he injured one of his knees outside of work and requires surgery. He is expected to be medically released to return to work within approximately 8 weeks. As of this date, he has depleted his sick and vacation leave.

Per section 79 of the Employee Handbook, he has requested that Council allow fellow employees to donate sick time to him.

The Public Utilities Director and myself have reviewed this request and seek approval from Council to allow other employees to donate sick hours to the requesting employee. If approved, all donations of time must be completed and submitted no later than June 22, 2018 and will not exceed a maximum of 320 hours.





# Request for Town Council Action

<b>Business Agenda Item:</b>	<b>Donation of Sick Leave</b>
Date:	06/05/2018

---

**Subject:** Request for Approval of Donation of Sick Leave  
**Department:** Police Department  
**Presented by:** Tim Kerigan  
**Presentation:** Business Agenda

---

## Issue Statement

Staff is requesting the approval of the donation of sick time to a requesting employee from fellow employees.

## Financial Impact

None expected.

## Action Needed

Consideration and approval of request.

## Recommendation

Approval of request not to exceed 400 hours of donated sick hours to the requesting employee.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff report





## Staff Report

<b>Business Agenda Item:</b>	<b>Donation of Sick Leave</b>
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A recently hired Police Department employee has proven to be highly valued. We are pleased to report the upcoming birth of their child. The employee has limited sick/vacation time available and has requested the donation of sick time from other employees. This time would concur with approved FMLA leave totaling 12 weeks. The employee has approximately 80 hours currently available for leave and is requesting the donation of an additional 400 hours of sick leave.

The Police Chief and myself have reviewed this request and seek approval from Council to allow other employees to donate sick hours to the requesting employee. If approved, all donations of time must be completed and submitted no later than June 22, 2018 and will not exceed a maximum of 400 hours.





# Request for Town Council Action

**Business** **Year End**  
**Agenda** **Budget**  
**Item:** **Amendments**  
Date: 06/05/2018

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**Subject:** Year-End Budget Amendments and Encumbrances  
**Department:** Finance  
**Presented by:** Greg Siler  
**Presentation:** Business Item

---

**Issue Statement** - Year-end budget amendments and encumbrances are often required at year end to balance departmental budgets and/or to carry over funds for ongoing projects or items ordered through purchase orders. See the budget description under each budget amendment. All budget increases could be accomplished using other departmental budgets or contingency dollars.

**Financial Impact** – Use of Contingency Funds

**Action Needed** – Separate Board approval is required on each of the three attachments.

**Recommendation** – Approve Amendments

Approved: ☒ Town Manager ☐ Town Attorney

#### Attachments

1. Year-End Budget Amendments for 2017-2018
2. Year-End Project and Purchase Encumbrances for 2017-2018; and
3. Year-End Purchase Order Encumbrances for 2017-2018 (Not Included, will be presented at council meeting)



**BUDGET AMMENDMENTS**  
**June 5, 2018**

<b><u>GENERAL FUND</u></b>	<b><u>BEFORE</u></b>	<b><u>ADJ.</u></b>	<b><u>AFTER</u></b>
<b>1. Expenditures</b>			
10-10-4100-5300-4501 General Government - Service Co	\$ 14,647	\$ 20,000	\$ 34,647
10-00-9990-5300-0000 General Fund Contingency	<u>72,658</u>	<u>(20,000)</u>	<u>52,658</u>
	<u>\$ 87,305</u>	<u>\$ -</u>	<u>\$ 87,305</u>

To fund town wide pay study

<b>2. Revenue</b>			
10-00-3460-3100-0000 Occupancy Tax	<u>\$ 195,000</u>	<u>\$ 84,000</u>	<u>\$ 279,000</u>
<b>Expenditures</b>			
10-61-4110-5300-5601 Non-Departmental - Occupancy Tax	<u>\$ 190,000</u>	<u>\$ 84,000</u>	<u>\$ 274,000</u>

To increase occupancy tax expenses to match receipts

<b>3. Expenditures</b>			
10-20-5300-5300-3470 Fire - Reimburse Vol. Fireman	\$ 118,000	\$ (118,000)	\$ -
10-20-5300-5100-0220 Fire - Vol. Fireman	<u>-</u>	<u>118,000</u>	<u>118,000</u>
	<u>\$ 118,000</u>	<u>\$ -</u>	<u>\$ 118,000</u>

To relocate volunteer firemen stipend to salary line

<b>4. Revenue</b>			
10-20-3300-3307-0010 SAFR Grant	<u>\$ -</u>	<u>\$ 78,143</u>	<u>\$ 78,143</u>
<b>Expenditures</b>			
10-20-5300-5100-0200 Fire - Salaries	<u>\$ 877,828</u>	<u>\$ 78,143</u>	<u>\$ 955,971</u>

To fund salaries paid by SAFR Grant

<b>5. Revenue</b>			
10-40-3400-3403-0001 Riverside Cemetery Lot Sales	<u>\$ 2,500</u>	<u>\$ 20,000</u>	<u>\$ 22,500</u>
<b>Expenditures</b>			
10-60-5500-5300-3410 General Services - Riverside Ext.	<u>\$ 2,500</u>	<u>\$ 20,000</u>	<u>\$ 22,500</u>

To fund additional lot sales at Riverside Cemetery



**6. Revenue**

10-00-3900-3900-0000 Fund Balance Appropriation	\$ -	\$ 125,000	\$ 125,000
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**Expenditures**

10-76-5800-5970-9100 Tranfer to GF Capital Projects	\$ 50,000	\$ 125,000	\$ 175,000
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To change the funding source for the Street Sweeper purchase from loan to fund balance

**7. Expenditures**

10-10-4900-5300-0800 Planning - Training and Confer.	\$ 3,600	\$ 2,700	\$ 6,300
10-20-5300-5100-0250 Fire - Overtime	10,000	7,000	17,000
10-20-5300-5100-0500 Fire - FICA	67,912	3,000	70,912
10-30-5600-5700-7400 Streets - Capital Outlay	30,000	7,000	37,000
10-40-5800-5300-4501 Sanitation - Service Contracts	1,000	15,000	16,000
10-00-9990-5300-0000 General Fund Contingency	52,658	(34,700)	17,958
	<u>\$ 165,170</u>	<u>\$ -</u>	<u>\$ 165,170</u>

To balance departments at year end

**WATER/SEWER FUND****8. Expenditures**

30-00-9990-5300-0000 Water Contingency	\$ 80,815	\$ (5,000)	\$ 75,815
30-71-7200-5300-0771 Water - Unemploy. Comp.	-	5,000	5,000
	<u>\$ 80,815</u>	<u>\$ -</u>	<u>\$ 80,815</u>

To fund unemployment claims reimbursement to the State

**ELECTRIC FUND****9. Expenditures**

31-76-7230-5970-9110 Elect. - Transfer to Electric CRF	\$ 115,000	\$ (115,000)	\$ -
31-76-7230-5970-9102 Elect. - Transfer to Electric CPF	847,415	115,000	962,415
	<u>\$ 962,415</u>	<u>\$ -</u>	<u>\$ 962,415</u>

To move Capital Reserve Fund Budget to Capital Project Fund to encumber for next years Bucket Truck purchase

**10. Expenditures**

31-72-7230-5300-4501 Elect. - Service Contracts	\$ 193,000	\$ (60,000)	\$ 133,000
31-72-7230-5300-4401 Elect. - Debit/Credit Card Fee	-	60,000	60,000
	<u>\$ 193,000</u>	<u>\$ -</u>	<u>\$ 193,000</u>

To move bank charges for merchant services to expense line solely dedicated to these cost

**11. Expenditures**

31-00-9990-5300-0000 Electric Contingency	\$ 609,275	\$ (5,000)	\$ 604,275
31-72-7230-5300-0771 Electric - Unemploy. Comp.	-	5,000	5,000
	<u>\$ 609,275</u>	<u>\$ -</u>	<u>\$ 609,275</u>

To fund unemployment claims reimbursement to the State



**GENERAL CAPITAL PROJECT FUND****12. Revenues**

46-40-3980-5800-0002 Loan/Street Sweeper	\$ 125,000	\$ (125,000)	\$ -
46-75-3870-3870-0300 Transfer General Fund	<u>1,309,083</u>	<u>125,000</u>	<u>1,434,083</u>
	<u>\$ 1,434,083</u>	<u>\$ -</u>	<u>\$ 1,434,083</u>

To change the funding source for the purchase of Street Sweeper from loan to fund balance

**13. Revenue**

46-75-3870-3870-0300 Transfer General Fund	<u>\$1,309,083.00</u>	<u>\$ 108,095.00</u>	<u>\$ 1,417,178.00</u>
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**Expenditures**

46-20-5300-5700-7402 JAS Building Purchase and Refurbi	<u>\$ 425,750.00</u>	<u>\$ 108,095.00</u>	<u>\$ 533,845.00</u>
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To fund cost of refurbishing JAS building

**14. Revenue**

46-60-3800-3800-6204 Miracle Park - Friends of the Park	<u>\$ -</u>	<u>\$ 62,000.00</u>	<u>\$ 62,000.00</u>
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**Expenditures**

46-60-6200-5700-7406 Miracle Park - Phase I	<u>\$ 701,000.00</u>	<u>\$ 62,000.00</u>	<u>\$ 763,000.00</u>
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To fund overages at Miracle Park

**Firemen Relief Fund****15. Revenue**

50-3900-3900-000 Fund Balance Appropriations	<u>\$ -</u>	<u>\$ 11,000</u>	<u>\$ 11,000</u>
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**Expenditures**

50-20-5310-5300-3500 Firemen Supplemental Retirement	<u>\$ 9,060</u>	<u>\$ 11,000</u>	<u>\$ 20,060</u>
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To balance the Firemen Relief Fund at year end

Approved by the Smithfield Town Council this the \_\_\_\_\_ day of June, 2018

\_\_\_\_\_  
M. Andy Moore

ATTEST:

\_\_\_\_\_  
Shannan Parrish, Town Clerk



**EXHIBIT A**

**ENCUMBRANCES FROM 2017-2018 TO 2018-2019**

**GENERAL FUND**

10-10-4100-5300-4501	Service Contracts (Pay Study)	\$	20,000
10-10-4100-5700-7400	Ordinance Codification	\$	10,000
10-61-4110-5300-5710	Non-Departmental - Economic Development		24,000
10-10-4900-5300-4502	Planning - Condemnation		50,000
10-20-5100-5300-3305	Police - Miscellaneous		7,000
10-60-5500-5300-3440	General Services - Appearance Commission		7,000
10-60-5500-5700-7400	General Services - Capital Outlay (Mausoleum Roof)		8,000
10-30-5600-5300-7300	Streets - Sidewalks & Curb (Booker Dairy Side Walks)		103,906
10-30-5700-5700-7310	Powell Bill - Resurface		260,000
10-60-6200-5300-3900	Recreation - Swimming Pool Demolition		10,000
10-60-6200-5700-7400	Recreation - Capital Outlay (Dog Park)		6,000
		<u>\$</u>	<u>505,906</u>

**WATER FUND**

30-71-7200-5700-7400	Water Plant - Capital Outlay	\$	24,157
30-71-7220-5700-7400	Water/Sewer Distribution Plant - Capital Outlay		163,736
		<u>\$</u>	<u>187,893</u>

**ELECTRIC FUND**

31-76-7230-5970-9102	Electric - Transfer to Electric CPF (Bucket Truck)	\$	115,000
			-
		<u>\$</u>	<u>115,000</u>

**J.B. GEORGE BEAUTIFICATION FUND**

40-61-4100-5300-3400	J.B. George Projects	\$	761
40-61-4100-5300-3410	J.P. George Projects		257
		<u>\$</u>	<u>1,018</u>

APPROVED: \_\_\_\_\_  
M Andy Moore, Mayor

VERIFIED: \_\_\_\_\_  
Shannan Parrish, Town Clerk

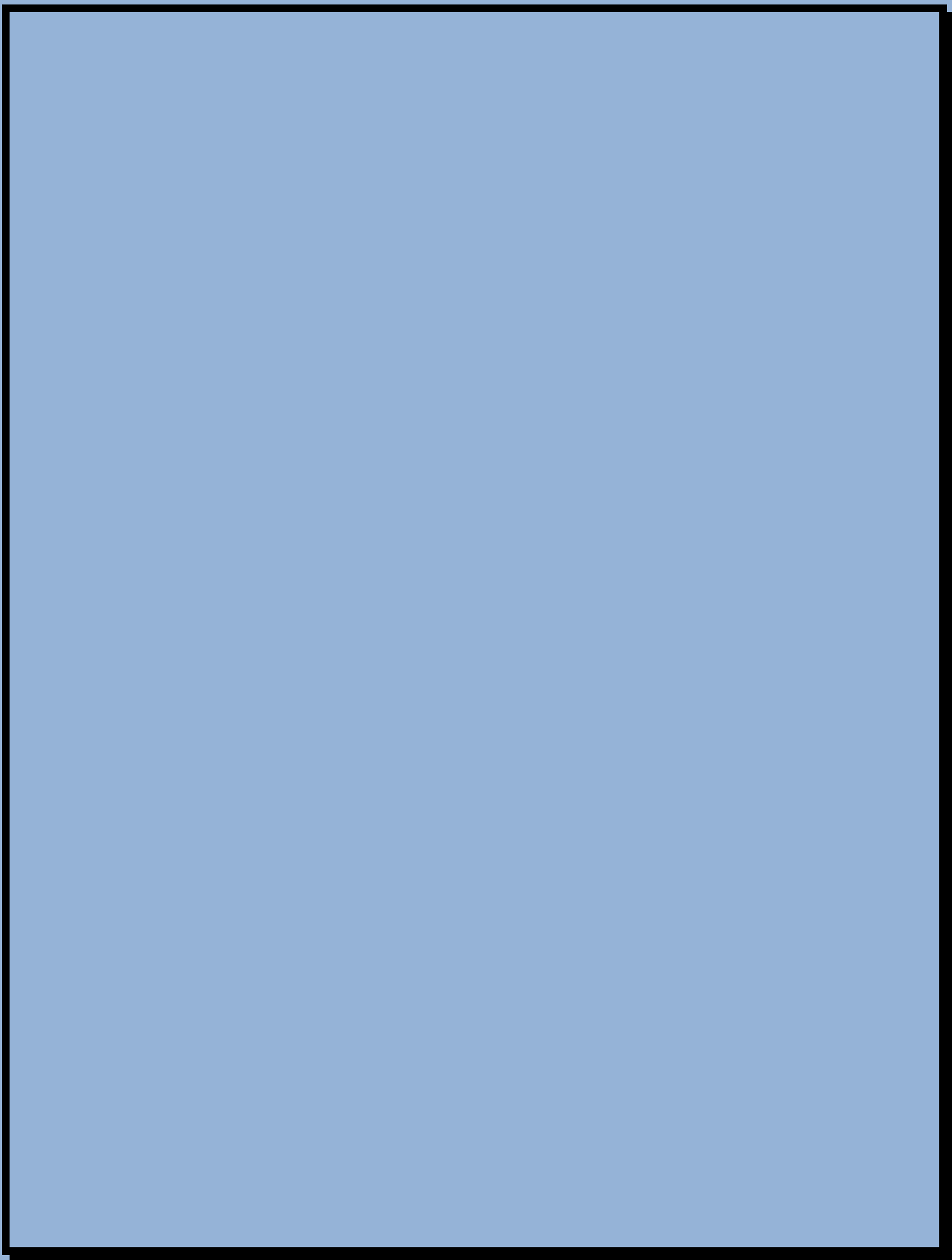






# Financial Report

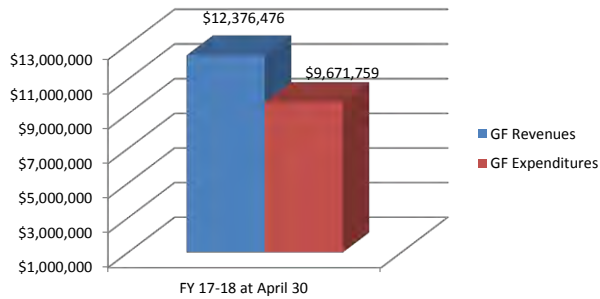




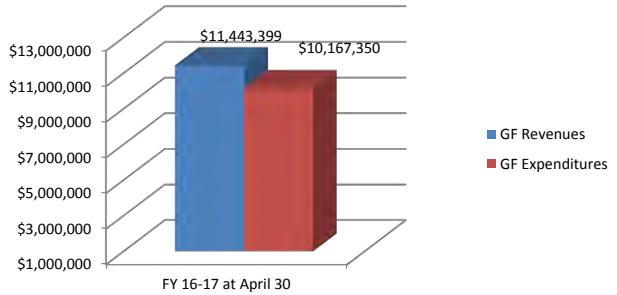


## Town of Smithfield Revenues vs. Expenditures

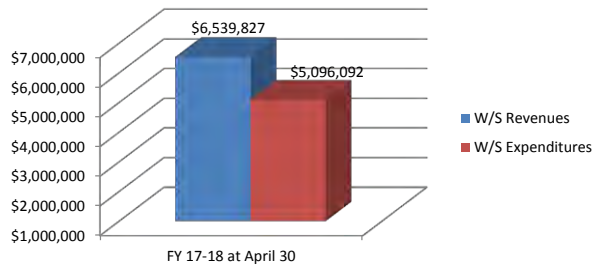
**2018 YTD GF Revenues vs. Expenditures**



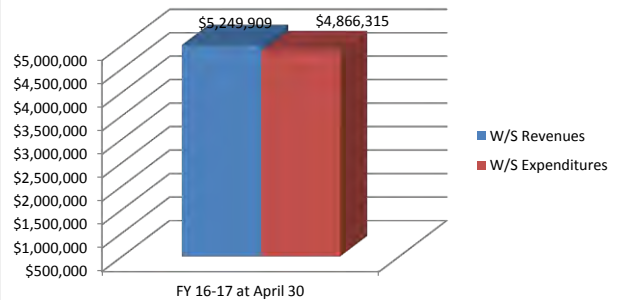
**2017 GF Same Period**



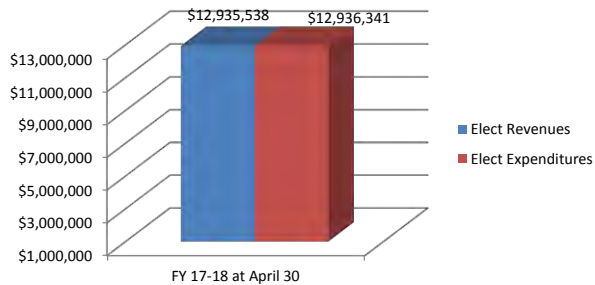
**2018 YTD W/S Revenues vs. Expenditures**



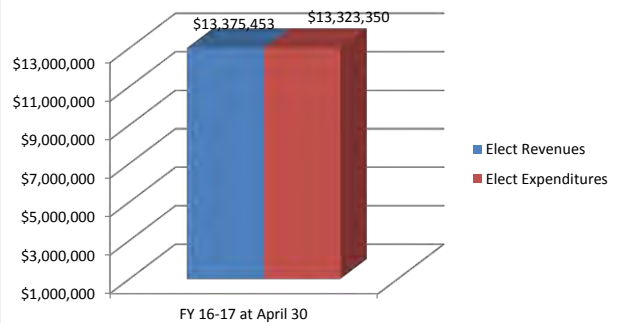
**2017 W/S Same Period**



**2018 YTD Electric Revenues vs. Expenditures**



**2017 Electric Same Period**





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

**April, 2018**

**Gauge: 10/12 or 83.33 Percent**

**83.33%**

**GENERAL FUND**

	Frequency	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Collected
<b>Revenues</b>					
Current & Prior Year Property Taxes	Monthly	\$ -	\$ 5,559,000	\$ 5,683,953	102.25%
Motor Vehicle Taxes	Monthly	-	500,000	443,667	88.73%
Utility Franchise Taxes	Quarterly	-	975,000	714,357	73.27%
Local Option Sales Taxes	Monthly	-	2,065,019	1,676,046	81.16%
Aquatic and Other Recreation	Monthly	-	765,100	629,785	82.31%
Sanitation	Monthly	-	1,305,500	1,016,762	77.88%
All Other Revenues		-	1,569,871	1,950,292	124.23%
Loan Proceeds		-	25,400	-	0.00%
Transfers (Electric and Fire Dist.)		-	261,614	261,614	100.00%
Fund Balance Appropriated		-	431,896	-	0.00%
Total		\$ -	\$ 13,458,400	\$ 12,376,476	91.96%

	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Spent
<b>Expenditures</b>				
General Gov.-Governing Body	\$ -	\$ 382,278	\$ 299,379	78.31%
Non Departmental	-	856,674	688,010	80.31%
Debt Service	-	1,342,760	1,016,061	75.67%
Finance	-	143,501	120,615	84.05%
Planning	-	646,951	233,685	36.12%
Police	-	3,745,925	2,804,588	74.87%
Fire	-	1,651,559	1,383,095	83.74%
EMS	-	-	-	#DIV/0!
General Services/Public Works	-	638,764	374,206	58.58%
Streets	-	570,388	370,293	64.92%
Motor Pool/Garage	-	91,391	51,782	56.66%
Powell Bill	-	322,725	41,987	13.01%
Sanitation	-	1,097,678	883,816	80.52%
Parks and Rec	-	962,819	676,977	70.31%
SRAC	-	932,329	727,265	78.01%
Contingency	-	72,658	-	0.00%
Appropriations/Contributions	-	-	-	0.00%
Total	\$ -	\$ 13,458,400	\$ 9,671,759	71.86%

YTD Fund Balance Increase (Decrease)

-

-



83.33%

**WATER AND SEWER FUND**

	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Collected
<b>Revenues</b>				
Water Charges	\$ -	\$ 2,560,000	\$ 1,936,975	75.66%
Water Sales (Wholesale)	-	\$ 955,000	\$ 1,063,061	111.32%
Sewer Charges	-	3,350,000	2,805,904	83.76%
Tap Fees	-	15,500	10,740	69.29%
All Other Revenues (Includes Grants)	-	121,000	723,147	597.64%
Loan Proceeds	-	-	-	#DIV/0!
Fund Balance Appropriated	-	99,017	-	0.00%
Total	\$ -	\$ 7,100,517	\$ 6,539,827	92.10%

	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Spent
<b>Expenditures</b>				
Water Plant ( <b>Less Transfers</b> )	\$ -	\$ 1,751,006	\$ 1,402,606	80.10%
Water Distribution/Sewer Coll ( <b>Less Transfers</b> )	-	3,906,658	2,388,059	61.13%
Transfer to General Fund	-	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	585,000	630,833	107.83%
Debt Service	-	717,038	674,594	94.08%
Contingency	-	140,815	-	0.00%
Total	\$ -	\$ 7,100,517	\$ 5,096,092	71.77%

**ELECTRIC FUND**

	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Collected
<b>Revenues</b>				
Electric Sales	\$ -	\$ 16,400,000	\$ 12,572,403	76.66%
Penalties	-	315,000	283,692	90.06%
All Other Revenues	-	46,000	97,443	211.83%
Loan Proceeds	-	-	-	
Fund Balance Appropriated	-	111,566	-	
Total	\$ -	\$ 16,872,566	\$ 12,953,538	76.77%

	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Spent
<b>Expenditures</b>				
Administration/Operations	\$ -	\$ 2,048,433	\$ 1,538,130	75.09%
Purchased Power - Non Demand	-	12,800,000	4,711,496	36.81%
Purchased Power - Demand	-	-	4,431,922	#DIV/0!
Purchased Power - Debt	-	-	963,480	#DIV/0!
Debt Service	-	359,972	351,278	97.58%
Capital Outlay	-	103,672	6,406	
Contingency	-	609,275	-	



Transfers to Electric Capital Proj Fund	750,000	847,415		
Transfer to Electric Capital Reserve	115,000	-		
Transfers to General Fund	-	86,214	86,214	100.00%
Total	\$ -	\$ 16,872,566	\$ 12,936,341	76.67%

#### CASH AND INVESTMENTS

General Fund (Includes P. Bill)	11,533,456			
Water and Sewer Fund	6,249,394			Interest Rate
Electric Fund*	9,399,458			
Booker Dairy Road Fund (44)	260,406			
Capital Project Fund: Wtr/Sewer (45)	463,271	1st CITIZENS	21,210,271	0.20%
Capital Project Fund: General (46)	(510,977)	NCCMT	2,295,671	1.300%
Capital Project Fund: Electric (47)	857,833	STIFEL	-	Market
Firemen Relief Fund (50)	130,892	KS BANK	3,726,741	1.10%
Fire District Fund (51)	8,110	FOUR OAKS	1,290,135	0.85%
JB George Endowment (40)	130,975	PNC BANK	-	0.00%
Total	\$ 28,522,818		\$ 28,522,818	

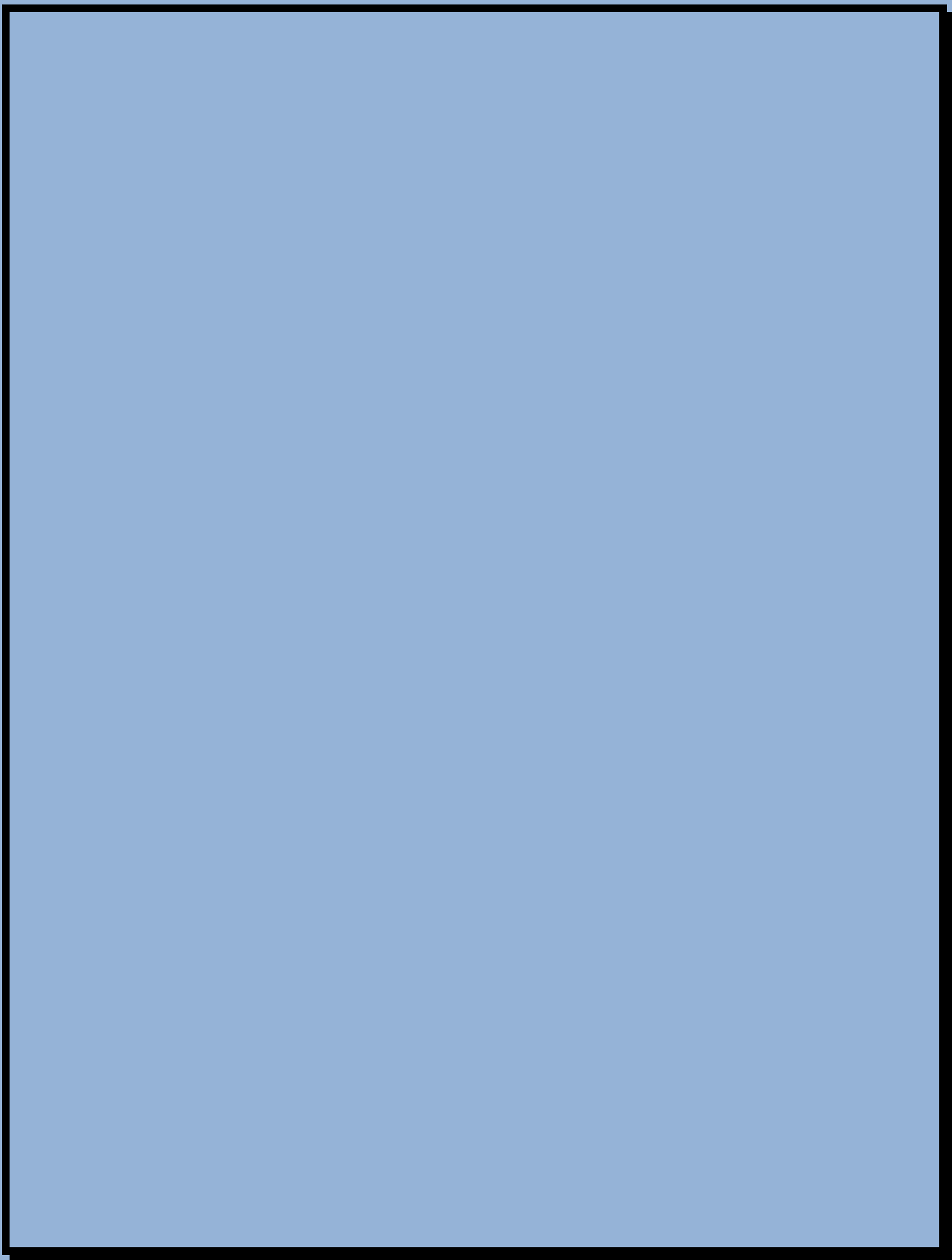
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Account Balances Confirmed By Finance Director on 4/20/2018



# Department Reports









# Staff Report

## Economic Development Update

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**Date of Meeting:** June 05, 2018      **Date Prepared:** May 25, 2018

**Staff Work By:** Tim Kerigan, Economic Development Liaison

### **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.

Please see the attached most recent Implementation Activities and Progress Matrix.

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

### **Action Requested**

No action requested.



## Smithfield Economic Development Implementation Activities APR/MAY 2018

1. Product Development – continued communications with the owners/representatives of the properties that will be included in the West Smithfield Industrial Park. Repeated attempts to contact the representative of two parcels have been to no avail. Geotechnical, engineering, and environmental evaluations are on-going. In addition, other required information, such as utility availability, highway access, zoning, and the required title search is being prepared and assembled for the certification package.
2. Golden LEAF Grant -additional information regarding the West Smithfield Industrial Park, such as the estimated jobs the park could create, and the average wage level will be calculated for submission to the Golden LEAF as further justification of the grant funding.
3. Product Development-Recertification – continued to follow up with the co-owner of the property. The issues with the property are still pending. The co-owner recommended following up again in a month
4. BRE - contacted several companies via phone to discuss the town's renewed emphasis on BRE. Scheduled meetings with Penn Compression and OPW for June.

Tim and Rocky met with Chris McDonald of the Country Club of Johnston County to discuss the BRE program and the role the Club could play in economic development for the town. Chris was appreciative of the visit and offered his support for the town in its new business recruitment and existing industry support programs.

5. Met with Bruce Naegelen, Community Development Planner with the N.C. Department of Commerce. Bruce outlined various services his office could provide to the town. Bruce presented general information on a wide range of services. Several potential areas were identified and there will be follow-up with Naegelen.
6. Conducted a conference call with a developer that has deep experience renovating/rehabilitating old facilities in multiple communities in several states. This developer is familiar with the Old Town Hall and indicated that he and his partner may have some interest in the renovation of the property and possibly other projects in Smithfield. A meeting and tour of the facility was scheduled for May.



# SMITHFIELD STRATEGIC PLAN IMPLEMENTATION-24MAY18

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
Develop overall support for the Economic Development Program					
	Develop and increase support for the Town's economic development efforts	Smithfield-Selma Chamber of Commerce		Good contact and support established with the organization. Tim attends Chamber meetings regularly	
		Commercial Realtors		Maintaining on-going contact with realtors.	
				Maintaining on-going contact with SEDAC.	Make an update presentation on economic development activities to the SEDAC at their November meeting.
371				Meeting with Tony Nixon to discuss needs, challenges, and opportunities in the community.	Received a listing of East Smithfield concerns submitted to the former town manager by the East Smithfield Improvement Organization.
		East Smithfield		Meeting with business community via BRE program.	Additional meetings with the business community are being scheduled via BRE activities.
		Business Community			
Existing Business & Industry Support					
	Reestablish the Existing Industry Outreach Program				Reprioritization of Plan of Work will put a focus on Existing Business and Industry Support.
	Develop a contact directory of Existing Industries			Initial Directory completed and will be updated regularly.	Contacted business owners via phone to discuss the renewed BRE Program.



ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Developing an introductory letter to be mailed by January 2017				
	Schedule visitations			Visitations are on-going.	Contacted several companies via phone to discuss the town's renewed emphasis on BRE. Scheduled meetings with Penn Compression and OPW for June.
					Met with Chris McDonald of the Country Club of Johnston County to discuss the BRE program and the role the Club could play in economic development for the town. Chris was appreciative of the visit and offered his support for the town in its new business recruitment and existing industry support programs.
	Determine Recognition Activities			Options discussed and being considered.	
New Business Recruitment	Identify needs of major companies in the County that Smithfield can capitalize on	JCED		Met with Chris Johnson and discussed business attraction and expansion issues, including product and workforce.	



ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
					Met with Durwood Stephenson regarding an initiative that would be of great benefit to the town, and would assist in the recruitment of other businesses.	
Town Image/Gateways						
	Gateways					
		Identify areas for improvement	SEDAC		Meetings to be scheduled in conjunction with Visioning/Branding and the development of the Strategic Communication Plan (SCP) to more fully discuss the issue.	Met with a developer who expressed developing a parcel located a one of Smithfield's gateways. The developer has been involved in many successful projects and what the vision he expressed for the property would greatly enhance the area and improve the aesthetics. We will follow up with the developer to identify ways that we can encourage him to make his vision a reality.
			East Smithfield - Tony Nixon Business Community		Tony Nixon of the East Smithfield Improvement organization was identified as the best person to contact re: to East Smithfield issues.	Information will be gathered on the different areas of the town, including East Smithfield, in the development of the SCP and Visioning/Branding efforts.
	Conduct a Visioning/Branding process					



ACTIVITY		TASK	PARTNER	RESOURCES NEEDED		STATUS	NOTES
			ElectriCities/ Business Community/ SEDAC/East Smithfield			Town Council agreed to move forward with the development of the Strategic Communication Plan at their 07MAR17 meeting and a draft is being prepared by ElectriCities for review.	Received a draft strategic communications plan from Michelle Vaught, VP of Marketing for ElectriCities.
						A decision on what level of Visioning/Branding effort the town feels is appropriate will be made after a review of the SCP.	
						A decision on what level of Visioning/Branding effort the town feels is appropriate will be made after a review of the SCP.	
374							
Product Development							



ACTIVITY	INDUSTRIAL SITES AND BUILDINGS	TASK	PARTNER	RESOURCES NEEDED		STATUS	NOTES
		Increase the Town's product inventory	County and SEDAC			<p>Contacted one of the Wellons-Howell property owners to discuss recertification. Reached out to owners of other properties identified as suitable for development as industrial sites. Searching for other suitable properties for evaluations and inclusion in the town's product inventory</p> <p>Continued to follow up with the co-owner of the property. The issues with the property are still pending. The co-owner recommended following up again in a month</p>	
						<p>The town is partnering with Johnston County Economic Development on assembling properties for an industrial park that will then be certified. Five parcels lie within the town's corporate limits. Land owners will be contacted to secure the properties for the project.</p> <p>Geotechnical, engineering, and environmental evaluations are ongoing. In addition, other required information, such as utility availability, highway access, zoning, and the required title search is being prepared and gathered for the certification package.</p>	



ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
						Continued the effort to contact the representative of the last two parcels that could be included in the industrial park, but to no avail. If the owners decide that they would like to be included, the parcels could be included in the recertification.
	Infrastructure Improvements					
					The county has received, or will receive grant funding for economic development related projects from the Golden LEAF Foundation. One of the projects identified is the extension improvement of water/sewer lines along the U.S. 70 corridor, which will serve the new industrial park. The GL Board will approve the projects at their April meeting.	Estimates for the number of jobs that West Smithfield Industrial Park could support and the average wage of those jobs are being prepared to be included in a follow up information request from the Golden LEAF in support of the grant.
		Golden LEAF Grant	Public Works Department- Johnston County			
Downtown Redevelopment						



ACTIVITY		TASK	PARTNER	RESOURCES		NOTES
				NEEDED	STATUS	
	Renovation and redevelopment of Downtown properties	Redevelopment of the former Town Hall			The final report on the redevelopment of the Old Town Hall by the UNC SOG graduate student class was presented on	Conducted a conference call with a developer that has deep experience renovating/rehabilitating old facilities in multiple communities in several states. This developer is familiar with the Old Town Hall and indicated that he and his partner may have some interest in the renovation of the property and possibly other projects in Smithfield. A meeting and tour of the facility was scheduled for May.
Internal/External Marketing						
	Internal	Identify the Economic Development Program Spokesman			Tim Kerigan is the spokesperson for the Economic Development Program.	
		Develop a newsletter			Exploring options for newsletter.	
	External	Develop Marketing Materials			The marketing flyer has been reviewed and finalized, utilizing town staff resources.	The ElectriCities Smart Communities Grant Award receipt and its required match will be placed on the Town Council agenda for their February meeting.
	Internal/External					



ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Strategic Communications Plan			Received a draft strategic communications plan, social media presentation, social media content calendar, and references to additional resources for social media.	The documents are being reviewed and assessed as to how best to utilize the information.
Johnston Community College					
378	Identify JCC needs that can be translated into economic development activities	Convene a meeting with JCC leadership to discuss opportunities for collaboration	JCC	Follow up meeting with Dr. Johnson and Dr. McGraw to continue earlier discussion and identify other areas of collaboration.	Follow-up with the college in regards to the building will be late in the Spring.
Incentives					
	Review the Town's Incentives to assess the Town's competitiveness			A list of typical incentive practices was developed for consideration of incentive proposals for current and future prospects	A conference call with Mike Scott, Mike Fleming, Tim and Rocky was conducted with Ernie Pearson, an attorney and SHEDC partner with extensive experiences in incentives was held to discuss practices and procedures.
Retirement Development	Determine interest in advancing this initiative				



ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
Residential Development					
	Assess Housing Stock	Tax Office Planning Department Local Realtors		Working with the SEDAC Redevelopment Committee to explore options of increasing/enhancing the housing stock in the town limits, primarily near downtown.	
				The OTH was adopted by a graduate class of the UNC School of City and Regional Planning.	A conference call with Ernie Pearson and Mike Scott, Mike Fleming, Tim, and Rocky was held to discuss the various ways that residential renovation/revitalization/develop- ment might be encouraged.
Retail Development					
	Expanding the Retail offerings of the Town	ElectriCities-Retail Strategies		Discussions were held with a retail developer that has an interest in the town for a project.	
					Tim met with Supt. Renfro to discuss the Smithfield Economic Development program and explore areas of collaboration and support
Public Education					





## **FINANCE DEPARTMENTAL REPORT FOR APRIL, 2018**

### **SUMMARY OF ACTIVITIES:**

Daily Collections/Property Taxes/Other .....	\$4,700,573
Franchise Tax.....	0
Sales & Use Tax.....	188,335
Powel Bill.....	<u>0</u>
<b>Total Revenue</b>	<b>\$4,888,908</b>

Expenditures: General, Water, Electric and Firemen's Fund..... \$4,052,422

### **FINANCE:**

- Compiled and submitted monthly retirement report on 4/30/18
- Issued 64 purchase orders
- Processed 682 vendor invoices for payment and issued 3975 accounts payable checks
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll taxes on 4/6/2018 and 4/20/2018
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Collected \$0.00 on past due privilege license fees. **NOTE:** Total collected now at \$10,714. The past due collections are the result of mailing some 287 past due notices to local businesses. Approximately 40 second notices were sent
- Sent 0 past due notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$7,026
- Processed 13 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$24,187.62 (EMS = \$8,584.57; SRAC = \$4,894.21; Utility= \$10,708.84; and Other = \$0).
- Invoiced seven (7) grave openings for a total of \$4,900
- Invoiced Smithfield Housing Authority and Johnston Community College for Police Security
- Paid \$0 to First Citizens Bank for bank fees in February
- Paid \$4,901.31 to PNC Bank for credit/debit card fees
- Discovered system error with penalties in cycle 2 which caused penalties to be assessed to some 450 accounts. Reversed penalties on all accounts inadvertently charged a penalty.
- Discovered some 770 utility accounts not sent a 4/30/2018 bill. To date have not gotten an explanation from Tyler on cause
- Set up all but 2 or 3 employees to receive biweekly paystub via email

### **FINANCE DIRECTOR**

- Attended Town Council Meeting on April 3, 2018
- Attended Department Head Staff meeting on April 17, 2018
- Attended budget review meeting on April 17, 2018
- Prepared and email Request for Proposal on Street Sweeper loan
- Attended after hours budget meeting on April 24, 2018
- Completed the 2018 Memorandum of Participation for Separation Allowance Benefit Actuarial Study of Law Enforcement Officers on April 25, 2018
- Discovered and transferred balance from 12 inactive accounts of Austin Manor to their office account



- Completed the Memorandum of Participation for GASB 75 Valuation of the Other Post-Employment Benefits on April 27, 2018
- Participated in Tyler online bill pay training on April 26, 2018
- Attended after hours budget meeting on April 26, 2018





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

## BOARD ACTIONS REPORT - 2018

	April	Calendar Year to date
<b>Town Council</b>		
Zoning Map Ammendments	1	5
Special Use Permit	0	3
Zoning Ordinance Amendments	2	5
Major Subdivisions	0	0
Annexations	0	0
Special Events	4	6
Site Plan	0	0
<b>Planning Board</b>		
Zoning Map Amendments	0	4
Zoning Ordinance Ammendments	0	5
Major Subdivisions	0	0
<b>Board of Adjustment</b>		
Variance	0	0
Admin Appeal	0	0
<b>Historic Properties Commission</b>		
Certificate of Appropriateness	0	0
Historic Landmarks	0	0





**Town of Smithfield**  
**Planning Department**  
**350 E. Market St Smithfield, NC 27577**  
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**Fax: 919-934-1134**

## Permit Issued for April 2018

		Permit Fees	Permits Issued
Site Plan	Major Site Plan	100.00	1
Site Plan	Minor Site Plan	\$250.00	4
Zoning	Land Use	\$1,100.00	18
	Report Period Total:	\$1,450.00	23
	Fiscal YTD Total:	\$13,975.00	201

Z18-000055	Zoning	Land Use	Single Family Dwelling	15 Old Mallard Road
Z18-000056	Zoning	Land Use	12' X 22' Carport	814 South Vermont Street
Z18-000057	Zoning	Land Use	Fiber Technologies Networks, LLC	110 South Fifth Street
SP18-000007	Site Plan	Minor Site Plan	Single Family Dwelling	130 Whippoorwill Drive
SP18-000008	Site Plan	Minor Site Plan	Residential Accessory Structure	217 South Second Street
SP18-000009	Site Plan	Minor Site Plan	Thomas Concrete	Citation Lane
Z18-000063	Zoning	Land Use	Genesis Living Inc.	293 Bella Square
Z18-000064	Zoning	Land Use	Genesis Living Inc.	303 Bella Square
Z18-000065	Zoning	Land Use	Genesis Living Inc.	313 Bella Square
Z18-000059	Zoning	Land Use	Genesis Living Inc.	261 Bella Square
Z18-000060	Zoning	Land Use	Genesis Living Inc.	271 Bella Square
Z18-000061	Zoning	Land Use	Genesis Living Inc.	279 Bella Square
Z18-000062	Zoning	Land Use	Genesis Living Inc.	285 Bella Square
SP17-000048	Site Plan	Major Site Plan	Classic Ford	1324 N. Brightleaf Blvd
Z18-000066	Zoning	Land Use	Genesis Living Inc.	13 Altimont Street
Z18-000067	Zoning	Land Use	Genesis Living Inc.	29 Altimont Street
Z18-000068	Zoning	Land Use	Genesis Living Inc.	42 Altimont Street
Z18-000069	Zoning	Land Use	Genesis Living Inc	67 Altimont Street
Z18-000070	Zoning	Land Use	First Baptist Church	202 South Fourth Street
Z18-000071	Zoning	Land Use	Accessory Structure Addition	572 Turnage Road
SP18-000010	Site Plan	Minor Site Plan	Tart Building Renovations	245 College Road
Z18-000072	Zoning	Land Use	Administrative Office	332 Suite B N. Brightleaf Blvd
Z18-000073	Zoning	Land Use	She's Thrifty Upscale Thrift Store	331 East Market Street





**TOWN OF SMITHFIELD  
POLICE DEPARTMENT  
MONTHLY REPORT  
MONTH ENDING April 30, 2018**

**I. STATISTICAL SECTION**

Month Ending April 30, 2018	April-18	April-17	Total 2018	Total 2017	YTD Difference
Calls For Service	1805	1898	7271	7496	-225
Incident Reports Completed	157	148	571	615	-44
Cases Closed	116	108	405	284	121
Accident Reports	76	85	277	284	-7
Arrest Reports	135	118	428	481	-53
Burglaries Reported	6	9	22	35	-13
Drug Charges	40	22	134	144	-10
DWI Charges	5	11	21	36	-15
Citations Issued	213	179	843	837	6
Speeding	62	23	211	266	-55
No Operator License	39	48	178	164	14
Registration Violations	40	27	151	114	37

**II. PERSONNEL UPDATE**

The police department is currently short 2 positions at this time. Two officers are currently out due to health reason. Two officers are on leave due to birth of new baby.

**III. MISCELLANEOUS**

Mandatory in-service training was continued in April, with most courses be completed on line. Officers participated in the Special Olympics that took place at SSS High School. The department has taken part in several special events at the Hospital and SSS Strong Day during the month of April.



## REPORTED UCR OFFENSES FOR THE MONTH OF APRIL 2018

PART I CRIMES	April 2017	April 2018	+/-	Percent Changed	Year-To-Date 2017	Year-To-Date 2018	+/-	Percent Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	1	0	-1	-100%	1	0	-1	-100%
ROBBERY	1	1	0	0%	7	5	-2	-29%
Commercial	0	0	0	N.C.	1	1	0	0%
Individual	1	1	0	0%	6	4	-2	-33%
ASSAULT	5	3	-2	-40%	15	11	-4	-27%
* VIOLENT *	7	4	-3	-43%	23	16	-7	-30%
BURGLARY	8	6	-2	-25%	33	20	-13	-39%
Residential	5	4	-1	-20%	27	10	-17	-63%
Non-Resident.	1	0	-1	-100%	2	3	1	50%
Commercial	2	2	0	0%	4	7	3	75%
LARCENY	42	43	1	2%	163	145	-18	-11%
AUTO THEFT	3	0	-3	-100%	4	2	-2	-50%
ARSON	0	0	0	N.C.	0	0	0	N.C.
* PROPERTY *	53	49	-4	-8%	200	167	-33	-17%
PART I TOTAL:	60	53	-7	-12%	223	183	-40	-18%
PART II CRIMES								
Drug	18	37	19	106%	117	135	18	15%
Assault Simple	17	11	-6	-35%	49	49	0	0%
Forgery/Counterfeit	3	1	-2	-67%	22	14	-8	-36%
Fraud	4	4	0	0%	26	24	-2	-8%
Embezzlement	2	0	-2	-100%	5	1	-4	-80%
Stolen Property	0	3	3	N.C.	1	10	9	900%
Vandalism	5	5	0	0%	29	16	-13	-45%
Weapons	5	4	-1	-20%	15	9	-6	-40%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	1	2	1	100%	6	3	-3	-50%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	0	1	1	N.C.
D. W. I.	11	5	-6	-55%	34	20	-14	-41%
Liquor Law Violation	1	1	0	0%	1	3	2	200%
Disorderly Conduct	0	3	3	N.C.	3	5	2	67%
Obscenity	0	0	0	N.C.	0	1	1	N.C.
Kidnap	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	9	7	-2	-22%	32	27	-5	-16%
PART II TOTAL:	76	83	7	9%	340	318	-22	-6%
=====								
GRAND TOTAL:	136	136	0	0%	563	501	-62	-11%

N.C. = Not Calculable





**Town of Smithfield**  
**Fire Department**  
**April, 2018**

## I. Statistical Section

Responded to	2018 Apr.	Apr. IN	Apr. OUT	2017 Apr.	2018 IN	2018 OUT	2018 YTD	2017 YTD
<b>Total Structure Fires Dispatched</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>11</b>	<b>23</b>	<b>16</b>	<b>39</b>	<b>47</b>
*Confirmed Structure Fires (Our District)*	2	2	0	1	11	3	14	15
*Confirmed Structure Fires (Other Districts)*	2	0	0	2	0	0	3	17
<b>EMS/Rescue Calls</b>	<b>146</b>	<b>139</b>	<b>7</b>	<b>145</b>	<b>571</b>	<b>35</b>	<b>606</b>	<b>567</b>
<b>Vehicle Fires</b>	<b>4</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>10</b>	<b>2</b>	<b>12</b>	<b>2</b>
<b>Motor Vehicle Accidents</b>	<b>30</b>	<b>28</b>	<b>2</b>	<b>22</b>	<b>71</b>	<b>6</b>	<b>77</b>	<b>61</b>
<b>Fire Alarms (Actual)</b>	<b>12</b>	<b>10</b>	<b>2</b>	<b>12</b>	<b>38</b>	<b>6</b>	<b>44</b>	<b>47</b>
<b>Fire Alarms (False)</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>5</b>	<b>34</b>	<b>3</b>	<b>37</b>	<b>24</b>
<b>Misc./Other Calls</b>	<b>30</b>	<b>26</b>	<b>4</b>	<b>18</b>	<b>72</b>	<b>23</b>	<b>95</b>	<b>74</b>
*Mutual Aid (Received)*	2	0	0	5	0	0	23	23
*Mutual Aid (Given)*	6	0	0	8	0	0	26	35
*Overlapping Calls (Calls at the same time)*	28	0	0	55	0	0	122	116
<b>TOTAL EMERGENCY RESPONSES</b>	<b>234</b>	<b>216</b>	<b>18</b>	<b>215</b>	<b>819</b>	<b>91</b>	<b>910</b>	<b>822</b>

\* 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**).

	Apr.	YTD
Fire Inspections/Compliance Inspections	69	159
Public Fire Education Programs	3	9
Children in Attendance	389	434
Adults in Attendance	172	228
Plans Review Construction/Renovation Projects	1	24
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	3	87
Re-Inspections	6	75

## I. Major Revenues

	Apr.	YTD
<b>Inspections</b>	<b>\$1,600.00</b>	<b>\$5,625.00</b>
<b>False Alarms</b>	<b>\$125.00</b>	<b>\$1,975.00</b>
<b>Fire Recovery USA</b>	<b>\$792.00</b>	<b>\$3,878.40</b>
<b>EMS Debt Setoff</b>	<b>\$4,181.32</b>	<b>\$8,584.57</b>



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

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

- We have one vacancy in the FF1 position and are currently in the process of filling this opening.

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

- We participated in Fire prevention programs throughout the month of March: Dept. of Social Services for the child abuse awareness event, Seventh Day Adventist Church, Johnston health medical mall, Special Olympics at SSS High School, West Smithfield Elementary and at the SSS high school fire program.
- April 21<sup>st</sup> we held the dedication for Smithfield Fire Station #2 to celebrate the opening of the Fire Station in West Smithfield.



**Town of Smithfield  
Public Works Department  
April 30, 2018**



188 Total Work Orders completed by the Public Works Department

5 Burials, at \$700.00 each = \$3,500.00

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

\$0 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

441.35 tons of household waste collected

154 tons of yard waste collected

6.37 tons of recycling collected



**Town of Smithfield**  
**Public Works Drainage/Street Division**  
**Monthly Report**  
**April 30, 2018**



**I. Statistical Section**

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. The department assisted with several special events (i.e. Easter egg hunt, opening of miracle park and park) this month.
- c. 1 - Work Order – 40 Linear Feet Drainage Pipe installed.
- d. Installed landscape beds and maple trees at Miracle park field.
- e. 16 - Work Orders – 990lbs. of Cold Patch was used for 39 Potholes.

**II. Major Revenues**

None for the month

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

\$675.00 to HD Supply for pallet of cold patch asphalt, \$857.74 to All Star Flag for NC and American flags, \$3,250.00 to Barbour Beaver Control, \$1,154.02 to Traffic Distributor Links for bollards at Smithfield Crossing.

**IV. Personnel Update:**

None for the month

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

The Public Works Department monthly safety meeting with Sandy Altman from Johnston Health was on "Blood Borne Pathogens".



**Town of Smithfield  
Public Works Department  
April 30, 2018 Drainage Report**

Location: 275 N Equity Drive, 116 Henly Place, 902 Berkshire Road, North and Buffalo Rd, 110 W Carolina Ave, 1043 Outlet Center Drive, 907 Venture Drive, East and North Ave, 818, 701 -A East Street, 10-12 Woodsdale Drive, 706 Caswell, 410 Canterbury, 3<sup>rd</sup> and Church, 221 Hood Street.

Starting Date: 4/3/2018  
Completion Date: 4/30/2018  
Description: Repaired 39 Potholes with Perma Patch asphalt.  
Man-hours: 10hrs.  
Equipment: 401 pickup plus hand tools.  
Materials: 24.75 bags of Perma Patch asphalt.

Location: S 2<sup>nd</sup> Street Wetland Facility.  
Starting Date: 4/3/2018  
Completion Date: 4/3/2018  
Description: Removed obstructions at the culvert for positive drainage.  
Man-hours: 3hrs.  
Equipment: 420 Cat backhoe plus hand tools.  
Materials: N/A

Location: 406 Laurel Drive.  
Starting Date: 4/4/2018  
Completion Date: 4/4/2018  
Description: Cleaned obstructions and debris from ditch bank for positive drainage.  
Man-hours: 2hrs.  
Equipment: Hand tools.  
Materials: N/A

Location: 922 S 2<sup>nd</sup> Street.  
Starting Date: 4/5/2018  
Completion Date: 4/5/2018  
Description: Repaired ditch bank shoulder from storm damage.  
Man-hours: 2hrs.  
Equipment: 420 Cat backhoe, hand tools.  
Materials: 2 yards of fill dirt.

Location: Bookerdairy Road – Miracle League Baseball Field.  
Starting Date: 4/2/2018  
Completion Date: 4/6/2018  
Description: Planted and mulched 9 Maple Trees. Crews water in trees the first week before turning them over to the Parks and Rec department.  
Man-hours: 37hrs.  
Equipment: 420 Cat backhoe, 905 pickup with dump trailer.  
Materials: 9 maple trees, 8 yards of mulch, 4 gallons of roundup.



Location: Dead-end of Pinecrest.  
Starting Date: 4/10/2018  
Completion Date: 4/10/2018  
Description: Installed 40LF of 15RCP provided by property owner for driveway.  
Man-hours: 13.5hrs.  
Equipment: 420 Cat backhoe. 405 dump truck plus hand tools.  
Materials: One load of fill dirt from cemetery, one load of ABC stone.

Location: Hood and Gaston "Dirt roads".  
Starting Date: 4/11/2018  
Completion Date: 4/11/2018  
Description: Scrapped dirt roads.  
Man-hours: 14hrs.  
Equipment: 405 dump truck plus bobcat tractor.  
Materials: 28.38 tons of 57 stone.

Location: 3<sup>rd</sup> Street "Library".  
Starting Date: 4/11/2018  
Completion Date: 4/11/2018  
Description: Installed 4 yards of mulch in landscape beds.  
Man-hours: 5.25hrs.  
Equipment: 905 pickup plus dump trailer.  
Materials: 4yards of mulch.

Location: Johnson Park in West Smithfield.  
Starting Date: 4/12/2018  
Completion Date: 4/12/2018  
Description: Scrapped path entrance to park for Parks and Rec.  
Man-hours: 3hrs.  
Equipment: 405 dump truck plus bobcat tractor.  
Materials: 14.04tons of 57 stone.

Location: Miracle League Field.  
Starting Date: 4/12/2018  
Completion Date: 4/16/2018  
Description: Delivered 20 cones, 6 barricades and 10 event containers for event.  
Man-hours: 2hrs.  
Equipment: 401 plus cone trailer.  
Materials: N/A

Location: Johnston Health Parking Lot.  
Starting Date: 4/12/2018  
Completion Date: 4/16/2018  
Description: Delivered 30 cones, 15 barrels and 12 reflective vests for event.  
Man-hours: 2hrs.  
Equipment: 401 plus cone trailer.  
Materials: N/A



Location: Hastings House.  
 Starting Date: 4/13/2018  
 Completion Date: 4/13/2018  
 Description: Mulched the landscape beds around building. Sprayed lawn for weed control.  
 Man-hours: 7hrs.  
 Equipment: 905 plus dump trailer.  
 Materials: 5 yards of mulch. speed zone southern plus blue dye.

Location: West Street dead end, 818 East Street.  
 Starting Date: 4/16/2018  
 Completion Date: 4/16/2018  
 Description: Cleaned out storm drain lines for positive drainage.  
 Man-hours: 6hrs.  
 Equipment: Jet truck.  
 Materials: N/A

Location: 409 Bridge Street "St. Mark Church".  
 Starting Date: 4/17/2018  
 Completion Date: 4/17/2018  
 Description: Scraped dirt path down drain line area.  
 Man-hours: 2hrs.  
 Equipment: 420 cat backhoe, 405 dump truck.  
 Materials: 13.80tons of 57 stone.

Location: Greenway trail behind the log cabin.  
 Starting Date: 4/18/2018  
 Completion Date: 4/18/2018  
 Description: Installed drain lines under path for positive drainage.  
 Man-hours: 20 hrs.  
 Equipment: 420 backhoe, 408 flatbed.  
 Materials: Three 16ft six inch lines, three 80lbs. bags of concrete, one yard of 57 stone.

Location: Smithfield Crossing.  
 Starting Date: 4/19/2018  
 Completion Date: 4/19/2018  
 Description: Installed 19 yellow reflective post to help flow traffic.  
 Man-hours: 9.5hrs.  
 Equipment: 401 pickup plus hand tools.  
 Materials: 19 post plus anchor post.



Location:	3 <sup>rd</sup> Street beside Heritage Center.
Starting Date:	4/20/2018
Completion Date:	4/20/2018
Description:	Removed a limb that was hanging from the street tree near parking space. The hanging limb appeared to be damaged by a large truck.
Man-hours:	.5hrs
Equipment:	905 pickup.
Materials:	N/A
Location:	5 <sup>th</sup> Street FEMA lots, lot beside travel Odyssey, 2 <sup>nd</sup> Ave, 3 <sup>rd</sup> Ave and Martin, Woodall and SBL FEMA lots.
Starting Date:	4/26/2018
Completion Date:	4/26/2018
Description:	Cut FEMA lots.
Man-hours:	8.5hrs.
Equipment:	Mowers plus hand tools.
Materials:	N/A
Location:	Front Street, Johnston Street, 3 <sup>rd</sup> and 4 <sup>th</sup> Street, Church Street.
Starting Date:	4/30/2018
Completion Date:	4/30/2018
Description:	Removed low hanging limbs, cut Hasting house and sprayed for fire ants to prepare for Ham and Yam Festival.
Man-hours:	10.5hrs.
Equipment:	905 pickup plus dump trailer, mowers and hand tools.
Materials:	N/A



**Town of Smithfield**  
**Public Works Appearance Division**  
**Cemetery, Landscapes, and Grounds Maintenance**  
**Buildings, Facilities, and Sign Division**  
**Monthly Report**  
**April 30, 2018**



**I. Statistical Section**

5 \_\_\_\_\_ Burials

8 \_\_\_\_\_ Works Orders – Buildings & Facilities Division

22 \_\_\_\_\_ Work Orders – Grounds Division

35 \_\_\_\_\_ Work Orders – Sign Division

**II. Major Revenues**

Sunset Cemetery Lot Sales:	\$0.00
Riverside Ext Cemetery Lot Sales:	\$0.00
Grave Opening Fees:	\$3,500
Total Revenue:	\$3,500

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

\$988.20 TO Coor Farm Supply for Fertilizer, \$6,827.74 for new Welcome Banners and Christmas Banners.

**IV. Personnel Update:**

None for the month

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

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Public Works Department monthly safety meeting with Sandy Altman from Johnston Health was on "Blood Borne Pathogens".



**Town of Smithfield**  
**Public Works Fleet Maintenance Division**  
**Monthly Report**  
**April 30, 2018**



**I. Statistical Section**

  4   Preventive Maintenances  
  0   North Carolina Inspections  
 34  Work Orders

**II. Major Revenues**

None for the month

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

None for the month

**IV. Personnel Update:**

None for the month

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

The shop employee performed preventive maintenances on all Town owned generators. The Public Works Department monthly safety meeting with Sandy Altman from Johnston Health was on "Blood Borne Pathogens".



**Town of Smithfield**  
**Public Works Sanitation Division**  
**Monthly Report**  
**April 30, 2018**



**I. Statistical Section**

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

- a. Sanitation forces completed 66 work orders
- b. Sanitation forces collected tons 441.35 of household waste
- c. Sanitation forces disposed of 77 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town disposed of 115 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.87 tons of recyclable plastic
- h. Recycled 2980 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of cooking oil was collected at the Convenient Site Center
- j. Recycled 2460 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

**II. Major Revenues**

- a. Received \$64.33 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0
- c. Sold 1780 lbs. of shredder steel for \$120.15 to Omni Source

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

Spain Farms Nursery was paid \$2,376.00 for disposal of yard waste and debris. Paid \$867.18 to American tire Distributors for tires for San. truck. Paid \$2,376.00 to Carolina Freightliner of Raleigh for repairs to HHW Truck sensor and jumpers. Paid \$1065.73 to Southern Vac. For PM service on Street Sweeper.

**IV. Personnel Update:**

No one was hired as in April.

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

April 4<sup>th</sup> 2018 safety meeting dealing with "Blood pathogens" Sandy Altman.

April 14<sup>th</sup> 2018 delivering traffic cones at Miracle League Field

The department worked closely with Parks & Recreation providing traffic control devices and roll out containers for special events held at the SRAC.

April 14<sup>th</sup> 2018 Annual Champions 10k and 5k run held by Johnston Health Department. The department worked closely with Captain Grady to establish check points for runners. Community Service Workers worked 57.76 hrs.





## PARKS AND RECREATION

### MONTHLY REPORT FOR APRIL, 2018

PROGRAMS SATISTICS	APRIL, 2018		APRIL, 2017	
NUMBER OF PROGRAMS	14		18	
TOTAL ATHLETICS PARTICIPANTS	306		311	
TOTAL NON/ATHLETIC PARTICIPANTS	475		1113	
NUMBER OF GAMES PLAYED	63		18	
TOTAL NUMBER OF PLAYERS (GAMES)	1801		492	
NUMBER OF PRACTICES	88		52	
TOTAL NUMBER OF PLAYER(S) PRACTICES	1291		624	
	APRIL, 2018	17/18 FY YTD	APRIL, 2018	17/18 FY YTD
PARKS RENTALS	34	203	46	190
USERS (PARKS RENTALS)	2109	16929	2087	12880
<b>TOTAL UNIQUE CONTACTS</b>	<b>5,982</b>		<b>4,627</b>	
FINANCIAL STATISTICS	APRIL, 2018		APRIL, 2018	
	APRIL, 2018	17/18 FY YTD	APRIL, 2018	17/18 FY YTD
PARKS AND RECREATION REVENUES	\$ 6,157.00	\$ 75,090.00	\$ 3,257.00	\$ 58,958.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 62,070.00	\$ 543,170.00	\$ 55,973.00	\$ 659,817.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ -	\$ 133,807.00	\$ -	\$ 137,670.00
<b>HIGHLIGHTS</b>	HELD THE GRAND OPENING FOR THE PARTNERSHIP TO BUILD A MIRACLE PROJECT OPENED MIRACLE LEAGUE (ADAPTIVE BASEBALL) FIELD OPENED PARTNERSHIP FOR CHILDREN PARK (ALL INCLUSIVE PLAYGROUND)			





## SMITHFIELD RECREATION AND AQUATICS CENTER

### SRAC MONTHLY REPORT FOR APRIL, 2018

<b>PROGRAMS SATISTICS</b>	<b>APRIL, 2018</b>		<b>APRIL, 2017</b>	
NUMBER OF PROGRAMS	30		29	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	3024		1588	
	<b>APRIL, 2018</b>	<b>17/18 FY YTD</b>	<b>APRIL, 2017</b>	<b>16/17 FY YTD</b>
SRAC MEMBER VISITS	4924	49833	4758	51329
DAY PASSES	966	7321	1340	7702
RENTALS (SRAC)	70	732	60	665
USERS (SRAC RENTALS)	5647	33070	4416	35046
<b>TOTAL UNIQUE CONTACTS</b>	<b>14,561</b>		<b>12,102</b>	
<b>FINANCIAL STATISCTICS</b>	<b>APRIL, 2018</b>		<b>APRIL, 2017</b>	
		<b>17/18 FY YTD</b>		<b>16/17 FY YTD</b>
SRAC REVENUES	\$ 60,214.00	\$ 554,696.00	\$ 65,629.00	\$ 548,283.00
SRAC EXPENDITURES	\$ 68,849.00	\$ 727,265.00	\$ 52,637.00	\$ 702,842.00
SRAC MEMBERSHIPS	3235		3006	
<b>HIGHLIGHTS</b>	HOSTED 2 YOUTH AAU BASKETBALL TOURNAMENTS HOSTED 1 QUINCIERA HOSTED ZUMBATHON			





- **Statistical Section**

- Electric CP Demand 15,167 Kw relative to March's demand of 20,694 Kw.
- Electric System Reliability for was 99.998%, with two (2) recorded outage; relative to March's 99.998%.
- Raw water treated on a daily average was 3.422 MG relative to 3.471 MG for March; with maximum demand of 4.399 MG relative to March's 3.794 MG.
- Total finished water to the system was 97.840 MG relative to March's 99.721 MG. Average daily for the month was 3.156 MG relative to March's 3.217 MG. Daily maximum was 3.915 MG (April 20<sup>th</sup>) relative to March's 3.603 MG. Daily minimum was 2.849 (April 5<sup>th</sup>), relative to March's 2.390 MG.

- **Miscellaneous Revenues**

- Water sales were \$206,406 relative to March's \$184,373
- Sewer sales were \$313,117 relative to March's \$279,191
- Electrical sales were \$1,253,928 relative to March's sales of \$1,175,870
- Johnston County Water purchases were \$108,070 for 54.035 MG relative to March's \$137,776 for 68.888 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$754,763 relative to March's \$942,674
- Johnston County sewer charge was \$236,081 for 72.775 MG relative to March's \$186,537 for 58.669 MG.

- **Personnel Changes –**

- Don Brown resigned on April 27, 2018 as a Utility Line Mechanic





**Town of Smithfield  
Electric Department  
Monthly Report  
April, 2018**

**I. Statistical Section**

- Street Lights repaired -19
- Area Lights repaired -12
- Service calls - 37
- Underground Electric Locates -178
- Poles changed out, installed or removed-12
- Underground Services Installed/Repaired -1

**II. Major Revenues**

- N/A

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

- N/A

**IV. Personnel Update:**

- Utility Dept. had a Safety meeting on Heat Stress.

**V. Miscellaneous Activities:**

- Finished work on Booker Dairy Rd. Line Relocation Project.
- Relocated 3 Phase underground Primary line at Neuse Charter School.
- Replaced all 7200 volt transformers on Blount St. with 13200 volt transformers & removed the step-down transformer.
- Started another phase of conversion work on the south side of town. Holding street to Wellons St.





## WATER & SEWER APRIL 2018 MONTHLY REPORT

● DISCONNECT WATER	6
● RECONNECT WATER	0
● TEST METER	0
● TEMPORARY METER SET	2
● DISCOLORED WATER CALLS	6
● LOW PRESSURE CALLS	5
● NEW/RENEW SERVICE INSTALLS	4
● LEAK DETECTION	40
● METER CHECKS	23
● METER REPAIRS	14
● WATER MAIN/SERVICE REPAIRS	18
● STREET CUTS	15
● REPLACE EXISTING METERS	9
● INSTALL NEW METERS	3
● FIRE HYDRANTS REPAIRED	2
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	10
● CLEANOUTS INSTALLED	4



- SEWER MAIN CLEANED 3889LF
  - SERVICE LATERALS CLEANED 1010LF
  - SERVICE CALLS 161
  - LOCATES 195
- 
- 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

- MANY MAIN BREAKS CAUSED BY PRESSURE INCREASE, HAD TO HAVE HELP FROM BRASWELL.

## PERSONNEL UPDATES

## UPCOMING PROJECTS FOR THE MONTH OF MAY

- BRASWELL WILL FINISH BOOKER DAIRY ROAD.
- BRASWELL WILL FINISH SEWER REPLACEMENT AT DURHAM ST THIS MONTH.





## **MONTHLY WATER LOSS REPORT**

**APRIL, 2018**

### **(5) Meters with slow washer leaks**

**$\frac{3}{4}$ " Line,  $\frac{1}{8}$ " hole – 3days**

**(5)  $\frac{3}{4}$ " Line,  $\frac{1}{8}$ " Hole – 1day**

**$\frac{3}{4}$ " Line,  $\frac{1}{16}$ " hole – 5days**

**$\frac{3}{4}$ " Line,  $\frac{1}{16}$ " hole – 3 Months (Heidi)**

**(5) 1" Line,  $\frac{1}{16}$  hole – 1day**

**1  $\frac{1}{2}$ " Line,  $\frac{1}{16}$  hole – 1day**

**2" Line, Full flow – 1 days**

**2" Line, 3' split – 1day**

**2" Line, 1' split – 1day**

**2" Line,  $\frac{1}{4}$ " hole – 4days**

**(2) 6" Line, 2' split – 2days**

**Fire Hydrant,  $\frac{1}{4}$ " flow – 4hrs**



# Smithfield Water Plant

Distribution Sampling Site Plan

# Hydrant Flushing

2,832,078

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	04/03/18	1	15	7965	10	North Street	04/11/18	1.5	15	17820	40
Computer Drive	04/03/18	1.2	15	31860	10	West Street	04/11/18	1	30	156060	50
Castle Drive	04/03/18	1.2	15	7965	10	Regency Drive	04/11/18	1	15	63720	60
Parkway Drive	04/03/18	1.2	15	63720	40	Randers Court	04/11/18	1	15	15930	40
Garner Drive	04/03/18	1	15	63723	40	Noble Street	04/11/18	1	15	15930	40
Hwy 210 LIFT ST.	04/03/18	1	30	31860	40	Fieldale Dr#1(L)	04/11/18	1	15	63720	40
Skyland Drive	04/03/18	1.5	15	7965	10	Fieldale Dr#2(R)	04/11/18	1	15	63720	40
Bradford Street	04/03/18	1.1	30	31860	10	Heather Court	04/12/18	1	15	15930	40
Kellie Drive	04/03/18	0.9	30	15930	10	Reeding Place	04/12/18	1	15	15930	40
Edgewater	04/11/18	1	15	7965	10	East Street	04/12/18	1	30	127440	40
Edgecombe	04/11/18	1	15	15930	40	Smith Street	04/12/18	1	15	63720	40
Valley Wood	04/11/18	0.9	30	127440	40	Wellons Street	04/12/18	0.5	15	63720	40
Creek Wood	04/12/18	0.9	30	127440	40	Kay Drive	04/12/18	1.5	15	38985	15
White Oak Drive	04/12/18	0.9	30	15930	10	Huntington Place	04/12/18	1.5	15	38985	15
Brookwood Drive	04/12/18	1	30	45030	5	N. Lakeside Drive	04/12/18	2	15	9750	15
Runneymede Place	04/03/18	1	30	63720	10	Cypress Point	04/12/18	2	15	34890	12
Nottingham Place	04/03/18	1.4	15	31860	10	Quail Run	04/12/18	2	15	8715	12
Heritage Drive	04/03/18	1	30	63720	10	British Court	04/12/18	2.4	15	78030	60
Noble Plaza #1	04/03/18	1	30	15930	10	Tyler Street	04/12/18	1	15	63720	40
Noble Plaza #2	04/03/18	1	30	15930	10	Yelverton Road	04/12/18	1.2	15	63720	40
Pinecrest Street	04/03/18	0.8	30	15930	10	Ava Gardner	04/12/18	1	15	7965	10
S. Sussex Drive	04/03/18	1.4	15	31860	10	Waddell Drive	04/12/18	1.2	15	8715	12
Elm Drive	04/03/18	1.1	30	15930	10	Henly Place	04/12/18	1.2	15	34890	12
Bradford Street	04/03/18	1.1	30	63720	10	Birch Street	04/03/18	1.2	15	38985	15
Coor Farm Supply	04/11/18	1.2	15	7965	10	Pine Street	04/03/18	1	15	37695	14
Old Goldsboro Rd.	04/11/18	1.2	15	7965	10	Oak Drive	04/03/18	1.2	15	31860	10
Hillcrest Drive	04/11/18	1.5	15	31860	10	Cedar Drive	04/03/18	1.4	15	34890	12
Eason Street	04/11/18	1.5	15	15930	40	Aspen Drive	04/03/18	0.9	15	34890	12
Magnolia circle	04/11/18	1.2	30	156060	40	Furlonge Street	04/03/18	1.2	15	34890	12
Rainbow Drive	04/03/18	2	15	19500	60	Golden Corral	04/03/18	1	15	40290	16
Rainbow Circle	04/03/18	2	15	19500	60	Holland Drive	04/03/18	1	15	9750	15
Moonbeam Circle	04/03/18	2	15	19500	60	Davis Street	04/03/18	1	15	34890	12
Ray Drive	04/03/18	0.3	15	15930	60	Caroline Ave.	04/03/18	1	15	31860	10
Will Drive	04/03/18	0.2	15	63720	40	Johnston Street	04/03/18	1	15	38985	15
Michael Lane	04/03/18	0.5	15	63720	40	Ryans	04/03/18	1	90	58500	15
Ward Street	04/03/18	0.2	15	15930	40						