



Mayor

Andy Moore

Mayor Pro-Tem

Emery Ashley

Council Members

J. Perry Harris

Marlon Lee

Travis Scott

Roger Wood

Stephen Rabil

John Dunn

Town Attorney

Robert Spence, Jr.

Town Manager

Jim Freeman, Interim Town Manager

Finance Director

Greg Siler

Town Clerk

Shannan Williams

## Town Council

## Agenda

## Packet

Meeting Date: Tuesday, January 5, 2016

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 JANUARY 5, 2016  
7:00 PM**

**Call to Order**

**Invocation: Led by Centenary United Methodist Church Senior Pastor William Holliday**

**Pledge of Allegiance: Led by Boy Scout Troop # 77**

**Approval of Agenda**

**Presentations:**

- |  | <u>Page</u> |
|--|-------------|
| <b>1. Administering Oath of Office to new Police Officer – Tyler Hayes</b><br>(Mayor – M. Andy Moore) <u>See</u> attached information..... | 1           |
| <b>2. Mary Nell Ferguson concerning Public Schools in the Smithfield-Selma area.</b><br><u>See</u> attached information.....               | 3           |

**Public Hearing:**

- |   |    |
|---|----|
| <b>1. <u>CUP-15-04 Triangle Marketing Associates, Inc:</u></b> The applicant is requesting a conditional use permit to allow for the construction and operation of a 30 foot radio antenna with studio on property located within an LI (Light Industrial) zoning district. The property considered for approval is located on the east side of Airport Industrial Drive and approximately 450 feet north of its intersection with Swift Creek Road. The property is further identified as Johnston County Tax ID# 15J08017F.<br>(Planning Director – Paul Embler) <u>See</u> attached information..... | 9  |
| <b>2. <u>CUP-15-05 GrayCliff Enterprises, Inc:</u></b> The applicant is requesting a conditional use permit to allow for one residential housing unit on property located within a B-3 (Business Highway Entrance) zoning district. The property considered for approval is located on the north side of Powell Street and approximately 240 feet east of its intersection with Computer Drive. The property is further identified as Johnston County Tax ID# 15J08071.<br>(Planning Director – Paul Embler) <u>See</u> attached information.....   | 37 |

**Citizens Comments:**

**Consent Agenda Items:**

1. **Approval of Minutes:** December 1, 2015 – Regular Meeting  
December 8, 2015 – Special Meeting.....67
  
2. **Bid Award and Purchase Approval** of two SUV’s in the amount of \$61, 482.00 to replace existing K-9 Patrol vehicles in the Police Department. The purchase of these vehicles was approved in the FY 2015 – 2016 Budget.  
(Chief of Police – Michael Scott) See attached information.....85
  
3. Consideration and approval of the **purchase of a 2017 Smeal Fire Engine in the amount of \$491,799.00.** The purchase of this was fire engine was approved in the FY 2015 – 2016 Budget.  
(Interim Fire Chief – John Blanton, Jr.) See attached information.....93
  
4. Consideration and Approval to allow the **Fire Department to apply for Assistance to Firefighter’s Grant (AFG).**  
(Interim Fire Chief – John Blanton, Jr.) See attached information.....97
  
5. Consideration and approval to authorize **Parks and Recreation staff to pursue/ begin the grant application process for land acquisition.**  
(Parks and Recreation Director – Gary Johnson) See attached information.....99
  
6. Consideration and approval of the **physical relocation of the Town of Smithfield PEG Chanel** in the amount of \$10,656.00 to be paid from the PEG Chanel line item.  
(Human Resources Director / PIO – Tim Kerigan) See attached information.....101

**Business Items**

1. **Consideration and approval of a Contract Agreement for grant Number 2016-018-3201-2538 – Project “Atlantic Resources – Brightleaf Blvd Building Renovation Project”**  
(Interim Town Manager – Jim Freeman) See attached information.....102
  
2. **Consideration and approval of a request to increase the Water/Sewer Base Charge and Rates**  
(Finance Director – Greg Siler and Public Utilities Director – Pete Connet)  
See attached information.....136
  
3. **Consideration and approval of a Fund Balance Retainage Policy for the Water and Sewer Fund**  
(Finance Director – Greg Siler) See attached information.....140

- 4. Consideration and approval to appoint one member of the Council to serve as the Delegate to the **Triangle J. Council of Government’s Board of Delegates** and one member of Council to serve as an Alternate.  
(Town Clerk – Shannan Williams) See attached information.....142
  
- 5. **Discussion regarding the State Health Plan**  
(Human Resources Director/ PIO – Tim Kerigan) See attached information.....148

**Councilmember’s Comments**

**Town Manager’s Report**

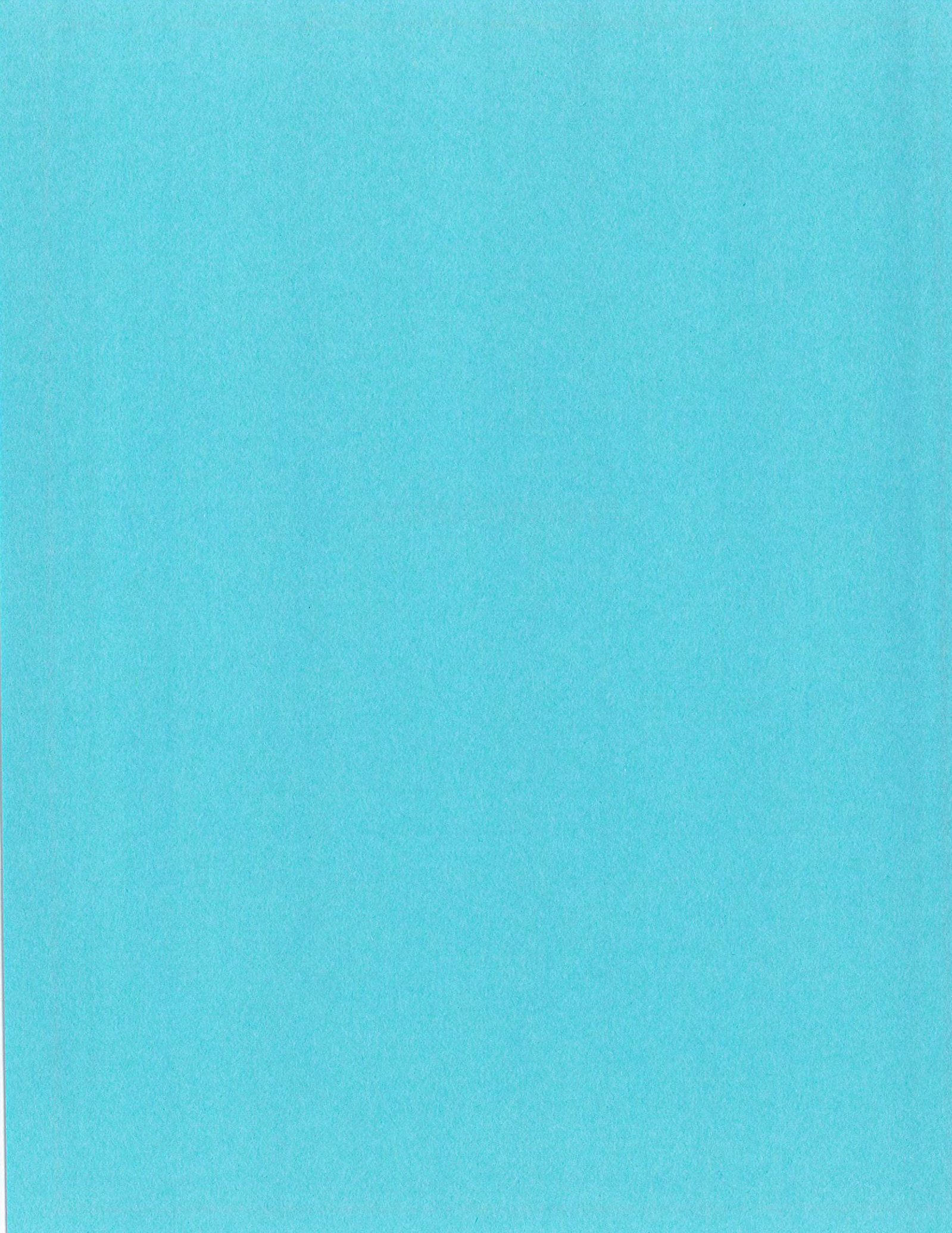
- Financial Report (See attached information).....190
- Department Reports (See attached information).....194
- Manager’s Report (Will be provided prior to the meeting)

**Closed Session:** Pursuant to NCGS 143-318.11 (a)(6) to discuss and review Town Manager applications.

**Adjourn**



# Presentations





**Town of Smithfield  
Town Council  
Action Form**

**Item: Police Swear In**

**Date of Meeting:** January 05, 2016

**Date Prepared:** December 10, 2015

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

**Presentation:** Presentation/Reports

**Presentation:**

The police department has hired one new officer to fill an existing vacancy within the police department. Tyler Hayes was hired to fill this position. Officer Hayes has been assigned to "B" Team Patrol. Officer Hayes was previously a police officer for North Carolina State University Campus Police.

**Action Requested:**

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



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OATH OF OFFICE

SMITHFIELD POLICE DEPARTMENT

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

-----  
*Tyler Hayes*

-----  
*Date*

*Oath administered this the  
5<sup>th</sup> day of January, 2016*

-----  
*M. Andy Moore, Mayor*



## Address to Smithfield Town Council on January 5, 2016

My name is Mary Nell Ferguson and I want to talk about the public schools in the Smithfield-Selma area. What I have to say today does affect the future of the Smithfield.

I have been an educator for over 40 years – as a teacher and administrator. I was principal of Cleveland Elementary for 13 years. I grew up in Smithfield. My roots go deep. My father, Denton Lee, was on the Town Council and was a merchant who had an appliance store where Wallace photography is today. My mother was Margaret Lee. Her greatest contribution to the town and our county is the Heritage Center.

I care about this town. Since I moved back a year ago, many people have asked me why my husband, Jerry, and I left the Cleveland area. I quickly tell them that Smithfield is a great place to live! It beats the horrible traffic in Raleigh as well as the Cleveland-Clayton area. My church, gym, shopping, and friends are five minutes from my home. And -- I know it is possible to have schools that will give a positive image to our town.

First, I want to make it very clear that I know our teachers, principals, and central office staff are doing a great job educating our Smithfield-Selma children – but we have schools that are economically segregated and that is never the best school for low income students. The test scores of these schools present a very negative picture about the Smithfield-Selma area.

I have given you a paper that I presented to the school board. I hope you will read it. The message is one of change and I propose the change be magnet schools. We have already started that a little with the IB program at Smithfield Selma High School. Magnet schools do attract. Parents know about the success of magnet schools in Wake County. Neuse Charter, right here, is verification that parents will bring their children to a school of choice, provide their lunches, and pick them up at the end of a day. The same can happen for all of our schools in this area.

I have presented to you a picture of what our schools could be. My ideas are based on what I know about magnet schools in Raleigh. I am sure our Johnston County School System can come up with a much better plan. Whatever the plan, the end must be the same. We must move away from schools that are economically segregated.

If you see what I see, then we all need to join hands and work towards the purpose of changing our schools in the Smithfield-Selma area. Our schools do affect the towns of Smithfield and Selma.

Things to do now:

1. We need Smithfield-Selma candidates to run for the school board. Since the filing date has past, we need to talk to each candidate and ask him or her questions about the Smithfield-Selma area.
2. We need to talk to school board members and ask questions.
3. We need to talk to our county commissioners.
4. We need to talk with our friends and neighbors.
5. Our leaders and citizens must find ways to be proud of our community.
6. We need to support our school system in changes that will bring back the pride in our schools.
7. **We do not need to** let budget become a roadblock. If we want it, we can find ways to get it.

Economically segregated schools should be in the past for Smithfield-Selma. Diverse and economically integrated schools should be the future.

Thank you for your time.

## **What Will Raise Student Achievement for the Smithfield–Selma Schools?**

As a retired principal of Cleveland Elementary School and a Smithfield native, I deeply care about the education of all our children in Johnston County. I am here today because I am concerned that our low-income students in the Smithfield-Selma area are missing out on the opportunity to be a part of economically integrated schools.

Free and reduced-lunch numbers for the elementary schools in the area are extremely significant: West Smithfield, 92%; South Smithfield, 79%; Selma, 88%. These children deserve the same educational environment and diversity available to other children in our county. For certain, at every level, the Smithfield-Selma students have good teachers, outstanding principals, and central staff who are working hard to increase test scores, but all of these schools have a grade D or lower.

Research is very clear that diversity is good for all students. It is especially good for low-income students. There is no evidence that integrated schooling harms any student group. Diversity results in higher test scores and graduation rates and a reduction of prejudice and fears. If we focus on diversity for our K-12 schools, we will raise student achievement while giving all students a better chance in life. Johnston County Schools should make diversity a priority in the Smithfield-Selma area.

We know in education that we can't keep doing the same thing and get different results. So I have ideas on how to begin the change process. We need to look at the success of schools around us. Neuse Charter has a waiting list for students whose parents are willing to drive them to school and send their lunches. Early College has a waiting list. When I was principal at Cleveland Elementary, the parents wanted their children to have the advantages of the AIG Center. In short, many parents are willing to change old patterns in order for their children to attend schools they perceive as offering better environments for learning for their child.

When my husband and I moved to Raleigh in the 1970's, we did not want our children to go to the downtown schools that were handicapped by economic segregation. Now, in 2015, Raleigh's downtown schools are preferred by many conscientious parents. My own children want their children to go to downtown schools.

What changed the reputation of these schools in Raleigh? Magnet schools. Magnet schools created a way to bring about economic diversity, thus giving parents a choice regarding what type of public school their children may attend.

I would hope the Johnston County School Board would look at ways to move away from economic segregation and towards more balanced schools in the Smithfield-Selma area by considering the magnet school concept. I would challenge those who

are making a choice for our new superintendent to consider the applicant's position on diverse and economically integrated schools. In the next 10 years I predict that there will be other areas in the county that will not be diverse. Rather than wait to see, why not begin now to find ways for all students to have the advantages of the best education?

I will encourage leaders in the Smithfield-Selma area to find ways to promote the positives in our schools now. Could Johnston County Schools give data that reports how our non-free and reduced students are performing on end of grade tests? If parents could see that their child has the chance to do well at a school, perhaps more will choose to stay in these schools rather than transfer out of the Smithfield-Selma area. Most parents don't know how to look beyond those Ds and low scores. If there is a way to paint an accurate picture for the public, it would be very beneficial.

I know that Johnston County Schools strive for excellence for all. Our free and reduced lunch students need the same advantages that are provided those students in schools with a low percent of free and reduced lunches. The time is now! Change is hard work. It may not be popular. It takes time. But these children don't have the time to wait. They count on you.

Written by Mary Nell Ferguson, Retired Principal  
November, 2015

Contact Information: Address: 1108 Baker Street, Smithfield, NC 27522  
Phone: 919-989-8481 & 919-210-8801  
Email: [mnferguson41@gmail.com](mailto:mnferguson41@gmail.com)

# **A Magnet School Vision for Smithfield-Selma Schools**

**What is a magnet school?**

**A magnet school is a free school of choice with a focused theme that is aligned to the curriculum. The theme would be unique to that one school and parents in other schools can apply to attend. Most schools do not have entry requirements, but embody the belief that students have different interests and talents and magnet schools can meet those needs.**

**The plan below is only for the purpose of helping citizens see what could be. There are many magnet programs that need to be examined for our schools.**

**Year 1:** ***For Illustration Only***

**South Smithfield Elementary:**

A Performing Arts Magnet with an emphasis on literature, theatre, music, and dance. Each year the students will write and produce a play to be performed at the Neuse Little Theatre. The music and dance students will be a part of the production.

**Selma Elementary:** International Magnet with an emphasis on dual language.

**Smithfield-Selma High School** will continue the International Baccalaureate. They will look for ways to encourage more students to attend.

**Smithfield Middle**

Move the International Baccalaureate Program to the middle school age student.

**Year 2:**

**Continue the above and add:**

**West Smithfield Elementary:** Technology-Leadership Magnet

**Wilson's Mills Elementary:** Science-Math Magnet

**Selma Middle School:**

Math-Science Magnet/ and-or Dual Language that would carry on the theme of the elementary schools

**Smithfield Middle:** Add programs that would continue elementary magnet themes.

**Year 3:**

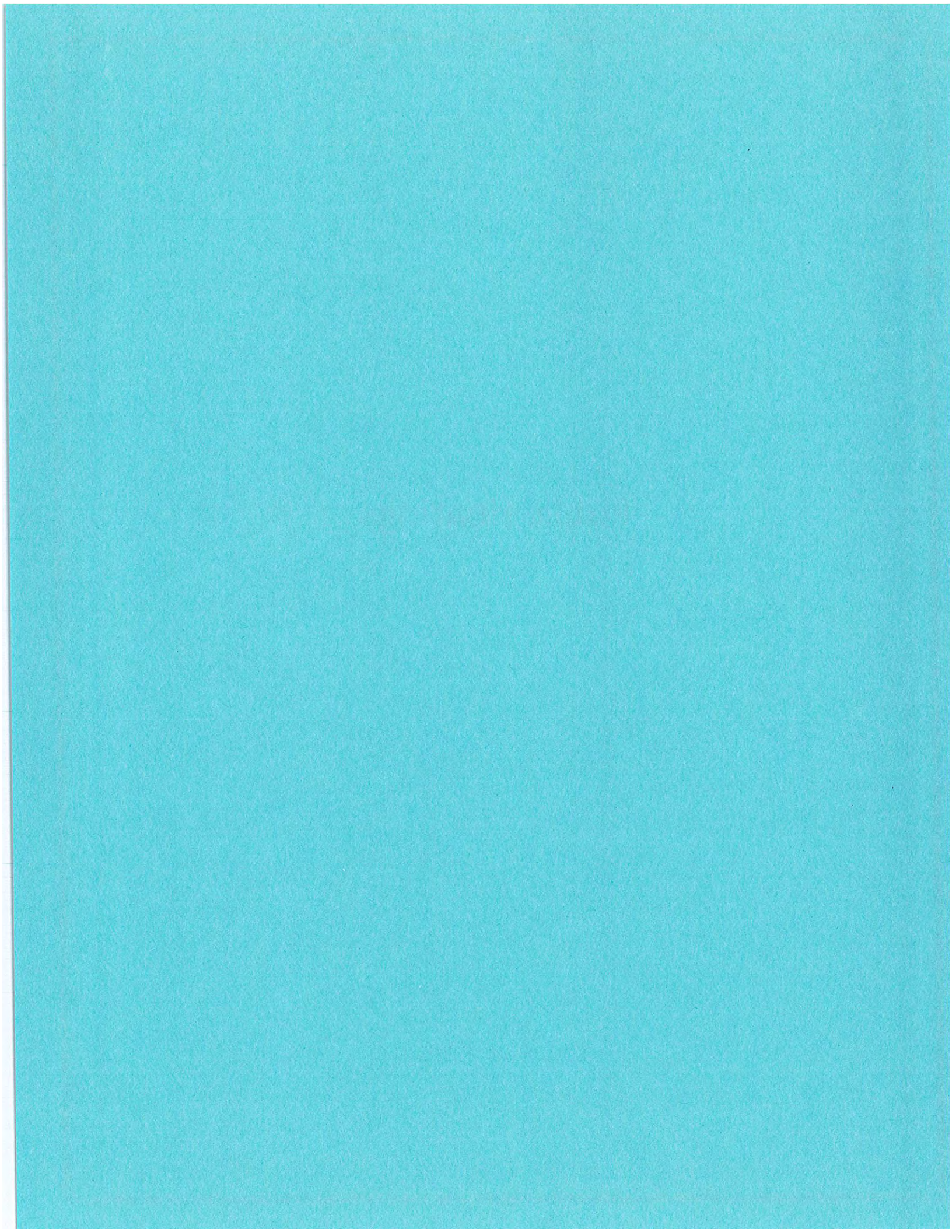
School Leaders and Parents will look at what is working best and continue or change. Some middle school magnet programs may need to move into the high school.

Mary Nell Ferguson





# Public Hearings





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

## STAFF REPORT

**Application Number:** CUP-15-04  
**Project Name:** Radio station with 30 foot antenna  
**TAX ID number:** 15J08017F  
**Town Limits/ETJ:** ETJ  
**Applicant:** Triangle Marketing Associates, Inc  
**Owners:** Carolina Property Systems, LLC  
**Agents:** none  
**Neighborhood Meeting:** none

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**PROJECT LOCATION:** East side of Airport Industrial Drive and approximately 450 feet north of its intersection with Swift Creek Road.

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**REQUEST:** The applicant is seeking a conditional use permit to allow for a radio station with a 30 foot high antenna on property located within a light industrial zoning district.

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### SITE DATA:

**Acreage:** 1.1 acres  
**Present Zoning:** LI (Light Industrial)  
**Proposed Zoning:** N/A  
**Existing Use / Previous:** Various / multi-tenant development

### DEVELOPMENT DATA:

**Proposed Use:** A radio station studio with a 30 foot radio antenna located within an existing multi-building, multi-tenant development.

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**ENVIRONMENTAL:** The proposed radio station with a 30 foot antenna does not appear to be located within the boundaries of any designated wetlands or flood plains.

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## ADJACENT ZONING AND LAND USES:

North:	Zoning:	LI (Light Industrial)
	Existing Use:	Commercial
South:	Zoning:	LI (Light Industrial)
	Existing Use:	Vacant / Undeveloped
East:	Zoning:	R-20A (Residential-Agricultural)
	Existing Use:	Vacant
West:	Zoning:	LI (Light Industrial)
	Existing Use:	Vacant

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**STAFF ANALYSIS AND COMMENTARY:** The radio station is located within a three bay multi-tenant building located within Airport Industrial Park subdivision. Automobile parking is ample and the building is setback far enough so that if the proposed antenna was to collapse it would not land within any public right-of-way or environmentally sensitive areas. The location of the antenna is within close proximity to Johnston County Airport. Therefore, FAA (Federal Aviation Administration) approval is required. The applicant has submitted documentation from the FAA showing that a determination has been made that the antenna will not create a hazard to flight operation occurring in the area.

- **Consistency with the Strategic Growth Plan**

The proposed radio station with a 30 foot antenna is consistent with the recommendations of the Comprehensive Growth Management Plan which calls for industrial / commercial uses near the vicinity of Johnston County Airport.

- **Consistency with the Unified Development Code**

Radio stations are a permitted use within a LI (Light Industrial) zoning district with a valid conditional use permit. The existing site was approved by the Johnston County Planning Department and has since become a part of the Town of Smithfield Extra Territorial Zoning Jurisdiction. The site appears to have been constructed to modern zoning standards in terms of building setback, parking and landscaping. No additional site improvements are requested at this time.

- **Compatibility with Surrounding Land Uses**

A radio station at this location should not pose a compatibility issue with surrounding land uses providing the applicant is comfortable being located in an industrial park were light manufacturing is permitted.

- **Signs**

The subject use can be permitted one monument sign and one wall sign facing Airport Industrial Drive.

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**OTHER:**

FIRE PROTECTION: The Town of Wilsons Mills.

SCHOOL IMPACTS: NA

PARKS AND RECREATION: NA

ACCESS/STREETS: 170 feet of road frontage along Airport Industrial Drive.

WATER/SEWER PROVIDER: Johnston County

ELECTRIC PROVIDER: Duke Progress Energy

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**Planning Department Recommendations:**

Planning staff recommends approval of a Conditional Use Permit request to allow for the operation of a radio station and construction of a 30 foot high antenna on property located within a LI (Light Industrial) zoning district.

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**Planning Board Recommendations:**

The Planning Board, at its December 3, 2015 meeting, unanimously voted to recommend approval of conditional use permit request to allow for a radio station with a 30 foot high antenna on property located within the LI (Light Industrial) zoning district.

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**Town Council Action Requested:** The Smithfield Town Council is requested to review the petition and make a decision in accordance with the finding of fact for a conditional use permit to allow for a radio station with a 30 foot high antenna on property located within the LI (Light Industrial) zoning district.



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

**Application Number:** CUP-15-04    **Name:** Triangle Marketing Associates LLC

**Request:** Applicant seeks a CUP for a radio station studio with a 30 foot antenna.

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

**1. Finding One of Four:**

Circle One

**A. Approval:**

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

The proposed radio station with a 30 foot antenna will not materially endanger the public health safety or general welfare because the antenna will be constructed to meet all plans and specifications as required by Johnston County Building Inspections to include engineered footings. The FAA has made a determination that the proposed tower will not create a hazard to flight operation occurring within the vicinity of Johnston County Airport

**B. Denial: (If denied, must include facts supporting denial)**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, will materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved for the following stated reasons: (Applicant fails to meet the criteria for approval.)

The proposed radio station with a 30 foot antenna will be detrimental to the adjacent land uses in the event of tower failure. Because of the tower's close proximity to this multitenant building, any collapse could cause substantial damage to the building structure and neighboring tenants.

**Finding Two of Four:**

Circle One

**A. Approval:**

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

The proposed radio station with a 30 foot antenna conforms to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance and meets all zoning regulations that were in place at the time the applicant first contacted the Town of Smithfield.

**B. Denial: (If denied, must include facts supporting denial)**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, fails to meet all required specifications or fails to conform to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance or other applicable regulations in the following ways or for the following reasons:

The proposed radio station with a 30 foot antenna as submitted fails to conform to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance because the use became operational prior to receiving a valid conditional use permit.



**3. Finding Three of Four:**

Circle One

**A. Approval:**

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

The proposed radio station with a 30 foot antenna will not adversely affect the use or any physical attribute of adjoining or abutting properties. The radio station will blend in with all the other businesses within Airport Industrial Park.

**B. Denial: (If denied, must include facts supporting denial)**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, will substantially injure the value of adjoining or abutting property and/or will be detrimental to the use or development of adjacent properties or other neighborhood uses in the following ways or for the following reasons.

It is unlikely that the proposed radio station with a 30 foot antenna will substantially injure the value of adjoining or abutting properties and/or will be detrimental to the use or development of adjacent properties and should not be used for basis of denial.

#### 4. Finding Four of Four:

Circle One

A. **Approval:**

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

The proposed radio station with a 30 foot antenna will not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development given that it will occur within an existing multitenant development which has adequate parking, landscaping, and generally meets all other modern development standards.

B. **Denial: (If denied, must include facts supporting denial)**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, would adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development of the adjacent properties in the following ways or for the following stated reasons: (Applicant fails to meet the criteria necessary for approval.)

The proposed radio station with a 30 foot antenna will adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development of the adjacent properties because the light industrial zoning district would be better served with uses involving light manufacturing.

**4. 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 four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to recommend approval of Conditional Use Permit Application # CUP-15-04*

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**Motion to Deny:** *Based upon failure to meet all of the above four stated findings and for reasons stated therein, I move to recommend denial of Conditional Use Permit Application # CUP-15-04 for the following stated reason:*

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**5. Record of Decision:**

**Based on a motion and majority vote of the Town of Smithfield Town Council Conditional Use Permit Application Number CUP-15-04 is hereby:**

\_\_\_\_\_ recommended for approval upon acceptance and conformity with the following conditions; or,

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\_\_\_\_\_ recommended for denial 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. Williams, Town Clerk**



**Planning Board Report for**  
**CUP-15-04**  
**Triangle Marketing Associates, Inc**

**Public hearing held on December 3, 2015**

(Excerpt from draft minutes)

Mr. Helmer stated the applicant is requesting a conditional use permit to allow for the construction and operation of a 30 foot radio antenna with studio on property located within a LI (Light Industrial) zoning district. The property considered for approval is located on the east side of Airport Industrial Drive and approximately 450 feet north of its intersection with Swift Creek Road. The property is further identified as Johnston County Tax ID# 15J08017F.

Mr. Helmer stated an existing multi-building, multi-tenant development is seeking a conditional use permit to allow for a radio station studio with a 30 foot radio antenna. The location of the proposed radio station with a 30 foot tall antenna does not appear to be within the boundaries of the designated wetlands or flood plains.

Mr. Helmer stated the radio station is located within a three bay multi-tenant building located within Airport Industrial Park. Automobile parking is ample and the building is setback far enough so that if the antenna was to collapse it would not land within any public right-of-way or environmentally sensitive areas. The location of the antenna is within close proximity to Johnston County Airport. Therefore, FAA (Federal Aviation Administration) approval is required. The applicant has submitted documentation from the FAA showing that a determination has been made that the antenna will not create a hazard to flight operation occurring in the area. The proposed radio station with a 30 foot antenna is consistent with the recommendations of the Comprehensive Growth Management Plan which calls for industrial/commercial uses near the vicinity of Johnston County Airport.

Mr. Helmer stated radio stations are a permitted use within a LI (Light Industrial) zoning district with a valid conditional use permit. The existing site was approved by Johnston County Planning Department and has since become a part of the Town of Smithfield Extra Territorial Zoning Jurisdiction. The site appears to have been constructed to modern zoning standards in terms of building setback, parking and landscaping. A radio station at this location should not pose a compatibility issue with surrounding land uses providing the applicant is comfortable being located in an industrial park where light manufacturing is permitted. The subject use can be permitted one monument sign and one wall sign facing Airport Industrial Drive.

Mr. Helmer stated the Town of Wilsons Mills will provide fire protection, Johnston County will provide water and sewer, and Duke Progress Energy will provide electric services.

Mr. Helmer stated the planning staff recommends approval of a Conditional Use Permit request to allow for the operation of a radio station and construction of a 30 foot high antenna on property located within a LI (Light Industrial) zoning district. The Planning Board is requested to

review the request for a radio station with a 30 foot high antenna and make a recommendation to Town Council in accordance with the finding of fact for a conditional use permit.

Mr. Upton asked if anyone wanted to speak for or against the proposal. There were none.

Teresa Daughtry asked what the recourse would be if the proposed project is already conducting business.

Mr. Helmer stated that radio station is in operation. Mr. Helmer stated that the record indicated that a building permit for an interior fit-up was issued without a proper zoning permit from the Smithfield Planning Department first being issued. Mr. Helmer also stated that it doesn't happen often but that the Smithfield UDO allows for permits issued in error to be corrected by a valid conditional use permit issued by Town Council.

Daniel Sanders asked if the project was to be expanded would they have to come back to the board.

Mr. Helmer stated that the Smithfield UDO requires major changes to the type, size and intensity of use requiring a conditional use permit to be re-reviewed by the Town of Smithfield Planning Board and Town council.

Victor Heilman, 225 Bell Dr, Garner, stated he had gone to the Town of Clayton and they told him it was in Johnston County's jurisdiction. Johnston County then reviewed the plans for interior modification and building permits were issued. It wasn't until sometime later that a building permit for the tower was requested and I was informed by Johnston County that the Town of Smithfield would need to approve it first. After speaking with Mr. Helmer, I was informed that a conditional use permit for a radio station in the light industrial zoning district was required.

Mr. Upton asked what the stations call letters are.

Mr. Heilman stated the call letters are WKJO 102.3FM, Johnston County's only licensed FM station.

Mr Upton Ask if there were any other questions. There were none.

Steve Upton closed the public hearing

Teresa Daughtry made a motion, seconded by Jack Matthews, to move to the Finding of Fact. Unanimous.

Article 13 Section 13-17 of the Town of Smithfield Unified Development Ordinance requires applications for a Conditional Use Permit 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.

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

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

The proposed radio station with a 30 foot antenna will not materially endanger the public health safety or general welfare because the antenna will be constructed to meet all plans and specifications as required by Johnston County Building Inspections to include engineered footings. The FAA has made a determination that the proposed tower will not create a hazard to flight operation occurring within the vicinity of Johnston County Airport.

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

The proposed radio station with a 30 foot antenna conforms to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance and meets all zoning regulations that were in place at the time the applicant first contacted the Town of Smithfield.

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

The proposed radio station with a 30 foot antenna will not adversely affect the use or any physical attribute of adjoining or abutting properties. The radio station will blend in with all the other businesses within Airport Industrial Park.

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

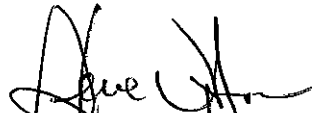
The proposed radio station with a 30 foot antenna will not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development given that it will occur within an existing multitenant development which has adequate parking, landscaping, and generally meets all other modern development standards.

**All members stated true.**

Based upon satisfactory compliance with the above stated four findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative;

Jack Matthews made a motion, seconded by Teresa Daughtry to recommend approval requesting a conditional use permit to allow for the operation of a radio station and construction of a 30 foot high antenna on property located within a LI (Light Industrial) zoning district. Unanimous

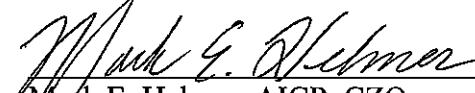
Duly adopted this the 3<sup>rd</sup> day of December 2015.



---

Steve Upton, Planning Board Vice Chairman

ATTEST



---

Mark E. Helmer, AICP, CZO  
Senior Planner





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

## CONDITIONAL USE PERMIT APPLICATION

*Pursuant to Article 13, 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 Conditional Use. Conditional Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.*

*Conditional Use Permit 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. All fees are due when the application is submitted.*

### SITE INFORMATION:

Name of Project: Radio Station use      Acreage of Property: 1.11 AC  
 Parcel ID Number: 168500-04-8569      Tax ID: 15508017F  
 Deed Book: 1816      Deed Page(s): 43  
 Address: 104 Airport Industrial Drive, Suite 102  
 Location: \_\_\_\_\_

Existing Use: Radio Station Studio Site      Proposed Use: Radio Station Studio Site  
 Existing Zoning District: L1  
 Requested Zoning District: L1  
 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: <u>CD-15-04</u>	Date Received: <u>11/6/15</u>	Amount Paid: <u>\$300.00</u>
------------------------------	-------------------------------	------------------------------

### OWNER INFORMATION:

Name: Caroline Property Systems LLC  
Mailing Address: 128 Airport Industrial Drive  
Phone Number: 919 934-8911 Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### APPLICANT INFORMATION:

Applicant: Triangle Marketing Associates, Inc.  
Mailing Address: 104 Airport Industrial Drive, Suite 102  
Phone Number: 919-989-1122 Fax: Clayton, NC 27520  
Contact Person: Rick Heilmann  
Email Address: rick@countryss.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:

- All required plans (please see the plan requirements checklist).
- A signed and sealed traffic impact analysis.
- Verification of wastewater allocation (granted or requested).
- Driveway permits (Town of Smithfield or NCDOT encroachment with associated documentation).
- Other applicable documentation: FAA Approval Notice

### STATEMENT OF JUSTIFICATION

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

just became aware of fact that we were located within the extraterritorial jurisdiction of Smithfield NC. Located radio station studio at this site in Dec 2014. Permitted office and studio buildout of warehouse building with Johnston County, and completed in Feb 2015.

Wish to erect a 30 foot tower at rear of building to place microwave transmit dish for audio signal to transmitter 3.3 miles away.

Seeking town council approval for radio station operation at this site, and approval to erect antenna tower.

## REQUIRED FINDINGS OF FACT

Article 13, Section 13-17 of the Town of Smithfield Unified Development Ordinance requires applications for a Conditional Use Permit 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. That the use will not materially endanger the public health, safety, or general welfare if located where proposed and developed according to the plan as submitted and approved;

The radio station is primarily an office-type environment which includes two studios. There is no RF at the office location. The audio for the station is microwaved to a transmitter site already existing on Little Creek Church Road, (built in 2009), which is a leased facility.

2. That the use meets all required conditions and specifications;

The FEA has approved this project and certified it does not interfere with flight operations at Johnston County Airport. (attached)

3. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property, or that the use is a public necessity; and

The radio station is licensed by the FCC as ~~Smithfield~~ to serve the community of Smithfield. ("City of License"). It is the only FM license for the Smithfield community. The two adjoining suites ~~are~~ have no objection to the use of this location as a radio station. ~~The~~ The property owner has no objection to this use or the construction of a 30' tower.

4. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located. The conditional use shall demonstrate conformance to the Land Use Plan or other plan in effect at the time and address impacts of the project as required by GS 160A-382(b).

The radio station studio is an office type building. There is no RF transmission that is done at a remote site 3 miles away. Only data will be sent through the proposed microwave low level RF link. The tower is far smaller than surrounding trees in the area.

**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 Conditional 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.*

Richard Heilmann  
Print Name

*Richard Heilmann*  
Signature of Applicant

7/20/15  
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: Triangle Marketing Assoc. Submittal Date: 11/6/15

**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.

[Signature] Richard Stephens 11/4/15  
 Signature of Owner Print Name Date

**CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER**

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

[Signature] Richard Heilmann 7/20/15  
 Signature of Owner/Applicant Print Name Date

**FOR OFFICE USE ONLY**

File Number: COP-15-04 Date Received: 11/6/15 Parcel ID Number: 168500-04-8569



Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No.  
 2015-ASO-12856-OE

Issued Date: 10/07/2015

Rick Heilmann  
 Rick Heilmann  
 104 Airport Industrial Drive  
 Suite 102  
 Clayton, NC 27520

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Antenna Tower  
 Location: smithfield,nc, NC  
 Latitude: 35-32-50.35N NAD 83  
 Longitude: 78-23-30.09W  
 Heights: 154 feet site elevation (SE)  
 30 feet above ground level (AGL)  
 184 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 04/07/2017 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

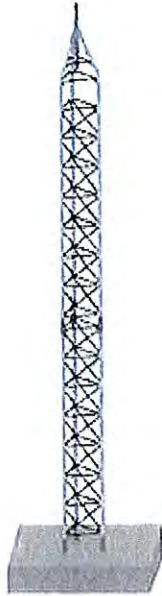
If we can be of further assistance, please contact our office at (718) 553-4546. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-ASO-12856-OE.

**Signature Control No: 260586376-267911520**  
Robert Alexander  
Specialist

( DNE )

cc: FCC

October 5, 2015



30' tower

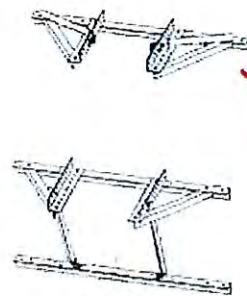
3-10 foot high sections  
triangular 12" sides

Freestanding, but  
anchored at 11 feet.

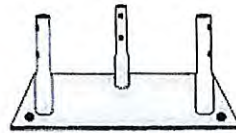
The ROHN R-25SS040 40ft freestanding tower is built using the popular ROHN 25G guyed tower sections. All sections are 5ft or 10ft in length with 1.25in OD 16GA wall pipe legs and 5/16in solid serpentine bracing. [More >](#)

- Tower Height: 40 ft (we don't need the full 40', will use 2 10' sections)
- Type of Line Support: N/A - Attach directly to bracing members
- Maximum Sidearm Length (ft.): 6
- Tower Type: Freestanding
- Sector Mount Compatible: No

This additional information submitted by  
Richard Heilmann, President,  
Triangle Marketing Associates, Inc.  
October 5, 2015  
919-989-1122  
rick@countryss.com

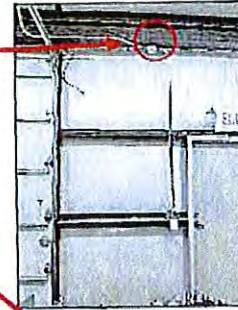


**WALL MOUNT**  
25GWM  
INCLUDES BASE PLATE TO  
MOUNT 25G SECTION.



**CONCRETE BASE PLATE  
WITH ANCHORS**  
25GSSB  
FOR USE WITH SELF-SUPPORTING  
25G TOWERS.

ALTERNATIVE TO USING SHORT BASE.  
BASE BOLTS & TEMPLATE MUST  
BE ORDERED SEPARATELY.



Wall Mount  
Anchored at 11'  
height to  
Horizontal Steel  
Beam inside  
Building



Exterior View  
Rear of Building  
Tower Anchored at  
11' height via Wall  
Mount to Horizontal  
Steel Beam inside



Aerial View  
North ↑

Right side of  
photo is Airport



Front of Building  
18' in height on  
front side  
(Tree shown is 27' SE of  
proposed tower location)

**Hardware Overview**

Innovative Mechanical Design

- Minimal maintenance when the tower is in use for the life of the tower.
- Corrosion Resistant. This is a critical factor for the tower's longevity.
- Proven design and construction of the tower.
- The tower is built to last and is a safe and reliable structure.

Weather-proof Design

- The tower is built to last and is a safe and reliable structure.
- The tower is built to last and is a safe and reliable structure.
- The tower is built to last and is a safe and reliable structure.

Ubiquity Networks Rocket Dish RD-SG30-LW

Attachment to tower

700mm x 700mm  
x 185 mm  
mounted at 30' level  
facing NW

Dish size

700 mm  
x 700 mm  
x 185 mm

- Precision Machined
- Precision Fit
- Strongly Structured
- Full Support
- Customizable

©2011 Ubiquity Networks RD-SG30-LW





Vicinity Map for:  
 CUP-15-04  
 Applicant:  
 Triangle Marketing  
 Associates, Inc.



Map Created by The  
 Town of Smithfield  
 Geographic Information Services





PLANNING DEPARTMENT  
Paul C. Embler, Jr., Director

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, CUP-15-04, were notified by First Class Mail on 12-18-15.

Signature

Johnston County, North Carolina

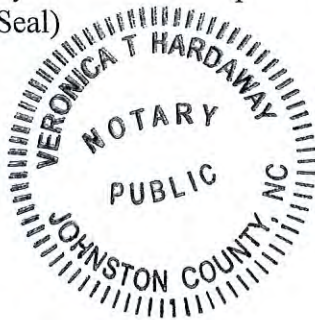
I, Veronica Hardaway, Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

17<sup>th</sup> day of December, 2015

Notary Public Signature

Notary Public Name

My Commission expires on 1-14-18  
(Seal)



Adjacent Property Owners of  
CUP-15-04

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15J08017P	168500-04-5363	KORNEGAY, JIMMY	250 PINEY GROVE ROAD	LA GRANGE	NC	28551
15J08014C	168500-14-1603	CREECH, NANCY S	C/O BUNN, NANCY S	CLAYTON	NC	27520-6871
15J08017G	168500-04-8796	CAROLINA PROPERTY SYSTEMS LLC	128 AIRPORT INDUSTRIAL DRIVE	CLAYTON	NC	27520
15J08017F	168500-04-8569	CAROLINA PROPERTY SYSTEMS LLC	128 AIRPORT INDUSTRIAL DRIVE	CLAYTON	NC	27520
15J08014B	168500-04-9346	KNOX, DAVID R	3147 SWIFT CREEK RD	CLAYTON	NC	27520-6878
15J08017	168500-04-7491	CAROLINA PROPERTY SYSTEMS LLC	128 AIRPORT INDUSTRIAL DRIVE	CLAYTON	NC	27520
15J08017O	168500-04-5641	CAROLINA PROPERTY SYSTEMS LLC	128 AIRPORT INDUSTRIAL DRIVE	CLAYTON	NC	27520
		BAREFOOT PROPERTY GROUP	PO BOX 508	SMITHFIELD	NC	27577



**PLANNING DEPARTMENT**

Paul C. Embler, Jr., Director

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**Notice Of Public Hearings**

Notice is hereby given that public hearings will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, January 5, 2016 at 7:00 P.M., at the Town Hall Council Chamber located at 350 East Market Street to consider the following requests:

**CUP-15-04 Triangle Marketing Associates, Inc:** The applicant is requesting a conditional use permit to allow for the construction and operation of a 30 foot radio antenna with studio on property located within an LI (Light Industrial) zoning district. The property considered for approval is located on the east side of Airport Industrial Drive and approximately 450 feet north of its intersection with Swift Creek Road. The property is further identified as Johnston County Tax ID# 15J08017F.

**CUP-15-05 GrayCliff Enterprises, Inc:** The applicant is requesting a conditional use permit to allow for one residential housing unit on property located within a B-3 (Business Highway Entrance) zoning district. The property considered for approval is located on the north side of Powell Street and approximately 240 feet east of its intersection with Computer Drive. The property is further identified as Johnston County Tax ID# 15J08071.

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.



**PLANNING DEPARTMENT**

Paul C. Embler, Jr., Director

---

## **Notice Of Public Hearings**

Notice is hereby given that public hearings will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, January 5, 2016 at 7:00 P.M., at the Town Hall Council Chamber located at 350 East Market Street to consider the following requests:

**CUP-15-04 Triangle Marketing Associates, Inc:** The applicant is requesting a conditional use permit to allow for the construction and operation of a 30 foot radio antenna with studio on property located within an LI (Light Industrial) zoning district. The property considered for approval is located on the east side of Airport Industrial Drive and approximately 450 feet north of its intersection with Swift Creek Road. The property is further identified as Johnston County Tax ID# 15J08017F.

**CUP-15-05 GrayCliff Enterprises, Inc:** The applicant is requesting a conditional use permit to allow for one residential housing unit on property located within a B-3 (Business Highway Entrance) zoning district. The property considered for approval is located on the north side of Powell Street and approximately 240 feet east of its intersection with Computer Drive. The property is further identified as Johnston County Tax ID# 15J08071.

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 Smithfield Herald on 12/23/15 and 12/30/15**





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

## STAFF REPORT

**Application Number:** CUP-15-05  
**Project Name:** GrayCliff Enterprises LLC  
**TAX ID number:** 15J08071  
**Town Limits/ETJ:** City  
**Applicant:** GrayCliff Enterprises LLC  
**Owners:** The Winstead Building Inc.  
**Agents:** Partners Commercial Reality  
**Neighborhood Meeting:** none

---

**PROJECT LOCATION:** North side of Powell Street and approximately 240 feet east of its intersection with Computer Drive.

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**REQUEST:** The applicant is requesting a conditional use permit to allow for one residential housing unit on property located within a B-3 (Business Highway Entrance) zoning district. The residential unit will be an accessory use to the existing contractor's office.

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### SITE DATA:

**Acreage:** 1.46 acres  
**Present Zoning:** B-3 (Business)  
**Proposed Zoning:** N/A  
**Existing Use / Previous:** Contractors Office with outdoor storage

### DEVELOPMENT DATA:

**Proposed Use:** The applicant is requesting to use an existing building located on the southeast corner of the property for temporary living quarters for on-site security and staff.

---

**ENVIRONMENTAL:** There are no environmental issues on the site that would prohibit the use of the existing structure for residential purposes.

---

**ADJACENT ZONING AND LAND USES:**

North:	Zoning:	LI (Light Industrial)
	Existing Use:	Warehousing
South:	Zoning:	B-3 (Business)
	Existing Use:	Vacant / Office Building
East:	Zoning:	R-10 (Residential)
	Existing Use:	Undeveloped / Wooded
West:	Zoning:	B-3 (Business)
	Existing Use:	Vacant / Office Building

---

**STAFF ANALYSIS AND COMMENTARY:** The property is home of Graycliff Enterprises LLC whose primary business is in support of the cable industry through the installation of fiber optic cable throughout the area. The property has a large storage yard in the rear and two structures with parking in the front of the site. The applicant is seeking a conditional use permit to allow for the smaller of the two office buildings to be used for housing quarters for security and staff. Residential uses are permitted within the B-3 (Business) zoning district providing that a conditional use permit is issued by Town Council.

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

A single residential housing unit is not consistent with the recommendations of the Comprehensive Growth Management Plan which calls for office and institutional uses and high density residential uses near the intersection of Powell Street and Computer Drive.

- o **Consistency with the Unified Development Code**

Residential housing units are a permitted use within the B-3 (Business) zoning district with a valid conditional use permit.

- o **Compatibility with Surrounding Land Uses**

A residential housing unit at this location should not pose a compatibility issue with surrounding land uses providing the use is accessory to GrayCliff Enterprises LLC contractors and that upon such time that GrayCliff Enterprises LLC ceases to exist at this location, so shall the residential use.

- o **Signs**

The subject property will be permitted one monument sign adjacent to Powell Street as well as a wall sign on the Powell Street side of the building. No additional signs for the residential component should be required.



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**OTHER:**

**FIRE PROTECTION:** The Town of Smithfield Fire Department will provide fire protection.

**SCHOOL IMPACTS:** NA

**PARKS AND RECREATION:** NA

**ACCESS/STREETS:** 140 feet of road frontage along Powell Street

**WATER/SEWER PROVIDER:** Town of Smithfield

**ELECTRIC PROVIDER:** Duke Progress Energy

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**Planning Board Recommendations:**

The Planning Board, at its December 3, 2015 meeting, unanimously voted to recommend approval of conditional use permit request to allow GrayCliff Enterprises LLC to operate one residential unit for the housing of on-site security and staff use only.

---

**Town Council Action Requested:** The Smithfield Town Council is requested to review the petition and make a decision in accordance with the finding of fact for a conditional use permit to allow for GrayCliff Enterprises LLC to operate one residential unit for the housing of on-site security and staff use only on property located within a B-3 (Business) zoning district.



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

**Application Number:** CUP-15-05    **Name:** GrayCliff Enterprises, Inc

**Request:** Applicant seeks a CUP for accessory residential unit for contractors office.

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

**1. Finding One of Four:**

Circle One

**A. Approval:**

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

The accessory residential unit will not materially endanger the public health safety or general welfare because the structure will meet all plans and specifications as required by Johnston County Building Inspections. Adequate infrastructure to include water, sewer, electric and on-site parking exists at the site.

**B. Denial: (If denied, must include facts supporting denial)**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, will materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved for the following stated reasons: (Applicant fails to meet the criteria for approval.)

The proposed accessory residential unit will materially endanger the public health safety or general welfare because the mix of commercial and residential uses outside of a planned unit development or mixed use development can cause compatibility issues with adjoining land uses.

**Finding Two of Four:**

Circle One

**A. Approval:**

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

The accessory residential unit conforms to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance and meets all zoning regulations to include parking and landscaping.

**B. Denial: (If denied, must include facts supporting denial)**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, fails to meet all required specifications or fails to conform to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance or other applicable regulations in the following ways or for the following reasons:

The accessory residential unit does not conform to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance because it is not within a planned unit development or mixed use development.

### 3. Finding Three of Four:

Circle One

#### A. **Approval:**

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

The proposed accessory residential unit will not adversely affect the use or any physical attribute of adjoining or abutting properties. The requested accessory use is adjacent to an existing residential zoning district and compatibility issues are unlikely.

#### B. **Denial: (If denied, must include facts supporting denial)**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, will substantially injure the value of adjoining or abutting property and/or will be detrimental to the use or development of adjacent properties or other neighborhood uses in the following ways or for the following reasons.

It is unlikely that the proposed accessory residential unit will substantially injure the value of adjoining or abutting properties and/or will be detrimental to the use or development of adjacent properties and should not be used for basis of denial.

#### 4. Finding Four of Four:

Circle One

A. **Approval:**

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

The proposed accessory residential unit will not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development given that it will occur only as an accessory use to the principle use of contractor's office of GrayCliff Enterprises Inc.

B. **Denial: (If denied, must include facts supporting denial)**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, would adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development of the adjacent properties in the following ways or for the following stated reasons: (Applicant fails to meet the criteria necessary for approval.)

The proposed accessory residential unit will adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development given that it will create a mix of uses on a property that is not considered a mixed use development.

**4. 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 four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to recommend approval of Conditional Use Permit Application # CUP-15-05*

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*Motion to Deny: Based upon failure to meet all of the above four stated findings and for reasons stated therein, I move to recommend denial of Conditional Use Permit Application # CUP-15-05 for the following stated reason:*

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**5. Record of Decision:**

**Based on a motion and majority vote of the Town of Smithfield Town Council Conditional Use Permit Application Number CUP-15-05 is hereby:**

**\_\_\_\_\_ recommended for approval upon acceptance and conformity with the following conditions; or,**

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**\_\_\_\_\_ recommended for denial 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. Williams, Town Clerk**





**Planning Board Report for**  
**CUP-15-05**  
**GrayCliff Enterprises, Inc**

**Public hearing held on December 3, 2015**

(Excerpt from draft minutes)

Mr. Helmer stated the applicant is requesting a conditional use permit to allow for one residential housing unit on property located within a B-3 (Business Highway Entrance) zoning district. The property considered for approval is located on the north side of Powell Street and approximately 240 feet east of its intersection with Computer Drive. The property is further identified as Johnston County Tax ID# 15J08071.

Mr. Helmer stated the applicant is requesting to use an existing building on the property for residential purposes so that on-site around the clock security of the storage yard can occur. There are no environmental issues on the site that would prohibit the use of the existing structure for residential purposes. The property is home of GrayCliff Enterprises LLC whose primary business is in support of the cable industry through the installation of fiber optic cable throughout the area. The property has a large storage in the rear and two structures with parking in the front on the site. The applicant is seeking a conditional use permit to allow for the smaller of the two buildings to be used for the housing quarters for security and staff. Residential uses are permitted within the B-3 (Business) zoning district providing that a conditional use permit is issued by Town Council.

Mr. Helmer stated the proposed high rise business identification sign is consistent with the recommendations of the Comprehensive Growth Management Plan which calls for commercial uses near the intersection of South Equity Drive and Outlet Center Drive. Residential housing units are a permitted use within the B-3 (Business) zoning district with a valid conditional use permit. A residential housing unit at this location should not pose a compatibility issue with surrounding land uses providing the use is accessory to GrayCliff Enterprises LLC contractors and that upon such time that GrayCliff Enterprises LLC ceases to exist at this location, so shall the residential use. The subject property will be permitted one monument sign adjacent to Powell Street as well as a wall sign on the Powell Street side of the building.

Mr. Helmer stated the Town of Smithfield will provide fire protection as well as water and sewer services. Duke Energy Progress will provide electric.

Mr. Helmer stated planning staff recommends approval of the conditional use permit to allow GrayCliff Enterprises LLC to operate one residential unit for the housing of on-site security and employees only. The Planning Board is requested to review the request for GrayCliff Enterprises LLC to operate one residential housing unit for the housing of on-site security and employees only and make a recommendation to the Town Council in accordance with the finding of fact for a conditional use permit.

Steve Upton closed the public hearing.

Mr. Upton asked if anyone wanted to speak for or against the proposal. There were none.

Stephen Upton made a motion, seconded by Jack Matthews, to move to the Finding of Fact. Unanimous.

Article 13 Section 13-17 of the Town of Smithfield Unified Development Ordinance requires applications for a Conditional Use Permit 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.

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

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

The accessory residential unit will not materially endanger the public health safety or general welfare because the structure will meet all plans and specifications as required by Johnston County Building Inspections. Adequate infrastructure to include water, sewer, electric and on-site parking exists at the site.

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

The accessory residential unit conforms to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance and meets all zoning regulations to include parking and landscaping.

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

The proposed accessory residential unit will not adversely affect the use or any physical attribute of adjoining or abutting properties. The requested accessory use is adjacent to an existing residential zoning district and compatibility issues are unlikely.

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

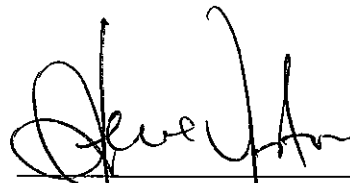
The proposed accessory residential unit will not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development given that it will occur only as an accessory use to the principle use of contractor's office of GrayCliff Enterprises Inc.

**All members stated true.**

Based upon satisfactory compliance with the above stated four findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative;

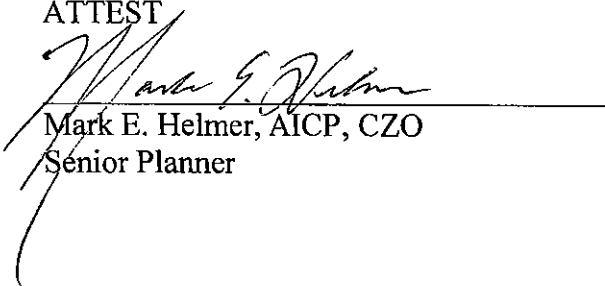
**Stephen Upton made a motion, seconded by Daniel Sanders to recommend approval requesting a conditional use permit to allow GrayCliff Enterprises LLC to operate one residential unit for the housing of on-site security and employees only. Unanimous**

Duly adopted this the 3<sup>rd</sup> day of December 2015.



Steve Upton, Planning Board Vice Chairman

ATTEST



Mark E. Helmer, AICP, CZO  
Senior Planner





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

## CONDITIONAL USE PERMIT APPLICATION

*Pursuant to Article 13, 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 Conditional Use. Conditional Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.*

*Conditional Use Permit 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. All fees are due when the application is submitted.*

### SITE INFORMATION:

Name of Project: Graycliff Enterprises Acreage of Property: 1.46 AC  
 Parcel ID Number: 168408-99-2106 Tax ID: 15J08071  
 Deed Book: 3886 Deed Page(s): 37  
 Address: 610 A Powell St  
 Location: Smithfield NC 27577  
located approximately 1/2 mile from Business 70  
 Existing Use: Trade contractor with outdoor storage Proposed Use: overnight guests/apartments for employees  
 Existing Zoning District: B-3  
 Requested Zoning District B-3 CU  
 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: <u>CU-15-05</u>	Date Received: <u>11/6/15</u>	Amount Paid: <u>\$300.00</u>
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**OWNER INFORMATION:**

Name: The Winstead Building C/O Partners Commercial Realty  
Mailing Address: PO Box 1960, Smithfield, NC 27577-1960  
Phone Number: 919-585-5321 Fax: 919-585-5321  
Email Address: jferriane@partnerscove.com

**APPLICANT INFORMATION:**

Applicant: GrayCliff Enterprises Inc  
Mailing Address: 3300 Battleground Ave. Ste 100, Greensboro, NC 27410  
Phone Number: 910-632-3948 Fax: 910-399-3380  
Contact Person: Tom Moyer  
Email Address: tmoyer@graycliffent.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:

- All required plans (please see the plan requirements checklist).
- A signed and sealed traffic impact analysis.
- Verification of wastewater allocation (granted or requested).
- Driveway permits (Town of Smithfield or NCDOT encroachment with associated documentation).
- Other applicable documentation: \_\_\_\_\_

**STATEMENT OF JUSTIFICATION**

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

We are requesting that existing building of 610 A Powell Street be allowed to be used as an apartment for overnight guests/security.

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**REQUIRED FINDINGS OF FACT**

*Article 13, Section 13-17 of the Town of Smithfield Unified Development Ordinance requires applications for a Conditional Use Permit 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. That the use will not materially endanger the public health, safety, or general welfare if located where proposed and developed according to the plan as submitted and approved;

The proposed request for conditional use will not endanger the public health, safety, or general welfare for the reason that the change in use is for an existing structure currently zoned B-3. The request is for the function of the building; known as 610 A Powell St, to serve as a residence for employees as security as well as an apartment.

2. That the use meets all required conditions and specifications;

The proposed use will meet all required conditions and specifications in accordance with the current building codes for the interior construction of walls, installation of a shower and the demolition of 2 existing walls.

3. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property, or that the use is a public necessity; and

The portion of the property considered for a conditional use permit is located at 610 A Powell, adjacent to the residence of 600 Powell St with an existing tree barrier. The remainder of the property at 610 Powell St will remain as business. The proposed construction changes to the existing facility will only effect the interior of the structure.

4. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located. The conditional use shall demonstrate conformance to the Land Use Plan or other plan in effect at the time and address impacts of the project as required by GS 160A-382(b).

Improvements to the existing facility are Not in a public area, the building is currently not in use awaiting the approval of the conditional use permit for the remodel of the bathroom. All remodel work will be done to meet building codes.

**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 Conditional 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.*

Tom Moyer

Print Name

  
Signature of Applicant

11/6/15  
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: CUR-15-05 Submittal Date: 11/6/15

**OWNERS AUTHORIZATION**

I hereby give CONSENT to GrayCliff Enterprises Inc (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.

STEPHEN C. WOODARD, JR 11/2/15  
 Signature of Owner Print Name Date

**CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER**

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

Tom Moyer 11/6/15  
 Signature of Owner/Applicant Print Name Date

**FOR OFFICE USE ONLY**

File Number: CUR-15-05 Date Received: 11/6/15 Parcel ID Number: 168408-99-2106



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

## CONDITIONAL USE PERMIT APPLICATION

*Pursuant to Article 13, 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 Conditional Use. Conditional Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.*

*Conditional Use Permit 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. All fees are due when the application is submitted.*

### SITE INFORMATION:

Name of Project: Graycliff Enterprises      Acreage of Property: 1.46 AC  
 Parcel ID Number: 160408-49-2106      Tax ID: 15J08071  
 Deed Book: 388.6      Deed Page(s): 37  
 Address: 610 A Powell St  
 Location: Smithfield NC 27577  
located approximately 1/2 mile from Business 70  
 Existing Use: Trade contractor with outdoor storage      Proposed Use: overnight guests/apartments for employees  
 Existing Zoning District: B-3  
 Requested Zoning District B-3 CU  
 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: <u>CUP-15-05</u>	Date Received: <u>11/6/15</u>	Amount Paid: <u>\$300.00</u>
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**OWNER INFORMATION:**

Name: The Winstead Building 110 Partners Commercial Realty  
 Mailing Address: PO Box 1960, Smithfield, NC 27577-1960  
 Phone Number: 919-585-5321 Fax: 919-585-5321  
 Email Address: jferricone@partners.com. com

**APPLICANT INFORMATION:**

Applicant: GrayCliff Enterprises Inc  
 Mailing Address: 3300 Battleground Ave. Ste 100, Greensboro, NC 27410  
 Phone Number: 910-632-3948 Fax: 910-399-3380  
 Contact Person: Tom Moyer  
 Email Address: tmoyer@graycliffent.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:*

- All required plans (*please see the plan requirements checklist*).
- A signed and sealed traffic impact analysis.
- Verification of wastewater allocation (*granted or requested*).
- Driveway permits (*Town of Smithfield or NCDOT encroachment with associated documentation*).
- Other applicable documentation: \_\_\_\_\_

**STATEMENT OF JUSTIFICATION**

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

We are requesting that existing building of 610 A Powell Street be allowed to be used as an apartment for overnight guests/security.

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**REQUIRED FINDINGS OF FACT**

*Article 13, Section 13-17 of the Town of Smithfield Unified Development Ordinance requires applications for a Conditional Use Permit 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. That the use will not materially endanger the public health, safety, or general welfare if located where proposed and developed according to the plan as submitted and approved;

The proposed request for conditional use will not endanger the public health, safety, or general welfare for the reason that the change in use is for an existing structure currently zoned B-3. The request is for the function of the building; known as 610 A Powell St, to serve as a residence for employees as security as well as an apartment.

- 2. That the use meets all required conditions and specifications;

The proposed use will meet all required conditions and specifications in accordance with the current building codes for the interior construction of walls, installation of a shower and the demolition of 2 existing walls.

- 3. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property, or that the use is a public necessity; and

The portion of the property considered for a conditional use permit is located at 610 A Powell, adjacent to the residence of 600 Powell St with an existing tree barrier. The remainder of the property at 610 Powell St will remain as business. The proposed construction changes to the existing facility will only effect the interior of the structure.

- 4. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located. The conditional use shall demonstrate conformance to the Land Use Plan or other plan in effect at the time and address impacts of the project as required by GS 160A-382(b).

Improvements to the existing facility are Not in a public area, the building is currently not in use awaiting the approval of the conditional use permit for the remodel of the bathroom. All remodel work will be done to meet building codes.

**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 Conditional 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.*

Tom Moyer

*Print Name*

  
*Signature of Applicant*

11/6/15  
*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:   COR-15-05  

Submittal Date:   11/6/15  

**OWNERS AUTHORIZATION**

I hereby give CONSENT to   GrayCliff Enterprises Inc   (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.

  STEPHEN C. WOODARD, JR    
 Print Name

  11/2/15    
 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.

  Tom Moyer    
 Print Name

  11/6/15    
 Date

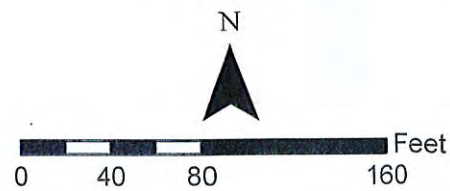
**FOR OFFICE USE ONLY**

File Number:   COR-15-05   Date Received:   11/6/15   Parcel ID Number:   168408-99-2106



Vicinity Map for:  
 CUP-15-05  
 Applicant:  
 GrayCliff Enterprises, Inc.

**SMITHFIELD**  
 NORTH CAROLINA  
 Map Created by The  
 Town of Smithfield  
 Geographic Information Services



Adjacent Property Owners of  
CUP-15-05

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
		GrayCliff Enterprises Inc	3300 Battleground Ave STE 100	Greensboro	NC	27410
15J08069	168408-89-9157	HOBBS, TINA SHIRLEY	616 HANCOCK STREET	SMITHFIELD	NC	27577
15J08067	168408-88-9873	TR		SMITHFIELD	NC	27577-1175
15J08071	168408-99-2106	WINSTEAD BUILDING	PO BOX 1960	SMITHFIELD	NC	27577-0000
15J08070	168408-99-0156	WINSTEAD BUILDING	PO BOX 1960	SMITHFIELD	NC	27577-0000
15L11005T	168408-99-1593	BAREFOOT, WAYNE L	111 MARIAH DRIVE	FOUR OAKS	NC	27524-0000
15088049	168408-99-3053	PITTMAN, BRYAN S	21 DOGWOOD LANE	FOUR OAKS	NC	27524-0000
15O99005L	168408-98-1801	TR		SMITHFIELD	NC	27577-1175
15089019A	168408-98-2872	HEAVNER, DANIEL L TRUSTEE	PO BOX 2346	SMITHFIELD	NC	27577-0000





PLANNING DEPARTMENT  
Paul C. Embler, Jr., Director

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, CUP-15-05, were notified by First Class Mail on 12-18-15.

*Mark E. Helmer*

Signature

Johnston County, North Carolina

I, Veronica Hardaway, 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

17th day of December, 2015

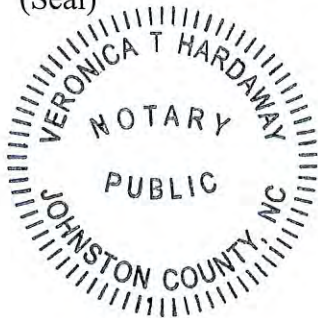
*Veronica T Hardaway*

Notary Public Signature

*Veronica T Hardaway*

Notary Public Name

My Commission expires on 1-14-18  
(Seal)





**PLANNING DEPARTMENT**

Paul C. Embler, Jr., Director

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**Notice Of Public Hearings**

Notice is hereby given that public hearings will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, January 5, 2016 at 7:00 P.M., at the Town Hall Council Chamber located at 350 East Market Street to consider the following requests:

**CUP-15-04 Triangle Marketing Associates, Inc:** The applicant is requesting a conditional use permit to allow for the construction and operation of a 30 foot radio antenna with studio on property located within an LI (Light Industrial) zoning district. The property considered for approval is located on the east side of Airport Industrial Drive and approximately 450 feet north of its intersection with Swift Creek Road. The property is further identified as Johnston County Tax ID# 15J08017F.

**CUP-15-05 GrayCliff Enterprises, Inc:** The applicant is requesting a conditional use permit to allow for one residential housing unit on property located within a B-3 (Business Highway Entrance) zoning district. The property considered for approval is located on the north side of Powell Street and approximately 240 feet east of its intersection with Computer Drive. The property is further identified as Johnston County Tax ID# 15J08071.

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 Smithfield Herald on 12/23/15 and 12/30/15**



**PLANNING DEPARTMENT**

Paul C. Embler, Jr., Director

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**Notice Of Public Hearings**

Notice is hereby given that public hearings will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, January 5, 2016 at 7:00 P.M., at the Town Hall Council Chamber located at 350 East Market Street to consider the following requests:

**CUP-15-04 Triangle Marketing Associates, Inc:** The applicant is requesting a conditional use permit to allow for the construction and operation of a 30 foot radio antenna with studio on property located within an LI (Light Industrial) zoning district. The property considered for approval is located on the east side of Airport Industrial Drive and approximately 450 feet north of its intersection with Swift Creek Road. The property is further identified as Johnston County Tax ID# 15J08017F.

**CUP-15-05 GrayCliff Enterprises, Inc:** The applicant is requesting a conditional use permit to allow for one residential housing unit on property located within a B-3 (Business Highway Entrance) zoning district. The property considered for approval is located on the north side of Powell Street and approximately 240 feet east of its intersection with Computer Drive. The property is further identified as Johnston County Tax ID# 15J08071.

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.



## Consent Agenda Items



The Smithfield Town Council met in regular session on Tuesday, December 1, 2015 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall. Mayor John H. Lampe II. presided.

Councilmen Present:

M. Andy Moore, Mayor Pro-Tem  
J. Perry Harris, District 2  
Travis Scott, District 3  
Roger A. Wood, District 4  
Emery D. Ashley, At-Large  
Charles A. Williams, At-Large  
John A. Dunn, Councilman Elect  
Stephen Rabil, Councilman Elect

Councilmen Absent

Marlon Lee, District 1

Administrative Staff Present

Jim Freeman, Interim Town Manager  
John Blanton, Interim Fire Chief  
Lenny Branch, Public Works Director  
Pete Connet, Interim Public Utilities Director  
Paul Emblar, Planning Director  
Gary Johnson, Parks & Rec Director  
Tim Kerigan, Human Resources/PIO  
Michael Scott, Chief of Police  
Greg Siler, Finance Director  
Shannan Williams, Town Clerk

Present:

Bob Spence, Town Attorney

Staff Absent:

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

**APPROVAL OF AGENDA:**

Councilman Williams made a motion, seconded by Mayor Pro-Tem Moore, to add to the consent agenda: To allow the Town Manager the ability to negotiate and execute an agreement with Verizon Wireless to add a generator at the cell tower site located at 111 South Fourth Street. Unanimously approved.

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

**OLD BUSINESS:**

**PRESENTATION:**

**1. FY 2014 – 2015 Audit**

Finance Director Greg Siler presented the FY 2014 – 2015 audit to the Council.

*A copy of the FY 2014-2015 Audit is on file in the office of the Town Clerk*

**PUBLIC HEARING:**

**1. Rezoning Request by Steven H. Gower (RZ-15-05)**

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

Planning Director Paul Emblar addressed the Council on a request by Steven H. Gower. Mr. Emblar stated that the applicant was requesting to rezone approximately 47.78 acres of land from the R-20A (Residential-Agricultural) zoning district and the B-3 (Highway Entrance Business) zoning district to the LI (Light Industrial) zoning district. The property considered for rezoning is located on the east side of US 70 Highway Business West and approximately 220 feet north of its intersection with Cloverdale Drive. The property is further identifies as Johnston County Tax ID# 17J08004. Mr. Emblar explained that the property considered for rezoning is currently being used for agricultural endeavors. The property contains 1 residential structure and 2 accessory structures which are located on the northeast side of the property.

The eastern most property boundary is the approximate centerline of Little Poplar Creek. The 110 lot residential subdivision of Whitley Height is adjacent to and south of the property considered for rezoning. The 62 lot residential subdivision of Wedgewood is not adjacent to the property proposed for rezoning but is in close proximity and located to northeast and just across Little Poplar Creek. Adjacent to and north of the property considered for rezoning is an existing LI (Light Industrial) zoning district which is approximately 45 acres in area. Existing tenants include North American Van Lines located in a 70 thousand square foot facility and Technion Studio located in a 55 square foot facility. Other Light Industrial parks in the area include an unnamed facility that is the home of OPW Containment and Airport Industrial Park located off Swift creek Road and adjacent to the airport. All of these facilities are located within the Town of Smithfield Planning and Zoning Jurisdiction.

Planning Director Paul Emblar has incorporated his entire record and provided it to Council in written form in the December 1, 2015 agenda packet.

The Planning Board, at its October 1, 2015 meeting, unanimously voted to continue the public hearing until its November 5, 2015 meeting. The Planning Board, at its November 5, 2015 meeting, unanimously voted to recommend approval of the proposed rezoning of approximately 47.78 acres of land from the R-20A (Residential-Agricultural) zoning district and the B-3 (Highway Entrance Business) zoning district to the LI (Light Industrial) zoning district.

The Planning Department recommends approval of the request to rezone approximately 47.78 acres of land from the R-20A (Residential-Agricultural) zoning district and the B-3 (Highway Entrance Business) zoning district to the LI (Light Industrial) zoning district.

Mayor Lampe asked if there were any questions/from those in the audience that had been duly sworn to testify. There were none.

Mayor Lampe asked if there were any questions from Council.

Councilman Ashley questioned if any of the adjacent property owners had expressed any concerns. Mr. Emblar responded that the Planning Department did not receive any feedback from any of the adjacent property owners.

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

### **The Written Finding of Facts**

Article 13 Section 13-17 of the Town of Smithfield Unified Development Ordinance requires all applications for a zoning map amendment to address the following eight findings. At its December 1, 2015 regular meeting, the Town Council determined that the zoning map amendment is warranted.

Councilman Ashley made a motion, seconded by Councilman Williams, to vote in agreement with all of the below eight stated Finding of Fact. Unanimously approved.

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

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

**Agree:** The rezoning request from the low density residential zoning district to a light industrial zoning district is not consistent with the recommendations of the Future Land Use Plan which calls for low density residential uses. However, expanding the existing light industrial zoning district to the subject property will create opportunities for future job growth in the area.



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

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

**Agree:** The rezoning petition is compatible with established neighborhood patterns of the surrounding area. This area contains some of the most productive industrial properties located within the Town of Smithfield Planning and Zoning Jurisdiction.

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

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

**Agree:** The rezoning request from the low density residential and highway entrance business zoning districts to a light industrial zoning district is consistent with historical trends suggesting that some industrial and manufacturing facilities prefer to be located in close proximity to Johnston County Airport.

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

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

**Agree:** The rezoning will allow for a wider range of commercial and light industrial uses and provide additional area for consideration of large scale manufacturing uses and developments. Any development that will occur from the rezoning will increase the tax base as an additional benefit.

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

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

**Agree:** It is unlikely an argument could be made for "spot zoning" or "small scale" since the rezoning will be expanding on an already existing light industrial zoning district.

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

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

**Agree:** The property is currently zoned for residential and agricultural uses. Additional manufacturing and industrial uses such as those permitted in the light industrial zoning district cannot occur unless the property is rezoned.

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

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

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

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

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

**Agree:** There are no physical restraints to the area considered for rezoning such as wetlands, stream buffers, potential flood hazard areas and storm water that would outright

prohibit development of the property. There is no limiting geological and hydrological formation that would prohibit development (rock outcrops, lakes, etc.).

### **Rezoning Permit Approval**

Councilman Ashley made a motion, seconded by Mayor Pro-Tem Moore, based upon satisfactory compliance with the above stated eight findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative, move to approve the Rezoning Petition RZ-15-05. Unanimously approved.

### **CITIZENS' COMMENTS:**

Mr. V. R. Phipps addressed the Council on his request to purchase the Old Water Treatment Plant. He offered the Town a check in the amount of \$8100 for removal of the asbestos in the facility. He asked that the Town consider allowing him to rent the facility for one year to allow for reconstruction of the building. He also asked that the Council reconsider the decision that was made to demolition the building. Mayor Lampe responded that he appreciated Mr. Phipps' desire to restore the Old Water Treatment Plant, but the Council had made a decision to demolition it and they must move forward with that decision.

### **CONSENT AGENDA:**

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

1. Approval of Minutes:

November 10, 2015 – Regular Meeting  
November 10, 2015 – Closed Session

2. Career Ladder Promotion – Police Department. The Police Department gained approval to promote one police officer from the rank of Police Officer I to Police Officer II.
3. Promotion – Fire Department. The Fire Department gained approval to promote a Firefighter II to the rank of Fire Engineer.
4. Approval to allow the Interim Town Manager to negotiate and execute an agreement with Verizon Wireless to allow Verizon to install a generator at the cell tower site located at 111 South Fourth Street.

Unanimously approved.

### **NEW BUSINESS ITEMS:**

#### **ORGANIZATIONAL MEETING**

Pursuant to NCGS 160A-68, the Smithfield Governing Body is scheduled to conduct an organizational meeting.

#### **1. Oaths of Office**

- a. The Honorable Senior Resident Superior Court Judge, Thomas H. Lock administered the Oath of Office to newly elected Mayor M. Andy Moore
- b. The Honorable Retired District Court Judge, T. Yates Dobson, Jr. administered the Oath of Office to incumbent At Large Councilman Emery Ashley

- c. The Honorable Senior Resident Superior Court Judge, Thomas H. Lock administered the Oath of Office to newly elected At Large Councilman John A. Dunn.
- d. The Honorable Retired District Court Judge, T. Yates Dobson, Jr. administered the Oath of Office to incumbent At Large Councilman Stephen Rabil.

**2. Presentations**

**a. To outgoing Councilman Charles Williams**

Mayor Lampe presented to Councilman Charles A. Williams a Proclamation in honor of his service to the Town of Smithfield.

**PROCLAMATION**

***In Honor of Councilman Charles A. Williams' Service to the Town of Smithfield***

**WHEREAS**, Charles Williams has served as a member of the Smithfield Town Council since December 2011; and

**WHEREAS**, Charles Williams' dedicated service to the citizens of the Town of Smithfield deserves special recognition; and

**WHEREAS**, through the performance of his duties and responsibilities as a member of the Town Council, Charles Williams has made excellent and constructive contributions for the betterment of the community; and

**WHEREAS**, Charles Williams was unique in his sensitivity for doing what was best for the entire community, and he had courage in expressing his convictions and a special way of dealing with complex issues; and

**WHEREAS**, the Town of Smithfield has been fortunate to have had the services of Charles Williams who has rendered good judgment for the Town; and

**NOW, THEREFORE, I, John H. Lampe II, Mayor of the Town of Smithfield along with the members of the Town Council, express our sincere appreciation to Charles A. Williams for his distinguished service to the Town of Smithfield.**

**b. To outgoing Mayor John H. Lampe II**

Mayor Andy Moore presented to Mayor Lampe a Proclamation in honor of his service to the Town of Smithfield.

**PROCLAMATION**

***In Honor of Mayor John H. Lampe's Service to the Town of Smithfield***

**WHEREAS**, John H. Lampe II has served as Mayor of Smithfield since December 2011 and chose not to seek reelection; and

**WHEREAS**, John H. Lampe II was an average to ok Mayor that was able to bring the members of the Council together to resolve issues; and

**WHEREAS**, the Town of Smithfield is grateful to John H. Lampe II. for his creative leadership and his concern for the public schools in Smithfield.

***NOW, THEREFORE, I, M. Andy Moore Mayor Pro-Tem of the Town of Smithfield along with the members of the Town Council, express our sincere appreciation to Mayor John H. Lampe II for his service to the citizens of Smithfield.***

### **3. Election of the Mayor Pro-Tempore**

Pursuant to NCGS 160A-70, the new Board is to elect a Mayor Pro-Tem amongst its members.

Councilman Harris made a motion, seconded by Councilman Wood, to elect Councilman Emery Ashley to serve as Mayor Pro-Tem for a two year term. Unanimously approved.

### **4. 2016 Meeting Schedule**

Pursuant to NCGS 160A-71 and Town of Smithfield Code of Ordinances Article II Section 2-46, the governing body is to adopt a meeting schedule.

Councilman Harris made a motion, seconded by Mayor Pro-Tem Ashley, to adopt the 2016 regular meeting schedule as follows:

- Tuesday, January 5th
- Tuesday, February 2nd
- Tuesday, March 1st
- Tuesday, April 5th
- Tuesday, May 3rd
- Tuesday, June 7th
- Tuesday, July 5th
- Tuesday, August 2nd
- Tuesday, September 6th
- Tuesday, October 4th
- Tuesday, November 1st
- Tuesday, December 6th

Unanimously approved.

### **Councilmembers Comments:**

- Mayor Pro-Tem Ashley expressed his appreciation to Councilman Williams and Mayor Lampe for their service to the Town of Smithfield
- Councilman Scott expressed his appreciation to Councilman Williams and Mayor Lampe for their service to the Town of Smithfield.
- Mayor Moore echoed the comments of the other members of Council. He expressed his appreciation to his family for their support and stated that he would always do what he felt was in the best interest of the Town of Smithfield.

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

- **Department Reports**
  - A highlight of each department's monthly activities was given to the Council.
- **Manager's Updates**

Interim Town Manager Jim Freeman discussed the following with the Town Council.

- Mr. Freeman expressed his appreciation to Mayor Pro-Tem Ashley and Councilman Scott on their assistance with the Library Memorandum of Agreement.
- Mr. Freeman explained that the Council should consider reviewing, in the near future, the Town Manager applications that have been received

### **Adjourn**

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

The meeting adjourned at approximately 8:15 pm.

ATTEST:

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M. Andy Moore, Mayor

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Shannan L. Williams, Town Clerk



The Smithfield Town Council met in special session on Tuesday, December 8, 2015 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall. Mayor M. Andy Moore presided.

Councilmen Present:

Emery D. Ashley, Mayor Pro-Tem  
 J. Perry Harris, District 2  
 Travis Scott, District 3  
 John A. Dunn, At-Large  
 Stephen Rabil, At-Large

Councilmen Absent

Marlon Lee, District 1  
 Roger A. Wood, District 4

Administrative Staff Present

Jim Freeman, Interim Town Manager  
 John Blanton, Interim Fire Chief  
 Lenny Branch, Public Works Director  
 Pete Connet, Interim Public Utilities Director  
 Paul Embler, Planning Director  
 Gary Johnson, Parks & Rec Director  
 Tim Kerigan, Human Resources/PIO  
 Michael Scott, Chief of Police  
 Greg Siler, Finance Director  
 Shannan Williams, Town Clerk

**APPROVAL OF AGENDA:**

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

**CONSENT AGENDA:**

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

1. Bid award and purchase approval of a 2016 Ford F150 service truck from Deacon Jones Auto Group to be utilized by the Public Works Sanitation Division in the amount of \$27,038.00. This is a FY 2015-2016 budget items:

Bids were solicited from the following vendors:

- Deacon Jones Auto Group \$27,038.00
- Capital Ford Inc. \$29,603.00
- Kenly Ford Inc. \$31,159.00

2. Career Ladder and reclassification for Public Utilities Water/Sewer Department. The Pump Station Mechanic is currently included in the approved Pay Plan at Pay Grade 12.

Approved classification additions:

- Pay Grade 10:Pump Station Mechanic Trainee (little to no experience)
- Pay Grade 13:Pump Station Mechanic II

3. Approved proceeding with bidding the additional transformer at the Brogden Road Substation when Plans and Specs are completed.

4. Approved FY 2015- 2016 Budget Amendments

<u>GENERAL FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
<b>1. Expenditures</b>			
10-4110-5711 Non-Departmental/Public Library	\$ 250,000	\$ 2,834	\$ 252,834
10-9990-5300 General Fund Contingency	338,160	(2,834)	335,326
	<u>\$ 588,160</u>	<u>\$ -</u>	<u>\$ 588,160</u>

To fund 1/3 of the library's HVAC compressor repair as approved at the November 10, 2015 council meeting

**2. Revenue**

10-3560-0006 SRAC Vending	\$ 2,100	\$ (2,100)	\$ -
10-3541-0001 Recreation/Pepsi Sponsorship	<u>10,300</u>	<u>2,100</u>	<u>12,400</u>
	<u>\$ 12,400</u>	<u>\$ -</u>	<u>\$ 12,400</u>

To move SRAC vending budget to Pepsi sponsorship as they are one in the same

**3. Revenue**

10-3900-1101 Cemetery - Riverside Lot Sales	<u>\$ -</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>
10-5500-3201 General Services - Riverside Ext. Inc. Reimb.	<u>-</u>	<u>20,000</u>	<u>20,000</u>

To fund Riverside Ext. lot sales and reimbursements

**4. Expenditures**

10-4110-5710 Non-Departmental/ Chamber Marketing Initiative	\$ 40,000	\$ (8,000)	\$ 32,000
10-4110-5717 Non-Departmental/Web Design and Maintenance	<u>-</u>	<u>8,000</u>	<u>8,000</u>
	<u>\$ 40,000</u>	<u>\$ -</u>	<u>\$ 40,000</u>

To fund Town of Smithfield new web design/maintenance with chamber marketing initiative funds as approved by council

**5. Expenditures**

10-4110-5503 Non-Departmental / Misc.- Settlements	\$ -	\$ 5,976	\$ 5,976
10-9990-5300 General Fund Contingency	<u>335,326</u>	<u>(5,976)</u>	<u>329,350</u>
	<u>\$ 335,326</u>	<u>\$ -</u>	<u>\$ 335,326</u>

To fund Town vs Partner's Equity condemnation settlement. File #11CVS4181

**6. Revenue**

10-3700-0000 Gen. Fund Miscellaneous Revenue	<u>\$ 8,000</u>	<u>\$ 825</u>	<u>\$ 8,825</u>
10-5100-3300 Police - Supplies/Operations	<u>75,710</u>	<u>825</u>	<u>76,535</u>

To increase police operations budget equal to the amount of auction proceeds as all remaining proceeds after expenses are turned over to the local school system

**WATER/SEWER FUND**

**7. Expenditures**

30-9990-5300 Water/Sewer Distribution - Contingency	\$ 270,709	\$ (72,300)	\$ 198,409
30-7200-3502 Water Plant - Bldg Demo and Asbestos Removal	<u>-</u>	<u>72,300</u>	<u>72,300</u>



\$ 270,709      \$           -      \$ 270,709

To establish and fund the old water plant demolition and asbestos removal as approved at the November 10, 2015, council meeting.

**Capital Projects -Water/Sewer Fund (Fund 45)**

**8. Expenditures**

45-7220-7412 I & I E. Smithfield	\$ 100,000	\$ (100,000)	\$ -
45-7220-7413 I & I S. & W. Smithfield	<u>800,000</u>	<u>100,000</u>	<u>900,000</u>
	<u>\$ 900,000</u>	<u>\$ -</u>	<u>\$ 900,000</u>

To combine two I & I projects into one at the Utility Director's request as invoices will come as one project. Also to change the name on 45-7220-7413 to I & I E.,S., & W. Smithfield

Approved by the Smithfield Town Council this the 8th day of December, 2015

5. Approval to pay off two high interest USDA Loans totaling \$479,832 utilizing general fund balance.

Description	Original Loan Amount	Interest Rate	Original Term	Loan Date	Maturity Date	Annual Payment	12/15/2015 Pay Off
EMS Bldg #1	300,000.00	4.130%	30	03/08/07	03/08/37	17,616	259,508
Downtown Revitalization (Streetscape)	250,000.00	4.375%	30	12/07/06	12/07/36	15,125	220,325

6. The Parks and Recreation Department gained approval to solicit bids for the construction of the Inclusion Playground and Miracle League Field at the Smithfield Community Park.
7. Approval of a Memorandum of Understanding between the Public Library of Johnston County and Smithfield, Johnston County and the Town of Smithfield as it relates to unbudgeted and unanticipated emergency expenses at the Library.

Unanimously approved.

**BUSINESS ITEMS:**

- 1. Bid Award to Four Oaks Bank and Trust for the financing of multiple water and sewer projects estimated to cost \$1.43 million.**

Finance Director Greg Siler addressed the Council on approval of a bid award for financing of multiple water and sewer projects. The projects included:

Closed Circuit TV inspection and cleaning of approximately 39,250 linear feet of sewer line and rehabilitation of approximately 10,000 linear feet of sewer lines and replacement/repair of approximately 36 manholes in East, South and West Smithfield (\$900,000)

Install a sand removal system and related equipment at the raw water intake at the Neuse River (\$530,000)

Mr. Siler explained that a request for proposal was sent out on November 30<sup>th</sup>, soliciting bids for the financing and only one proposal was received. Four Oaks Banks and Trust proposed 3.05% for 12 years with semi-annual payments. The fixed semi-annual payment is \$71,784.94.

**Loan information:**

Total interest over 12 years \$ 292,838

First semi-annual payment of \$71,784.94

Total annual payment of \$143,569.86

Amount paid throughout the life of loan agreement is \$1,722,838

Mr. Siler explained that many financial institutions didn't have the appetite for this type of loan or the term of the loan. He did explain that this loan could have a total life of 10 or 12 years.

Councilman Scott stated that this was something that definitely needed to be done.

Mayor Moore stated for the record that the closed circuit inspection project was currently underway.

Mr. Siler explained that the Water/ Sewer fund balance reduction was due to the inflow and infiltration problems and fixing the problems would resolve the fund balance issues.

Councilman Harris made a motion, seconded by Councilman Scott, to award the bid to Four Oaks Bank. Mayor Pro-Tem Ashley amended Councilman Harris' motion by adding awarding the bid to Four Oaks Bank for a total term of ten years and approval of Resolution #572 (22-2015). Councilman Harris and Councilman Scott agreed to the Mayor Pro-Tem Ashley's amendment. Unanimously approved.

Mayor Moore explained that Resolution # 573 was necessary because the I & I project was currently underway and some funds have already been spent. Funds from loan proceeds would be used to reimburse the funds spent from the Water/Sewer Fund.

Councilman Harris made a motion, seconded by Councilman Dunn, to approve Resolution #573 (23-2015). Unanimously approved.

**TOWN OF SMITHFIELD  
RESOLUTION #572 (22-2015)  
APPROVING FINANCING TERMS**

***WHEREAS:*** *The Town of Smithfield ("Town") has previously determined to undertake a project for the financing of inflow and infiltration correction; and sand removal system, (the "Projects"), and the Finance Officer has now presented a proposal for the financing of such Project.*

***BE IT THEREFORE RESOLVED, as follows:***

1. *The Town hereby determines to finance the Projects through Four Oaks Bank in accordance with the proposal dated December 2, 2015. The amount financed shall not exceed \$1,430,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.90%, and the financing term shall not exceed 10 years from closing.*
2. *All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Projects as contemplated by the proposal and this resolution. The Financing Documents may include a Financing Agreement, UCCs, and/or a Project Fund Agreement as Four Oaks Bank may request.*

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

**TOWN OF SMITHFIELD, NORTH CAROLINA  
RESOLUTION # 573 (23-2015)  
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

*This declaration (the "Declaration") is made pursuant to the requirements of the Unified States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to reimburse under such Treasury Regulations Section.*

*The undersigned is authorized to declare the official intent of The Town of Smithfield, North Carolina, (the "issuer") with respect to the matters contained herein.*

1. *Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "expenditures") for the inflow and infiltration correction; and sand removal system projects (the "projects").*
  2. *Plan of Finance. The Issuer intends to finance the costs of the projects with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.*
  3. *Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Projects is \$1,430,000.*
  4. *Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the expenditures incurred by it prior to the issuance of the borrowing.*
- 2. Bid Award to R.D. Braswell Construction for the construction and installation of related equipment for the Sand Removal System at the Smithfield Water Treatment Plant**

Interim Public Utilities Director Pete Connet addressed the Council on a request to award the bid for construction and site work at the Water Treatment Plant – Sand Removal System to R.D. Braswell

Construction in the amount of \$246,681.10. This construction is necessary for the pump and sand separation equipment that will be installed in the spring of 2016.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Harris, to award the contract to R.D. Braswell Construction in the amount of \$246,681.10 for the construction and installation of related equipment for the Sand Removal System at the Smithfield Water Treatment Plant. Unanimously approved.

### **3. Discussion on bidding new Sludge Handling Equipment for the Water Plant**

Interim Public Utilities Director Pete Connet addressed the Council on a proposed plan to try and reduce costs for treatment and disposal of the sludge material left from the water treatment process. Mr. Connet explained that Water Plant Staff had been conducting some Pilot Tests on Sludge Handling Equipment for the Water Plant. Plant Superintendent Dale Boyette visited the Town of Grifton and seen the proposed type of equipment in operation. We have also had two vendors bring their mobile equipment on site to run pilot tests on our waste and to de-water it for disposal. Currently, we are pumping the liquid waste from waste holding basin and either applying to a permitted agriculture site during dry times or hauling it to the County treatment facility for dewatering and disposal. At this time, Johnston County is charging approximately \$750/wet ton to process, or if it is dry they will only charge around \$58.00/ton to dispose of the de-watered waste. The current budget has allocated \$200,000 for sludge removal by our contract hauler and \$150,000 for Landfill Charges to the County or a total of \$350,000.

Mr. Boyette provided the following information on his estimated operational costs if the new equipment were available before July 2016:

- \$ 72,000 annually for disposal
- \$ 10,000 for electricity
- \$ 8,000 for polymer
- \$ 90,000 annual operating cost beginning FY 16-17

Mr. Boyette informed the Council that he was also working with Granville farms to further reduce the disposal costs. It is possible that they will haul the dried sludge away for \$42.00 per dry ton. That price includes dumpster rental. His calculations suggest that the disposal can be reduced from \$72,000 per year to about \$40,000. Annual operating budget for sludge would be about \$60,000 in FY 16-17.

Mr. Connet explained that he and Mr. Boyette estimated that a proposed budget for this project would not exceed \$300,000 for the equipment and related engineering work. Both have discussed this with the Finance Officer and Interim Manager and all of us see this project paying for itself in one year. Funds to pay for a portion of this cost can possibly come from savings in other line items and/or capital projects. A loan for the balance may be needed or an appropriation from Water/Sewer Fund Balance.

Councilman Harris questioned if staff would need to come back to Council in the future to gain approval for additional funds. Mr. Connet responded that the equipment and installation should cost approximately \$300,000. He stated that staff is confident with savings from several projects and reallocating unspent economic development funds, the \$300,000 needed for the project was possible.

Councilman Harris stated that the Council should discuss in the future monies that have been allocated for economic development and how Mr. Kerigan will be able to use it.

Councilman Scott questioned if the Water Plant would have adequate staffing to manage this sludge. Mr. Boyette responded that an additional staff member would be proposed in the upcoming budget, but that staff member would be responsible for all maintenance of the Water Plant.

Councilman Scott made a motion, seconded by Councilman Harris, to allow staff to proceed with the bid process of Sludge Handling Equipment for the Water Plant. Unanimously approved.

#### 4. Discussion regarding the Town Manager Hiring Process

Interim Town Manager Jim Freeman reported to the Council that 33 applications have been received for the Town Manager position. Mayor Moore stated that staff was seeking direction from the Council on how to proceed with the process.

Mayor Pro-Tem Ashley suggested that the Council be given two or three weeks to review the applications. Each Councilmember should choose five or six candidates to discuss during a close session at the January 5, 2016 regular meeting. It was the consensus of the Council to follow the suggestions made by Mayor Pro-Tem Ashley.

#### 5. Discussion concerning setting the date for the rate and load management workshop in January.

It was the consensus of the Council to hold a special workshop on Tuesday, January 26<sup>th</sup> at 6:00 pm Cecil Rhodes of ElectriCities will be present to discuss load management efforts. Further review of electric rates reductions will also be discussed.

#### 6. Discussion concerning the State Health Plan

Human Resources Director Tim Kerigan discussed with the Council the potential of the Town switching to the State Health Plan for employee health insurance. He explained that there are a lot of variables in comparing the Town's current Health Plan with the State's Health Plan. The Town's core plan is an 80/20 plan. The State's core plan is a 70/30, but employees can elect and pay an additional cost of \$13.56 for an 80/20 as long as several wellness checks were met. If the Town switched from our current plan to the State's 70/30 plan it would save the Town and estimated \$78,000 this year.

Mr. Kerigan explained that the current premiums are as follows:

FY 2015-16 Totals	Total Enrollees	Cost To Employee For Dependents Per Month	Cost To Town Per Month	Total Premium Per Month
Employee Only	108	\$0.00	\$488.13	\$488.13
Employee/Spouse	8	\$408.93	\$755.44	\$1,164.37
Employee/Child	39	\$231.88	\$755.67	\$987.55
Family	8	\$787.20	\$798.30	\$1,585.50

Mr. Kerigan informed the Council that the State Health Plan will not allow retirees to be insured on their policy. With that in mind, the Town has 25 retirees on its current insurance policy and 63 employees that were hired prior to 2007 that were hired under the premise that if they retired with 20 years of service, they would remain on the Town's insurance until they became Medicare eligible. Also, the Town has 25 retirees that are not on the Town's insurance policy that are currently receiving Medicare supplements. Mr. Kerigan posed the question as to what the Town would do with the current "grandfathered" employees and the current retirees. He stated that he felt it was necessary to consult Town Attorney Bob Spence on his legal opinion.

Councilman Harris questioned if the State had a plan for their retirees. Mayor Pro-tem Ashley responded that the State has a large liability that is unfunded with its retirees and that is the reason that they will not allow any additional retirees to be added to their health plan. Councilman Harris further questioned that if the Town chose to switch to the State Health Plan how the Town will insure our retirees. He also questioned if Mr. Kerigan had spoken with Clayton and Benson as to what their course of action would be in regards to their retirees. Mr. Kerigan responded that Clayton and Benson had higher premiums then we did so the cost savings to them was much more significant.

Mayor Pro-Tem Ashley stated that his concern was the Town was headed into uncharted territory with health insurance and might be better served long term by being a part of a larger group

Councilman Harris stated that the Council has a situation. In regards to vested employees if the health insurance is changed, we may have some legal issues to handle in the future. He stated that the Council needed to know what was best for the employees and best for the Town. He further stated that the State program may be a better opportunity for savings for employees in the future. Councilman Harris directed Mr. Kerigan to compile all the information on the Town's current insurance and the State's insurance in some type of chart or spreadsheet and send it out to Council. He explained that this was a major decision for the Town of Smithfield but also for our employees and he felt that Council needed as much information as possible to make an informed decision. He asked Mr. Kerigan to speak with the Town Attorney on any legal issue that he felt might arise from switching to the State Health Plan as it relates to our retirees and "grandfathered" employees. Interim Manager Jim Freeman asked Mr. Kerigan to provide as much information as possible to the Council prior to the January 5<sup>th</sup> meeting. Mr. Kerigan stated that he would provide most of this information to Council via email prior to the holidays.

Councilman Scott suggested that employees be given some type of survey to assist the Council with understanding the employees' thoughts on health insurance and benefits. Councilman Harris suggested that meetings could be held with the employees or Department Heads.

Interim Manager Jim Freeman asked for clarification of the \$78,000 a year savings from the Town's current health plan to the State Health Plan was without the retirees on the policy. Mr. Kerigan responded that was correct.

Councilman Dunn questioned the timetable for implementation on moving to the State Health Plan—Mr. Kerigan responded that there is a queuing order and we have reserved our place in line with the resolution that was approved at the last meeting.

Councilman Harris asked Mr. Kerigan to speak with our current provider and find out what rates increase are going to be and provide that information to Council. Mr. Kerigan responded that staff is anticipating speaking with them at the end of this month or next month depending on their schedule. Mr. Kerigan had heard that the State Health Plan Premiums were estimated to increase 4-8%

Councilman Dunn stated that he did not think it was fair for the employees to bear the burden of increased health insurance premiums.

Mayor Moore instructed Mr. Kerigan to compile the information and e-mail it to Council.

Mayor Pro-Tem Ashley also requested information on the Town's options for covering our retirees.

## **Other Information**

### **Interim Town Manager**

1. Mr. Freeman reminded the Council of the employee luncheon to be held on December 22<sup>nd</sup> at 1:00 pm at the SRAC.
2. Mr. Freeman informed the Council that per their direction, he would be accepting the \$200 rate increase with Verizon Wireless and executing a ground lease agreement as it relates to the generator that they will be installing at the cell tower site at 111 South Fourth Street.

### **Mayor**

1. Mayor Moore informed the Council of the orientation that was held for the two newly elected Councilmembers.
2. Mayor Moore, Councilman Harris and Economic Development Liaison Tim Kerigan met with a local business this morning on possible expansion.

3. Mayor Moore informed the Council that he receive information today that Johnston County Schools received grant for an early technical college at SSS subject to funding.

Councilman Harris stated that Councilmembers typically serve on committees and Boards. He currently serves on the Triangle J. Council of Governments. He stated that Councilman Charles Williams served on the Rural Planning Organization. Councilman Harris stated that he would like to relinquish his seat on the Triangle J. Council of Governments Board of Delegates and serve on the Rural Planning Organization

Councilman Scott made a motion, seconded by Mayor Pro-Tem Ashley, to allow Councilman Harris to serve on the Rural Planning Organization representing the Town of Smithfield.  
Unanimously approved.

### **Adjourn**

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

The meeting adjourned at approximately 8:44 pm.

ATTEST:

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M. Andy Moore, Mayor

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Shannan L. Williams, Town Clerk





**Town of Smithfield  
Town Council  
Action Form**

**Item: Squad Car Purchase**

**Date of Meeting:** January 5, 2016

**Date Prepared:** December 22, 2015

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

**Presentation:** Consent Agenda

**Presentation:**

The police department was budgeted \$62,000 for the purchase of two (02) SUV's to replace the existing K-9 patrol vehicles. The police department solicited quotes from Classic Ford and Capital Ford which is the winner of the North Carolina State Bid Contract for the Ford Interceptor Police Vehicle. Classic Ford did not submit a bid. The state bid price is \$30,590 per vehicle. With minor changes to the state bid specifications, the final price from Capital Ford is \$30,741 per vehicle making the total purchase price for two vehicles, \$61,482. Additional taxes will use the remainder of the budgeted amount.

**Action Requested:**

It is requested the Town Council approve the purchase of 2 Ford Interceptor Utility Vehicles from Capital Ford for the amount of \$61,482.





## Fleet Vehicle and Equipment Specification

Specification # - SUV-MD-PL (2-5-2015)

SUV-MD-PL

Medium Duty Pursuit Rated Sport Utility Vehicle AWD

Ford Interceptor Utility

\*NOTE - The following specification is the minimum requirements only. The actual awarded vehicle may include features and options that exceed the specification.

### Scope

This specification details The State of North Carolina's requirement for a full size, pursuit rated, sport utility vehicle. The full size sport utility vehicle and all required options will be designed and assembled in accordance with all applicable industry standards and comply with all governmental regulations as they apply to the operation of the vehicle described in this specification. This vehicle will be used for general transportation of personnel and light materials associated with the operation of a government business and specifically those associated with law enforcement.

### BASE SPECIFICATIONS:

#### General

Wheelbase - 110 - 115 in.  
Length (overall) - 195-200 in.  
Weight - 4,500 - 4,700 lbs.  
GVWR - N/A  
GCWR - N/A (5,000 lbs. (towing capacity))  
Payload - N/A

#### Engine

3.5L DOHC, V6, EcoBoost®, 24 valve or equivalent  
365 HP @ 5,500 RPM (net SAE)  
350 lb.-ft @ 1,500 - 5000 RPM (net SAE)  
Stainless steel exhaust  
Fuel - Unleaded regular 87 octane or E85  
Cooling system, heavy duty, automatic coolant recovery system with permanent type anti-freeze protected to -20 degrees F with rust inhibitor.  
Engine external oil cooler (if available from OEM)  
Engine hour meter

#### Transmission

Automatic - Electronic six (6) speed w OD  
Rear axle ratio - 3.39  
Electronic stability control  
All wheel drive (4X4)  
External oil cooler (if OEM available)  
Advance Trac® with RSC

#### Brakes

Front - Disc-vented; Rear - Disc  
ABS (Antilock brake system) four (4) wheel - 4 ABS channels  
ABS driveline traction control

#### Electrical

Battery - 750 CCA, HD with "rundown" protection (maintenance free)  
Alternator - 220 amp., heavy duty  
Coil-on-plug type ignition

#### Tires

Tires, five (5), tubeless, radial, black sidewall, all-season tread, P245/55R18W rated approved and certified for pursuit use on the specific model and configuration of vehicle offered. Goodyear RS-A only.  
Spare - Full size mounted under body

#### Wheels

Wheels, five (5), 18" x 7.5" minimum, steel  
Full wheel covers

## Interior Equipment

Air conditioning  
Color -Charcoal  
Seats: Bucket cloth front with driver's side power adjustable, 6-way and console mounting plate. Rear seat vinyl. Front seat construction shall be fully suitable for law enforcement work by the Highway Patrol during normal 8 hour shifts with sufficient comfort and support with integrated anti-stab plates.  
Seat belts to be manufacturers production standard for both front and rear passengers.  
Safety air bags - Driver and passenger and head-curtain side impact  
Driver & passenger head protection air bags  
Seat belts to be manufacturers production standard for both front and rear passengers.  
Occupancy sensor  
Driver's and passenger's supplemental inflatable restraint system (air bags) as mandated by NHTSA at the time of production.  
Radio, manufacturer's standard AM/FM stereo with front and rear speakers and CD player  
Power steering (external oil cooler if OEM available)  
Cruise control  
Tilt steering  
Three (3) keys for each vehicle. Each vehicle to be keyed individually.  
Manufacturer-furnished blank for third key may be cut by dealer.  
Keyless entry, two (2) electronic key fobs  
Clock - Dash mounted  
Trunk to include full carpeting and power point  
Speedometer, certified calibrated speedometer (2 MPH increments) (max. 3% error). Approx. 0-140 MPH indicator  
Dome light and map/reading light. One such light is to be LED and driver selectable for off-red-white operation and may in addition (but not in lieu of) be switched on-off by a door-actuated control Other light is to be activated (on-off) by a door-actuated switch and may in addition (but not in lieu of) be switched on-off by a driver operated control.  
Glove compartment light and door lock  
Luggage compartment light  
Mirrors, inside with day/night adjustment  
Power door locks all four (4) doors with rear locks inoperable from inside  
Power windows with driver express down  
Floor covering, carpet, color keyed, front and rear with color keyed scuff plates.  
Removable floor mats are NOT required, and may be deleted if standard equipment.  
12v DC power outlets (2)  
Rear window defroster, electric (not blower type) with control within convenient reach of driver and clearly marked  
Low Tire Pressure Warning (TPMS)  
Remote hood release, inside  
Seating capacity - 5

**Exterior Equipment**

Color - White (manufacturer's standard)  
Variable intermittent front windshield wipers  
Halogen type head lights  
Dual exterior mirrors, remote controlled on left and right side  
Power adjustable outside mirrors  
Automatic "shift on the fly" four (4) wheel drive or equivalent  
Fuel tank - 18.0 - 19.0 gal.  
Skid plates for protection to underbody components for off-road travel

**Emissions**

ULEV II

**OTHER:**

Speed and acceleration test to be certified by Michigan State Police vehicle evaluation program  
Paint, all manufacturer's standard and clear coat solid colors to be included in the bid price for the base vehicle  
Cargo wiring upfit package #67G

**Warranty**

Bumper to Bumper - 36 month/36,000 miles (Basic)  
Powertrain - 60 month/60,000 miles  
Corrosion Perforation - 60 month/unlimited distance  
Roadside Assistance - 60 month/60,000 miles  
Safety Restraint System - 60 month/60,000 miles

**Approved Configurations**

**SUV-MD**

Front wheel drive only

**Approved Options** (all configurations)

"LT" tires (size approved by manufacturer and consistent with offerings on same model vehicle)  
CNG/LPG fuel capability - Requirement for engine only capability. Storage, fuel lines and valving not required but can be quoted upon.

Item #	Vehicle Type	Unit Price	Add, Deduct, or No Change	Amount for Aid or Deduct	Vehicle Brand	Vehicle Model	Trim Level	Body Code	Order Code	Specification File Name	Awarded Vendor
22	Ford Police Interceptor Sedan, V6, Solid Color, All-Wheel Drive	\$ 23,954.00			FORD	AWD SEDAN	POLICE	P2M	500A	S0N-FLEPL	Capital Ford of Raleigh
	Turbo-Charged		Add	\$ 2,836.00	FORD	AWD SEDAN	POLICE	P2M	500A		
	Front-Wheel Drive		Deduct	\$ 930.00	FORD	FWD SEDAN	POLICE	02L	500A		
	SSV		Deduct	\$ 398.00	FORD	FWD SEDAN	POLICE	P2L	501A		
	Discount on Option Spend	7%									
23	Ford Police Utility	\$ 30,590.00			FORD	Police Interceptor Utility		K8A	500A	SUV-AMP-HI	Capital Ford of Raleigh
	Turbo-Charged		No Charge	\$ -	FORD	Police Interceptor Utility		K8A	500A		
	Discount on Option Spend	8%									
24	Chevrolet Tahoe PPV, 2-Wheel Drive	No Bid									

# Smithfield Police Department

## Change Orders to State Contract Price

### 2016, Ford Interceptor Utility

- 1) Change two key fobs to three key fobs
- 2) Change floor covering, carpet to floor covering, vinyl
- 3) Change Removable Floor Mats NOT required to Removable floor mats required, carpet type
- 4) Add Hand activated spot light, factory mounted on driver's side of vehicle. Light activation and movement from inside driver's side of vehicle.

Adjusted individual price: \$30,741.





**Town of Smithfield  
Town Council  
Action Form**

**Item Title: Consideration of a motion to approve the purchase of a 2017 Smeal Fire Engine, at a price of \$491,799.00**

**Date of Meeting:** December 1, 2015    **Date Prepared:** November 23, 2015

**Staff Work By:**  
John Blanton, Interim Fire Chief

**Presentation By:**  
Consent Agenda

**Presentation Description:**

The Fire Department requests the approval of the budgeted purchase of a new Fire Engine for replacement of our existing 1992 Engine 3.

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

- Atlantic Coast Fire Trucks - **Smeal** - \$490,000.00 that includes Performance Bond, Trip, and Contract Fees
- Atlantic Emergency Solutions - **Pierce** - \$494,996.00 with a 3% increase - \$14,849.88 after November 27, 2015; for an estimated total of \$509,845.88
- First Choice Fire & Safety – **Spartan ERV** - \$491,158.00 did not include Performance Bond, Trip, and Contract Fees that will increase an additional- \$11,350.00 for a total price of \$502,508.00

The Town Of Smithfield are members of both **HGAC** (Houston Galveston Area Council) and **NJPA** (National Joint Powers Alliance), which are both cooperative purchasing programs that allow Government Departments to purchase without competitive bidding. Under the Town Of Smithfield Purchasing Manual, a Formal Bidding Process is required if the amount of purchase is over \$90,000.00 with exception to the policy (Purchases made from the United States Government or any other governmental unit or agency within the United States).

The **HGAC** program requires the **purchaser** to pay an upfront fee of \$2,000.00 to complete the purchase. This cost is also added to the price of the truck.

The **NJPA** program requires the **vendor** to pay the \$2,000.00 fee at the end of the purchase and also the pricing is 5% less. This cost is also added to the price of the truck.

The Fire Department Truck committee sent a department drawn spec with three different vendors to get quotes and to learn the facts of the three companies.

Their Findings were as follow:

- **Smeal Fire Trucks:**

1. They offer a complete 2 year bumper to bumper warranty, with additional warranties on different components. Example 5 year warranty on the Engine, etc.
2. Most of their parts are not proprietary and can be bought locally which is cheaper in the life of the truck.
3. Their repair shop is contracted with #1 Testing in Princeton, NC and is in good standing with the Town.
4. The staff called current customers for references; and asked if they were to purchase a new truck, would it be the same. All of them said they would, based on durability and loyalty of the company to stand behind their product.

- **Pierce Fire Trucks:**

1. They offer a complete 1 year bumper to bumper warranty, with additional warranties on different components. Example 5 year warranty on the Engine etc.
2. All of their parts are proprietary and can only be bought through them, and cost more over the life of the truck.
3. Their repair shop is in Fayetteville, NC
4. The staff called current customers for references; and asked if they were to purchase a new truck, would it be the same. Most of them said they **would not**; based on failure to remedy repairs and purchasing parts.

- **Spartan ERV Fire Trucks:**

1. They offer a complete 2 year bumper to bumper warranty, with additional warranties on different components. Example 5 year warranty on the Engine etc.
2. Most of their parts are not proprietary and can be bought locally which is cheaper in the life of the truck.
3. They do not have a Repair Shop contracted, but occasionally use Mike's Paint & Body in Kenly, NC.

4. The staff called current customers for references; and asked if they were to purchase a new truck, would it be the same. All of them said they would, based on durability and loyalty of the company to stand behind their product.

Staff recommended the Smeal Fire Truck after all the findings. The committee came to their decision, based on the facts and pricing. It was their goal to have a dependable and cost effective fire truck.

The committee met with the Smeal Salesman to refine the truck specs to lower the price in an attempt to be good stewards of tax dollars used to purchase this Fire Truck.

Council approved in the 2015-2016 budget, Line item 46-5300-7400; in the amount of \$530,000.00, to purchase a new Fire Truck for replacement of Engine 3.

**The purchasing options are as follow:**

1. If purchased using **HGAC** the cost of the Fire Truck would be:

Base Price of Truck	\$519,421.00
Smeal Discount	- \$(7,261.00)
Sub Total	\$512,160.00
Performance Bond	\$3,300.00
HGAC Fee	\$2,000.00

**Total Cost: \$517,460.00**

- \*\* Option to deduct Performance bond if not required; **\$3,300.00**  
 And prepayment of the cab and chassis in the amount of: **\$232,200.00**  
 \*\* an additional savings of: **\$6,200.00**

**For a total cost of: \$507,960.00**

2. If purchased using **NJPA** the cost the Fire Truck would be:

Base Price of Truck	\$519,421.00
Smeal Discount	- \$(7,261.00)
NJPA Discount	- \$(25,661.00)
Sub Total	\$486,499.00
Performance Bond	\$3,300.00
NJPA Fee	\$2,000.00

**Total Cost: \$491,799.00**

- \*\* Option to deduct Performance Bond if not needed; **\$3,300.00**  
 And Prepayment of the cab and chassis in the amount of: **\$232,200.00**  
 \*\* an additional savings of: **\$6,200.00**

**For a total cost of: \$482,299.00**

**Action Requested:**

Approve a motion granting permission to proceed with the budgeted purchase of a 2017 Smeal Fire Truck from Atlantic Coast Fire Trucks, using NJPA as the cooperative purchasing program.

**TOWN OF SMITHFIELD  
TOWN COUNCIL ACTION FORM**

**Item Title: Authorization to Apply for an AFG (Assistance to Firefighter's Grant)**

**Date of Meeting:** January 5, 2016      **Date Prepared:** December 22, 2015

**Staff Work By:**  
John Blanton, Interim Fire Chief

**Presentation By:**  
Consent agenda

**Presentation Description:**

The AFG grant process opened on December 7, 2015 and closes on January 15, 2016. The AFG grant allows Fire Departments to apply for needed equipment. The Department would be applying for replacement of aging Air Packs that are now over 12 years old and also an aging Air Compressor. This grant is a 95% - 5% purchase; meaning the Town's responsibility would be 5% and the grant would cover 95% of the awarded amount. The amount for the grant application would be \$445,827.00. The Town's responsibility, if awarded, would be \$21,229.00. The process could take between 8-12 months before notification of awarded grants. This would put the purchase, if awarded, in the 2016-2017 fiscal year.

**Action Requested:**

Approve the participation and application to the AFG (Assistance to Firefighters Grant Program) in the amount of \$445,827.00 with a 5% Town of Smithfield match of \$ 21,229.00.



**Town of Smithfield  
Town Council  
Action form**

**Item:** Parks and Recreation Grant for Land Acquisition

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

**Date prepared:** December 28, 2015

**Staff work by:** Gary Johnson

**Presentation:** Gary Johnson

**Presentation:** The Town of Smithfield Parks and Recreation Master Plans calls for the additional purchase of land surrounding Smithfield Community Park. This coming year (application due May 2) there will now be an extra million dollars available in state grants for local governments, which means there will be close to \$10 million available (as opposed to \$5 million in 2015). These grants are a 50/50 match. If a grant is awarded, the Town would then have 5 years to begin development of recreation facilities (can apply for grant to help with development).

In order to receive a grant, the application process would need to begin immediately. If for some reason the town decided several months down the road that they wanted to pull out (i.e. can't come to terms with landowners, etc.), the town could withdraw its application.

**Action Requested:** The Parks and Recreation Department requests that the council give approval to look into / begin the grant application process for the purchase of land around Community Park.





# Town of Smithfield Town Council Information Form

**Item:** Physical Relocation of Town of Smithfield PEG Channel  
**Date of Meeting:** January 5, 2016 **Date Prepared:** December 28, 2015  
**Staff Work By:** Tim Kerigan and Brian Adams  
**Presentation:** Tim Kerigan

**Background:**

In July of 2015, Johnston Community College informed Town staff of their desire to withdraw their involvement with the Town and College’s joint PEG (public, educational and government access) television channel. This decision on the part of JCC will require the relocation of the broadcasting equipment from the JCC campus to Smithfield Town Hall. Relocating the equipment will require an infrastructure update to be performed by Time Warner Cable. The total cost of this infrastructure update, as well as the relocation and installation of the equipment is as follows:

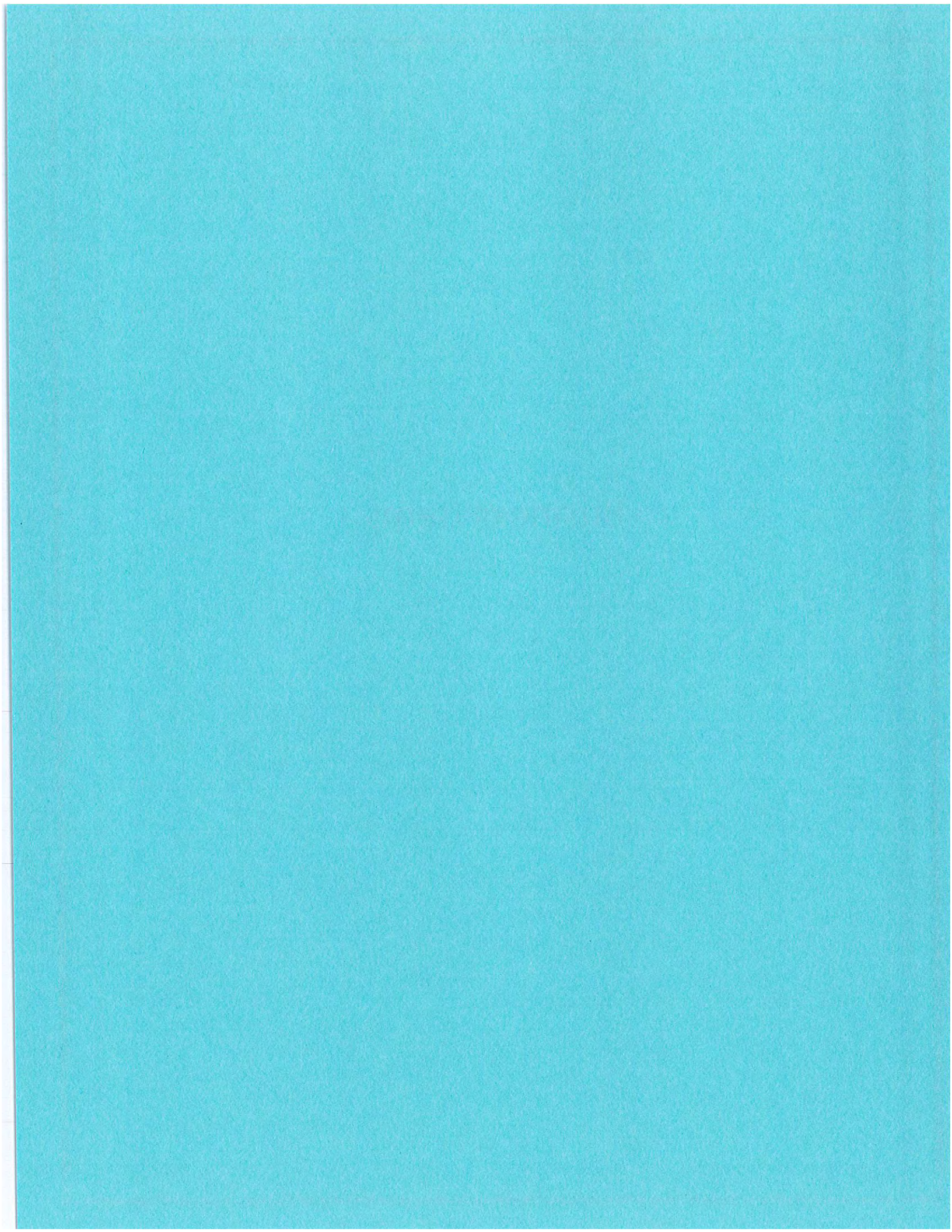
Equipment Costs:	\$4,800.00
Fiber Costs & Equipment:	\$2,500.00
Installation, Taxes, Fees:	\$3,356.00
<hr/>	
Total	\$10,656.00 (One-Time Charge)

**Action Requested:**

The Town Council is asked to approve the expenditure of \$10,656.00 to be paid from the PEG Channel line item (10-4110-5716).



# Business Items



**TOWN OF SMITHFIELD  
Town Council  
Action Form**

**Business Item:** Consideration and approval of a Contract agreement for Grant Number 2016-018-3201-2538: "Atlantic Resources – Brightleaf Boulevard Building Renovation Project"

**Date of Meeting:** January 5, 2016

**Date Prepared:** December 22, 2015

**Staff Work By:** Shannan Williams

**Presentation By:** Interim Manager Jim Freeman

**Presentation Description:**

At the September 1<sup>st</sup> meeting, The Council approved a sponsorship application for a Building Reuse Grant through the Rural Economic Development Division of the Department of Commerce for funding assistance for Atlantic Resources, Inc. to renovate the abandon Jerold Manufacturing Facility.

Atlantic Resources, Inc. (ARI) is an industrial systems design, fabrication and installation company specializing in mechanical systems, programmable logic controllers, thermal imaging and material handling for industrial and agricultural applications.

ARI purchased the old Jerold Manufacturing Facility on South Brightleaf Boulevard and will renovate and modernize the building in order to conduct business. The building has been primarily vacant for more than 20 years. To assist in financing the improvements ARI wishes the Town to apply for a Building Reuse grant through the Rural Economic Development Division (REDD) of the NC Department of Commerce. The ARI project will result in an investment of \$1,020,000 of private expenditure for acquisition, building renovation and equipment.

ARI is requesting a grant of \$250,000 from REDD in order to assist in building renovation and equipment. The grant requires a 5% contribution from the sponsoring unit of government. ARI has offered to provide the 5% (\$12,500) to the Town. Therefore, there is no cost to the Town for sponsoring the grant.

**Action Requested:** The Council is requested to consider the contract agreement required finalizing the grant award from the North Carolina Infrastructure Authority ("Rural Authority") to allow Atlantic Resources, Inc. to renovate the abandon Jerold Manufacturing Facility and authorize the mayor to execute the agreement.

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with the **Town of Smithfield** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Barefoot Property Group LLC** (the “Owner”) owns certain real property located at:

1515 South Bright Leaf Blvd  
Smithfield, NC 27577

in **Johnston** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

(a). As conditions of the Grant Agreement:

- i. The highest elected official of the Governmental Unit shall execute two originals

- of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
- ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
  - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
  - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
  - (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
  - (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.
  - (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is

responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **10/22/2015** ("Effective Date") and shall terminate on **10/22/2017** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$175,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between



or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.

- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time. Upon completion, the Governmental Unit shall forward to Commerce one copy of any audited financial statements and accompanying reports generated covering the period between the Effective Date and Termination Date of this Grant Agreement.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the

State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or

of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
  - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
  - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
  - (d). The Governmental Unit is solvent.
  - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.
  - (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably

promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

18. Special Provisions and Conditions.

- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
- (b). Conflict of Interest. The Governmental Unit shall forward to Commerce along with the executed copies of this Grant Agreement a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**  
North Carolina Department of Commerce  
Rural Economic Development Division  
301 North Wilmington Street  
4346 Mail Service Center  
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **The Honorable John H. Lampe, II**  
Town of Smithfield  
PO Box 761  
350 East Market Street  
Smithfield, NC 27577-0761

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.



24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

**Town of Smithfield**

Signature: \_\_\_\_\_ [SEAL]

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**North Carolina Department of Commerce**

Signature: Patricia Mitchell [SEAL]

Printed Name: Dr. Patricia Mitchell, CEcD

Title: Assistant Secretary, Rural Development Division

Date: 12-16-15

**EXHIBIT A  
SCOPE OF PROJECT**

**Project # 2016-018-3201-2538**

Town of Smithfield

Atlantic Resources - Bright Leaf Boulevard Building Renovation Project

**Rural Economic Development Division  
Building Reuse Program  
Vacant Building Category Grant**

The Town of Smithfield will carry out the terms of this contract as follows:

**I. General Project Description**

<b>County Tier</b>	3	<b>Project Business</b>	Atlantic Resources
<b>Requested Amount</b>	\$175,000	<b>Total Jobs Proposed in NC</b>	35
<b>Recommended Amount</b>	\$175,000	<b>Total Jobs Committed for the Grant</b>	35
<b>Total Renovation Cost</b>	\$402,800	<b>Baseline Employment</b>	19
<b>Leverage Amount</b>	\$562,800	<b>Average Annual Wage (Proposed Jobs)</b>	\$34,996
<b>Total Investment</b>	\$737,800	<b>% of employer paid health premiums</b>	50%

Summary: The Town of Smithfield, located in Johnston County, requests assistance to support the reuse of an 89,615 sq. ft. building located at 1515 South Bright Leaf Blvd. The building was constructed in 1960 and has been vacant for 20 years. Atlantic Resources Incorporated is an industrial systems design, fabrication, and installation company that specializes in mechanical systems, thermal imaging, and material handling for industrial and agricultural applications. Clients include Caterpillar, Volvo, GE, LG, and Novo Nordisk. The company has plans to consolidate and expand operations by relocating their Four Oaks operation and their Smithfield operation in the proposed space. Renovations will include electrical, plumbing, HVAC, and office construction.

**Objective:**

Grantees and their partners must engage in the activities necessary to develop the project building to accommodate the business needs. All work should be completed according to the eligible costs provided in the application and contractor's cost estimates submitted. All activities must meet or exceed all applicable state and local building code requirements.

**II. Project Financing**

Financing Source(s)	Amount
ARI	\$ 335,000.00
KS Bank	219,050.00
Town of Smithfield	8,750.00
NC Dept. of Commerce	175,000.00
<b>Total Project Financing</b>	<b>\$ 737,800.00</b>

## EXHIBIT B PAYMENT SCHEDULE

The N.C. Department of Commerce shall make payable to [Town of Smithfield](#) a sum in the amount of **\$175,000.00** as outlined below.

### **Eligible Expenditures:**

**Vacant Building Category:** within the existing building footprint

**Rural Health Care Category:** within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

### **Reimbursement Requirements:**

The N.C. Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Proof that the local government has paid its 5% match (first payment request),
3. Copies of eligible project invoices that support the reimbursement request,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence of payment includes copies of checks that have cleared the bank, proof of wire transfer or ACH payment, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Progress reports must be up to date. See "Exhibit C" of the grant agreement for a reporting schedule specific to your project. Reimbursements will not be made if progress reports are not submitted according to the reporting schedule.

All payment requests must be received by the N.C. Department of Commerce within 30 days of the end of the contract period. Payments are subject to the availability of funds. Payment Request forms can be found under the Grant Applications and Reporting Forms link on our website at [www.nccommerce.com](http://www.nccommerce.com).

**EXHIBIT C  
REPORTING SCHEDULE**

In accordance with the contractual agreement between the **Town of Smithfield** and the N.C. Department of Commerce, progress, final, and audit reports should be submitted according to the following guidelines:

**Progress and Final Reports:**

Progress reports should be submitted to the Rural Development Division. Refer to the reporting schedule below.

Submit a Final Report to the Rural Development Division when all aspects of the project are complete, including job creation and the 6-month verification period.

<b>Due Date:</b>	<b>Report Due:</b>	<b>Reporting Period:</b>
7/15/16	Progress Report	10/22/15 to 6/30/16
1/15/17	Progress Report	7/1/16 to 12/31/16
7/15/17	Progress Report	1/1/17 to 6/30/17
11/22/17	Final Report	7/1/17 to 10/22/17

Progress/Final Reporting forms can be found under the Grant Applications and Reporting Forms link the N.C. Department of Commerce website at [www.nccommerce.com](http://www.nccommerce.com).

**Audit Reports:**

<b>Due Date:</b>	<b>Report Due:</b>	<b>Reporting Period:</b>
3/31/17	Audit Report	FYE 6/30/16
3/31/18	Audit Report	FYE 6/30/17
3/31/19	Audit Report	FYE 6/30/18

**Failure to submit progress and audit reports as required:**

1. Will result in non-payment of pay requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by the N.C. Department of Commerce, and
4. Will negatively impact a grantee's ability to get building reuse grants in the future.

**EXHIBIT D**  
**JOB REPORTING AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the closeout documentation has been submitted and approved by the Rural Grants/Programs Section. It is required that the jobs created must be full-time (at least 35 hours per week), pay at least minimum wage, and the number of created jobs must be above the baseline employment level reported in the application. The baseline employment and new jobs created must be maintained concurrently during the same six-month period.

**Rural DropBox**

We have developed a secure server and website ("Rural DropBox") dedicated to the Building Reuse Program. The secure server and website will allow you to submit the employment information without any redactions and will allow your NC Department of Commerce program manager to accurately verify the employees and their wages through the NC Department of Commerce's Division of Employment Security.

A permanent username and password has been assigned to this project and must be used to upload the job verification documents. The username and password for this project is as follows:

Username: 2016-018-3201-2538

Password: DbyV2014+

Please follow the directions in order to access the Rural DropBox. All job verification documents must be uploaded via our secure website:

1. Go to [www.nccommerce.com/rdg](http://www.nccommerce.com/rdg)
1. Enter your username and password (provided above)
2. You will now be taken to the upload page (read directions and instructions thoroughly)
3. Enter a valid email address
4. Click the *Browse* button
5. Select the document you want to upload and *double click* or *highlight document and select open*;
6. **Click "Upload File"**

These submissions will be date and time stamped and you will be alerted via email after you have successfully submitted your materials. It is also important to note that your username is the contract number assigned to this project and must be entered exactly as provided in this exhibit.

**Job Verification**

**Grantees should submit the following as evidence of job creation and maintenance:**

1. **Job Certification Form**—the grantee and the participating business is required to complete this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the participating business and the local government grantee.
2. **NCUI 101 Forms**—the company should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 form) that have been submitted to the NC Employment Security Commission as evidence of the creation of the required number of full-time jobs. The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months. The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant. The jobs created and the

baseline must be maintained concurrently during the same six-month period. If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the project building should be highlighted. If the NCUI 101 forms include both full and part-time employees an “f” should be written next to the name of each full-time employee and a “p” should be written next to the name of each part-time employee. To be considered full-time, the employee must work at least 35 hours per week and be paid at least minimum wage. Part-time, Full-Time Equivalents (FTE) positions, or contract and consulting jobs will not be considered to meet the terms of the grant. All employee social security numbers must be redacted from the NCUI 101 forms; however, wage data may not be redacted.

3. **Final Report**—grantees must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—grantees must submit digital photos on CD that show interior and exterior views of the completed renovation project.

#### **Building Reuse Loan Forgiveness and Closeout Requirements**

Once all progress reports, the final report, job certification form, NCUI 101 forms, and photos are received and approved by the Rural Grants/Programs Section, the grantee will be notified that the terms of the loan have been met.

*All required forms can be found on the Rural Grants/Programs website at [www.nccommerce.com/rd](http://www.nccommerce.com/rd)*

\_\_\_\_\_ (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan," defined below with \_\_\_\_\_ (the "Owner" and, together with the Governmental Unit, the "Parties").

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina ("State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the "Grant Agreement") between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

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

in \_\_\_\_\_ County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.
  
2. Loan.
  - (a) The Governmental Unit hereby loans to the Owner the sum of **\$175,000.00** (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
  - (b). As conditions of receiving the Loan:
    - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
    - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
    - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
  - (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.
  
3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.
  - (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **19** full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **35** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate



and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.
4. Changes in the Project or Other Conditions.
- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **10/22/2015** ("Effective Date") and shall terminate **10/22/2017** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of

the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any

Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the

Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
  - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
  - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
  - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
  - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
  - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or

- approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
  - (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
  - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
  - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
  - (d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or

personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
  - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$5,000.00** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
  - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
  - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party

in exercising any of its rights and remedies upon such defaults.

- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
- (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
- (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
- (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized

under state and local law to perform such services.

17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Owner:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.



22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

**Governmental Unit Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Owner Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2016-018-3201-2538** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender the **Town of Smithfield** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$175,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

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in \_\_\_\_\_ County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and

Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31<sup>st</sup> day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: \_\_\_\_\_, 20 \_\_\_\_\_

If by Individual: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

Printed Name: \_\_\_\_\_

Dated as of: \_\_\_\_\_, 20 \_\_\_\_\_

If by Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

Printed Name: \_\_\_\_\_

Limited Waiver of Confidentiality  
Unemployment Tax and Wage Records  
**BUILDING REUSE PROGRAM**

**EXHIBIT G**

2016-018-3201-2538

Name of Taxpayer \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

NC Unemployment Insurance Acct #: \_\_\_\_\_ Fed Tax ID #: \_\_\_\_\_

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to the **Town of Smithfield** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

\_\_\_\_\_  
Signature Chief Financial Officer or Other Authorized Company Official

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Town of Smithfield  
Town Council  
Action Form**

**Item: Request to Increase Water/Sewer Base Charge and Rates**

**Date of Meeting: January 5, 2016**

**Date Prepared: December 30, 2015**

**Staff Work By: Town Manager/Fin. Dir./Utilities Dir.**

**Presentation: Business Items**

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**Background:** Due to ongoing sewer Inflow and Infiltration problems the Water and Sewer Fund reported a net loss again this past year (1.6 million in FY15). These losses indicate that the amounts being charged to customers are not sufficient to cover the cost of providing water and sewer services to our customers.

In response to the Local Government Commission (LGC) letter dated December 11, 2015, addressing the financial stability in the Water and Sewer Fund, management is recommending an immediate increase of 5% to the Water and Sewer rates, and an increase in the base charges to \$9 and \$15 (up from \$6.02 and \$7.98 respectively). The rate increase will generate some \$500,000 additional revenue, just enough to offset the fund balance appropriation adopted in this Fiscal Year's budget. In other words, the increase in rates will reduce the dependency or drain on water fund balance to balance the Water and Sewer fund budget.

The attached spreadsheets illustrate the financial impact the rate increase will have on consumers. For instance, customers using 5000 gallons per month would see an increase of \$7.60 per month in their utility bill.

Please note, this recommended rate increase only satisfies LGC's first phrase approach and in all likelihood increases may need to be revisited in the upcoming year's budget for FY17.

**Action Requested:** Consider adopting the recommended 5% water and sewer rate increase and base rate increase of \$9 and \$15.

**Yearly Base Amounts by Rate Code** **Water Only**

Class	Rate	# of Customers	Adopted 15-16 \$6.02/\$12.00 current base	Proposed Base \$9.00/15.00
Residential	WO1	4,243	\$ 306,514	\$ 458,244
Residential	WO2	179	\$ 25,776	\$ 32,220
Irrigation	WE3	98	\$ 7,080	\$ 10,584
Irrigation	WE4	0	\$ -	\$ -
Irrigation	WE1	143	\$ 10,330	\$ 15,444
Irrigation	WE2	1	\$ 144	\$ 180
Non- Res	WC1	874	\$ 63,138	\$ 94,392
Non- Res	WC2	6	\$ 864	\$ 1,080
Non- Res	WI1	17	\$ 1,228	\$ 1,836
Institutional	WS1	53	\$ 7,632	\$ 9,540
Institutional	WS2	2	\$ 288	\$ 360
		<u>5,616</u>	<u>\$ 422,994</u>	<u>\$ 623,880</u>
			<b>B</b>	<b>C</b>
				(C-B)
				<u>\$ 200,886</u>

Estimated Difference in Rate Totals PER YEAR

**Yearly Base Rate Amount- Sewer Only**

Sewer Customer	Total	Inside	Outside
	5144	5082	62
<b>Current Sewer Base Rates</b>			
	Inside	Outside	
\$	7.98	\$ 15.00	
	5082	62	
\$	40,554.36	\$ 930.00	
Per Month			
		Inside	Outside
		\$ 10.00	\$ 15.00
		5082	62
		\$ 50,820.00	\$ 930.00
Estimated Current revenue Per Year	\$ 497,812.32	Estimated Revenue from just base rate increase \$ 621,000.00	
Estimated increase in sewer fees just from increase in base charge	\$ 123,187.68		

**Combined Revenue increase from change in Base rates** **\$ 324,073.68**



Bill Comparison based on Usage - Current Rates				Proposed Rate Options for FY 2015-2016						
	Water	Sewer	Total	Water	Sewer	Total	Water	Sewer	Total	
<b>3000 gal inside Residential</b>										
Johnston Co.	\$ 24.75	\$ 34.40	\$ 59.15							
Benson	\$ 22.87	\$ 25.87	\$ 48.74							
Selma	\$ 15.75	\$ 32.65	\$ 48.40							
<b>Smithfield</b>	<b>\$ 18.26</b>	<b>\$ 26.52</b>	<b>\$ 44.78</b>							
Clayton	\$ 21.77	\$ 20.77	\$ 42.54	\$ 21.60	\$ 29.11	\$ 50.71	\$ 21.84	\$ 29.47	\$ 51.31	
<b>5000 gal inside Residential</b>										
	Water	Sewer	Total							
Selma	\$ 23.25	\$ 56.00	\$ 79.25							
Johnston Co.	\$ 35.00	\$ 44.00	\$ 79.00							
Benson	\$ 31.45	\$ 36.45	\$ 67.90							
<b>Smithfield</b>	<b>\$ 27.47</b>	<b>\$ 38.88</b>	<b>\$ 66.35</b>	31.1	\$ 41.85	\$ 72.95	\$ 31.50	\$ 42.45	\$ 73.95	
Clayton	\$ 29.55	\$ 31.15	\$ 60.70							
<b>7000 gal inside Residential</b>										
	Water	Sewer	Total							
Selma	\$ 32.75	\$ 75.30	\$ 108.05							
Johnston Co.	\$ 43.00	\$ 53.60	\$ 96.60							
<b>Smithfield</b>	<b>\$ 37.59</b>	<b>\$ 51.24</b>	<b>\$ 88.83</b>	\$ 41.55	\$ 54.59	\$ 96.14	\$ 42.18	\$ 55.43	\$ 97.61	
Benson	\$ 40.03	\$ 47.03	\$ 87.06							
Clayton	\$ 37.33	\$ 41.53	\$ 78.86							
<b>9000 gal inside Residential</b>										
	Water	Sewer	Total							
Selma	\$ 42.25	\$ 94.60	\$ 136.85							
Johnston Co.	\$ 51.00	\$ 63.20	\$ 114.20							
<b>Smithfield</b>	<b>\$ 46.61</b>	<b>\$ 63.60</b>	<b>\$ 110.21</b>	\$ 50.85	\$ 67.33	\$ 118.18	\$ 53.82	\$ 68.41	\$ 122.23	
Benson	\$ 48.61	\$ 57.61	\$ 106.22							
Clayton	\$ 45.11	\$ 51.91	\$ 97.02							
				<b>Sewer Base rate in each increase proposal is \$10.00 inside and \$15.00 outside</b>						



**Town of Smithfield  
Town Council  
Action Form**

**Item: Fund Balance Retainage Policy for the Water and Sewer Fund**

**Date of Meeting: January 5, 2016**

**Date Prepared: December 30, 2015**

**Staff Work By: Finance Director**

**Presentation: Business Items**

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**Background:** By establishing a fund balance policy for the Water and Sewer Fund any future rate increases needed to balance the water and sewer fund can likely be phased in depending on the balance of the fund.

A recommended policy will be provided to Council at the January 5<sup>th</sup> meeting.

**Action Requested:** Review and approve the recommended Water and Sewer Fund Balance policy.



**Town of Smithfield  
Town Council  
Action Form**

**Item: Council Appointments to the Triangle J. Council of Governments  
Board of Delegates**

**Date of Meeting:** January 5, 2016

**Date Prepared:** December 22, 2015

**Staff Work By:** Shannan Williams

**Presentation:** Business Item

**Presentation:**

Members of Council serve as alternates and ex-officio members on various Town Boards and other committees. Currently, there is a vacant delegate position and a vacant alternate position on the Triangle J. Council of Governments Board of Delegates.

The Triangle J. Council of Governments (TJCOG) achieves its work through the following rolls:

- **Convener** and common ground for research, project development, relationship building and information sharing;
- **Coordinator** of efficient regional service;
- **Manager** of regional planning projects;
- **Administrator** for regional institutions addressing development, conservation, infrastructure and the delivery of human services; and
- **Provider** of technical assistance and data to its member communities.

Councilman Harris currently serves as the delegate for the Town of Smithfield, but has asked to be removed. This board consists of a delegate and alternate for each of the participating counties and municipalities in Orange, Chatham, Durham, Moore, Lee, Wake and Johnston Counties. The board typically meets on the fourth Wednesday of each month at 5:30 pm in the TJCOG large conference room located at 4307 Emperor Bld. Suite 110, Durham, NC. More information is attached hereto.

**Action Requested**

Appoint a member of Council to serve on the Triangle J. Council of Governments Board of Delegates as a delegate and appoint a member of Council to serve as an alternate delegate.



# TRIANGLE J COUNCIL OF GOVERNMENTS

*World Class Region*

## MEMORANDUM

December 1, 2015

TO: Commission Chairmen, Mayors, Managers and Clerks  
Member Local Governments

FROM: Lee Worsley, Executive Director

SUBJECT: *Confirmation of Delegates*

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Now that the 2015 local elections are complete and most jurisdictions will soon conduct organizational meetings for the coming term of their respective boards, the Triangle J Council of Governments wishes to update and confirm its Board of Delegates roster.

The Board of Delegates is the governing body of your Council of Governments; therefore, it is very important the board be properly constituted in order for Triangle J to conduct its business on behalf of the region. Attached you will find a copy of the current listing for the Board of Delegates. It is requested that you confirm or update your local government's appointments to the board, including alternates, in order that Triangle J's records may be accurate. Should there be a vacancy in either the delegate or alternate delegate position, it is requested that your board or council take appropriate action to name a member of your governing body to such position(s).

Attached is a document to provide additional guidance as you consider appointments to the Board of Delegates. Among other things, this document outlines the responsibilities and roles of the delegate and alternate delegate. A copy of the 2016 Board of Delegates/Executive Committee meeting schedule is also attached.

Triangle J will be addressing many significant regional issues during the upcoming year and it is important that each member government have a delegate at the table. Accordingly, your attention to this matter at your earliest convenience is greatly appreciated. Please reply to Renée Boyette at [rboyette@tjcog.org](mailto:rboyette@tjcog.org) or (919) 558-9403 on or before January 8th in order to facilitate follow up for the Council's January 27<sup>th</sup> meeting and delegate orientation.

Thank you for your time and attention to these important details associated with the Board of Delegates. Feel free to give me a call at (919) 558-9395, or e-mail me at [lworsley@tjcog.org](mailto:lworsley@tjcog.org) should you have any questions or need assistance.

Attachments

cc: Jennifer Robinson, Chairperson, Triangle J Council of Governments



# TRIANGLE J COUNCIL OF GOVERNMENTS

*World Class Region*

## APPOINTING YOUR TRIANGLE J DELEGATE AND ALTERNATE

With the many appointments that local governments must make each year, it's easy to lose sight of the particulars of each. As you consider the coming year's appointments for your Triangle J Delegates and Alternates, here are a few points to keep in mind:

**The Delegate you appoint is your voting member on the Board of Delegates** – your voice is only heard on Board decisions when your Delegate (or Alternate Delegate) is present for the vote.

**The Delegate you appoint should be willing to regularly attend** and participate in all scheduled meetings of the Board of Delegates. Seven Board meetings are scheduled each year, typically on the fourth Wednesday of January, March, May, June, August, October, and November. Delegates should plan on two and one-half hours for each meeting, 5:30 p.m. until 8:00 p.m.

**Certain Delegates have additional responsibilities as members of the Executive Committee.**

The Delegate appointed from each county government also serves on the Executive Committee, along with one municipal delegate from each county. The Executive Committee meets in February, April, September, and December, on the same fourth Wednesday schedule, from 6:00 p.m. until 8:00 p.m. Delegates who also serve on the Executive Committee should be willing to commit to 11 meetings each year. (Neither group meets in July.)

**The Delegate you appoint should prepare to participate** by reviewing the agenda and background materials in advance. The agenda packet is posted on our Website and emailed to delegates and alternate delegates prior to the meeting.

**Appoint an Alternate Delegate** to stand in for your Delegate when they are unavailable, to preserve your vote on Board of Delegates business. Alternate Delegates are invited to attend all Board of Delegates meetings, but may only vote when the Delegate is not present.

**If the Delegate cannot attend, they should notify the Alternate Delegate** (provided that one is appointed) to attend in their place.

**The Delegate you appoint should report back to their board or council colleagues** about the business conducted at the meetings. Our "After Action Report," sent to Delegates and Alternates by e-mail following each meeting, is an easy and convenient way for them to share this information.

**A good prospect to become a Delegate** is someone who is interested in regional collaboration, or who has a particular interest in aging issues, shared services, long-range planning and/or environmental issues, including water quality and supply, since these topics are frequently discussed at the meetings.

If you or your potential appointees have any questions as you consider your appointments, please feel free to contact Renée Boyette, Assistant to Executive Director, at [rboyette@tjcog.org](mailto:rboyette@tjcog.org) or 919.558.9403.

[www.tjcog.org](http://www.tjcog.org)

919.549.0551

Fax: 919.549.9390

**Triangle J Board of Delegates**  
CY 2016 (updated 12/1/15)

<u>JURISDICTION</u>	<u>DELEGATE*</u>	<u>ALTERNATE</u>
Chatham County	<b>Jim Crawford</b>	Diana Hales
Goldston	Tim Cunnup	
Pittsboro	<b>Pamela Baldwin</b>	Michael Fiocco
Siler City	Lewis Fadely	Bill Haiges
Durham County	<b>Fred Foster</b>	Wendy Jacobs
Durham	<b>Eddie Davis</b>	<b>Eugene Brown</b>
Johnston County	<b>Ted Godwin</b>	DeVan Barbour
Archer Lodge	Mark Wilson	Carlton Vinson
Benson	William Massengill	Frederick Nelson
Clayton	Butch Lawter	Jason Thompson
Kenly	David Grady	
Princeton	<b>Donald Rains</b>	David Starling
Selma	Cheryl Oliver	William Overby
Smithfield	Perry Harris	<b>Charles A. Williams</b>
Lee County	<b>Tim Sloan</b>	Amy Dalrymple
Broadway	Tommy Beal	Donald Andrews
Sanford	<b>Rebecca Wyhof</b>	Chet Mann
Cameron	Jamie Oakley	Michael Thomason
Carthage	<b>Artie Barber</b>	Milton Dowdy
Robbins	Lonnie English	Nikki Green
Orange County	<b>Penny Rich</b>	Earl McKee
Carrboro	Bethany Chaney	
Chapel Hill	<b>Ed Harrison</b>	
Hillsborough	Kathleen Ferguson	Tom Stevens
Wake County	<b>Sig Hutchinson</b>	John Burns
Apex	Bill Jensen	Denise Wilkie
Cary	<b>Jennifer Robinson</b>	Lori Bush
Fuquay-Varina	Blake Massengill	Jason Wunsch
Garner	Ronnie Williams	Ken Marshburn
Holly Springs	Linda Hunt Williams	Hank Dickson
Knightdale	James Roberson	Mike Chalk
Morrisville	Steve Rao	Vicki Scroggins-Johnson
Raleigh	Kay Crowder	<b>John Odom</b>
Rolesville	<b>Ronnie Currin</b>	Frank Eagles
Wake Forest	Greg Harrington	<b>Zachary Donahue</b>
Wendell	Jon Lutz	John Boyette
Zebulon	Glenn York	Beverly Wall Clark

**Bold** indicates Executive Committee members.

**FY 2015 - 2016 Officers**

Chairman	Jennifer Robinson
1 <sup>st</sup> Vice-Chair	Ed Harrison
2 <sup>nd</sup> Vice-Chair	Fred Foster
Secretary/Treasurer	Ronnie Currin





## 2016 Calendar of Meetings TJCOG Board of Delegates and Executive Committee

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Date	Meeting
January 27, 2016	Board of Delegates
February 24, 2016	Executive Committee
March 23, 2016	Board of Delegates
April 27, 2016	Executive Committee
May 25, 2016	Board of Delegates
June 22, 2016	Board of Delegates
July 2016	No Meeting
August 24, 2016	Board of Delegates
September 28, 2016	Executive Committee
October 26, 2016	Board of Delegates
November 16, 2016	Board of Delegates
December 14, 2016	Executive Committee

Board of Delegates: Informal discussion and dinner available at 5:30 p.m.; business meeting begins at 6:15 p.m.

Executive Committee: Dinner available at 6:00 p.m.; business meeting begins at 6:15 p.m.

Meetings are generally held on the fourth Wednesday of each month in either the TJCOG Large Conference Room (BOD), or Executive Conference Room (EC). The November and December meeting schedule has been adjusted due to the holidays.

Adopted August 26, 2015



**Town of Smithfield  
Town Council  
Action Form**

**Item:** Discussion Regarding the State Health Plan

**Date of Meeting:** January 5, 2016

**Date Prepared:** December 30, 2015

**Staff Work By:** Veronica Hardaway  
Shannan Williams

**Presentation:** Business Items

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**Background:** At the December 8, 2015 Special Meeting, the Human Resources Director was to provide to Council prior to the January meeting with information regarding the Town's current employee healthcare benefits in comparison to the State Health Plan.

Per December 30<sup>th</sup> review of this matter with Interim Manager Jim Freeman, staff has compiled as much of the requested information as possible. As you are aware, the State Health Plan will not allow the Town's current 32 retired employees to be insured so for comparison purposes, these 32 were not included in the attached spreadsheet.

**Items to Note:**

- Staff used 2016 published State Health Plan premium rates.
- Staff did not assume what percentage the Council would elect to pay for dependent coverage under the State Health Plan.
- The State Health Plan does offer discounts for Wellness participation in Wellness Activities. For budgeting purposes, staff chose to use the highest amount (0 completed Wellness Activities) in the event that some employees chose not to participate in any Wellness Programs.
- Staff included all pertinent information including Summary of Benefits and Coverage to allow Council to compare current benefits with potential benefits.
- Staff has requested a legal opinion from the Town Attorney concerning the retirees and the "grandfathered" employees.

It was also requested that our current carrier be contacted concerning coverage for 32 current retirees and 62 employees that were hired prior to 2007. First Carolina Care's Underwriting Department stated that they would not insure only part of the Town's group. It would have to be the entire group because by insuring 94 people, eventually all would become retirees making the liability greater due to age and potential health risks.

Council also requested that staff contact neighboring Towns who have opted to join the State Health Plan ask how they address the retiree coverage. The Town of Clayton's retirees now receive a stipend in which they were directed to seek their own insurance coverage.

In regards to specific questions, Human resources Director Tim Kerigan will be present to address this matter.

**Action Requested:** Review the attached information and provide specific direction to further pursue this matter.

## Health Insurance Comparison FCC vs. State Health Plan

*Current Insurance Plan (First Carolina Care) Without Retirees*

FY 2015-16 Totals	Expected Total Enrollees	Current Monthly		Employer Cost Per Emp.	Employer Total / Yr.
		Premium	Premium		
Employee Only	76	\$ 488.13	\$ -	\$ 488.13	\$ 445,174.56
Employee/Spouse	8	\$ 1,164.37	\$ 408.94	\$ 755.44	\$ 72,522.24
Employee/Child	39	\$ 987.55	\$ 231.88	\$ 755.67	\$ 353,653.56
Family	8	\$ 1,585.50	\$ 787.20	\$ 798.30	\$ 76,636.80
	*131	\$ 4,225.55			\$ 947,987.16

*Current Insurance Plan (First Carolina Care) With Retirees*

FY 2015-16 Totals	Expected Total Enrollees	Current Monthly		Employer Cost Per Emp.	Employer Total / Yr.
		Premium	Premium		
Employee Only	108	\$ 488.13	\$ -	\$ 488.13	\$ 632,616.48
Employee/Spouse	8	\$ 1,164.37	\$ 408.94	\$ 755.44	\$ 72,522.24
Employee/Child	39	\$ 987.55	\$ 231.88	\$ 755.67	\$ 353,653.56
Family	8	\$ 1,585.50	\$ 787.20	\$ 798.30	\$ 76,636.80
	163	\$ 4,225.55			\$ 1,135,429.08

*State Health Insurance 80/20 \*comparable to what Town has now (Premiums are based on January 2016 - December 2016)*

2016	Expected Total Enrollees	Current Monthly		Employer Cost Per Emp.	Employer Total / Yr.
		Premium	Premium		
Employee Only	76	\$ 552.32	\$ 14.20	\$ 538.12	\$ 490,765.44
Employee/Spouse	8	\$ 1,198.64	\$ 660.52	\$ 538.12	\$ 51,659.52
Employee/Child	39	\$ 832.84	\$ 294.72	\$ 538.12	\$ 251,840.16
Family	8	\$ 1,237.54	\$ 699.42	\$ 538.12	\$ 51,659.52
	*131	\$ 3,821.34			\$ 845,924.64

\*These premiums are only if all 3 wellness criteria are NOT met

*State Health Insurance 70/30 (Premiums are based on January 2016 - December 2016)*

2016	Expected Total Enrollees	Current Monthly		Employer Cost Per Emp.	Employer Total / Yr.
		Premium	Premium		
Employee Only	76	\$ 448.12	\$ -	\$ 448.12	\$ 408,685.44
Employee/Spouse	8	\$ 991.58	\$ 543.46	\$ 448.12	\$ 43,019.52
Employee/Child	39	\$ 659.04	\$ 210.92	\$ 448.12	\$ 209,720.16
Family	8	\$ 1,026.98	\$ 578.86	\$ 448.12	\$ 43,019.52
	*131	\$ 3,125.72			\$ 704,444.64


\*32 Retirees not included  
 62 Employees grandfathered in for coverage; State Plan does not cover retirees; First Carolina Care will not cover retirees  
 Clayton retirees receive a stipend to seek their own insurance



SUMMARY FOR CURRENT INSURANCE  
FIRST CAROLINA CARE

COMPUTATIONAL CHEMISTRY  
AND  
MATERIALS SCIENCE



 <p>This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at <a href="http://www.firstcarolinacare.com">www.firstcarolinacare.com</a> or by calling 1-800-811-3298.</p>		
Important Questions	Answers	Why this Matters:
What is the overall deductible?	<p>\$1500 individual / \$4500 family for participating providers                      \$3000 individual / \$9000 family for non-participating providers                      Does not apply to preventive care, office visits and prescription drugs. Coinsurance and copays do not count toward the deductible.</p>	<p>You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.</p>
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	<p>Yes.                      For participating providers:                      \$5000 individual / \$10000 family-Medical                      \$1500 individual / \$3000 family-Prescription Drugs                      For non-participating providers:                      \$8000 person / \$16000 family-Medical                      \$3000 person / \$6000 family-Prescription Drugs</p>	<p>The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.</p>
What is not included in the out-of-pocket limit?	Premiums, no precent penalties, balance-billed charges, and health services this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of participating providers, see <a href="http://www.firstcarolinacare.com">www.firstcarolinacare.com</a> or call 1-800-811-3298	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about excluded services.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs



- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use participating providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your cost if you use an In-network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$35 copay / visit	Deductible and 30% coinsurance	None
	Specialist visit	\$45 copay / visit	Deductible and 30% coinsurance	None
	Other practitioner office visit	\$35 copay / visit for chiropractor	Deductible and 30% coinsurance for chiropractor	Chiropractic benefits limited to 12 visits per year
	Preventive care/screening/immunization	No Charge	Deductible and 30% coinsurance	Preventive services covered at no cost are defined by federal law and are subject to change
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	Deductible and 40% coinsurance	None
	Imaging (CT/PET scans, MRIs)	Deductible and 20% coinsurance	Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP
If you need drugs to treat your illness or condition	Generic drugs	\$8 copay / prescription for 30 day supply \$24 copay / prescription for 90 day supply	\$28 copay / prescription for 30 day supply	Certain medications may require prior authorization, step therapy or have quantity limits
	Preferred brand drugs	\$35 copay / prescription for 30 day supply \$105 copay / prescription for 90 day supply	\$70 copay / prescription for 30 day supply	Certain medications may require prior authorization, step therapy or have quantity limits
	Non-preferred brand drugs	\$55 copay / prescription for 30 day supply \$165 copay / prescription for 90 day supply	\$110 copay / prescription for 30 day supply	Certain medications may require prior authorization, step therapy or have quantity limits

More information about prescription drug coverage is available at [www.firstcarolinacare.com](http://www.firstcarolinacare.com)

Common Medical Event	Services You May Need	Your cost if you use an In-network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible and 20% coinsurance	Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP.
	Physician/surgeon fees	Deductible and 20% coinsurance	Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP.
If you need immediate medical attention	Emergency room services	\$150 copay and 20% coinsurance / visit (hospital copayment waived if admitted) \$45 copay for physician	\$150 copay and 20% coinsurance / visit (hospital copayment waived if admitted) \$45 copay for physician	none
	Emergency medical transportation	Deductible and 20% coinsurance	Deductible and 20% coinsurance	none
If you have a hospital stay	Urgent care	\$75 copay / visit	\$75 copay / visit	none
	Facility fee (e.g., hospital room)	Deductible and 20% coinsurance	Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP. In network cost applies if admitted for emergency medical attention.
If you have mental health, behavioral health, or substance abuse needs	Physician/surgeon fee	Deductible and 20% coinsurance	Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP. In network cost applies if admitted for emergency medical attention.
	Mental/Behavioral health outpatient services	\$35 office visit / other outpatient services Deductible and 20% coinsurance	Deductible and 30% coinsurance / office visit. Other outpatient services Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP.
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health inpatient services	Deductible and 20% coinsurance	Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP.
	Substance use disorder outpatient services	\$35 office visit / other outpatient services Deductible and 20% coinsurance	Deductible and 30% coinsurance / office visit. Other outpatient services Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP.
If you have mental health, behavioral health, or substance abuse needs	Substance use disorder inpatient services	Deductible and 20% coinsurance	Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your cost if you use an In-network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions	
If you are pregnant	Prenatal and postnatal care	\$35 for 1st prenatal visit only	Deductible and 30% coinsurance	none	
	Delivery and all inpatient services	Deductible and 20% coinsurance	Deductible and 40% coinsurance	In network cost applies if admitted for emergency medical attention	
	Home health care	\$35 copay / visit	Deductible and 30% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP. Home Health Care benefits limited to 30 visits per	
	Rehabilitation services	Outpatient: \$35 copay/visits 1-6, Deductible and 20% coinsurance/visits 7-60 Inpatient: Deductible and 20% coinsurance	Outpatient: Deductible and 40% coinsurance Inpatient: Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP. Outpatient physical, speech or occupational therapy is limited to 60 visits per year. Inpatient physical, speech or occupational therapy is limited to 45 days.	
	Habilitation services	Not Covered	Not Covered	Excluded service	
	Skilled nursing care	Deductible and 20% coinsurance	Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP. Skilled nursing care benefits are limited to 100 days per cause	
	Durable medical equipment	Deductible and 20% coinsurance	Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP.	
	Hospice service	Deductible and 20% coinsurance	Deductible and 40% coinsurance	Requires precertification. Failure to obtain will result in penalty of 20% of MAP. Hospice service is limited to 6 months of service	
	If your child needs dental or eye care	Eye exam	\$25 copay / visit	\$50 copay / visit	Limited to 1 eye exam each year. Includes children and adults.
		Glasses	\$100 hardware allowance per year	\$100 hardware allowance per year	Limited to \$100 per year. Includes children and adults.
Dental check-up		Not Covered	Not Covered	Excluded Service	

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)
<ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Habilitation services</li> <li>• Long-term care</li> <li>• Cosmetic surgery</li> <li>• Hearing aids</li> <li>• Non-emergency care when traveling outside the U.S.</li> <li>• Dental care (Adult)</li> <li>• Infertility treatment</li> <li>• Private-duty nursing</li> <li>• Routine foot care</li> <li>• Weight loss programs</li> </ul>

**Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)**

- Bariatric surgery
- Chiropractic care
- Routine eye care (Adult)

**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-874-3298. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebssa](http://www.dol.gov/ebssa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cms.gov](http://www.cms.gov).

**Your Grievance and Appeals Rights:**

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact: For all issues except prescription drug issues, call the FirstCarolinaCare Insurance Co. Appeals and Grievance Coordinator, 800-574-8556. For prescription drug appeals and grievances, call the MedImpact Healthcare Systems Appeal Coordinator at 800-788-2949.

You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebssa](http://www.dol.gov/ebssa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cms.gov](http://www.cms.gov).

Additionally, a state consumer assistance program may be able to help you: <http://www.ncdoi.com/Smart/>

NC Department of Insurance  
Health Insurance Smart NC  
1201 Mail Service Center  
Raleigh, NC 27699-1201  
877-685-0231 (toll free) / 919-807-6860 / 919-807-6865 (fax)

**Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**


**Does this Coverage Meet the Minimum Value Standard?**

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

.....To see examples of how this plan might cover costs for a sample medical situation, see the next page.....

### About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

**15** See the next page for important information about these examples.

Having a baby (normal delivery)	
<b>Amount owed to providers:</b>	
Plan pays	\$7,540
Patient pays	\$5,250
<b>Sample care costs:</b>	
Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>
<b>Patient pays:</b>	
Deductibles	\$1,500
Co-pays	\$50
Co-insurance	\$590
Limits or exclusions	\$150
<b>Total</b>	<b>\$2,290</b>

Managing type 2 diabetes (routine maintenance of a well-controlled condition)	
<b>Amount owed to providers:</b>	
Plan pays	\$5,400
Patient pays	\$4,370
<b>Sample care costs:</b>	
Prescriptions	\$2,900
Medical equipment & supplies	\$1,300
Office visits & procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>
<b>Patient pays:</b>	
Deductibles	\$0
Co-pays	\$670
Co-insurance	\$290
Limits or exclusions	\$90
<b>Total</b>	<b>\$1,030</b>

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

× **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

× **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.





SUMMARY FOR STATE HEALTH PLAN  
80/20

SUMMARY FOR STATE HEALTH PLAN

2010

# ENHANCED 80/20 PLAN for NON-MEDICARE RETIREES, COBRA AND 100% CONTRIBUTORY

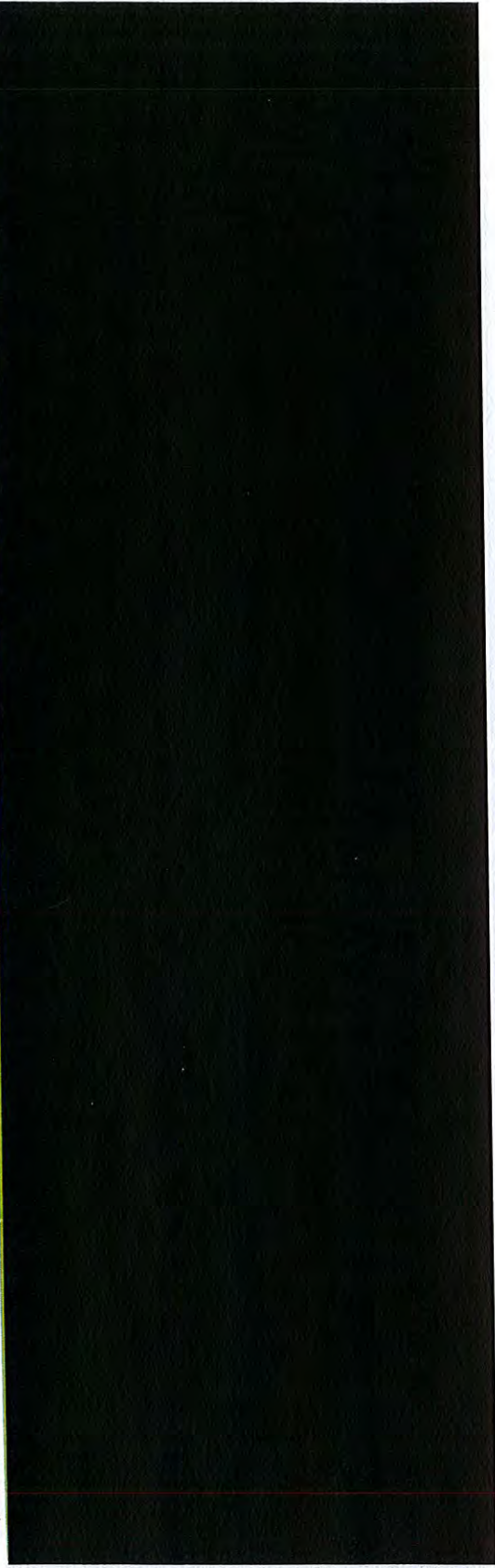
MONTHLY PREMIUM RATES January 1, 2016 - December 31, 2016

## PARTICIPATION IN WELLNESS ACTIVITIES

WELLNESS ACTIVITIES	3 COMPLETED	2 COMPLETED	1 COMPLETED	0 COMPLETED
Tobacco-free Attestation or Quitline/NC Enrollment	✓	✓	✓	
Primary Care Provider Selection and PCMH Video Viewing	✓	✓	✓	
Take/Update Health Assessment with Biometrics	✓	✓	✓	

ACTIVE/NON-MEDICARE PRIMARY FOR EMPLOYEE/RETIREE AND DEPENDENT(S)	3 COMPLETED	2 COMPLETED	1 COMPLETED	0 COMPLETED
Employee/Retiree Only	\$462.32	\$487.32	\$512.32	\$527.32
Employee/Retiree + Child(-ren)	\$742.84	\$767.84	\$792.84	\$807.84
Employee/Retiree + Spouse	\$1,108.64	\$1,133.64	\$1,158.64	\$1,173.64
Employee/Retiree + Family	\$1,147.54	\$1,172.54	\$1,197.54	\$1,212.54



- Notes:
1. Important: This rate sheet does not apply to employees out on leave of absence.
  2. A subscriber is an individual who is eligible for coverage under the State Health Plan on his or her own, 100% Contributory Subscribers include former employees, surviving spouses and children, retirees, and former legislators who are eligible for the State Health Plan under North Carolina G.S. # 135-48-40(6).
  3. If your employment contract is for less than 12 months, contact your Health Benefits Representative or benefits office for monthly rates.

4. If you are actively employed and you or your dependent(s) are Medicare eligible the State Health Plan is the primary insurer and the Non-Medicare rates apply. An exception to this would be if you or your dependent(s) are Medicare eligible due to end stage renal disease (ESRD).
5. If you work for a local government employer, contact your Health Benefits Representative or benefits office for monthly rates.



# State Health Plan: Enhanced 80/20 Plan

Coverage Period: 01/01/2016 – 12/31/2016

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at <http://www.shpnc.org> or by calling 855-859-0966.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	<b>\$700</b> person / <b>\$2,100</b> family for in-network; <b>\$1,400</b> person / <b>\$4,200</b> family for out-of-network; doesn't apply to in-network preventive care. Coinsurance and copayments do not apply to the deductible.	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1 <sup>st</sup> ). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. <b>\$3,210</b> person / <b>\$9,630</b> family for in-network; <b>\$6,420</b> person / <b>\$19,260</b> family for out-of-network	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Your cost for services when pre-authorization was not obtained, premiums, balance-billed charges, copayments, deductibles, prescription drugs and health care services this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes.	If you use an in-network doctor or other health care <b>provider</b> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the <b>specialist</b> you choose without permission from this plan.

Questions: Call 888-234-2416 or visit us at <http://www.shpnc.org>.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://ccio.cms.gov/programs/consumer/summaryandglossary/index.html> or call 855-859-0966 to request a copy.

# State Health Plan: Enhanced 80/20 Plan

Coverage Period: 01/01/2016 – 12/31/2016

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

<b>Are there services this plan doesn't cover?</b>	Yes.
<p>Some of the services this plan does not cover are listed on a later page. See your policy or plan document for additional information about <b>excluded services</b>.</p>	
<ul style="list-style-type: none"> <li>• <b>Copayments</b> are fixed dollar amounts (for example, \$30) you pay for covered health care, usually when you receive the service.</li> <li>• <b>Coinsurance</b> is <i>your</i> share of the costs of a covered service, calculated as a percent of the <b>allowed amount</b> for the service. For example, if the plan's <b>allowed amount</b> for an overnight hospital stay is \$1,000, your <b>coinsurance</b> payment of 20% would be \$200. This may change if you haven't met your <b>deductible</b>.</li> <li>• The amount the plan pays for covered services is based on the <b>allowed amount</b>. If an out-of-network <b>provider</b> charges more than the <b>allowed amount</b>, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the <b>allowed amount</b> is \$1,000, you may have to pay the \$500 difference. (This is called <b>balance billing</b>.)</li> <li>• This plan may encourage you to use in-network <b>providers</b> by charging you lower <b>deductibles</b>, <b>copayments</b> and <b>coinsurance</b> amounts.</li> </ul>	

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you visit a health care <u>provider's office</u> or clinic	Primary care visit to treat an injury or illness	\$30/visit; \$15 if you use Primary Care Provider on ID card	40% coinsurance	The <b>deductible</b> does not apply to in-network visits.
	Specialist visit	\$70/visit; \$60 if Blue Options Designated provider is utilized	40% coinsurance	The <b>deductible</b> does not apply to in-network visits.
	Other practitioner office visit	\$52/PT, OT, ST & Chiropractic visit	40% coinsurance	Coverage is limited to 30 visits per benefit period for Chiropractic care
If you have a test	Preventive care / screening / immunization	\$0/visit	Not covered, except for mandated coverage	The <b>deductible</b> does not apply.
	Diagnostic test (X-ray, blood work)	20% coinsurance	40% coinsurance	No coverage for tests not ordered by a doctor.

**Questions:** Call 888-234-2416 or visit us at <http://www.shpac.org>.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://ceito.cms.gov/programs/consumer/summaryandglossary/index.html> or call 855-859-0966 to request a copy.

# State Health Plan: Enhanced 80/20 Plan

Coverage Period: 01/01/2016 – 12/31/2016

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

Common Medical Event	Imaging (CT/PET scans, MRIs)	Your cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
<p>If you need drugs to treat your illness or condition</p> <p>More information about <u>prescription drug coverage</u> is available at <a href="http://www.shpnc.org">www.shpnc.org</a></p>	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	Prior authorization may be required or services will not be covered.
	Tier 1 drugs	\$12	Applicable copay and the difference between the allowed amount and the charge.	Per 30-day supply. The <b>deductible</b> does not apply.
	Tier 2 drugs	\$40	Applicable copay and the difference between the allowed amount and the charge.	Per 30-day supply. The <b>deductible</b> does not apply.
	Tier 3 drugs	\$64	Applicable copay and the difference between the allowed amount and the charge.	Per 30-day supply. The <b>deductible</b> does not apply.
	Tier 4 drugs	25% coinsurance up to \$100	Applicable coinsurance and the difference between the allowed amount and the charge.	Per 30-day supply. The <b>deductible</b> does not apply. Non-acute specialty drugs must be obtained through Accredited Specialty Pharmacy, excluding cancer medications.
Tier 5 drugs	25% coinsurance up to \$132	Applicable coinsurance and the difference between the allowed amount and the charge.	Per 30-day supply. The <b>deductible</b> does not apply. Non-acute specialty drugs must be obtained through Accredited Specialty Pharmacy, excluding cancer medications.	

**Questions:** Call 888-234-2416 or visit us at <http://www.shpnc.org>. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://ccio.cms.gov/programs/consumer/summaryandglossary/index.html> or call 855-859-0966 to request a copy.

# State Health Plan: Enhanced 80/20 Plan

Coverage Period: 01/01/2016 – 12/31/2016

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

Common Medical Event	Affordable Care Act Preventive Medications	Services You May Need	Your cost if you use an		Prescription must be written and filled at the pharmacy counter.
			In-Network Provider	Out-of-Network Provider	
If you have outpatient surgery	Facility fee (e.g, ambulatory surgery center)	20% coinsurance	40% coinsurance	_____none_____	
	Physician/surgeon fees	20% coinsurance	40% coinsurance	_____none_____	
If you need immediate medical attention	Emergency room services	\$233/visit; 20% coinsurance	\$233/visit; 20% coinsurance	Copay waived if admitted.	
	Emergency medical transportation	20% coinsurance	20% coinsurance	_____none_____	
If you have a hospital stay	Urgent care	\$87/visit	\$87/visit	The <b>deductible</b> does not apply.	
	Facility fee (e.g, hospital room)	\$233/admission; \$0 copay if Blue Options Designated facility is utilized; 20% coinsurance	\$233/admission; 40% coinsurance	No coverage for admissions prior to the effective date of coverage. Precertification may be required.	
If you have mental health, behavioral health, or substance abuse needs	Physician/surgeon fee	20% coinsurance	40% coinsurance	_____none_____	
	Mental/Behavioral health outpatient services	\$30/office visit; 20% coinsurance	40% coinsurance	Precertification may be required.	
	Mental/Behavioral health inpatient services	\$233/admission; \$0 if Blue Options Designated facility is utilized; 20% coinsurance	\$233/admission; 40% coinsurance	Precertification required.	

Questions: Call 888-234-2416 or visit us at <http://www.sbpnc.org>.

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# State Health Plan: Enhanced 80/20 Plan

Coverage Period: 01/01/2016 – 12/31/2016

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you have mental health, behavioral health, or substance abuse need, con't.	Substance use disorder outpatient services	\$30/office visit; 20% coinsurance	40% coinsurance	Precertification may be required.
	Substance use disorder inpatient services	\$233/admission; \$0 copay if Blue Options Designated facility is utilized; 20% coinsurance	\$233/admission; 40% coinsurance	Precertification required.
If you are pregnant	Prenatal and postnatal care	\$30/office visit	40% coinsurance	_____none_____
	Delivery and all inpatient services	\$233/admission; \$0 if Blue Options Designated facility is utilized; 20% coinsurance	\$233/admission; 40% coinsurance	_____none_____
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	Prior authorization required or services will not be covered.
	Rehabilitation services	\$52/visit; 20% coinsurance	40% coinsurance	The <b>deductible</b> does not apply to in-network visits.
	Habilitation services	Not covered	Not covered	Excluded
	Skilled nursing care	20% coinsurance	40% coinsurance	Coverage is limited to 100 visits per benefit period. Precertification required.
	Durable medical equipment	20% coinsurance	40% coinsurance	Prior authorization may be required for benefits to be provided.
	Hospice services	20% coinsurance	40% coinsurance	Precertification may be required.

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# State Health Plan: Enhanced 80/20 Plan

Coverage Period: 01/01/2016 – 12/31/2016

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If your child needs dental or eye care	Eye exam	\$0	Not covered	Out-of-network coverage is excluded.
	Glasses	Not covered	Not covered	Excluded
	Dental check-up	Not covered	Not covered	Excluded

### Excluded Services & Other Covered Services:

<p><b>Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)</b></p> <ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Benefits paid as a result of injuries caused by another party may need to be repaid to the health plan or paid for by another party under certain circumstances</li> <li>• Cosmetic surgery</li> <li>• Dental care (Child)</li> <li>• Dental care (Adult)</li> <li>• Eye exams (Child)</li> <li>• Glasses</li> <li>• Habilitation services</li> <li>• Hearing aids (age 22 and older)</li> <li>• Hospital inpatient precertification required</li> <li>• Long-term care</li> <li>• Routine eye exam (Adult)</li> <li>• Routine foot care</li> <li>• Skilled nursing facility over 100 days per benefit period</li> <li>• Weight loss programs</li> </ul>	
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<p><b>Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)</b></p> <ul style="list-style-type: none"> <li>• Bariatric surgery</li> <li>• Chiropractic care (up to 30 visits per benefit period)</li> <li>• Hearing aids (under age 22)</li> <li>• Infertility treatment</li> <li>• Non-emergency care when traveling outside the U.S. See <a href="http://www.bluecardworldwide.com">www.bluecardworldwide.com</a></li> <li>• Private Duty Nursing</li> </ul>	
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Questions: Call 888-234-2416 or visit us at <http://www.shpnc.org>.

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## State Health Plan: Enhanced 80/20 Plan

Coverage Period: 01/01/2016 – 12/31/2016

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

#### Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-855-859-0966. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

#### Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: State Health Plan Customer Service at 1-888-234-2416 or [shpnc.org](http://shpnc.org). You may also receive assistance from the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), if applicable. You may also contact North Carolina Department of Insurance at 1201 Mail Service Center, Raleigh, NC 27699-1201, or 919-807-6750 (in North Carolina), 800-546-5664 (outside North Carolina), if applicable.

#### Does This Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". **This plan or policy does provide minimum essential coverage.**

#### Does This Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of health plan. **The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.**

**Questions:** Call 888-234-2416 or visit us at <http://www.shpnc.org>.

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## State Health Plan: Enhanced 80/20 Plan

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 – 12/31/2016

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

#### Language Access Services:

Spanish (Español): Para obtener asistencia en español, llame al número que aparece al respaldo de su tarjeta del seguro.

Tagalog (Tagalog): Para matulungan sa Tagalog, tawagan ang numerong nasa likuran ng insurance card.

Chinese (中文): 如需國語或廣東話協助，請致電您保險卡背面的電話號碼。

Navajo (Dine): Diné bizaad bee shika'adoowol ninzingo kwoji' hóine', naaltsoos áts'isi nantinigii bine'déé' binámboo bikáá'.

*To see examples how this plan might cover costs for a sample medical situation, see the next page.*

**Questions:** Call 888-234-2416 or visit us at <http://www.shpoc.org>.

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# State Health Plan: Enhanced 80/20 Plan

Coverage Period: 01/01/2016 – 12/31/2016

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

### About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if covered under different plans.

#### This is not a cost estimator.



Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$5,650
- You pay \$1,890

#### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

#### Patient pays:

Deductibles	\$700
Copays	\$30
Coinsurance	\$1,010
Limits or exclusions	\$150
<b>Total</b>	<b>\$1,890</b>

Note: These numbers assume the patient has given notice of her pregnancy to the plan. If you are pregnant and have not given notice of your pregnancy, your costs may be higher. For more information, please contact: 1-888-234-2416.

### Managing type 2 diabetes (routine maintenance of well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,030
- You pay \$1,370

#### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

#### Patient pays:

Deductibles	\$700
Copays	\$30
Coinsurance	\$210
Limits or exclusions	\$430
<b>Total</b>	<b>\$1,370</b>

**Questions:** Call 888-234-2416 or visit us at <http://www.sbpnc.org>. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://ceifo.cms.gov/programs/consumer/summaryandglossary/index.html> or call 855-859-0966 to request a copy.

### Questions and Answers about Coverage Examples:

#### What are some of the assumptions behind the Coverage Examples?

- Costs do not include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and are not specific to a particular geographic area or health plan.
- Patient's condition was not an excluded or pre-existing condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

#### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment is not covered or payment is limited.

#### Does the Coverage Example predict my own care needs?

- ✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

#### Does the Coverage Example predict my future expenses?

- ✗ **No.** Coverage Examples are **not** cost estimators. You cannot use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

#### Can I use Coverage Examples to compare plans?

- ✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you will find the same Coverage Examples. When you compare plans, check the "Patient Pays" box for each example. The smaller that number, the more coverage the plan provides.

#### Are there other costs I should consider when comparing plans?

- ✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you will pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should consider also contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.



SUMMARY FOR STATE HEALTH PLAN  
70/30

SUMMARY FOR STATE HEALTH PLAN  
2010

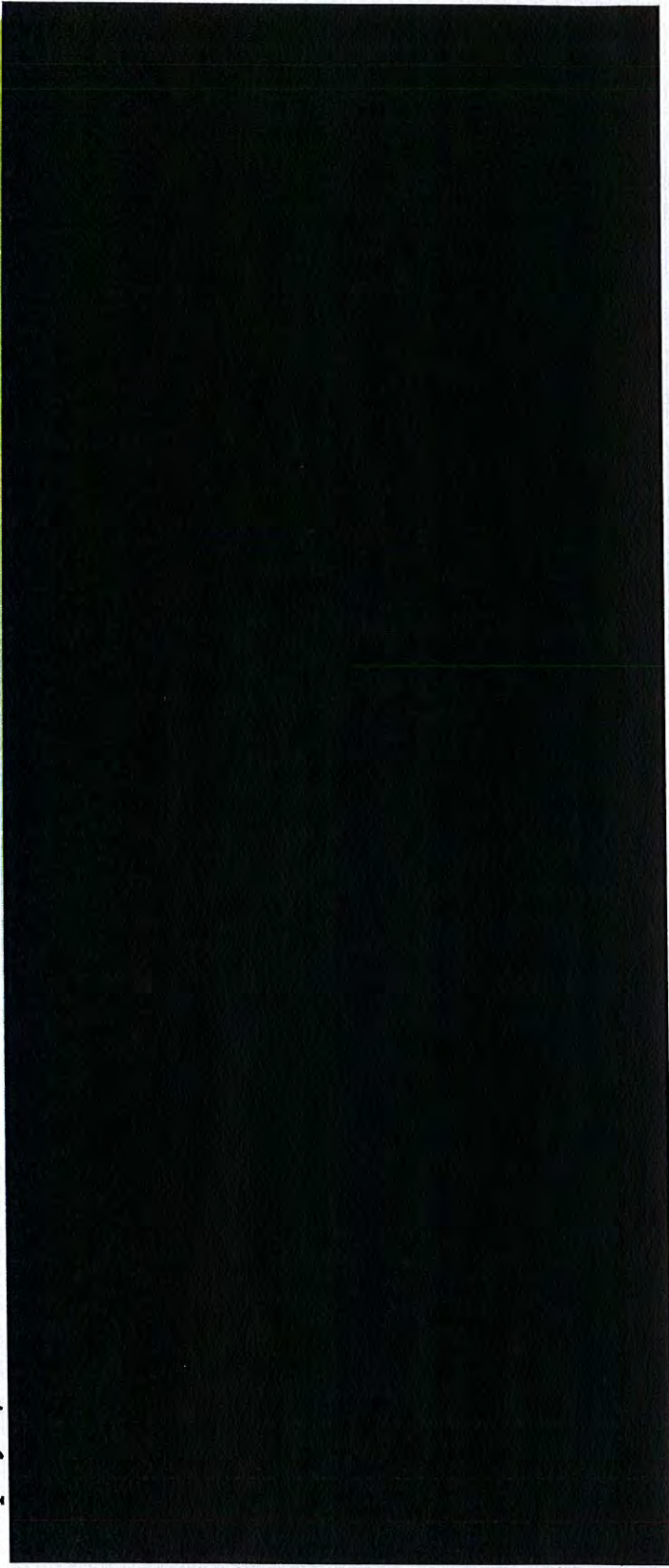


**TRADITIONAL 70/30 PLAN** for NON-MEDICARE RETIREES, COBRA AND 100% CONTRIBUTORY

MONTHLY PREMIUM RATES January 1, 2016 – December 31, 2016

**ACTIVE/NON-MEDICARE PRIMARY FOR EMPLOYEE/RETIREE AND DEPENDENT(S)**

Employee/Retiree Only	\$448.12
Employee/Retiree + Child(ren)	\$659.04
Employee/Retiree + Spouse	\$991.58
Employee/Retiree + Family	\$1,026.98



**Notes:**

1. Important: This rate sheet does not apply to employees out on leave of absence.
2. A subscriber is an individual who is eligible for coverage under the State Health Plan on his or her own. 100% Contributory Subscribers include former employees, surviving spouses and children, retirees, and former legislators who are eligible for the State Health Plan under North Carolina G.S. § 125-48.40 (c).
3. If your employment contract is for less than 12 months, contact your Health Benefits Representative or benefits office for monthly rates.
4. If you are actively employed and you or your dependent(s) are Medicare eligible, the State Health Plan is the primary insurer and the Non-Medicare rates apply. An exception to this would be if you or your dependent(s) are Medicare eligible due to end stage renal disease (ESRD).
5. If you work for a local government employer, contact your Health Benefits Representative or benefits office for monthly rates.



# State Health Plan: Traditional 70/30 Plan

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 – 12/31/2016  
 Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at <http://www.shpnc.org> or by calling 855-859-0966.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	<b>\$1,054</b> person/ <b>\$3,162</b> family for in-network; <b>\$2,108</b> person/ <b>\$6,324</b> family for out-of-network. Doesn't apply to in-network preventive care. Coinsurance and copayments do not apply to the deductible.	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1 <sup>st</sup> ). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. <b>\$4,282</b> person/ <b>\$12,846</b> family for in-network; <b>\$8,564</b> person/ <b>\$25,692</b> family for out-of-network.	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Your cost for services when pre-authorization was not obtained, premiums, balance-billed charges, copayments, deductibles, prescription drugs and health care services this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes.	If you use an in-network doctor or other health care <b>provider</b> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the <b>specialist</b> you choose without permission from this plan.

Questions: Call 888-234-2416 or visit us at <http://www.shpnc.org>.  
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**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

**Coverage for:** Individual, Individual + Spouse, Individual + Children, Family | **Plan Type:** PPO

<b>Are there services this plan doesn't cover?</b>	Yes.
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Some of the services this plan does not cover are listed on a later page. See your policy or plan document for additional information about **excluded services**.

- **Copayments** are fixed dollar amounts (for example, \$35) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 30% would be \$300. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$39/visit	50% coinsurance	The <b>deductible</b> does not apply to in-network visits.
	Specialist visit	\$92/visit	50% coinsurance	The <b>deductible</b> does not apply to in-network visits.
	Other practitioner office visit	\$72/PT, OT, ST and chiropractic visits	50% coinsurance / chiropractic visit	Coverage is limited to 30 visits per benefit period for chiropractic care.
If you have a test	Preventive care/screening/immunization	\$39/visit	Not covered, except for mandated coverage	The <b>deductible</b> does not apply.
	Diagnostic test (X-ray, blood work)	30% coinsurance	50% coinsurance	No coverage for tests not ordered by a doctor.
	Imaging (CT/PET scans, MRIs)	30% coinsurance	50% coinsurance	Prior authorization may be required or services will not be covered.

**Questions:** Call 888-234-2416 or visit us at <http://www.shpnc.org>.

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## State Health Plan: Traditional 70/30 Plan

Coverage Period: 01/01/2016 – 12/31/2016

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
<p>If you need <b>drugs</b> to treat your illness or condition</p> <p>More information about <b>prescription drug coverage</b> is available at <a href="http://www.shpnc.org">www.shpnc.org</a></p>	Tier 1 drugs	\$15	Applicable copay and the difference between the allowed amount and the charge.	Per 30-day supply. The <b>deductible</b> does not apply.
	Tier 2 drugs	\$46	Applicable copay and the difference between the allowed amount and the charge.	Per 30-day supply. The <b>deductible</b> does not apply.
	Tier 3 drugs	\$72	Applicable copay and the difference between the allowed amount and the charge.	Per 30-day supply. The <b>deductible</b> does not apply.
	Tier 4 drugs	25% coinsurance up to \$100	Applicable coinsurance and the difference between the allowed amount and the charge.	Per 30-day supply. The <b>deductible</b> does not apply. Non-acute specialty drugs must be obtained through Accredited Specialty Pharmacy, excluding cancer medications.
	Tier 5 drugs	25% coinsurance up to \$132	Applicable coinsurance and the difference between the allowed amount and the charge.	Per 30-day supply. The <b>deductible</b> does not apply. Non-acute specialty drugs must be obtained through Accredited Specialty Pharmacy, excluding cancer medications.

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## State Health Plan: Traditional 70/30 Plan

Coverage Period: 01/01/2016 – 12/31/2016  
 Coverage for: Individual, Individual + Spouse,  
 Individual + Children, Family | Plan Type: PPO

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	30% coinsurance	50% coinsurance	_____none_____
	Physician/surgeon fees	30% coinsurance	50% coinsurance	_____none_____
If you need immediate medical attention	Emergency room services	\$329/visit; 30% coinsurance	\$329/visit; 30% coinsurance	Copay waived if admitted.
	Emergency medical transportation	30% coinsurance	30% coinsurance	_____none_____
	Urgent care	\$98/visit	\$98/visit	The <b>deductible</b> does not apply.
	Facility fee (e.g., hospital room)	\$329/admission; 30% coinsurance	\$329/admission; 50% coinsurance	No coverage for admissions prior to the effective date of coverage. Precertification may be required.
If you have a hospital stay	Physician/surgeon fee	30% coinsurance	50% coinsurance	_____none_____
	Mental/Behavioral health outpatient services	\$39/office visit; 30% coinsurance	50% coinsurance	The <b>deductible</b> does not apply to in-network visits.
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health inpatient services	\$329/admission; 30% coinsurance	\$329/admission; 50% coinsurance	Precertification required.
	Substance use disorder outpatient services	\$39/office visit; 30% coinsurance	50% coinsurance	Precertification may be required. The <b>deductible</b> does not apply to in-network visits.
	Substance use disorder inpatient services	\$329/admission; 30% coinsurance	\$329/admission; 50% coinsurance	_____none_____

Questions: Call 888-234-2416 or visit us at <http://www.sbpac.org>.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://ccio.emis.gov/programs/consumer/summaryandglossary/index.html> or call 855-859-0966 to request a copy.

## State Health Plan: Traditional 70/30 Plan

Coverage Period: 01/01/2016 – 12/31/2016

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you are pregnant	Prenatal and postnatal care	\$39/office visit	50% coinsurance	_____none_____
	Delivery and all inpatient services	\$329/admission; 30% coinsurance	\$329/admission; 50% coinsurance	_____none_____
If you need help recovering or have other special health needs	Home health care	30% coinsurance	50% coinsurance	Prior authorization required or services will not be covered.
	Rehabilitation services	\$72/visit; 30% coinsurance	50% coinsurance	The <b>deductible</b> does not apply to in-network visits. Coverage is limited to 30 visits per benefit period.
	Habilitation services	Not covered	Not covered	Excluded
	Skilled nursing care	30% coinsurance	50% coinsurance	Coverage is limited to 100 visits per benefit period. Precertification required.
	Durable medical equipment	30% coinsurance	50% coinsurance	Prior authorization may be required for benefits to be provided.
	Hospice services	30% coinsurance	50% coinsurance	Precertification may be required.
If your child needs dental or eye care	Eye exam	Not covered	Not covered	Excluded
	Glasses	Not covered	Not covered	Excluded
	Dental check-up	Not covered	Not covered	Excluded

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## State Health Plan: Traditional 70/30 Plan

Coverage Period: 01/01/2016 – 12/31/2016

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

### Excluded Services & Other Covered Services:

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"><li>• Acupuncture</li><li>• Benefits paid as a result of injuries caused by another party may need to be repaid to the health plan or paid for by another party under certain circumstances</li><li>• Cosmetic surgery</li><li>• Dental care (Child)</li></ul> | <ul style="list-style-type: none"><li>• Dental care (Adult)</li><li>• Eye exams (Child)</li><li>• Glasses</li><li>• Habilitation services</li><li>• Hearing aids (age 22 and older)</li><li>• Hospital inpatient precertification required</li></ul> | <ul style="list-style-type: none"><li>• Long-term care</li><li>• Routine eye care (Adult)</li><li>• Routine foot care</li><li>• Skilled nursing facility over 100 days per benefit period</li><li>• Weight loss programs</li></ul> |
|--|--|--|

**Other Covered Services** (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- |  |   |  |
|--|---|--|
| <ul style="list-style-type: none"><li>• Bariatric surgery</li><li>• Chiropractic care (up to 30 visits per benefit period)</li></ul> | <ul style="list-style-type: none"><li>• Hearing aids (under age 22)</li><li>• Infertility treatment</li></ul> | <ul style="list-style-type: none"><li>• Non-emergency care when traveling outside the U.S. See <a href="http://www.bluecardworldwide.com">www.bluecardworldwide.com</a></li><li>• Private Duty Nursing</li></ul> |
|--|---|--|

**Questions:** Call 888-234-2416 or visit us at <http://www.sbpnc.org>.

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Coverage Period: 01/01/2016 – 12/31/2016

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

#### Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-855-859-0966. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov)

#### Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: State Health Plan Customer Service at 1-888-234-2416 or [shpnc.org](http://shpnc.org). You may also receive assistance from the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), if applicable. You may also contact North Carolina Department of Insurance at 1201 Mail Service Center, Raleigh, NC 27699-1201, or 919-807-6750 (in North Carolina), 800-546-5664 (outside North Carolina), if applicable.

#### Does This Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". **This plan or policy does provide minimum essential coverage.**

#### Does This Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of health plan. **The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.**

**Questions:** Call 888-234-2416 or visit us at <http://www.shpnc.org>.

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## State Health Plan: Traditional 70/30 Plan

Coverage Period: 01/01/2016 – 12/31/2016

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual, Individual + Spouse, Individual + Children, Family | Plan Type: PPO

### Language Access Services:

Spanish (Español): Para obtener asistencia en español, llame al número que aparece al respaldo de su tarjeta del seguro.

Tagalog (Tagalog): Para matulungan sa Tagalog, tawagan ang numerong nasa likuran ng insurance card.

Chinese (中文): 如需國語或廣東話協助，請致電您保險卡背面的電話號碼。

Navajo (Dine): Diné bizaad bee shika'adoowod nizingo kwoji' hólné', naaltsoos áits'isi nautinigií bine'déé' binámboo bikáá'.

*To see examples how this plan might cover costs for a sample medical situation, see the next page.*

**Questions:** Call 888-234-2416 or visit us at <http://www.shpnc.org>.

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## State Health Plan: Traditional 70/30 Plan

Coverage Period: 01/01/2016 – 12/31/2016  
 Coverage for: Individual, Individual + Spouse,  
 Individual + Children, Family | Plan Type: PPO

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs

#### About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if covered under different plans.

#### This is not a cost estimator.



Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

#### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$4,900
- You pay \$2,640

#### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

#### Patient pays:

Deductibles	\$1,000
Copays	\$40
Coinsurance	\$1,520
Limits or exclusions	\$150
<b>Total</b>	<b>\$2,710</b>

Note: These numbers assume the patient has given notice of her pregnancy to the plan. If you are pregnant and have not given notice of your pregnancy, your costs may be higher. For more information, please contact: 1-888-234-2416.

#### Managing type 2 diabetes (routine maintenance of well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,610
- You pay \$1,790

#### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

#### Patient pays:

Deductibles	\$1000
Copays	\$110
Coinsurance	\$320
Limits or exclusions	\$430
<b>Total</b>	<b>\$1,860</b>

Questions: Call 888-234-2416 or visit us at <http://www.shpnc.org>.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://cello.cms.gov/programs/consumer/summaryandglossary/index.html> or call 855-859-6966 to request a copy.

## Questions and Answers about Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs do not include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and are not specific to a particular geographic area or health plan.
- Patient's condition was not an excluded or pre-existing condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment is not covered or payment is limited.

### Does the Coverage Example predict my own care needs?

- ✳ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

- ✳ **No.** Coverage Examples are **not** cost estimators. You cannot use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

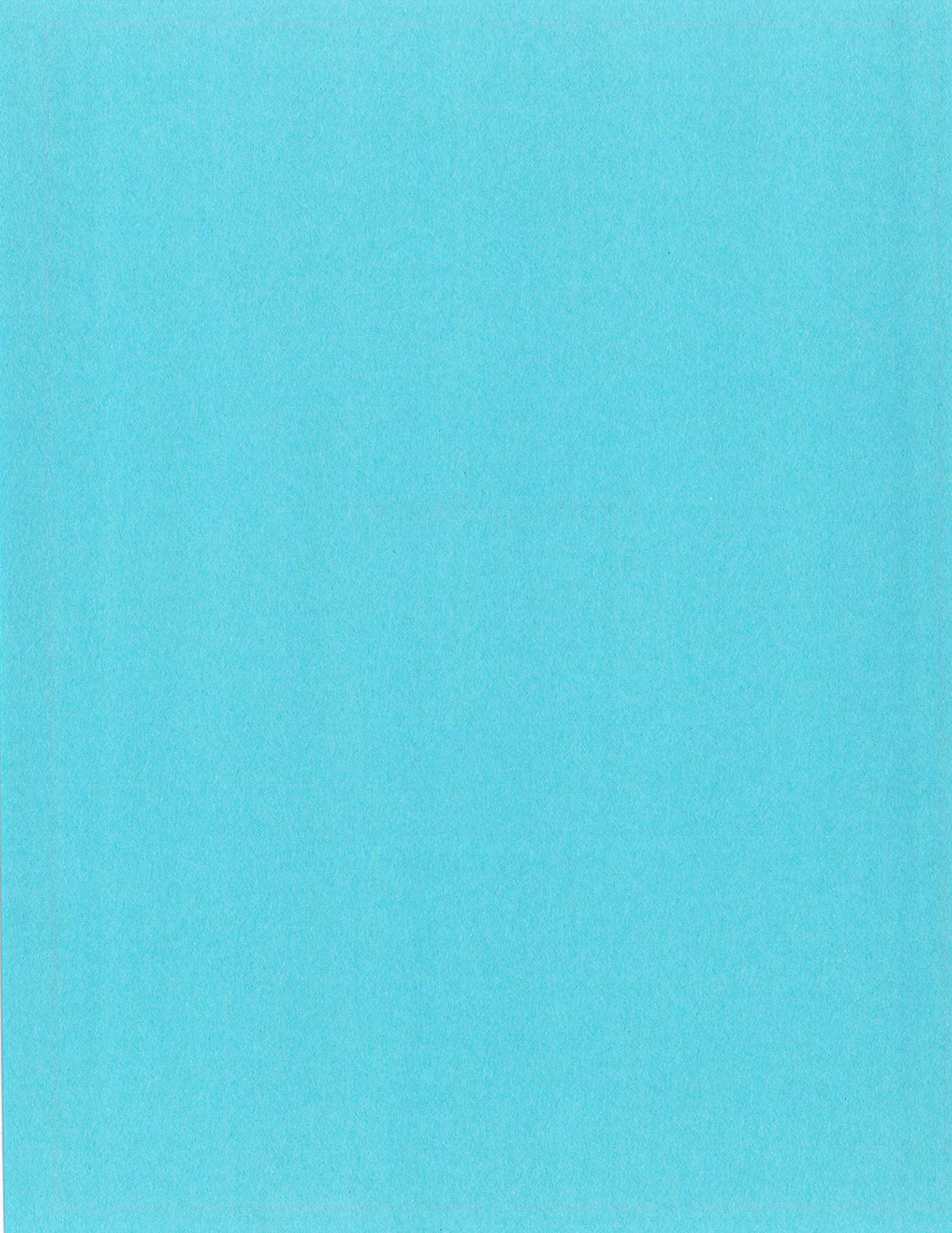
- ✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you will find the same Coverage Examples. When you compare plans, check the "Patient Pays" box for each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

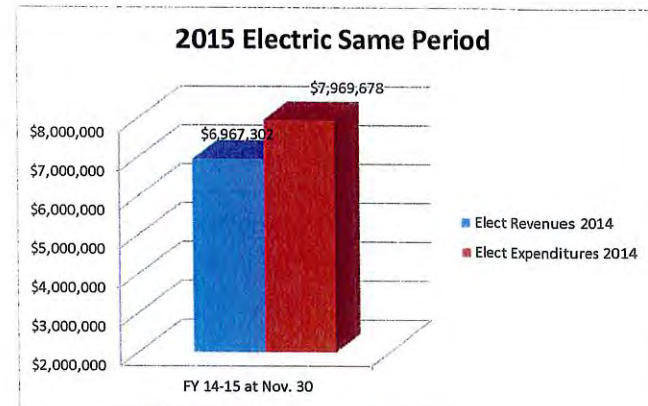
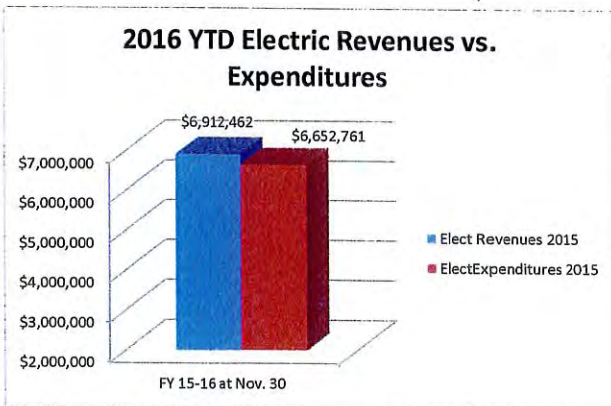
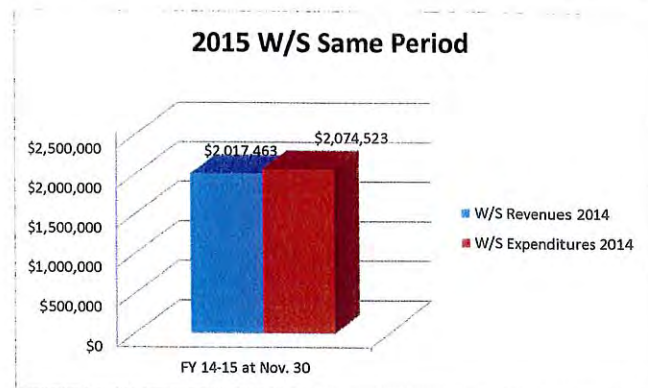
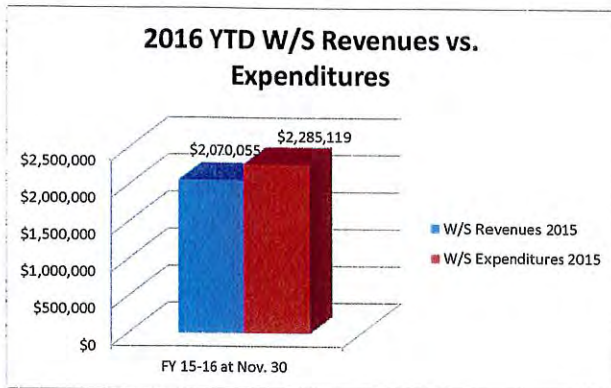
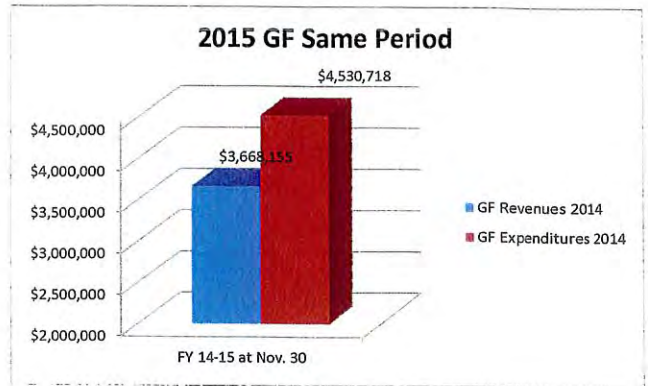
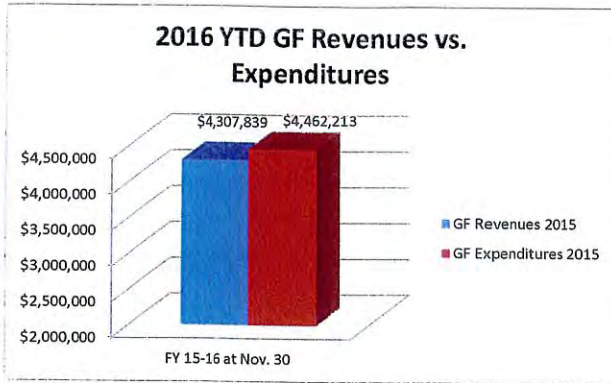
- ✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you will pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should consider also contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.



# Financial Report



## Town of Smithfield Revenues vs. Expenditures



**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**November 30, 2015**  
**Gauge:5/12 or 41.67 Percent**

**41.67%**

<b>GENERAL FUND</b>					
	Frequency	Actual	Budget	Actual to Date	YTD %
Revenues		FY '14-5	FY '15-16	FY '15-16	Collected
Current & Prior Year Property Taxes	Monthly	\$ 5,609,217	\$ 5,499,200	\$ 1,907,766	34.69%
Motor Vehicle Taxes	Monthly	552,153	425,000	235,639	55.44%
Utility Franchise Taxes	Quarterly	1,018,994	810,000	233,867	28.87%
Local Option Sales Taxes	Monthly	2,131,536	1,990,000	555,239	27.90%
Aquatic and Other Recreation	Monthly	827,203	829,400	337,887	40.74%
Sanitation	Monthly	1,303,621	1,326,200	462,737	34.89%
All Other Revenues		1,571,522	1,260,756	574,704	45.58%
Loan Proceeds		140,000	182,000	-	0.00%
Transfers (Electric and Fire Dist.)		373,542	397,542	-	
Fund Balance Appropriated		-	240,300	-	0.00%
Total		\$ 13,527,788	\$ 12,960,398	\$ 4,307,839	33.24%
		<b>Actual</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
		<b>FY '14-5</b>	<b>FY '15-16</b>	<b>FY '15-16</b>	<b>Spent</b>
<b>Expenditures</b>					
General Gov.-Governing Body		\$ 316,851	\$ 277,435	\$ 130,604	47.08%
Non Departmental		1,121,506	1,245,109	317,567	25.51%
Debt Service		1,212,677	1,404,646	799,974	56.95%
Finance		159,910	134,458	58,925	43.82%
Planning		305,466	407,786	126,294	30.97%
Police		3,232,824	3,532,799	1,187,795	33.62%
Fire		1,410,974	1,354,571	451,234	33.31%
EMS		932	-	-	#DIV/0!
General Services/Public Works		497,970	471,479	174,460	37.00%
Streets		818,543	544,457	171,904	31.57%
Motor Pool/Garage		84,380	93,220	28,829	30.93%
Powell Bill		-	300,700	31,128	10.35%
Sanitation		992,876	1,086,145	367,951	33.88%
Parks and Rec		762,054	807,097	250,819	31.08%
SRAC		890,791	962,336	364,729	37.90%
Contingency (Previously Part Of Gen Gov)		-	338,160	-	0.00%
Appropriations/Contributions		-	-	-	0.00%
Total		\$ 11,807,754	\$ 12,960,398	\$ 4,462,213	34.43%

YTD Fund Balance Increase (Decrease)

-

-



41.67%

**WATER AND SEWER FUND**

<b>Revenues</b>	<b>Actual</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
	<b>FY '14-5</b>	<b>FY '15-16</b>	<b>FY '15-16</b>	<b>Collected</b>
Water Charges	\$ 2,044,310	\$ 2,144,580	\$ 758,268	35.36%
Water Sales (Wholesale)	\$ 702,966	\$ 670,000	\$ 300,186	44.80%
Sewer Charges	2,700,929	2,811,738	992,412	35.30%
Tap Fees	15,312	16,000	6,750	42.19%
All Other Revenues	40,485	10,500	12,439	118.47%
Loan Proceeds	415,735	510,000	-	0.00%
Fund Balance Appropriated	-	541,951	-	0.00%
<b>Total</b>	<b>\$ 5,919,737</b>	<b>\$ 6,704,769</b>	<b>\$ 2,070,055</b>	<b>30.87%</b>

<b>Expenditures</b>	<b>Actual</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
	<b>FY '14-5</b>	<b>FY '15-16</b>	<b>FY '15-16</b>	<b>Spent</b>
Water Plant	\$ 2,013,752	\$ 2,226,082	\$ 870,968	39.13%
Water Distribution/Sewer Coll (Less Transfers)	4,833,120	4,058,512	1,411,927	34.79%
Transfer to General Fund	110,404	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	-	-	#DIV/0!
Debt Service	174,443	149,466	2,225	1.49%
Contingency	-	270,709	-	0.00%
<b>Total</b>	<b>\$ 7,131,719</b>	<b>\$ 6,704,769</b>	<b>\$ 2,285,120</b>	<b>34.08%</b>

**ELECTRIC FUND**

<b>Revenues</b>	<b>Actual</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
	<b>FY '14-5</b>	<b>FY '15-16</b>	<b>FY '15-16</b>	<b>Collected</b>
Electric Sales	\$ 19,144,269	\$ 17,244,400	\$ 6,704,719	38.88%
Penalties	440,314	375,000	186,699	49.79%
All Other Revenues	249,365	41,000	21,044	51.33%
Loan Proceeds	75,600	-	-	
Fund Balance Appropriated	-	452,152	-	
<b>Total</b>	<b>\$ 19,909,548</b>	<b>\$ 18,112,552</b>	<b>\$ 6,912,462</b>	<b>38.16%</b>

<b>Expenditures</b>	<b>Actual</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
	<b>FY '14-5</b>	<b>FY '15-16</b>	<b>FY '15-16</b>	<b>Spent</b>
Administration/Operations	\$ 1,935,179	\$ 2,199,924	\$ 871,010	39.59%
Purchased Power	15,914,155	14,200,000	5,396,179	38.00%
Debt Service	377,579	366,240	350,491	95.70%
Capital Outlay	283,015	466,000	35,081	
Contingency	-	636,846	-	
Transfers to General Fund	243,542	243,542	-	0.00%
<b>Total</b>	<b>\$ 18,753,470</b>	<b>\$ 18,112,552</b>	<b>\$ 6,652,761</b>	<b>36.73%</b>

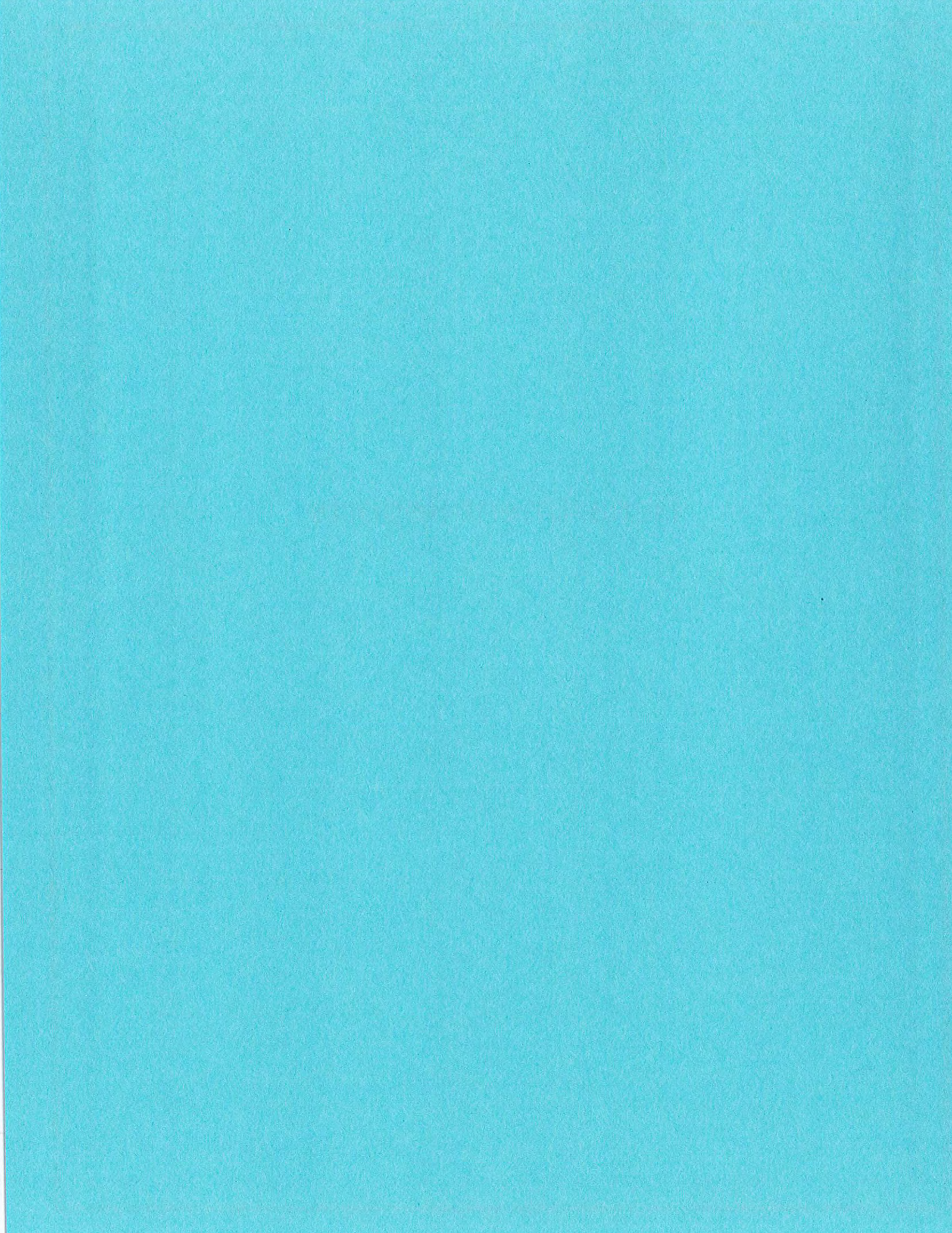
**CASH AND INVESTMENTS**

General Fund (Includes P. Bill)	6,627,424			
Water and Sewer Fund	3,679,350			Interest Rate
Electric Fund*	7,083,750			
Capital Project Fund: Wtr/Sewer (45)	(12,376)	1st CITIZENS	10,693,893	0.20%
Capital Project Fund: General (46)	327,971	NCCMT	2,238,329	0.080%
Capital Project Fund: Electric (47)	(8,936)	STIFEL	25,781	Market
Firemen Relief Fund (50)	178,921	KS BANK	4,911,369	.2, .65, &.8
Fire District Fund (51)	68,736	BB&T	-	0.12%
JB George Endowment (40)	126,068	PNC BANK	201,536	0.10%
Total	<u>\$ 18,070,908</u>		<u>\$ 18,070,908</u>	

\*Plug

**Account Balances Confirmed By Finance Director on 12/18/2015**

# Department Reports





**FINANCE DEPARTMENTAL REPORT FOR NOVEMBER, 2015**

**SUMMARY OF ACTIVITIES:**

Daily Collections.....	\$3,546,997
Tax & Vehicle License.....	26,789
Franchise Tax.....	0
Sales & Use Tax.....	175,793
Powel Bill.....	0
<b>Total Revenue</b>	<b>\$3,749,579</b>

Expenditures: General, Water, Electric and Firemen’s Fund..... \$2,568,275

**FINANCE:**

- Compiled and submitted monthly retirement report on 11/30/2015
- Issued 41 purchase orders
- Processed 766 vendor invoices for payment and issued 349 accounts payable checks
- Prepared and processed 2 regular payrolls and 1 special payroll for Interim Fire Chief. Remitted federal and state payroll taxes on 11/6/2015, 11/19/2015, and 11/20/2015
- Prepared special payroll for Police Chief Scott longevity pay per his contract
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Collected \$1,318 on past due privilege license fees. **NOTE:** This brings the total collected to \$8,388.50. The past due collections are the result of mailing some 284 past due notices to local businesses
- Processed 19 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$32,463 (EMS = \$9,966; SRAC = \$10,137; and Utility = \$12,360). **NOTE:** Due to tax rate changes at the state level in 2014, debt collections are down some \$40,000 when compared to the same period last year... fewer North Carolina tax payers received tax refunds this filing year
- Other month end data report attached

**FINANCE DIRECTOR**

- Attended Town Council regular meeting on November 3, 2015
- Attended Department Head meeting on November 17, 2015
- Prepared financial PowerPoint presentation for December’s Council meeting
- Submitted Annual Financial Information Report (AFIR) on November 3, 2015. The AFIR collects revenue and expenditure information that corresponds with the audit. The information is used by the League of Municipalities, Association of County Commissioners, Governmental Units, UNC, Department of Revenue, US Census, anyone who accesses information on the web and for legislative research
- Responded to multiple questions from auditor on this year’s audit
- Invoiced Smithfield Housing Authority and JCC for resource officers
- Invoiced 3 grave openings
- **Implementing a 5% average electric rate reduction to take effect with the January 2016 bills.**

**Finace Department totals for November 2015**

**Meter Reading**

Actual Meters Read	10,005	
Meters Loaded to Hand Held	10,212	
Meter Tech Service Hours	0	\$0.00

**Billing/Collections**

Bills Mailed	6,091	\$2,019,889.17
Area Lights Billed	929	\$34,900.57
JoCo Wholesale water	54,022,000	\$81,039.02
Load Mgmt AC credit	0	\$0.00
Load Mgmt water heater credit	612	-\$3,738.00
Adjustments	93	-\$3,595.96
Delinquent Accts/Late Fees	1,409	\$14,347.14
NSF - Utility Only	15	\$3,684.30
Refund Checks Issued	22	\$2,604.35
Door Hangers	312	
Disconnect for non-pay	39	
Reconnect for payment received	32	
Bank Drafts	713	\$396,935.08
Lockbox	1,091	\$660,240.61
ECO Payment Totals		
	IVR-phone	136
	On-Line (website)	413
		\$89,254.61 BOTH
Cash Window Transactions/Payments	3,936	\$2,377,403.89
Accts collected from Debt setoff	0	\$0.00 EMS
	2	\$109.15 SRAC
	0	\$0.00 Utility
Accts submitted to Debt Setoff	0	\$0.00 Utility
	2	\$109.15 SRAC
<b>Service Orders</b>		
Requested Orders	238	
Completed Orders	236	
	Terminated Accounts	100
	Meters Rechecked	9
	New Turn on Accounts	108
Meter Tamper / Meter Missing	0	\$0.00

**Phone Call Usage**

**CSR - Elaine**

		Duration
Inbound	162	4:10:35
Outbound	59	1:45:56

**CSR/Collections - Audrey**

Inbound	60	1:03:21
Outbound	13	0:04:06
<b>Collections - Cash Window#2</b>		
Inbound	58	1:40:35
Outbound	6	0:06:51
<b>Switch Board Operator x1101</b>		
Inbound	242	1:10:40
Outbound	21	0:39:57
<b>Total Town (Trunk Lines)</b>		
Inbound	1,284	36:35:00
Outbound	538	21:12:49



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 - 2015**

	November	Calendar Year to date
<b>Town Council</b>		
Rezoning	0	4
Conditional Use	0	3
Ordinance Amendment	1	3
Major Subdivisions	0	0
Annexations	0	0
Special Events	0	17
<b>Planning Board</b>		
Rezoning	1	5
Condition Use	0	3
Ordinance Amendment	0	3
Subdivisions	0	0
Annexations	0	0
<b>Board of Adjustment</b>		
Variance	0	1
Admin Appeal	0	0
<b>Historic Properties Commission</b>		
Certificate of Appropriateness	0	0
Historic Landmarks	0	0





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 350 E. Market St Smithfield, NC 27577  
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**Permit Issued for November 2015**

Site Plan	Major Site Plan	\$550.00	5
Site Plan	Minor Site Plan	\$300.00	3
Zoning	Land Use	\$750.00	8
Zoning	Sign	\$350.00	7
<b>Total:</b>		<b>\$1,950.00</b>	<b>23</b>
<b>YTD Total:</b>		<b>\$7,625.00</b>	<b>96</b>

Permit#	Permit Type	Sub Type	Business Name	Project Address
SP15-000047	Site Plan	Major Site Plan	Johnston Community College Parking Lot Rehab	245 COLLEGE Road
Z15-000124	Zoning	Sign	Kelly's Antiques and Thrift Shop	508 South Third Street
Z15-000125	Zoning	Sign	Sam's 2	825 Brogden Road
Z15-000126	Zoning	Land Use	Coffee Shop / Restaurant	135 South Third Street
Z15-000128	Zoning	Sign	Food Lion	901 South BRIGHTLEAF Boulevard
Z15-000127	Zoning	Sign	Food Lion	851 West MARKET Street
Z15-000129	Zoning	Land Use	GrayCliff Enterprises Inc	610 POWELL Street
Z15-000130	Zoning	Land Use	Hypnotherapy Clinic	1329 North BRIGHTLEAF Boulevard
Z15-000131	Zoning	Land Use	S&M Fashion	117 North THIRD Street
SP15-000048	Site Plan	Minor Site Plan	Best Western Lighting Plan	145 South EQUITY Drive
SP15-000049	Site Plan	Minor Site Plan	Best Western Lighting Plan	145 South EQUITY Drive
SP15-000050	Site Plan	Minor Site Plan	14' x 14' accessory structure	102 East Wilson Street
Z15-000132	Zoning	Land Use	Dazzel ME Accessories	117 North THIRD Street
Z15-000133	Zoning	Land Use	A-1 Mini Storage	1343 West MARKET Street
Z15-000134	Zoning	Sign	Chipotle Mexican Grill Sign Package	110 South EQUITY Drive
Z15-000135	Zoning	Sign	Brightleaf Motorsports	808 North Brightleaf Boulevard
Z15-000136	Zoning	Sign	Chipotle Mexican Grill	110 South EQUITY Drive
Z15-000137	Zoning	Land Use	Public Works Equipment And Supply, Inc	233 Airport Industrial Drive
Z15-000138	Zoning	Land Use	Privacy Fence	40 BROOKWOOD Drive
Z15-000139	Zoning	Land Use	Air Flow Products Company, Inc	1050 Yelverton Grove Road
SP15-000051	Site Plan	Major Site Plan	Saint Ann Parrish Center	4057 US 70 BUS



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**CODE COMPLIANCE MONTHLY REPORT 2015**

	Nov-15	Calendar Year To date
Written Violations	83	1327
Resolved Violations	85	1324
On Site Meetings	70	1484
Temporary Signs Violations	48	1092
Temporary Signs Removed	48	1092
Condemned Structures Removed	1	13
Community Volunteers	20	280
Families Helped By Helping Hand Volunteers	10	95
ADA Compliant Ramps Built By Volunteers	1	



Town of Smithfield  
**Fire Department**  
 Month Ending: November, 2015

I. Statistical Section

Responded to:	YTD:
<u>4</u> Total Structure Fires Dispatched	86
<u>3</u> Confirmed Structure Fires (Our District)	17
<u>1</u> Confirmed Structure Fires (Other Districts)	12
<u>126</u> EMS/Rescue Calls	1244
<u>1</u> Vehicle Fires	17
<u>13</u> Motor Vehicle Accidents	152
<u>5</u> Fire Alarms (Actual)	62
<u>9</u> Fire Alarms (False)	129
<u>12</u> Misc./Other Calls	185
<u>3</u> Mutual Aid (Received)	89
<u>1</u> Mutual Aid (Given)	52
<b><u>170</u> TOTAL EMERGENCY RESPONSES</b>	<b>1874</b>

Conducted	<u>34</u>	Fire Inspections/Compliance Inspections
Conducted	<u>3</u>	Public Fire Education Programs
	<u>27</u>	Adults in Attendance
	<u>175</u>	Children in Attendance
Conducted	<u>0</u>	Plans Review Construction/Renovation Projects
Issued	<u>0</u>	Fire Code Citations
Issued	<u>0</u>	Fire Lane Citations
Completed	<u>8</u>	Consultation/Walk Through
Completed	<u>14</u>	Re-Inspections
Completed	<u>0</u>	Fire Investigations

II. Major Revenues

Inspections:	\$1850.00
False Alarms:	\$750.00
Fire recovery USA:	\$696.00

Major Expenses for the Month:

### III. Personnel Update:

- No updates at this time

### IV. Narrative of monthly departmental activities:

- The Fire Department staff participated in a fire prevention program at the South Smithfield Primary School for K-2<sup>nd</sup> graders on 10-6-15.
- The Fire Department staff participated in the Community Fair at the South Smithfield Primary School on 10-12-15.
- The Fire Department staff performed annual service test on all the department apparatus at the Town retention pond. All the apparatus passed their test 10-13-15.
- The NC Bar Association held a Wills for Heroes at the fire station on Saturday 10-14-15; this event was promoted by Johnston County EMS and was free to all that participated. Some of the Fire Department members participated.
- The Fire Department held an Engineer Exam for Internal applicants on 10-17-15.
- The Fire Department staff participated in a Career Day held at the Smithfield Middle School 10-24-15.
- The Fire Department staff participated in a Lunch with Heroes at the West Smithfield Elementary School on 10-24-15.

**Town of Smithfield  
Public Works Department  
November 30, 2015**



160 Total Work Orders completed by the Public Works Department

5 Burials, at \$700.00 each = \$3,500

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

\$7,000 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

392.59 tons of household waste collected

228 tons of yard waste collected

5.10 tons of recycling collected

40 Animal Control work orders completed

9 Cats transported to Animal Shelter

15 Dogs transported to Animal Shelter

**Town of Smithfield**  
**Public Works Appearance Division**  
**Cemetery, Landscapes, and Grounds Maintenance**  
**Buildings, Facilities, and Sign Division**  
**Monthly Report**  
**November 30, 2015**



**I. Statistical Section**

- 5 \_\_\_\_\_ Burials
- 8 \_\_\_\_\_ Works Orders – Buildings & Facilities Division
- 4 \_\_\_\_\_ Work Orders – Grounds Division
- 27 \_\_\_\_\_ Work Orders – Sign Division

**II. Major Revenues**

Sunset Cemetery Lot Sales:	\$7,000.00
Riverside Ext Cemetery Lot Sales:	\$0.00
Grave Opening Fees:	\$3,500.00
Total Revenue:	\$10,500.00

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

\$2,900 to remove a large Oak tree a 522 S 4<sup>th</sup> Street.

**IV. Personnel Update:**

None for the month

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

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Public Works safety meeting was on "Back Pain Lifting Techniques".

**Town of Smithfield  
Public Works Drainage/Street Division  
Monthly Report  
November 30, 2015**



**I. Statistical Section**

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 4 Work Orders – 7.32 Tons of Asphalt was placed in 3 utility cuts and 1 overlay.
- c. Division assisted with installation of Christmas decoration.
- d. Added 9 donated Maple trees (from Starbuck's) to the town nursery.
- e. 16 Work Orders – 1,275lbs. of Cold Patch was used for 30 Potholes.
- f. 40 Work Orders were completed regarding Animal Control related issues. 9 Cats and 15 Dogs were transported to the Animal Control Shelter.

**II. Major Revenues**

None for the month

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

None for the month

**IV. Personnel Update:**

None for the month

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

The Public Works Department Safety Training was on "Back Pain / Lifting Techniques"

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

Location: 115 W Langdon Ave.  
Starting Date: 11/4/2015  
Completion Date: 11/4/2015  
Description: Repaired drain and backfilled sink hole for positive drainage.  
Man-hours: 4hrs.  
Equipment: 420 Cat backhoe, 402 pickup plus hand tools.  
Materials: 2 yards of fill dirt.

Location: S 7<sup>th</sup> and Lee Street, 275 – 735 – 145 - 203 Equity, 302 MLK, Town Hall  
Parking Lot, 408 North Street, N 7<sup>th</sup> and Caswell, N 5<sup>th</sup> and Caswell,  
118 W Caroline Ave, Outlet Center and Venture, 2<sup>nd</sup> and Davis, 410  
Canterbury, 45 Peedin Road, 809 Venture Drive.  
Starting Date: 11/4/2015  
Completion Date: 11/25/2015  
Description: Repaired 30 potholes with Perma Patch asphalt.  
Man-hours: 8hrs.  
Equipment: 402 pickup plus hand tools.  
Materials: 25.5 bags of Perma Patch Asphalt.

Location: North and 12 Street, 9<sup>th</sup> and Hancock, Davis and S 3<sup>rd</sup>, N Equity beside  
Nail Place.  
Starting Date: 11/6/2015  
Completion Date: 11/6/2015  
Description: Repaired 3 utility cuts and 1 overlay.  
Man-hours: 16.5hrs  
Equipment: 420 Cat backhoe, 405 Dump truck, 402 pickup.  
Materials: 7.32 tons of I2 asphalt.

Location: 933 Rand Street.  
Starting Date: 11/9/2015  
Completion Date: 11/9/2015  
Description: Repaired holes in driveway approach with 6 yards of 57 stone.  
Man-hours: 5hrs.  
Equipment: 420 Cat back hoe, bobcat with pebble peeler.  
Materials: 6 yards of 57 stone.

Location: 601 N 8<sup>th</sup> Street.  
Starting Date: 11/12/2015  
Completion Date: 11/13/2015  
Description: Repaired large sink hole beside catch basin with 3000 psi concrete.  
Man-hours: 4hrs.  
Equipment: 420 Cat backhoe, 405 Dump truck, 402 pickup  
Materials: One yard of 3000psi concrete, 1 yard of sand.



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

**Location:** 41 Dail Street.  
**Starting Date:** 11/16/2015  
**Completion Date:** 11/16/2015  
**Description:** Repaired damaged shoulder of road due to large truck ruts.  
**Man-hours:** 3hrs.  
**Equipment:** 420 Cat backhoe, 402 pickup.  
**Materials:** 2 yards of topsoil.

**Location:** Starbucks's Outlet Center Drive.  
**Starting Date:** 11/18/2015  
**Completion Date:** 11/18/2015  
**Description:** Picked up 9 donated Maple trees and healed in at Town nursery site.  
**Man-hours:** 12hrs.  
**Equipment:** 420 Cat backhoe, 402 plus trailer.  
**Materials:** N/A

**Location:** Down Town District, town facilities.  
**Starting Date:** 11/19/2015  
**Completion Date:** 11/24/2015  
**Description:** Installed Christmas decoration.  
**Man-hours:** 120hrs.  
**Equipment:** 402 Pickup plus hand tools.  
**Materials:** 2 cases of c-7 bulbs.



**Town of Smithfield  
Public Works Fleet Maintenance Division  
Monthly Report  
November 30, 2015**



**I. Statistical Section**

  5   Preventive Maintenances

  0   North Carolina Inspections

 40  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 Safety Training was on "Back Pain / Lifting Techniques"

**Town of Smithfield  
Public Works Sanitation Division  
Monthly Report  
November 30, 2015**



**I. Statistical Section**

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

- a. Sanitation forces completed 25 work orders
- b. Sanitation forces collected 392.59 tons of household waste
- c. Sanitation forces disposed of 114 loads of yard waste and debris at Spain Farms Nursery
- d. Recycling forces collected 0 tons of clean wood waste (pallets)
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town's forces disposed of 0 scrap tires
- g. Recycling forces collected 2.10 tons of recyclable plastic
- h. Town's forces collected 1,340 lbs. of cardboard
- i. A total of 0 gallons of cooking oil was collected at the convenience site
- j. Disposed of 4,940 lbs. of plastics & glass

**II. Major Revenues**

- a. Received \$22.05 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0.00
- c. Sold 0 lbs. of shredder steel for \$0.00 to Omni Source

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

Spain Farms Nursery was paid \$2,592.00 for disposal of yard waste and debris. Peterson Industries was paid \$978.88 to replace a cylinder hoist on one of the knuckle boom loader trucks.

**IV. Personnel Update:**

Due to the lack of man power a temporary employee was hired to help out the sanitation crew.

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

The department worked closely with Parks & Recreation and Downtown Development on providing traffic control devices and event containers for Special events held at the Parks. The Public Works Department Safety Training was on "Back Pain / Lifting Techniques".



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

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

Programs/Events in progress of recently completed: **38**  
Total Programs/Events participants: **4214** \*(does not include spectators)  
SRAC member visits > **4580\***(does not include spectators, meeting attendees, etc.)  
SRAC paid day pass visitors > **333 (\$2,384.00)**  
SRAC complimentary day pass visitors > **17**  
SRAC Facility Rentals (Banquet Room, Gym, M-P Room) > **434 (20 Rentals)**  
SRAC Pool Rentals (Parties, Churches, Day Camps, etc.) > **>1450 (29 Rentals)**  
P&R Athletic games, practices and tournaments > **286** (participants included in "Total" above)  
P&R Facility Rentals (fields, shelters, etc.) > **983** (13 Rentals)  
**TOTAL DIRECT CONTACTS > 11612**

**II. Budget Information**

Through 11/30/15 & YTD:  
Parks and Recreation Expenditures > approximately 31%  
SRAC Expenditures > approximately 39%  
SRAC Revenues collected > approximately 39%

**III. Highlights**

Hosted Triangle Select League Baseball Tournament with 20 teams and 276 players  
Began winter programming including youth basketball and high school swimming.



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

- **Statistical Section**

- Electric CP Demand 20,700 Kw relative to October's demand of was 16,878 Kw.
- Electric System Reliability for was 99.9976% relative to October's 100%.
- Raw water treated on a daily average was 3.235 MG relative to 3.190 MG for October; with maximum demand of 3.960 MG relative to October's 3.927 MG.
- Total finished water to the system was 81.136 MG relative to October's 88.944 MG. Average daily for the month was 2.617 MG relative to October's 2.869 MG. Daily maximum was 3.150 MG (November 2nd) relative to October's 3.264 MG. Daily minimum was 2.282 MG (November 24th), relative to October's 2.573 MG.

- **Miscellaneous Revenues**

- Electrical sales were \$1,287,090 relative to October's sales of \$1,432,349
- Water sales were \$164,239 relative to October's \$173,442
- Sewer sales were \$223,333 relative to October's \$231,235
- Johnston County Water purchase were \$62,339 for 41.600 MG relative to October's \$81,033 for 54.022 MG
- **Major Expenses for the Month**
- Electricity purchases were \$934,082 relative to October's \$788,623
- Johnston County sewer charge was \$226,111 for 75.417 MG relative to October's \$200,229 for 66.945 MG.

- **Personnel Changes**

**Town of Smithfield  
Water Treatment Plant**

All figures are in MGD.

**Nov '15  
Monthly Totals**

<b>Date</b>	<b>Rate of Flow</b>	<b>Hrs. Operated</b>	<b>Raw Treated</b>	<b>Finish Metered</b>	<b>Plant Useage</b>	<b>Finish to Dist. System</b>	<b>% of RAW TREATED TO SYSTEM</b>
1	4.00	22.3	3.715	2.941	0.0950	2.846	76.61
2	4.00	23.8	3.960	3.246	0.0960	3.150	79.55
3	3.80	21.2	3.349	2.798	0.0980	2.700	80.62
4	3.80	22.1	3.507	2.927	0.0920	2.835	80.84
5	3.80	21.6	3.415	3.110	0.0950	3.015	88.29
6	3.80	22.1	3.495	2.854	0.0910	2.763	79.06
7	3.80	21.2	3.354	3.110	0.0910	3.019	90.01
8	3.80	22.3	3.526	3.021	0.0920	2.929	83.07
9	3.80	21.4	3.387	3.005	0.0917	2.913	86.01
10	3.80	21.8	3.453	2.929	0.0920	2.837	82.16
11	3.80	19.5	3.082	2.504	0.0860	2.418	78.46
12	3.80	23.0	3.647	2.989	0.0970	2.892	79.30
13	3.80	21.2	3.360	2.873	0.0900	2.783	82.83
14	3.80	22.2	3.515	2.925	0.0930	2.832	80.57
15	3.80	20.4	3.234	2.706	0.0880	2.618	80.95
16	3.80	20.9	3.303	2.821	0.0890	2.732	82.71
17	3.80	22.7	3.596	2.797	0.0930	2.704	75.19
18	3.80	19.9	3.157	2.874	0.0890	2.785	88.22
19	3.80	23.6	3.742	3.041	0.0940	2.947	78.75
20	3.80	20.0	3.167	2.713	0.0880	2.625	82.89
21	3.80	20.2	3.198	2.887	0.0900	2.797	87.46
22	3.80	19.0	3.007	2.399	0.0840	2.315	76.99
23	3.80	19.2	3.044	2.649	0.0890	2.560	84.10
24	3.80	18.0	2.847	2.367	0.0850	2.282	80.15
25	3.80	15.9	2.912	2.440	0.1230	2.317	79.57
26	3.80	18.4	2.522	2.593	0.0880	2.505	99.33
27	3.80	16.6	2.629	2.491	0.0490	2.442	92.89
28	3.80	17.2	2.716	2.686	0.0860	2.600	95.73
29	3.80	18.0	2.850	2.622	0.0870	2.535	88.95
30	3.80	14.9	2.360	2.525	0.0850	2.440	103.39
31						0.000	#DIV/0!
<b>Total</b>	<b>114.40</b>	<b>610.6</b>	<b>97.049</b>	<b>83.843</b>	<b>2.707</b>	<b>81.136</b>	<b>83.60</b>
<b>Avg</b>	<b>3.81</b>	<b>20.4</b>	<b>3.235</b>	<b>2.795</b>	<b>0.090</b>	<b>2.617</b>	
<b>Max</b>	<b>4.00</b>	<b>23.8</b>	<b>3.960</b>	<b>3.246</b>	<b>0.123</b>	<b>3.150</b>	
<b>Min</b>	<b>3.80</b>	<b>14.9</b>	<b>2.360</b>	<b>2.367</b>	<b>0.049</b>	<b>0.000</b>	



## MONTHLY WATER LOSS REPORT

NOVEMBER 2015

$\frac{3}{4}$ " LINE –  $\frac{1}{8}$ " HOLE – 2 DAYS

$\frac{3}{4}$ " LINE -  $\frac{1}{8}$ " HOLE - 1 DAYS

$\frac{3}{4}$ " LINE –  $\frac{1}{8}$ " HOLE – 1 DAY

$\frac{3}{4}$ " LINE-  $\frac{1}{16}$ " HOLE – 1 DAY

$\frac{3}{4}$ " LINE - $\frac{1}{8}$ " HOLE- 1 DAY

2" LINE –  $\frac{1}{8}$ " HOLE – 1 DAY



# HYDRANT FLUSHING

## SMITHFIELD WATER PLANT DISTRIBUTION SAMPLING SITE PLAN

STREET NAME	DATE	CHLORINE	TIME	GALLONS	PSI	STREET NAME	DATE	CHLORINE	TIME	GALLONS	PSI
Castle Drive	11/9/2015	3.4	30	10620	10	White Oak Drive	11/18/2015	0.2	30	10620	10
Stephson Drive	11/9/2015	3.4	30	10620	10	Brookwood Drive	11/18/2015	0.2	30	11310	5
Garner Drive	11/9/2015	3.4	30	15930		Runnymede Place	11/12/2015	0.4	30	10620	10
Computer Drive	11/9/2015	3.4	30	10620	10	Nottingham Place	11/12/2015	0.8	30	10620	10
Elm Drive	11/9/2015	3.4	30	10620	10	Heritage Drive	11/18/2015	0.4	30	10620	10
Hillcrest Drive	11/9/2015	2.6	15	5310	10	Regency Drive	11/18/2015	0.1	30	39000	60
Skyland Drive	11/2/2015	3.4	30	10620	10	Randers Court	11/18/2015	0.1	30	31860	40
Eason Street	11/12/2015	0.3	15	15930	40	Noble Street	11/9/2015	0.3	15	7920	
Holland Drive	11/9/2015	1.5	15	9750	15	Fieldale Dr#1(L)	11/17/2015	0.1	15	15930	40
Parkway Drive	11/18/2015	0.4	30	31860	40	Fieldale Dr#2(R)	11/17/2015	0.1	15	15930	40
Braford Street	11/18/2015	0.2	30	15930		Noble Plaza #1	11/9/2015	0.2	30	10620	10
Kellie Drive	11/18/2015	0.4	30	15930		Noble Plaza #2	11/9/2015	0.2	30	10620	10
Edgewater	11/18/2015	0.2	30	15930		Pinecrest Street	11/12/2015	0.2	30	10620	10
Edgcombe	11/18/2015	0.2	30	31860	40	Ava Gardner	11/18/2015	0.1	120	191160	
Magnolia circle	11/9/2015	2.5	15	7965		Waddell Drive	11/10/2015	3	15	5310	10
Valley Wood	11/18/2015	0.4	30	31860	40	Heather Court	11/12/2015	0.1	15	15930	40
Creek Wood	11/18/2015	0.4	30	31860		Reeding Place	11/18/2015	0.1	15	15930	40
Kay Drive	11/9/2015	1.5	15	9750	15	S. Sussex Drive	11/12/2015	1	30	15930	
Huntington Place	11/9/2015	1.5	120	40380	1	Henly Place	11/9/2015	0.7	15	8715	12
N. Lakeside Drive	11/9/2015	1.5	15	9435	14	Furlonge Street	11/18/2015	3	15	8715	12
Cypress Point	11/9/2015	1.5	15	8715	12	Aspen Drive	11/18/2015	1	15	8715	12
Quail Run	11/9/2015	1.5	15	10095	1	Cedar Drive	11/18/2015	1	15	5310	10
British Court	11/9/2015	1.5	15	11550	2	Oak Drive	11/10/2015	2	15	9430	14
Tyler Street	11/9/2015	1.5	15	19500	60	Pine Street	11/10/2015	2	15	9750	15
Rainbow Drive	11/9/2015	2.5	15	19500	60	Birch Street	11/18/2015	1	15	8715	12
Rainbow Circle	11/9/2015	2.6	15	19500	60	East Street	11/18/2015	3.4	15	15930	40
Moonbeam Circle	11/9/2015	2.5	15	19500	60	West Street	11/18/2015	3.7	15	17620	50
Yelverton Road	11/18/2015	1.5	15	15930	40	Ward Street	11/18/2015	3.5	15	15930	40
Ray Drive	11/2/2015	3.1	15	15930	40	Rvans	11/18/2015	0.1	60	63720	
Will Drive	11/2/2015	1.8	15	15930	40	Water Samples	4 TIMES			247800	40
Golden Corral	11/10/2015	2.5	15	10080	16	Davis Street	11/9/2015	3	15	8715	12
Shelterway						Wellons Street	11/18/2015	3.6	15	15930	40
THM Samples						Caroline Ave.		3.5	15	5310	10
Michael Lane	11/9/2015	3.5	15	15930	40	Johnston Street	11/9/2015	3.5	15	9750	15
Crestview Drive						HWY 210 LIFT ST.	11/2/2015	3.4	30	15930	
Coor Farm Supply	11/30/2015	3		20320		Old Goldsboro Rd.	11/30/2015	3	60	42480	



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

**I. Statistical Section**

- REPLACED 4 WATER METERS
- SET 0 METERS FOR NEW ACCOUNTS
- REPAIRED 6 LEAKS
- REPAIRED 7 SEWERS
- WASHED 5997 FEET SEWER LINES
- MADE 0 WATER TAPS, AND 0 SEWER TAP

**II. Major Revenues**

- NA
- 

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

**IV. Personnel Update**

- 

**V. Miscellaneous Activities:**

- RODDED 24 SEWER SERVICES
- REPAIRED 0 FIRE HYDRANTS
- SERVICE CALLS 127
- LOCATES 152
- CHECK 18 LIFT STATIONS DAILY
- FLUSHED DEAD ENDS 1 TIME



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

**I. Statistical Section**

- Street Lights repaired -21
- Area Lights repaired -8
- Service calls – 32
- Underground Electric Locates -95
- Poles changed out or installed -4
- Underground Services Installed -1

**II. Major Revenues**

- N/A

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

- N/A

**IV. Personnel Update:**

N/A

**V. Miscellaneous Activities:**

- Install all Christmas Decorations.
- Done conversion work of switching over transformers in the area of Kay Dr. Crestview, Heath & Langdon Streets.

