



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING MAY 3, 2016
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations:

1. **Proclamation – In Honor of the 50 year reunion of the Smithfield High School Class of 1966**
(Mayor – M. Andy Moore) See attached information.....1
2. **Administering Oath of Office to new Police Officer – Marshall Tate**
(Mayor – M. Andy Moore) See attached information.....3
3. **Library of Johnston County and Smithfield Update of Grant Awards**
(Executive Director – Margaret Marshall)

Public Hearing:

1. **CUP-16-03 Carroll Cottle Farms**: The applicant is requesting a conditional use permit to conduct temporary outdoor sales of agricultural products on property located within a B-3 (Highway Entrance Business) zoning district. The property considered for approval is located on the south side of North Brightleaf Boulevard and approximately 500 feet northeast of its intersection with Hospital Road. The property is further identified as Johnston County Tax ID# 15006002.
(Planning Director – Paul Embler) See attached information.....5

Citizens Comments:

Consent Agenda Items:

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April 5, 2016 – Regular Meeting
April 5, 2016 – Closed Session (Under Separate Cover)
April 6, 2016 – Closed Session (Under separate Cover).....29

2. **Special Event** – South Smithfield Elementary Walk to School Day on Tuesday May 10, 2016 at 7:40 am – 8:40 am
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3. **Special Event – Alive after 5:** The applicant, Millard Stallings, is petitioning the Town Council for approval of a semiannual event to be held in May and October from the hours of 5:30 pm – 9:30 pm at 121 North Fourth Street.
(Planning Director – Paul Emblar) See attached information.....49

4. **Special Event – Promotional Style by G/P.S.B.G:** The applicant Gaylean Sanders is petitioning the Town Council for approval to hold an outdoor for profit community awareness event to be held at Smith Collins park on July 3, 2016 between the hours of 3:00 pm and 8:00 pm.
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5. **Special Event – Woodall Heights Reunion:** The applicant, Jackie Bryant, is petitioning the Council to conduct an outdoor non-profit event (a reunion) at Woodall Heights Public Housing complex to be held every other year. This year the event will be held on May 28, 2016 between the hours of 1:00pm and 6:00 pm.
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10. **Consideration and Approval of an agreement with Petway Mill & Pearson, PA to perform the Town of Smithfield audit for the fiscal year ending June 30, 2016.**
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11. Consideration and approval to renew the Engineering retainer proposal from DM2 Engineering, PLLC.
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(Town Clerk – Shannan Williams) See attached information.....131

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2. Smithfield Selma Sports Academy
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6. Consideration and approval to pass Resolutions #587 (14-2016) and 588 (15-2016) for state grants from the North Carolina Department of Environmental Quality (NCDEQ) Clean Water State revolving Fund (CWSRF)
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8. Downtown Smithfield Development Corporation Request to Refinance Streetscape Loan for a lower Interest Rate Payment and Consider Alternative Options on Arrears.
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11. Downtown Revitalization Grant Projects
(Interim Town Manager – Jim Freeman) See attached information.....191

12. Approval of Resolution #589 (16-2016) an employment contract with Michael L. Scott to serve as the Town Manager and Administering of the Oath of Office.
(Mayor – M. Andy Moore) See attached information.....193

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Adjourn

Presentations



PROCLAMATION
Town of Smithfield
Celebrating the 50th Reunion of the 1966 Graduating
Class of Smithfield High School

Whereas, the Smithfield High School class of 1966 will be celebrating their 50th class reunion on May 7, 2016; and

Whereas, on June 5, 1966, 130 members of the Smithfield High School celebrated their achievements on graduation day. These 130 classmates would later become lawyers, educators, doctors, homemakers, dentists, pharmacists, musicians, police officers, bankers, writers, artists, nurses, engineers, business owners and members of the community; and

Whereas, the 1966 Smithfield High School class was the first class since 1933 to graduate without A.G. Glenn as the Principal; and

Whereas, during their formidable high school years, the world around them was ever changing. President John F. Kennedy, Jr. was assassinated; the Beatles and their music invaded the United States; black and white television was transitioning to color; and the miniskirt was the fashion rage; and

Whereas, the 1966 Smithfield High School graduating class also faced adversities with the Vietnam War intensifying. Many classmates were drafted or volunteered and eventually served in the Vietnam War; and

Whereas, the 1966 Smithfield High School graduating class celebrated a major victory in 1966 when the baseball team won the Southern Division Championship of the Capital Area Conference; and

Whereas, the Town of Smithfield would like to offer best wishes to all the members of the 1966 Smithfield High School graduating class.

Now therefore, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Smithfield Town Council, do hereby express our appreciation to the 1966 Smithfield High School graduating class for the contributions that they have made to the community and wish them well as they celebrate this momentous occasion.



M. Andy Moore, Mayor

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

**Town of Smithfield
Town Council
Action Form**

Item: Police Swear In

Date of Meeting: May 03, 2016

Date Prepared: April 19, 2016

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. Marshall Tate was hired to fill this position. Officer Tate holds an Associate of Arts Degree in Criminal Justice Technology from Johnston Community College. Officer Tate also graduated from the Basic Law Enforcement Training Program at Johnston Community College last December. Officer Tate is currently a resident of Four Oaks. Officer Tate has been assigned to "A" Team Patrol.

Action Requested:

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



OATH OF OFFICE

SMITHFIELD POLICE DEPARTMENT

"I, Marshall Tate, 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."

Marshall Tate

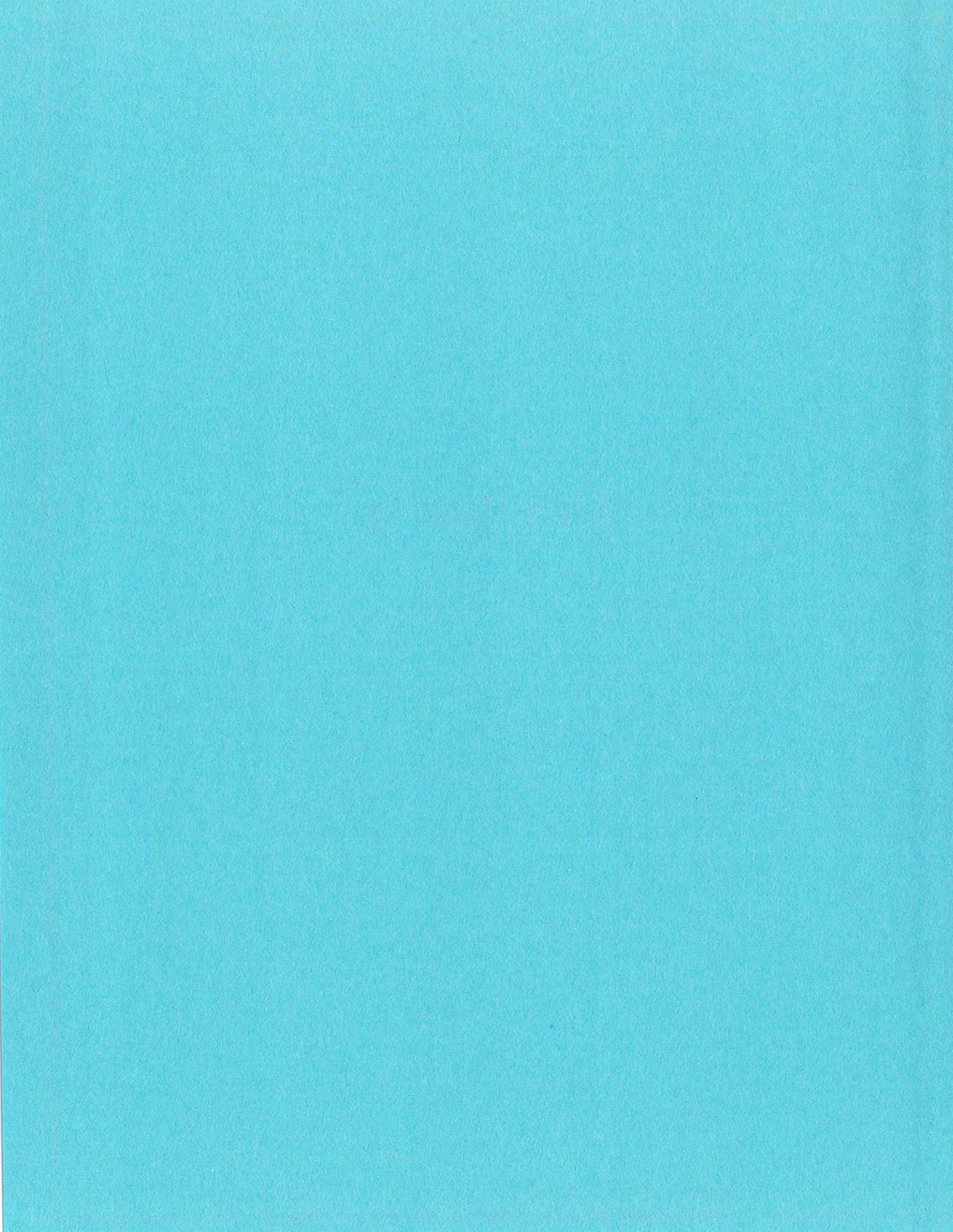
Date

*Oath administered this the
3rd day of May, 2016*

M. Andy Moore, Mayor



Public Hearing





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-16-03
Project Name: Carroll Cottle Farms
TAX ID number: 15006002
Town Limits/ETJ: City
Applicant: Will Carroll Cottle Jr.
Owners: Mohamed and Sons Inc.
Agents: none
Neighborhood Meeting: none

PROJECT LOCATION: South side of North Brightleaf Boulevard and approximately 500 feet northeast of its intersection with Hospital Road

REQUEST: The applicant is seeking a conditional use permit to conduct temporary sale of agricultural products on property located within a B-3 (Highway Entranceway Business) zoning district.

SITE DATA:

Acreage: 3.62 acres
Present Zoning: B-3 (Highway Entranceway Business)
Proposed Zoning: N/A
Existing Use / Previous: Temporary sale of agricultural products / Vacant

DEVELOPMENT DATA:

Proposed Use: Carroll Cottle Farms will be conducting temporary sales of fresh picked strawberries during the spring harvest season.

ENVIRONMENTAL: The proposed site does not appear to be located within the boundaries of any designated wetlands or flood plains.

ADJACENT ZONING AND LAND USES:

North:	Zoning:	B-3 (Highway Entranceway Business)
	Existing Use:	Commercial Shopping Center
South:	Zoning:	O/I (Office / Institutional)
	Existing Use:	Wooded / Vacant
East:	Zoning:	B-3 (Highway Entranceway Business)
	Existing Use:	Restaurant / Carolina Fish Fry
West:	Zoning:	B-3 (Highway Entranceway Business)
	Existing Use:	Mini-Storage / Excess Mini-Storage

STAFF ANALYSIS AND COMMENTARY:

Article 10, Table of Permitted / Conditional Use Districts, Note 19, Temporary Uses [states that] the Board shall consider the effects of the use on adjacent properties and shall set a time limit on the temporary use...

(E) Sale of Agricultural Products Grown Off-Site. For purpose of this section, agricultural products are defined as products obtained primarily through farming or agricultural activities, including but not limited to: pumpkins; grains and seed crops; fruits of all kinds; vegetables; nursery, floral, ornamental, and greenhouse products; trees and forest products, including Christmas trees, firewood, and pine straw; bees and beekeeping products; seafood; dairy products, any USDA-recognized agricultural product. For purposes of this section, processed or prepared food products of any kind shall not be considered as agricultural products. Additionally:

- (1) As well as locations listed above, the temporary sale of agricultural products may occur from a vacant lot.
- (2) The temporary sale of agricultural products is exempt from the requirement to be similar to the products of the principal use.
- (3) The temporary sale of agricultural products may be accomplished from a vehicle, trailer, or shipping container.
- (4) The temporary sale of agricultural products shall be allowed on an individual parcel or site for no more than 180 total days per calendar year, and no more than three events per calendar year.

o **Consistency with the Strategic Growth Plan**

Temporary sale of agricultural products at this location is inconsistent with the recommendations of the Comprehensive Growth Management Plan which calls for office / institutional and high density residential uses. However, given the commercial nature of the North Brightleaf Boulevard corridor, commercial endeavor such as temporary sale of agricultural products on a vacant lot is a reasonable interim use of this property.

o **Consistency with the Unified Development Code**

The Town of Smithfield Unified Development Ordinance allows for temporary sale of agricultural products with a valid conditional permit in all zoning districts provided that all requirements of Article 10, Note 19 (E) are met.

- **Compatibility with Surrounding Land Uses**

There is an existing temporary sale of agricultural products retailer conducting business on the subject property. The site is large enough to safely accommodate the existing and proposed retailer and adequate on-site parking is available. Safe ingress and egress to the property exists in the form of a loop driveway with two driveway access points to North Brightleaf Boulevard.

- **Signs**

Temporary agricultural sales signs may be up only during the season while agricultural products are actually for sale at the location and shall in no case remain in place for more than 90 days.

OTHER:

FIRE PROTECTION: Town of Smithfield

SCHOOL IMPACTS: NA

PARKS AND RECREATION: NA

ACCESS/STREETS: 300 feet of road frontage with two driveways on North Brightleaf Boulevard.

WATER/SEWER PROVIDER: Town of Smithfield

ELECTRIC PROVIDER: Town of Smithfield

Planning Department Recommendations:

Planning staff recommends approval of the Conditional Use Permit request to allow for temporary sale of agricultural products on property located within a B-3 (Highway Entranceway Business) zoning district in accordance with Article 10. Table of Permitted / Conditional Use Districts, Note 19 (E).

Planning Board Recommendations:

The Planning Board, at its April 7, 2016 meeting, unanimously voted to recommend approval in accordance with the finding of fact for a conditional use permit to allow for the temporary sale of agricultural products on property located within a B-3 (Highway Entranceway Business) zoning district.

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 the temporary sale of agricultural products on property located within a B-3 (Highway Entranceway Business) zoning district.



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: Carroll Goff's Farm (Acreage of Property: 3.62 AC)
 Parcel ID Number: 169416-92-5692 Tax ID: 15006002
 Deed Book: 3258 Deed Page(s): 406
 Address: 124 North Brightleaf Blvd
 Location: Across from Edwards IGA

Existing Use: vacant/Temp Ag sales Proposed Use: Temp Ag Sales
 Existing Zoning District: B-3 (Highway Entrance Business)
 Requested Zoning District: N/A
 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): Entry Corridor

FOR OFFICE USE ONLY

File Number: <u>CUP-16-03</u>	Date Received: <u>3/4/16</u>	Amount Paid: <u>\$300.00</u>
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OWNER INFORMATION:

Name: Mohamed & Sons Inc
Mailing Address: PO Box 1236 Smithfield, NC 27577
Phone Number: 919 601 9993 Fax: _____
Email Address: _____

APPLICANT INFORMATION:

Applicant: Will Carroll Cottle Jr
Mailing Address: 501 S. Harding Dr. Apt 701 Goldsboro NC 27530
Phone Number: 919 738 6633 Fax: _____
Contact Person: Will Carroll Cottle Jr
Email Address: _____

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.

I've been farming for most of my life. I grew up on a farm my father was a farmer. I've been growing strawberries for around twenty years, his self in Raleigh Cary, Greenville, Garner, Jacksonville, Beaverville, Wallace and hopefully Smithfield. I also grow cukes, pickles, savash and pepper. All of these crops go to chain stores (Walmart, Food Lion etc). I grow approximately 200 boxes of produce between spring & fall.

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 use will not endanger the public health, safety or general welfare if located where proposed. It will be used to sell strawberries and produce grown on my own farm.
2. That the use meets all required conditions and specifications;
The use will meet all required conditions, rules and specifications of the town. It will consist of a 12x20 canopy tent with a table to hold strawberries/produce and a 4x4 sign.
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 use will not adversely affect any adjoining or abutting property. It will only be used to sell fresh strawberries and produce grown locally for the public.
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 use of the property will be in harmony with the area and will be solely for the use of selling strawberries and produce.

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.

Will Carroll Cottle Jr
Print Name

Will Carroll Cottle Jr
Signature of Applicant

2-23-16
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

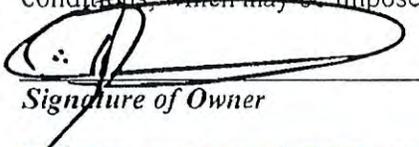
OWNER'S CONSENT FORM

Name of Project: Sell Strawberries Submittal Date: 2-24-16

OWNERS AUTHORIZATION

I hereby give CONSENT to Wael Mohamad (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.



Wael Mohamad
 Print Name

March 3, 2016
 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.

Wael Mohamad
 Signature of Owner/Applicant

Wael Mohamad
 Print Name

2-25-16
 Date

FOR OFFICE USE ONLY

File Number: CUP16-03 Date Received: 3/4/16 Parcel ID Number: 169416-92-5642

Planning Board Report for
CUP-16-03
Carroll Cottle Farms

CUP-16-03 Carroll Cottle Farms: Mr. Foy opened the public hearing.

(Excerpt from draft minutes)

CUP-16-03 Carroll Cottle Farms:

Mr. Helmer stated the applicant is requesting a conditional use permit to conduct temporary outdoor sales of agricultural products on property located within a B-3 (Highway Entrance Business) zoning district. The property considered for approval is located on the south side of North Brightleaf Boulevard and approximately 500 feet northeast of its intersection with Hospital Road. The property is further identified as Johnston County Tax ID# 15006002.

Mr. Helmer stated the applicant will be conducting temporary sales of fresh picked strawberries during the spring harvest season. The proposed site does not appear to be located within the boundaries of any designated wetlands or flood plains.

Article 10, Table of Permitted/Conditional Use Districts, Note 19, Temporary Uses states that the Board shall consider the effects of the use on adjacent properties and shall set a time limit on the temporary use. (E) Sale of Agricultural Products Grown Off-Site. For purpose of this section, agricultural products are defined as products obtained primarily through farming or agricultural activities, including but not limited to: pumpkins; grains and seed crops; fruits of all kinds; vegetables; nursery, floral, ornamental, and greenhouse products; trees and forest products, including Christmas trees, firewood, and pine straw; bees and beekeeping products; seafood; dairy products, any USDA-recognized agricultural product. For purposes of this section, processed or prepared food products of any kind shall not be considered as agricultural products. Additionally:

- (1) As well as locations listed above, the temporary sale of agricultural products may occur from a vacant lot.**
- (2) The temporary sale of agricultural products is exempt from the requirement to be similar to the products of the principal use.**
- (3) The temporary sale of agricultural products may be accomplished from a vehicle, trailer, or shipping container.**
- (4) The temporary sale of agricultural products shall be allowed on an individual parcel or site for no more than 180 total days per calendar year, and no more than three events per calendar year.**

Mr. Helmer stated that temporary sale of agricultural products at this location is inconsistent with the recommendations of the Comprehensive Growth Management Plan which calls for office/institutional and high density residential uses. However, given the commercial nature of the North Brightleaf Boulevard corridor, commercial endeavor such as temporary sale of agricultural products on a vacant lot is a reasonable interim use of the property.

Mr. Helmer stated the Town of Smithfield Unified Development Ordinance (UDO) allows for temporary sale of agricultural products with a valid conditional permit in all zoning districts provided that all requirements of Article 10, Note 19 (E) are met. There is an existing temporary sale of agricultural products retailer conducting business on the subject property. The site is large enough to safely accommodate the existing and proposed retailer and adequate on-site parking is available. Safe ingress and egress to the property exists in the form of a loop driveway with two driveway access points to North Brightleaf Boulevard.

Mr. Helmer stated temporary agricultural sales signs may be up only during the season while agricultural products are actually for sale at the location and shall in no case remain in place for more than 90 days. The Town of Smithfield will provide water/sewer services as well as electric and fire protection.

Planning staff recommends approval of the Conditional Use Permit request to allow for temporary sale of agricultural products on property located within a B-3 (Highway Entranceway Business) zoning district in accordance with Article 10, Table of Permitted/Conditional Use Districts, Note 19 (E).

The Planning Board is requested to review the petition and make a recommendation to Town Council in accordance with the finding of fact for a conditional use permit to allow for the temporary sale of agricultural products located within a B-3 (Highway Entranceway Business) zoning district.

Mr. Foy asked if anyone wanted to speak for or against the proposal.

Teresa Daughtry asked if the proposed CUP was similar to a previous public hearing with a gentleman that wanted to sell corn.

Mr. Helmer stated that was correct.

Daniel Sanders asked where on the property the sale items will be located.

Mr. Helmer stated if you're looking at the property from the road, it will be to the far left.

Daniel Sanders asked if this proposed CUP will affect the entrance.

Mr. Helmer stated it will not. There are horseshoe like entrances for easy ingress and egress.

Being no further questions, Mr. Foy closed the public meeting for CUP-16-01.

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

The 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 reason 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 temporary sale of agricultural products at this location will not materially endanger the public where located because the subject property contains adequate parking and safe access. There is one existing retailer conducting temporary sales of agricultural products on the site and no safety concerns have been noted.

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 application conforms to the standard and practices of sound land use planning due to the fact that it conforms to the Town of Smithfield Unified Development Ordinance. Adaptive reuse of the underperforming properties is desired and encouraged.

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 adjacent properties will not be injured in value because the subject property has provided all necessary improvements to include adequate parking and safe access in accordance with the Town of Smithfield Unified Development Ordinance.

4. *Based on 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.*

An additional vendor of agricultural products at this location will not be in conflict with existing adopted plans and development standards due to the fact that the Town

of Smithfield Unified Development Ordinance allows for temporary sale of agricultural products provided all published standards are met.

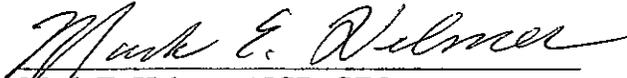
Based upon satisfactory compliance with the above stated four findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative;

Stephen Upton made a motion, seconded by Daniel Sanders to recommended approval of the Conditional Use Permit request to allow for temporary outdoor sales of agricultural products on property located within a B-3 (Highway Entrance Business) zoning district. Unanimous.

Duly adopted this the 7th day of April 2016.


Mr. Eddie Foy, Planning Board Chairman

ATTEST


Mark E. Helmer, AICP, CZO
Senior Planner

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

Application Number: CUP-16-03 **Name:** Carroll Cottle Farms

Request: Applicant seeks a CUP to allow temporary sale of agricultural products on property located within a B-3 (Highway Entranceway Business) zoning district.

The 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 temporary sale of agricultural products at this location will not materially endanger the public were located because the subject property contains adequate parking and safe access. There is one existing retailer conducting temporary sales of agricultural products exists on the site and no safety concerns have been noted.

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

Based on the evidence and testimony presented it is the finding of the **Town Council** 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 temporary sale of agricultural products at this location will endanger the public because the intensity of the use will increase to the point of creating additional traffic and congestion on an already busy corridor.

1. 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 application conforms to the standard and practices of sound land use planning due to the fact that it conforms to the Town of Smithfield Unified Development Ordinance. Adaptive reuse of underperforming properties is desired and encouraged.

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 application fails to conform to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance because it can be argued that temporary land uses requiring no real improvement or investment is undermining permanent businesses that have increased overhead and expenses.

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 adjacent properties will not be injured in value because the subject property has provided all necessary improvements to include adequate parking and safe access in accordance with the Town of Smithfield Unified Development Ordinance.

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.

The adjacent properties will be injured in value because of the type, size and intensity of the proposed use. An additional retailer of temporary sales of agricultural products at this location will create additional noise and traffic congestion on an already busy entrance corridor.

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.

An additional vendor of agricultural products at this location will not be in conflict with existing adopted plans and development standards due to the fact that the Town of Smithfield Unified Development Ordinance allows for temporary sale of agricultural products provided all published standards are met.

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.)

An additional vendor of agricultural products at this location is in conflict with existing adopted plans and development standards due to the fact that the comprehensive land use plan has identified this property as best suited for office / institutional and high density residential uses.

5. 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-16-03*

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-16-03 because:*

1. Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Conditional Use Permit Application Number CUP-16-03 is hereby:

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

_____ recommended for denial for the noted reasons.

Decision made this _____ day of _____, 20____ while in regular session.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk



PLANNING DEPARTMENT
Paul C. Embler, Jr., Director

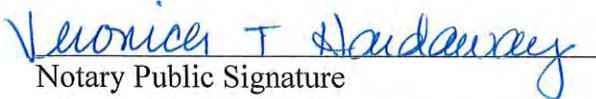
ADJOINING PROPERTY OWNERS CERTIFICATION

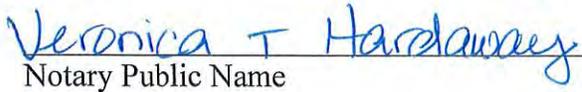
I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, CUP-16-03, were notified by First Class Mail on 4-15-16.


Signature
Johnston County, North Carolina

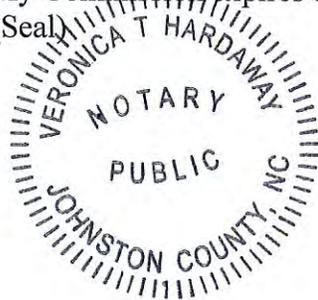
I, Veronica Hardaway, Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

15th day of April, 2016


Notary Public Signature


Notary Public Name

My Commission expires on 1-4-18
(Seal)



Adjacent Property Owners of
CUP-16-03

TAG	PIN	NAME1	ADDRESS1	ADDRESS2	CITY	STATE
15006016	169420-91-9927	TOWN OF SMITHFIELD CEMETARY				
15004024C	169416-93-4124	JOHNSTON PROPERTIES INC		PO DRAWER 9295	GREENSBORO	NC
15006017	169420-91-4970	BROADHURST, JJ HEIRS	119 SW MAYNARD RD STE 205		CARY	NC
		Will Carroll Cottle Jr	501 S Harding Dr.	Apt 701	Goldsboro	NC
15006003	169416-92-7780	BARBEE, JAMES LARRY		P O BOX 526	PINE LEVEL	NC
15006001	169416-92-3527	STANCIL 1995 FAMILY LTD PTNRP		PO BOX 188	SELMA	NC
15006006	169416-92-9618	STANLEY, ROGER E	732 N BRIGHTLEAF BLVD		SMITHFIELD	NC
15006002	169416-92-5692	MOHAMED AND SONS INC		P O BOX 1236	SMITHFIELD	NC
15006004	260413-02-0517	BLACKMON, WILSON EARL		PO DRAWER 2318	SMITHFIELD	NC
15006015	260417-02-2237	NEW VISION PARTNERS LLC	1205 KINSDALE DR		RALEIGH	NC



PLANNING DEPARTMENT

Paul C. Embler, Jr., Director

Notice Of Public Hearing

Notice is hereby given that a public hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, May 3, 2016 at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following request:

CUP-16-03 Carroll Cottle Farms: The applicant is requesting a conditional use permit to conduct temporary outdoor sales of agricultural products on property located within a B-3 (Highway Entrance Business) zoning district. The property considered for approval is located on the south side of North Brightleaf Boulevard and approximately 500 feet northeast of its intersection with Hospital Road. The property is further identified as Johnston County Tax ID# 15006002.

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.

Run "Legal Ad" in the Smithfield Herald on 4/20/16 and 4/27/16



PLANNING DEPARTMENT

Paul C. Embler, Jr., Director

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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, April 5, 2016 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
Marlon Lee, District 1
J. Perry Harris, District 2
Travis Scott, District 3
John A. Dunn, At-Large
Roger A. Wood, District 4
Stephen Rabil, At-Large

Councilmen Absent

Administrative Staff Present

Jim Freeman, Interim Town Manager
John Blanton, Fire Chief
Lenny Branch, Public Works Director
Ted Credle, 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

Present:

Bob Spence, Town Attorney

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

APPROVAL OF AGENDA:

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

Add to Business Items: Consideration and Approval of Resolution # 585 – Support for the Intermodal Terminal in Johnston County.

Unanimously approved.

PRESENTATIONS:

1. Proclamation – Week of the Young Child April 9th – 16th

Mayor Moore presented the Proclamation to Dwight Morris Executive Director of Partnership for Children.

**Proclamation
The Week of the Young Child
April 9 – 16, 2016**

WHEREAS, the Partnership for Children of Johnston County and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 9 through April 16, 2016; and

WHEREAS, these organizations are working to promote and inspire high quality early childhood experiences for our state's youngest citizens, that can provide a foundation of learning and success for children throughout Smithfield, North Carolina; and

WHEREAS, teachers and others who work with or on behalf of young children birth through age eight, who make a difference in the lives of young children in the Town of Smithfield deserve thanks and recognition; and

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures and to the prosperity of our society.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council hereby proclaims April 9 – 16, 2016 as The Week of the Young Child in the Town of Smithfield and encourages all citizens to work to support and invest in early childhood in Smithfield.

2. Proclamation – Electrical Linemen Appreciation Day: April 18, 2016

Mayor Moore presented the Proclamation to Electric Lineman Glenn Sheets and Public Utilities Director Ted Credle.

PROCLAMATION ELECTRICAL LINEMEN APPRECIATION DAY APRIL 18, 2016

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

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

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

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

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

Now, Therefore, I, M. Andy Moore Mayor of the Town of Smithfield along with the members of the Town Council, do hereby proclaim April 18, 2016 as “Electrical Linemen Appreciation Day”; and we call upon the citizens of the Town of Smithfield to recognize and appreciate the hard work, innovation and dedication that these public servants make every day to our health, safety, comfort, and quality of life.

3. Administering Oath of Office to new Police Officer – Virginia Harter

Mayor Andy Moore administered the Oath of Office to new Police Officer Virginia Harter and welcomed her to the Town of Smithfield.

PUBLIC HEARINGS:

1. Conditional Use Permit Request by Extra Mile Motors (CUP-16-01)

Town Clerk Shannan Williams affirmed those that wished to offer testimony during the Public Hearing.

Councilman Wood made a motion, seconded by Councilman Harris, to open the Public Hearing. Unanimously approved.

Planning Director Paul Embler addressed the Council on a request by Extra Mile Motors. Mr. Embler stated that the applicant was requesting a conditional use permit to operate an automotive sales lot designed to accommodate 10 vehicles and located within a B-3 (Highway Entrance Business) zoning district. The property considered for approval is located on the north side of West Market Street approximately 500 feet east of its intersection with NC Hwy 210. The property is further identified as Johnston County Tax ID# 15080019.

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the April 5, 2016 agenda packet.

The Planning Board, at its February 4, 2016 meeting, unanimously voted to continue the hearing until their March 3, 2016 meeting in order to give the applicant time to submit a revised plan showing the screening of the proposed storage yard and a further refined parking lot layout plan.

The Planning Board, at its March 3, 2016 meeting, voted to recommend approval of the request to construct and operate an automobile sales lot on property located within the B-3 (Highway Entrance Business) corridor in accordance with the finding of fact for a conditional use permit.

The Planning Department recommends approval of the proposed automobile sales lot based on the site plan dated received on February 19, 2016 that shows paved parking for the automobile sales lot, screening of the non-automotive related storage area, and safe separation between tractor trailer trucks and automobiles.

Mayor Moore asked if there were any comments/questions from those that had been duly affirmed to offer testimony.

The applicant, Seamus Costello, stated that he was in agreement with the testimony offered by Mr. Embler.

Mayor Moore asked if there were any questions from Council.

Councilman Wood questioned if there would be any more than 10 cars on the lot. Mr. Costello responded that due to the high turnover rate of the business, there would never be more than 10 cars on the lot.

Councilman Harris made a motion, seconded Councilman Wood, to close the Public Hearing. Unanimously approved.

The Written Finding of Facts

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.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Scott, to vote in the affirmative to the below Finding of Facts. Unanimously approved

Finding One of Four: Approved

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

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

Finding Two of Four: Approved

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

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

Finding Three of Four: Approved

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

The proposed automobile sales lot at this location will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses providing required landscape buffers and street yards are installed and maintained in accordance with minimum development standards and that no more than 10 automobile sales for sale are on the lot at any given time.

Finding Four of Four: Approved

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

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

Record of Decision: Approval of Conditional Use Permit Application # CUP-16-01

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Harris, 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 approve Conditional Use Permit Application # CUP-16-01. Unanimously approved.

CITIZENS' COMMENTS:

- Lucy Washington of 406 Birch Street submitted to the Council a written a petition from the homeowners of Birch Street concerning the water drainage issues in their neighborhood. Ms. Washington appealed to the Council to take action on the water issue. She also requested that funds in the budget to resolve the water drainage issue on Birch Street.

Mayor Moore responded that Mr. Branch has investigated the issues and the Mayor has personally taken pictures of the area after a storm event. Mayor Moore instructed Interim Town Manager Jim Freeman to work with the Town's Engineer, Bill Dreitzler, and Public Works Director Lenny Branch to look at the drainage issues and follow-up with Ms. Washington and the Council.

- Tony Nixon of 8 Cedar Drive requested that the Council consider allowing the East Smithfield Improvement Organization (ESIO) to operate the Concession stand at Smith Collins Park. Mr. Nixon explained that the ESIO sponsors a Fun in the Park Community event for the Town of Smithfield every year. In order to offset some of the costs of the Fun in the Park Community event, the ESIO would like to utilize the concession stand during the spring and summer season and during events. The ESIO would be responsible for stocking and manning the concession stand.

Mayor Moore responded that the Interim Town Manager Jim Freeman would meet with him regarding the details of his proposal.

Mr. Freeman responded that he would contact Mr. Nixon to discuss this by Thursday, April 14th and schedule this request for a May Council meeting consideration.

Councilman Scott stated that this building was currently vacant and should be used. If possible, the staff should find this request favorable and try to assist the East Smithfield Improvement Organization with this request.

- Darrienne Howard of 430 East Rose Street expressed his concerns to the Council about the Smithfield Selma Sports Academy. Mr. Howard explained that parents and students are concerned that the program is going to be cancelled and the children will not have a program to participate in. Mr. Howard questioned what was going to happen to the kids that currently participated in the program.

Mayor Moore responded that the Council had limited knowledge of the program and does not have any authority to discontinue the program as it is not a Town program. He further stated that it was only wise for the Council to obtain all the facts about the program.

Mr. Freeman explained that Councilman Lee recently discussed this issue with him. At this time, the Council has no control of this program, but since the Town's facilities are being utilized the Council may need to look into this academy matter. Mr. Freeman further stated that based on his knowledge, it is a good and needed program, but the full Council needs further background information before considering any action.

Mayor Pro-Tem Ashley stated that there is nothing before this council to address the concerns of parents regarding the Smithfield Selma Sports Academy.

Councilman Dunn asked Mr. Howard to explain his knowledge of the program. Mr. Howard responded that it is a program that helps get kids off the street so they can play basketball. He explained that the kids learn how to play the game and structure of the game. His son has improved in this program and he wants to stay in the program.

Councilman Wood stated that he believes in the academy and would like to develop more programs for the youth of Smithfield.

- Dale Ham of 33 Bradford, who is also the Director of the Smithfield Recreation and Aquatics Center stated that there are a lot of misconceptions about the academy. He explained that from the beginning the program was not about basketball. There was a soccer team, a basketball and a baseball team. He further explained that Town facilities that are being utilized without financing. If there is financing no one is willing to show those records. He requested that the Council look at policies and if they are being followed based on the mission of the academy. To also look at oversight of the programs being offered and the financials of the academy. Mr. Hamm stated that the mission of the Smithfield Selma Sports Academy was to serve the kids that would be attending Smithfield Selma High School. This academy was meant to enhance those kids beyond a recreation league and help those kids to be able to gain more exposure. The purposed was to try to get pride back in Smithfield Selma High School
- Patrick Cane of 901 North Avenue expressed concerns about the Eva Ennis Pool in the East Smithfield community. He asked if the Town had any plans to reopen the pool. Mayor Moore responded that this would be discussed during the budget session. Many have expressed thoughts on what to do with the pool and it was time to make a decision.

CONSENT AGENDA:

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

1. Approved the following Minutes:

- March 1, 2016 – Regular Meeting
- March 1, 2016 – Closed Session
- March 7, 2016 – Closed Session
- March 8, 2016 – Closed Session
- March 21, 2016 – Closed Session

2. Special Event – Ham & Yam Festival: Approval for street closings May 6th and 7th for the festival.
3. Special Event – Ham and Yam Festival: Approval to allow wineries to participate as vendors during the festival.
4. Special Events – Third on Third Summer Concert Series: Street Closing (Johnston Street from Third Street to Second Street) May 20th, June 17th and September 16th from 5:00 pm until 11:00 pm.
5. Special Event – Independence Celebration: Street Closings (Third Street from Market to Johnston Street starting at 12:00 pm and (Johnston Street from Second to Fourth Street and Third Street from Johnston to Church starting at 5:00 pm Sunday, July 3rd until 11:00
6. DSDC Board Appointment – Approved the appointment of Ross Lampe to serve on the DSDC Board of Directors.
7. Approval of Resolution # 581 (08-2016) requesting the NCDOT to Fund and Construct School Access Improvements at Smithfield Selma High School and Neuse Charter School.

RESOLUTION # 581 (08-2016)
Requesting the North Carolina Department of Transportation to
Fund and Construct School Access Improvements at Smithfield Selma High School and
Neuse Charter School

WHEREAS, the North Carolina Department of Transportation promotes the wellbeing and safe public travel for communities across the State by providing new roadways, improvements to existing roadways, roadway maintenance, and public transportation; and

WHEREAS, the Town of Smithfield Town Council considers the general safety of the motoring public as well as the safe and efficient ingress and egress access at all school facilities in the Town of Smithfield is the utmost of importance; and

WHEREAS, certain conditions now exist along Booker Dairy Road in the vicinity of the Smithfield Selma High School and the Neuse Charter School that creates unsafe conditions for students, parents, pedestrians, school staff, and the traveling public during school hours; and

WHEREAS, the Department of Transportation has requested the Smithfield Town Council endorse their efforts to fund and construct needed improvements at Smithfield Selma High School and the Neuse Charter School to mitigate the current unsafe conditions.

NOW, THEREFORE, BE IT RESOLVED that the Smithfield Town Council does hereby support and endorse the North Carolina Department of Transportation's efforts to fund and construct the necessary transportation improvements at Smithfield Selma High School and the Neuse Charter School in support of assuring safe roadway conditions.

8. Approval of Resolution # 582 (09-2016) to adopt the Cape Fear Regional Hazardous Mitigation Plan.

**RESOLUTION # 582 (09-2016) TO ADOPT THE
CAPE FEAR REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, the Town of Smithfield is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the Town of Smithfield desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Smithfield Town Council to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Smithfield Town Council to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the Town of Smithfield; and

WHEREAS, the Town of Smithfield, in coordination with Johnston County, Chatham County, Harnett County, Lee County, Moore County and the participating municipalities within those counties, has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Cape Fear Regional Hazard Mitigation Plan for legislative compliance and has approved the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the Smithfield Town Council hereby:

1. Adopts the Cape Fear Regional Hazard Mitigation Plan; and
 2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.
9. Approval of Municipal Ordinance #485 enacting and repealing the 45mph speed limit on SR 1923 (M. Durwood Stephenson Highway/ Booker Dairy Road).

**ORDINANCE # 485
TO ENACT AND REPEAL MUNICIPAL SPEED LIMIT
ORDINANCE AS REQUESTED
BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

WHEREAS, THE North Carolina Department of Transportation is cleaning up their ordinance system to reflect the current posted speed limit in the field for SR 1923 (M. Durwood Stephenson Hwy/Booker Dairy Road), and

WHEREAS, the North Carolina Department of Transportation has requested the Town of Smithfield to repeal and enact the following Municipal Speed Limit Ordinances on SR 1923 (M. Durwood Stephenson Hwy/Booker Dairy Road), and

Repeal:

State Ordinance Number	Car	Truck	Descriptions
1052474	45 mph	45 mph	SR 1923 (Booker Dairy Road) from 301-NC 96 Northward to SR 1003

Enact:

State Ordinance Number	Car	Truck	Descriptions
1070353	45 mph	45 mph	Between Us 70 Business (Market Street and 0.44 mile west of SR 1003 (Buffalo Road)
1070354	45 mph	45 mph	Between US 301 (Brightleaf Boulevard) and 0.013 mile east of SR 1003 (Buffalo Road)

WHEREAS, the current speed limits have not been altered and the descriptions reflect the current posted speed limits in the field for SR 1923 (M. Durwood Stephenson Hwy/Booker Dairy Road).

NOW THEREFORE BE IT ORDAINED that the Town Council of the Town of Smithfield repeals State Ordinance Number 1052474 and enacts States Ordinance Numbers 1070353 and 1070354 to reflect the current posted speed limit signs for SR 1923 (M. Durwood Stephenson Hwy/Booker Dairy Road)

10. Bid Award and contract approval to Lee Heating and Air Conditioning, Inc. in the amount of \$9,800.00 for replacement of the HVAC units at the Hasting House. This was approved in the FY 2015-2016 budget. Bid were received from the following vendors:

- Lee Heating and Air Conditioning, Inc. \$9,800.00
- Hines Heating and Air \$10,350.00
- Pernell Heating and Air \$11,889.00
- Carolina Comfort Air, Inc. \$12,773.47
- HTS/ Heating Transfer Solutions \$15,800.00
- SPC Mechanical Corp. \$16,923.00

11. Approved of various FY 2015-2016 Budget Amendments

**BUDGET
AMENDMENTS
April, 2016**

**WATER
FUND**

1.

Expenditures

30-7200-9101 Water Plant - Transfer to W/S Capital Project Fund	\$ -	\$ 279,700	\$ 279,700
30-7200-3300 Water Plant - Supplies/Operations	\$ 469,000	\$ (45,000)	424,000
30-7200-3500 Water Plant - C.S./J.C. Water Purchase	137,000	(30,000)	107,000

30-7200-3501 Water Plant - Service Contracts	543,400	(180,000)	363,400
30-7200-0400 Water Plant - Professional Services	<u>92,500</u>	<u>(24,700)</u>	<u>67,800</u>
	<u>\$1,241,900</u>	<u>\$ -</u>	<u>\$1,241,900</u>

To fund and move the Sludge Dewatering Project to Fund 45 (Water/Sewer Capital Project Fund) as approved at the March 1, 2016 Council Meeting

ELECTRIC FUND

2.

Expenditures

31-7230-9102 Transfer to the Electric Capital Project Fund (47)	<u>\$1,200,000</u>	<u>\$ 31,515</u>	<u>\$1,231,515</u>
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Revenue

31-3970-0000 Electric Fund - Fund Balance	<u>\$1,567,152</u>	<u>\$ 31,515</u>	<u>\$1,598,667</u>
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Revised Cost Figures: To fund second transformer at substation (purchase and installation) as approved at the February 2, 2016 Council meeting.

WATER CAPITAL PROJECT FUND

3. Revenue

45-3980-1401 Transfer From Water/Sewer Fund (Fund 30)	<u>\$ -</u>	<u>\$ 279,700</u>	<u>\$ 279,700</u>
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Expenditures

45-7200-7406 Sludge Dewatering	<u>\$ -</u>	<u>\$ 279,700</u>	<u>\$ 279,700</u>
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To fund and move the Sludge Dewatering Project to Fund 45 (Water/Sewer Capital Project Fund) as approved at the March 1, 2016 Council Meeting

ELECTRIC CAPITAL PROJECT FUND

4. Revenue

47-3980-1400 Transfer From Electric Fund	<u>\$1,200,000</u>	<u>\$ 31,515</u>	<u>\$1,231,515</u>
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Expenditures

47-7230-7406 Substation - 2nd Transformer	<u>\$1,200,000</u>	<u>\$ 31,515</u>	<u>\$1,231,515</u>
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Revised Cost Figures: To fund second transformer at substation (purchase and installation) as approved at the February 2, 2016 Council meeting.

12. Approved the 2016 – 2017 Workers Compensation renewal in the amount of \$186,758.20 with the North Carolina Interlocal Risk Management Agency (NCIRMA). The Workers Compensation Insurance Trust is administered by the North Carolina League of Municipalities (NCLM).

13. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Police Officer I	Police	10-5100-0200	\$15.27/hr (\$34143.72/yr)
Records Clerk	Police	10-5100-0200	\$15.00/hr (\$31,200.00/yr)
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T SRAC Staff	P&R – Aquatics	10-6220-0210	\$7.25/hr
P/T Instructor	P&R – Aquatics	10-6220-0230	\$15.00/hr
Utility Line Mechanic	PU – Water/Sewer	30-7220-0200	\$12.643/hr (\$26,297.44/yr)

Unanimously approved.

BUSINESS ITEMS:

1. Approval of lowest bid to First Citizens Bank on Rolling Stock Financing. Adoption of Resolution # 583 (10-2016) Approving Financing Terms with First Citizens Bank and Resolution # 584 (11-2016) Declaration of Intent to Reimburse.

Finance Director Greg Siler addressed the Council on a request to proceed with the financing of rolling stock in the General Fund. Mr. Siler explained that the Town of Smithfield wishes to enter into an installment purchase contract (G.S. 160A-20) to finance the purchase of multiple pieces of rolling stock totaling \$376,928. Purchases include: five police vehicles (\$154,300), one flat bed dump truck (\$65,500), one knuckle boom truck (\$128,628) and a ¾ ton pickup truck (\$28,500). Loan quotes were received from 6 lenders. First Citizens Bank offered the lowest interest rate at 1.42 percent for 54 months (A list of all proposals is attached). Mr. Siler explained that the total loan amount would be \$376,928 with a total of \$13,418 in interest over 54 months and the first annual payment of \$78,069 would be payable in October, 2016

Councilman Harris made a motion, seconded by Councilman Wood to approve the request and the approve Resolution #583 (10-2016) and Resolution # 584 (11-2016). Unanimously approved.

Resolution # 583 (10-2016) Approving Financing Terms with First Citizens Bank

WHEREAS: The Town of Smithfield (“Town”) has previously determined to undertake a project for the financing of General Fund rolling stock, (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Town hereby determines to finance the Project through First Citizens Bank (“FCB”), in accordance with the proposal dated March 15, 2016. The amount financed shall not exceed \$376,928.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.42%, and the financing term shall not exceed 5 years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. The Town Manager, Interim Town Manager, and/or Mayor 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 Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by 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 Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Town shall not take or omit to take any action the Town of Smithfield 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 project that is to be financed from the proceeds of the FCB financing described above. The Town intends that funds that have been advanced, or that may be advanced, from the Town's general 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.

Resolution # 584 (11-2016)
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 rolling stock totaling \$376,928; five police vehicles (\$154,300), one flat bed dump truck (\$65,500), one knuckle boom truck (\$128,628), and one ¾ ton truck (\$28,500); (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 \$376,928
 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. Approval of the bid award to Mizelle Construction Services, Inc. for the construction and improvements at pump station #3 and the force main extension in NC Highway 210 in the amount of \$350,000 and approval of the cost estimate from Duke Energy for \$61,677.11. This was approved in the FY 2015-2016 budget.**

Public Utilities Director Ted Credle stated that plans and specifications were developed by the Wooten Company and Town Staff for the renovation to pump station #3 and the extension of the force main in NC Highway 210. These plans were dated January 14, 2016. Bid advertisements were then issued in

early February 2016 for a bid opening on March 1, 2016, for this project. The low bid of \$350,000.00 was received from Mizelle Construction Services, Inc.. This project will make much needed repairs and upgrades to pump station #3, which serves the Rose Manor area in West Smithfield. Additionally, the force main extension will tie directly into the County force main, and reduce some of the burden on pump station #1; which has caused maintenance issues and excessive pump run times, in the past at pump station #1. This bid is one of two bids that pertain to this project. The second bid is a bid submitted by Duke Energy and is for \$61,677.11; to provide required electrical services for this project. The total cumulative cost of both bids totals 411,677.11; which is under the project budget, previously approved by Council, which is \$414,000.00.

Mr. Credle was asked if he was in agreement with this project. He responded that he was in agreement with the project.

Councilman Harris made a motion, seconded by Mayor Pro-Tem Ashley to award the low bid to Mizelle Construction Services, Inc. for the construction and improvements at pump station #3 and the force main extension in NC Highway 210, in the amount of \$350,000.00; and approve the Cost Estimate from Duke Energy for \$61,677.11. Unanimously approved.

3. Approval of an Employee Wellness Program

Human Resources Director Tim Kerigan and Smithfield Recreation and Aquatics Center Director Dale Ham addressed the Council on implementation of an employee wellness program. Mr. Ham explained that the wellness program was expected to encourage healthier and happier employees by decreasing absenteeism, reducing medical costs, increasing productivity, increasing employee retention and decreasing workers' compensation and disability claims for the employees of the Town of Smithfield. By participating in Biometric Readings and Health Risk Appraisals, the Town we will be able to provide education to our employees so that they may be able to make better personal health decisions for themselves. Mr. Ham further explained that incentivizing employees to participate in biometrics and participating in the wellness program, we anticipate a 90% participation rate. If a Town employee was to participate in Biometrics Readings, they would receive 100% payment of personal health insurance premiums (as they currently do) in the coming year.

If they chose not to participate, they would simply be required to pay \$50/month towards their premium. This will allow the Town to provide better premiums and better health for our employees, both now and in the future.

After general discussion, it was the consensus of the Council to table a decision until the budget session. Staff was instructed to discuss this with the Town Attorney.

4. Downtown Revitalization Grant Projects

Interim Manager Jim Freeman stated that at the March 1, 2016 meeting, Council was presented with suggested downtown projects from the Appearance Commission and the Downtown Smithfield Development Corporation. The Council approved moving forward with the Market Streetscape Lighting pending a final cost estimate. Public Utilities Director Ted Credle presented those findings to the Council. Mr. Credle explained that if the entire project from Front Street to Brightleaf Blvd. was completed by a contractor it was estimated to cost \$210, 235. Since the grant funding is \$96,107, Mr. Credle presented the Council with the following options to complete the downtown lighting project:

- If a contractor completed the project from 3rd Street to Brightleaf Blvd. (includes 22 of the total 38 trees) it was estimated to cost \$88,834 (plus fixtures), but there would be no conduit west of 3rd street.
- If a contractor performed all of the bores and completed from 4th Street to Brightleaf Blvd (includes 15 of the 38 trees) it was estimated to cost \$65,063 (plus fixtures).
- If a contractor performs all of the bores and conduit is laid from 2nd to Brightleaf Blvd. that is estimated to cost \$57,350. If Town Utility Department constructs the improvement that is an estimated to cost \$42,295 bring the total project cost to an estimated \$99,645 (plus fixtures).

Councilman Rabil questioned the cost of the fixtures. Mr. Credle responded that \$600 per light was estimated.

Mayor Pro-Tem questioned the cost of \$56,000 that was proposed to the Council at the March meeting. Mr. Credle responded that estimate was obtained in 2014 and only included the trees from 5th Street to Mucho Mexico.

Councilman Scott questioned if it was possible to run the lines in existing conduit. Mr. Credle responded that due to liability and maintenance issues, it was not possible to utilize existing conduit.

Mayor Pro-Tem Ashley suggested that the Council consider other projects as the lighting project appeared to be too costly.

Councilman Harris suggested that other projects included: parking lot improvements on market street improvements on the greenway, sidewalk improvements on 3rd street, and the clock downtown.

Mayor Moore inquired if Councilman Harris would be willing to meet with Sarah Edwards Executive Director of the DSDC, a member of the Appearance Commission and staff to devise a plan on how to utilize the grant funding. Councilman Scott volunteered to be a part of these discussions. The committee would then report back to the Council concerning proposed projects.

No action taken.

5. Discussion on composition of the Ad hoc Committee reviewing the Unified Development Ordinance (UDO)

Interim Town Manager Jim Freeman addressed the Council on the composition of the UDO Ad hoc committee.

Councilman Harris made a motion, seconded by Councilman Wood, that the Ad hoc committee would be comprised of the following: Mayor Pro-Tem Ashley, Councilman Dunn, Planning Board members Steve Upton, Teresa Daughtry and Mark Lane and Appearance Commission member Robert Worsham. The committee would have the authority to add the 7th member. Unanimously approved.

Mayor Moore stated that he would like to receive frequent updates on the progress of this project and expressed his appreciation to Mayor Pro-Tem Ashley for serving as the Chairman of the committee

6. Approved Resolution # 585 – Support for the Intermodal Terminal in Johnston County.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Wood, to approved Resolution # 585 (12-2016). Unanimously approved.

Resolution# 585 (12-2016) Support for an Intermodal Terminal In Johnston County

WHEREAS, CSX has planned to develop a new intermodal rail terminal in eastern Johnston County otherwise known as the Carolina Connector; and

WHEREAS, the economic impacts of a major infrastructure project like an intermodal terminal represents a substantial opportunity for the long-term growth of Johnston County's economy which is a benefit for the Town of Smithfield; and

WHEREAS, the Town of Smithfield and its businesses will benefit from the project in reduced shipping costs and access to national and global markets; and

WHEREAS, the citizens of the Town of Smithfield will benefit from this project with new well-paying jobs and the possibility of secondary industries locating to the surrounding area creating the potential for more jobs; and

WHEREAS, an intermodal terminal has the potential to position Johnston County and North Carolina as a regional hub for logistics and industrial centers, representing a major economic catalyst for the state; and

WHEREAS, the Smithfield Town Council supports the intermodal rail terminal project in Johnston County and welcomes into the Town of Smithfield and offers assistance to any business or resident that may be affected by this project; and

WHEREAS, the Smithfield Town Council will support and offer assistance to the Johnston County Board of Commissioners and all stakeholders throughout the development process in order to bring an intermodal terminal to Johnston County.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN OF SMITHFIELD TOWN COUNCIL COMMITS ITS SUPPORT FOR AN INTERMODAL TERMINAL IN JOHNSTON COUNTY.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE TRANSMITTED TO THE DELEGATION OF GENERAL ASSEMBLY MEMBERS REPRESENTING THE CITIZENS OF SMITHFIELD, TO THE JOHNSTON COUNTY BOARD OF COMMISSIONERS AND TO THE REPRESENTATIVES of CSX RAILROAD.

Councilmembers Comments:

- Mayor Pro-Tem Ashley provided an update on the Pine Acres buffer.
- Councilman Scott informed the Council that the Library has a new resource center.
- Councilman Lee provided the Council a brief history of the Smithfield Selma Sports Academy. Mr. Lee stated that parents are concerned about where their money is going. He stated that the academy is not being charged for tournaments. Mr. Lee questioned why children outside of Smithfield and Selma were being admitted into the program when clearly this was meant to enhance the Smithfield Selma High School.
- Mayor Moore informed the Council that a meeting would be held concerning the conditions of the Field House at SSS High School. He encouraged all to attend.

Town Manager's Report:

Mr. Freeman submitted a written report to the Council and offered a brief update on the following topics:

- Unified Development Ordinance – Landscape Comparison Requirements
 - Employee Handbook and Travel Policy revisions
 - Police Substation Project at 918 Blount Street
 - The FY 2016-2017 Budget process.
- **Department Reports**
 - A highlight of each department's monthly activities was given to the Council.

Closed Session: Pursuant to NCGS 143-318.11 (a) (6)

Council Harris made a motion, seconded by Councilman Wood, to go into closed session pursuant to NCGS 143-318.11 (a) (6) to discuss Town Manager applications. Unanimously approved at 9:29 pm.

Reconvene in Open Session:

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Dunn to reconvene in open session. Unanimously approved.

Adjourn

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

ATTEST:

M. Andy Moore, Mayor

Shannan L. Williams, Town Clerk

Town of Smithfield Town Council Action Form

Item: Community Event

Date of Meeting: May 03, 2016

Date Prepared: April 25, 2016

Staff Work By: Chief Michael L. Scott

Presentation: Consent Agenda

Presentation:

South Smithfield Elementary School will be hosting a "Walk to School Day" event on Tuesday, May 10, 2016 beginning at 7:40 am and completing at 8:40 am. The event is to encourage and promote the benefits of walking. A map is enclosed that explains the route the walkers will take from East Hood and South 2nd Street to Crescent Drive to Sanders Street and then to South Smithfield Elementary, where the event will end. Street closures will not be necessary for this event but the Smithfield Police Department will assist the event with patrols both in front and following the walkers. The SSS Marching Band may be assisting with this event, so it is likely there will be music being played during the walk. Traffic in this area is generally light this time of the morning so it is unlikely the event will cause any disruption.

Action Requested:

It is requested the Town Council approve the Walk to School Day for South Smithfield Elementary on May 10, 2016 with the understanding the SSS Band may also be playing during the event.

SSE

South Smithfield Elementary
201 West Sanders Street
Smithfield, NC 27577

Phone: 919-934-8979
Fax: 919-934-1739
Carla Withrow, Principal
Laura Makey, Asst Prin

April 18, 2016

We are thrilled to announce that South Smithfield Elementary School will be participating in it's first ever "Walk to School Day" on Tuesday, May 10th. The purpose of this day is to promote pedestrian safety and healthy living. In conjunction with *Safe Routes to Schools* of North Carolina, we have organized an exciting morning. Parents will be dropping students off at Wellons Park on the corner of 2nd and Hood Street. Students will then be part of a supervised walk down Hood Street to the back of our elementary school. Buses will be dropping students off at the back of our school and we will continue to walk down Crescent Street, around the block until we reach the front of our school on Sanders Street. We have diligently made plans to ensure that this is a safe event for our students and are working with the Town of Smithfield Police Department to establish procedures and processes.

We have invited District and Town leaders as well as businesses and other communnity members to join us as we "Walk to School". I would like to personally extend an invitation to you as your prescence would make this day even EXTRA special.

Please see the attached schedule and map for further information describing this event.

Please RSVP at lauramakey@johnston.k12.nc.us or calling at 919-934-8979 ext. 5705.

If you have any questions or concerns, please do not heistate to contact me.

Thanks for ALL you do and we look forward to seeing you on May 10th!

Respectfully,

Laura Makey

"Empowering All Students to Become Successful in a Global Society"

**TOWN OF SMITHFIELD
Town Council
Action Form**

Applicant: Millard Stallings is petitioning the Town for the “Alive after Five” event to occur once in the Spring (May) of the year and once in the Fall (October).

Date of Meeting: May 4, 2016

Date Prepared: April 26, 2016

Staff Work By: Paul Embler

Presentation By: Paul Embler

Presentation Description:

The petitioner is requesting approval of a special event to be held twice a year (spring and fall) that includes a band (amplified sound). The event will have more than 100 people in attendance and will be sponsored by Millard Stallings.

The spring event for 2016 will be held on May 11, 2016 from 5:30 pm to 9:30 pm. The location of the event will be the parking lot of Mutual Builders located at 121 North Fourth Street. Food and drink will be provided at no charge to invitees. Set-up for the event will start at 1:00 pm and clean-up will be completed by midnight. No street closing for the event will be required. Future events will be scheduled and co-ordinated with the Town’s planning staff.

Action Requested:

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



Temporary Use Permit Application

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

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

TYPE OF EVENT

PERMIT FEE \$50.

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

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

Alive at Five Name of Event 121 North Fourth Street Location of Event (exact street address)

Applicant name Millard Stallings E-mail address _____

Address 121 N. Fourth Street Zip 27577

Day phone 919-934-0744 Mobile phone _____

Event set-up/start time/date 1:00pm 5/11/16 Event clean-up/end date/time midnight 5/11/16

Sound amplification hours 5:30pm-9:30pm Will food or goods be sold? no

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

Private agency name & phone, if applicable: NA

Will any Town property be used (i.e., streets, parks, greenways)? No - in private parking lot

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

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

Millard Stallings Applicant's name (print) [Signature] Signature 4/26/2016 Date

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

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

Reviewing Planner: [Signature] Date: 4/26/2016
(Note: See attached letter)

**TOWN OF SMITHFIELD
Town Council
Action Form**

Applicant: Gaylean P. Sanders- Promotional Style by G/P.S.B.G. is petitioning the Town to conduct an outdoor for-profit event (community for awareness) at Smith-Collins Park.

Date of Meeting: May 4, 2016

Date Prepared: April 26, 2016

Staff Work By: Paul Embler

Presentation By: Paul Embler

Presentation Description:

The petitioner is requesting approval for an outdoor for-profit community awareness event (including a talent show, modeling, music, speakers and vendors) to be held at Smith-Collins Park. The event will be held on July 3, 2016 between the hours of 3:00 pm and 8:00 pm. Set-up for the event will begin at 7:00 am and clean-up will occur immediately following the event and be completed by 10 pm. Food and drinks will be sold. There will be a PA system in use between 3pm and 8 pm. The applicant is requesting that Smithfield PD provide security. The applicant will be financially responsible for security.

Planning staff has verified that the applicant has reserved Smith-Collins Park for July 3rd with the Parks and Recreation Department..

Action Requested:

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



Temporary Use Permit Application

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

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

TYPE OF EVENT

PERMIT FEE \$50.

- Expansion or replacement of existing facilities
Sale of agricultural products grown off-site
Sale of fireworks
Special event, over 100 people in attendance
Athletic event on streets, greenways
Other (please describe)
Construction Trailer
Real estate sales office or model home
Sale of non-agricultural products, except fireworks
Not-for-profit event, over 100 people in attendance
Town recognized event
Live Band / Concert

DJ Revisions / fighting against Smith Colliens Park
Name of Event Insecurity & low-steedem Location of Event (exact street address)

Applicant name Gaylean P. Sanders E-mail address pro-style-by-gp@gmail.com

Address 8th 5000sk Dr. Selma NC Zip 27576

Day phone Mobile phone 919-333-0653

Event set-up/start time/date 11:00am 7/3/24 Event clean-up/end date/time 10:00pm 7/3/24

Sound amplification hours 3:00pm-8:00pm Will food or goods be sold? Yes

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

Private agency name & phone, if applicable:

Will any Town property be used (i.e., streets, parks, greenways)? The Parks men & women restro

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

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

Gaylean P. Sanders Applicant's name (print) Signature Date 4/13/16

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

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

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

Promotional Style By G/P.S.B.G.

"Be Happy In The Skin That You're In"

Gaylean P. Sanders

Promoter

Twitter: Gaylean P. Sanders@PSBG777

Instagram: Gaylean Sanders

www.facebook.com/gaylean.p.sanders

pro.stye.by.g@gmail.com

919-333-0653

**TOWN OF SMITHFIELD
Town Council
Action Form**

Applicant: Jackie R. Bryant – Woodall Heights Reunion is petitioning the Town to conduct an outdoor non-profit event (a reunion) at the Woodall Heights Public Housing adjacent to Martin Luther King Boulevard.

Date of Meeting: May 4, 2016

Date Prepared: April 26, 2016

Staff Work By: Paul Emblar

Presentation By: Paul Emblar

Presentation Description:

The petitioner is requesting approval for an outdoor non-profit event, (a neighborhood reunion) to be held every other year. This year the event will be held on May 28, 2016 between the hours of 1:00 pm and 6:00 pm. Set-up for the event will begin at 11:00 am and clean-up will occur immediately following the event. No food will be sold. There will be a PA system in use between 1pm and 6 pm. There is no anticipated need for security or traffic control by the Police Department.

Staff recommends that, in the event of inclement weather, the event be allowed to move to an alternate date when coordinated with Town staff without having to re-approach the Town Council. At the present time there is no rain date established.

Attached is a letter from the Smithfield Housing Authority approving of the reunion with conditions.

Action Requested:

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



MIKY COLI

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

Temporary Use Permit Application

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

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

TYPE OF EVENT

- Expansion or replacement of existing facilities
- Sale of agricultural products grown off-site
- Sale of fireworks
- Special event, over 100 people in attendance
- Athletic event on streets, greenways
- Other (please describe) Project Reunion-May 28, 2016

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

PERMIT FEE \$50.

<u>Project Reunion</u>	<u>1101 Furlong Drive</u>
Name of Event	Location of Event (exact street address)

Applicant name Jackie Bryant E-mail address jackiebryant2011@yahoo.com

Address 106 Infantry Drive Newton Grove Zip 28366

Day phone 919-320-8089 Mobile phone 919-320-8089

Event set-up/start time/date 12:00 Noon Event clean-up/end date/time 6:00 PM

Sound amplification hours 12 - 5 pm Will food or goods be sold? No

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

Private agency name & phone, if applicable: _____

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

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

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

<u>Jackie Bryant</u>	<u>Jackie Bryant</u>	<u>04/18/2016</u>
Applicant's name (print)	Signature	Date

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

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

Reviewing Planner: [Signature] Date: 4/25/2016

(Note: See attached letter)



To Whomever is Concerned:

The Smithfield Housing Authority hereby grants permission for a Reunion event to be held in the Woodall Heights Development on May 28, 2016 from 1:00-6:00 pm. The Smithfield Housing Authority agrees to the use of the open area behind the former Community Building for the event. All Town of Smithfield Ordinances will need to be followed including providing portable toilets to serve the expected attendance.

The Smithfield Housing Authority wishes your event to be a success.

Sincerely,

Keith Curtis
Executive Director
Smithfield Housing Authority
(919) 934-9491

**Town of Smithfield
Town Council
Action Form**

Item: Promotions

Date of Meeting: May 03, 2016

Date Prepared: April 22, 2016

Staff Work By: Chief Michael L. Scott

Presentation: Consent Agenda

Presentation:

This is a request to promote one police officer from the rank of Police Officer Two (PO II) to Master Police Officer (MPO). Under the Town's Employee Handbook, all promotions to a higher pay grade will be accompanied by an increase to the next pay grade minimum salary or a 5% increase, whichever is greater. In this case the required salary increase for the current budget year will be \$264.00 (annually starting next year-\$1,958.00).

This officer has followed the attached career ladder policy found in the support documentation and has earned this promotion. The police chief recommends this promotion and a five percent salary increase, moving him to the next pay grade in the current Town salary schedule (also attached). This salary increase will not require a budget amendment to the current salary line item for the police department, 10-5100-0200, nor will it require the aforementioned salary line item to be increased for the next fiscal year.

Action Requested:

It is requested this Officer be allowed this promotion.

Town of Smithfield Salary Schedule

July 1, 2009 thru June 30, 2010

(No COLA, No Merit for FY 09-10)

(627)

Grade	JOB TITLE	F L S A	Pos Code	7/1/08PROB Hourly Rate +3%	7/1/08PROB Annual Salary	7/1/09 MIN Hourly Rate	7/1/09 MIN Annual Salary	7/1/08MAX Annual Salary
6	General Maintenance Worker - Public Works General Maintenance Worker - Fire		1009 3010	9.55	19864.00	10.03	20862.40	31919.48
7	Facility Maintenance Specialist - Parks & Rec Facility Maintenance Specialist - Public Works Sanitation Worker		1002 1004	10.03	20862.40	10.54	21923.20	33542.50
8	Street Maintenance Worker		1005	10.94	21923.20	11.07	23026.60	39228.17
9	Collections Assistant Meter Reader Administrative Secretary/Receptionist - Gen Govt Administrative Secretary/Receptionist - Police		11 1061 20	11.07	23026.60	11.53	24190.40	37011.32
10	Meter Technician Street Signs Specialist Utility Line Mechanic Sr. Collections Assistant		1060 1091 1046 13	11.63	24190.40	12.22	25417.60	38866.93
11	Sanitation Equipment Operator Equipment Operator Trainee		1013	12.22	25417.60	12.84	26707.20	40862.02
12	Administrative Support Specialist - Fire Administrative Support Specialist - GenGovt Administrative Support Specialist - Parks/Rec Administrative Support Specialist - Planning Administrative Support Specialist - Police Administrative Support Specialist - CB - PubUtil Administrative Support Specialist - Public Works Animal Control Officer Compressor Operator Customer Service Representative Equipment Operator Finance Assistant Meter Reader/PC Specialist Patient Accounts Representative - EMS Police Records Clerk Pump Station Mechanic Water Plant Operator I Water Maintenance Technician		3019 22 2055 23 3045 1095 1006 3021 1014 1087 1011 12 1062 2099 3040 1041 1051 1048	12.84	26707.20	13.49	28059.20	42930.68
13	Equipment Mechanic Parks & Grounds Crew Leader Public Works Crew Leader Sr. Customer Service Rep Water Plant Operator II		1021 2012 1012 1086 1052	13.49	28059.20	14.17	29473.60	45094.61
14	Facilities/Streets Maintenance Supervisor Facility Maintenance Supervisor Sanitation Crew Supervisor Water Plant Operator III Utility Line Crew Supervisor Wastewater System Technician Water System Technician		2008 1010 1007 1053 1049 1047 1043	14.17	29473.60	14.88	30960.40	47354.12

Grade	JOB TITLE	F L S A	Pos Code	7/1/08 PROB Hourly Rate +3%	7/1/08 PROB Annual Salary	7/1/08 MIN Hourly Rate	7/1/08 MIN Annual Salary	7/1/08 MAX Annual Salary
15	Electric Line Technician		1064	14.88	30850.40	15.63	32510.40	49740.82
	Engineering Technician		1070					
	Firefighter I (Day Shift)		3013					
	Firefighter I (ABC Shift - 42hrs wk)		3012	14.17	30947.28	14.68	32497.92	48721.82
16	Accounts Payable Technician I		31	15.63	32510.40	16.42	34163.80	62258.01
	Zoning Enforcement Officer		61					
	EMT-Paramedic I	(2340yr)	3001					
	EMT-Paramedic I (Part-Time Hriy Pay)	(2470yr)	3004					
17	Firefighter II (Day Shift)	(2294yr)	3017					
	Firefighter II (ABC Shift 42 hr/wk)		3016	14.88	32497.92	15.63	34135.92	62227.88
	Police Officer I (43 hr wk)		3043	14.54	32511.44	15.27	34143.72	62239.90
	Athletic Programs Supervisor		2008	16.42	34163.80	17.25	35880.00	64898.40
18	Customer Services Supervisor		1088					
	EMT Paramedic II		3006					
	Fire Engineer (Day Shift)		3018					
	Minimum Housing Code Enforcement Officer		62					
	Payroll/Accounting Technician II		14					
	Purchasing Agent		48					
	Recreation Programs Supervisor		2011					
	Fire Engineer (42 hr/wk)		3011	15.63	34135.92	16.42	35881.28	64897.76
	Police Officer II (43 hr wk)		3049	15.27	34143.72	16.04	35885.44	64874.13
	Aquatics Center Supervisor		2016	17.25	35880.00	18.12	37889.60	67865.09
	Electric Line Crew Leader		1066					
	Fire Inspector I		3008					
Planner/GIS Technician		60						
Police Support Services Manager		E 3041						
Senior EMT-Paramedic		3008						
Master Police Officer (43 hr/wk)		3047	16.04	35885.44	16.85	37876.80	67645.20	
19	Sr Planner		61	18.12	37889.60	19.03	39582.40	60561.08
	EMS Captain		2098					
	Fire Captain (42 hr/wk ABC Shift)		3018	17.25	37695.84	18.13	39595.92	60581.76
	Police Sergeant (43 hr wk)		3044	16.85	37876.60	17.70	39577.20	60553.12
20	Chief Water Plant Operator		1055	19.03	39592.40	19.99	41579.20	63618.18
	IT Analyst/Billing Supervisor		35					
	Water Plant Chemist		1057					
21	Recreation Center Supervisor		2013	19.99	41579.20	20.99	43669.20	68798.58
	Police Lieutenant (43 hr wk)		3048	18.59	41587.24	19.52	43648.72	68779.49
22	Fire Marshall		3007	20.99	43659.20	22.04	45843.20	70140.10
	Water Plant Superintendent		E 1059					
23	Electric Distribution Superintendent		E 1069	22.04	45843.20	23.15	48182.00	73672.58
	Emergency Services Division Chief / Fire Marshall		2097					
	Emergency Services Division Chief / EMS Div		2096					
	Police Captain		E 3057					
	Public Works Superintendent		E 1038					
	Recreation & Aquatics Center Director		E 2015					
	Sr Athletics Programs Supervisor & Asst P/R Director		E 2004					
24	Water/Sewer Line Superintendent		E 1050	23.15	48162.00	24.31	50584.80	77364.16

Grade	JOB TITLE	FL S A	Pos Code	7/1/08 PROB Hourly Rate +3%	7/1/08 PROB Annual Salary	7/1/08 MIN Hourly Rate	7/1/08 MIN Annual Salary	7/1/08MAX Annual Salary
25	Assistant Fire Chief / Deputy Chief	E	3002	24.31	50684.80	25.53	53102.40	61246.68
26	Town Clerk/Human Resources Director Planning Director	E E	25 59	26.53	53102.40	28.81	68784.60	85320.16
27	Finance Director Parks/Recreation Director	E E	48 2019	28.81	58784.80	28.16	58552.00	89584.66
28	Police Chief Public Utilities Director Fire Chief/Dir. Emergency Services	E E E	3059 1099 3009	28.16	58552.00	28.56	61484.80	94071.74
	City Manager	E	80					



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

Michael L. Scott

I. POLICY STATEMENT

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

II. COMMENTARY

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

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

III. PROCEDURES

A. Administration

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

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

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

B. Vacancy Announcements

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

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

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

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

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

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

C. Promotional Procedures

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

2. The promotional process will consist of an assessment designed to measure each candidate's ability to perform the specific job; The assessment will evaluate each candidate's performance in handling job-related problems and situations through specially-developed simulation exercises; Promotional assessments may include, but are not limited to, written projects, oral presentations, oral interviews, conflict role plays, and counseling role plays.

3. Prior to each promotional process, promotional procedures will be reviewed to determine current applicability. A description of the selection process will be provided to each candidate.

4. The Chief of Police will evaluate the Department's promotional process as needed. The process will be evaluated for validity and effectiveness. All components of the promotion process will be job related and non-discriminatory. Tests used in the process will be purchased from a commercial vendor that have completed validity studies for job relatedness and non-discriminatory practices.

5. For general promotional purposes, lateral entry from other agencies for supervisory positions will not be commonly practiced. However, prior experience at another law enforcement agency may be used toward meeting the requirements for a higher level position after initial entry requirements (including probationary period) are met. Prior experience with another agency will be assessed and a lateral-entry candidate's eligibility for hire above the classification of entry level officer will be evaluated by the Chief of Police on a case-by-case basis. (Exception to this is the position of Chief of Police and any other senior management positions as determined by the Town Manager).

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

D. Minimum Qualifications for Promotion

1. Sergeant

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

- a) Have served as a Police Officer II for two years;
- b) Have completed a total of 172 training hours;
- c) Within 12 months of promotion to Sergeant, an officer must complete 40 hours of supervisory training;
- d) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- e) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- f) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

2. Lieutenant

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

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

3. Captain

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

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

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

E. Review and Appeal

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

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

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

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

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

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

F. Career Ladder

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

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

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

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

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

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

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

G. Minimum Qualifications for Advancement

1. Police Officer I

Entry-level candidates must:

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

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

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

2. Police Officer II

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

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

No Degree -3 years as a Police Officer I

Associate Degree - 2 years as a Police Officer I

Bachelors Degree - 1 year as a Police Officer I

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

- b) Have completed a total of 160 training hours, including:

40 hours of Community Policing Training

40 hours of Traffic Enforcement Training

40 hours of Investigations Training

40 hours of training in any law enforcement topic

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

3. Master Police Officer

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

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

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

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

- 40 hours of Management/Supervision Training

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

- 160 hours of training in any law enforcement topic

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



**Town of Smithfield
Town Council
Action Form**

Item Title: Purchase of 2016 Diagnostic Scanner

Date of Meeting: May 3, 2016 Date Prepared: April 25, 2016

Staff Work By: Lenny Branch, Public Works Director, Russell Renfrow Public Works Supervisor

Presentation By: Lenny Branch

Presentation Description:

In this year's (FY 15-16) budget, the Public Works Garage Division was approved \$7,500 to purchase a universal diagnostic scanner. This much needed equipment will assist staff in locating issues with fleet vehicles and equipment. Three estimates were obtained from the following vendors:

➤ Car Quest	-	\$7,500.00
➤ Bosch	-	\$8,932.64
➤ Napa Bosch	-	\$9,987.00

Action Requested: Council is requested to award the purchase of the diagnostic equipment to Car Quest in the amount of \$7,500.00



AUTO PARTS

Great people, great products, great prices!SM
 CQ OF SMITHFIELD NC # 1181
 926 NORTH BRIGHTLEAF BLVD.
 SMITHFIELD, NC 27577
 919-934-4260

PAGE 1 OF 1
 REF# 318694

REMIT TO: CARQUEST AUTO PARTS
 PO BOX 404875
 ATLANTA, GA 30384-4875

QUOTE



2020160425020300100526508000318694531

ANY PRODUCT RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS RECEIPT.

SEE CARQUEST STORE FOR DETAILS OF THE COAST TO COAST GUARANTEE.

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TOWN OF SMITHFIELD
 PO BOX 761
 SMITHFIELD, NC 27577

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TOWN OF SMITHFIELD
 PO BOX 761
 SMITHFIELD, NC 27577

INVOICE NO.	CUSTOMER NO.	DATE	CUST. P.O. NO.		SALES ID	TEAMMATE ID	FORM OF PYMT.	
2030-QUOTE	813500	4/23/2016			FAL	DH1103	QUOTE	
MFG. PART NUMBER	ORDERED	SHIPPED	LIST PRICE	NET	NET CORE	EXT. AMOUNT	TAX	
1 OTC 3824 ESI (TRUCK) HD DIAGNOSTICS	1	1	11763.99	7900.00	0.00	7900.00	Y/N	
* \$7500 DEPOSIT, REMAINDER OF	\$933.25	TO BE	PAID OVER	12 MONTHS				
<small>WARRANTY DISCLAIMER: The manufacturer's warranty, if any, constitutes the only warranty with respect to the sale of all goods. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller does not authorize any person to grant any warranty or assume any liability by Seller.</small>								
SHIP VIA	DELV. TIME	DELV. ID	FREIGHT	TAXABLE AMT.	SALES TAX	TOTAL CORE	PREV. DEPOSIT	
				7900.00	533.25			

12:16 PM

RECEIVED BY

QUOTE ONLY! THIS IS NOT AN INVOICE!

PAY THIS AMOUNT ▶

8433.25



AUTO PARTS

Great people, great products, great prices!SM

ANY PRODUCT RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS RECEIPT.

SEE CARQUEST STORE FOR DETAILS OF THE COAST TO COAST GUARANTEE.

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INVOICE NO.	CUSTOMER NO.	DATE	CUST. P.O. NO.		SALES ID	TEAMMATE ID	FORM OF PYMT.	
MFG. PART NUMBER	ORDERED	SHIPPED	LIST PRICE	NET	NET CORE	EXT. AMOUNT	TAX	
<small>WARRANTY DISCLAIMER: The manufacturer's warranty, if any, constitutes the only warranty with respect to the sale of all goods. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller does not authorize any person to grant any warranty or assume any liability by Seller.</small>								
SHIP VIA	DELV. TIME	DELV. ID	FREIGHT	TAXABLE AMT.	SALES TAX	TOTAL CORE	PREV. DEPOSIT	

RECEIVED BY

PAY THIS AMOUNT ▶

CQ OF SMITHFIELD NC # 1181
926 NORTH BRIGHTLEAF BLVD.
SMITHFIELD, NC 27577
919-934-4260

PAGE 1 OF 1
REF# 314466

REMIT TO: CARQUEST AUTO PARTS
PO BOX 404875
ATLANTA, GA 30384-4875

QUOTE



TOWN OF SMITHFIELD
PO BOX 761
SMITHFIELD, NC 27577

TOWN OF SMITHFIELD
PO BOX 761
SMITHFIELD, NC 27577

2030-QUOTE	813500	3/23/2016			FA1	DH1103	QUOTE
1 AIT MS908			1	1	3120.99	2046.25	0.00 2046.25 Y/N
MAXISYS DIAG BLUETOOTH							
2 OTC 3824			1	1	11763.99	8932.64	0.00 8932.64 Y/N
ESI (TRUCK) HD DIAGNOSTICS							

10978.89 741.08

QUOTE ONLY! THIS IS NOT AN INVOICE!

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11719.97



VIEW THIS MONTH'S PROMOTIONS



VIEW ALL SALES & PROMOTIONS >

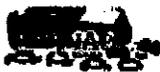


NAPA REBATES

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LEARN MORE >

LIKE TO DIY?



Diagnostic Tool

PART # :
BSD 3824

RESERVE ONLINE
PRICE (USD):

\$9,987.00 /Each
Call store for availability.
(607) 771-6272

Qty

1

PRODUCT LINE:
Bosch Diagnostics

RESERVE ONLINE PICKUP IN STORE

IMPORTANT INFO:

Online purchase not available. *Why?*

Added to Compare



Some parts can be recycled or remanufactured for future sale. These parts have a core price that is used as a form of deposit on the portion of the part that can be remanufactured.

JavaScript code for tracking and analytics, including campaign IDs and product names like 'Premier Membership Bar & App Download'.

via ADVERTISEMENT via

HTML code for 'Purch Media Search Result Page' and 'Google AdSense Scroll Bar Removal'.

TRY Free 30-day trial when you sign up for a 12-month membership OR Download mobile app & get a free 3-month membership.



Log in or Register 0 Items Wish List Customer Service

FEEDBACK NEWEGG

ALL PRODUCTS DEALS & SERVICES FEATURED SELLERS

bosch 3824

Search all SEARCH

Home > Search Results "bosch 3824"

BOSCH 3824

Free Shipping

Old You Find It?

SEARCH WITHIN:

Selected Items COMPARE

SORT BY: Featured Items

VIEW: 30

Showing 1-1 of 1 Products



compare

BOSCH 3824 Diagnostic Scan Tool, 12 pcs. G9555086 Model #: 3824 Item #: 9SIA5D53K45571 Return Policy: View Return Policy

\$9,987.00

Free Shipping Sold by Zoro

ADD TO CART

Your Recently Viewed Items



Autel MaxiSys MS908 WiFi/Bluetooth OBD Smart Automotive Diagnostic and Analysis

\$2,269.00

Save: 33%



Autel MaxiSys MS908 Smart Automotive Diagnostic and Analysis System with LED Touch

\$2,159.00

Save: 29%



**Town of Smithfield
Town Council
Action Form**

Item Title: Purchase of 14' Dump trailer

Date of Meeting: May 3, 2016 Date Prepared: April 25, 2016

Staff Work By: Lenny Branch, Public Works Director,

Presentation By: Lenny Branch

Presentation Description:

In the 2015-2016 budget the General Service Division was approved \$7,500 for the purchase of a 14' Commercial Dump trailer. This particular piece of equipment will be utilized by staff during mulching season, cemetery maintenance and general landscape operations. The Public Works Department received three (3) estimates from vendors that carry the Commercial Dump Trailers. The estimates are as follows;

Musgrave Equipment	-	\$7,500.00
Leonard	-	\$7,639.18
Rampant Trailers	-	\$7,892.03

Action Requested: Council is requested to approve the purchase of the 14' Commercial Dump Trailer from the lowest bidder (Musgrave Equipment) in the amount of \$7,500.

Rampant Trailers, LLC

2023 Wendell Boulevard
 Wendell, NC 27591
 919-365-5111/919-365-7848 Fax

Trailer Quote

Date	Quote #
4/25/2016	5307

Title Name & Address
TOWN OF SMITHFIELD PO BOX 761 SMITHFIELD, NC 27577

Ship To
TOWN OF SMITHFIELD PUBLIC UTILITIES HOSPITAL ROAD 230 SMITHFIELD, NC 27577

Rep	PO #
JM	

Item	Description	Qty	Price	Total
DUMP-7-14LP...	MODEL 2017 RAMPANT 15,000# GVWR LOW PROFILE 80" X 14' DUMP TRAILER WITH LED LIGHTS, 25" SIDES, SCISSOR LIFT, 12K JACK AND RAMPS UNDER BED SERIAL # 5SPDT1424HW700132	1.00	7,094.00	7,094.00
DTR7018	7' X 18' TARP KIT (\$299 INSTALLED)	1.00		0.00T
Quote good for 30 days		Subtotal		\$7,094.00
		Sales Tax (6.75%)		\$0.00
		Total		\$7,094.00

Signature _____

Quote

Quote expires
June 24, 2016



1450 POLLOCK STREET
Selma, NC 27577
Phone: 919-965-6002
http://www.leonardusa.com
pos140@leonardusa.com

Ticket #: 140-QUO-100064
Ticket Date: 4/25/16
Station: 1

Bill to: TOWN OF SMITHFIELD
110 S. 5TH STREET
SMITHFIELD, NC 27577
(919) 464-8480

Ship to:

Order #: 140-001249
Rep: YEA001

14'

Ship date:
Location: 140

Ship-via code: U
Terms: Net due on receipt

Quantity	Item #	Description	List price	Discount	Savings	Price	Ext Price
1	TRLD-0714LEO-598PCR	DUMP 10280# cap	\$7,699.00	\$-300.00	\$-300.00	\$7,399.00	7,399.00
1	TRA-DTR7018	7'X18" MESH TARP W/HARDWARE				\$224.99	224.99

User: POS140

Total line items: 2

Sale subtotal: 7,623.99

Tax: 15.19

Thank You For Your Business!
You Saved \$300.00

Total: 7,639.18

All orders that are cancelled while in progress shall incur a charge for the pro-rated portion of the cost of the item in production but not less than 25% of the listed price. Merchandise will not be accepted for return after 30 days of our invoice date. All returned merchandise must be in original condition and undamaged. You will be charged \$20 or a 20% restocking fee, whichever is greater, on returns of non-defective items. Trailers, special orders, custom painted installed items, items not in new or resaleable condition, items sold as is, discontinued and clearance items are not returnable at any time. If you paid by Credit Card or Check, your refund will be mailed from the corporate office within 7 days of refund request approval; less fee charges. If you paid by CC, the credit card used for your payment will be credited; less fee charges within 7 days of refund request approval. The maximum state fee is charged for all returned items.

Customer signature accepts the above terms and conditions.



Russell Renfrow

From: Musgrave Auction Company <musgraveauction@yahoo.com>
Sent: Monday, April 25, 2016 11:10 AM
To: Russell Renfrow
Subject: Dump Trailer Prices

Hey this is Tyler with Musgrave Equipment. The price of the 6'X12' Dump is \$5750. And the price for the 7'X14' Dump is \$7525. The 12' has a GVWR of 10,000 and the 14' has a GVWR of 14,000. If you have any more questions just let us know. Thank you!

Town of Smithfield Town Council Action Form

Item: Conveyance of Property to Johnston County in accordance with NCGS 160A-274

Date of Meeting: April 7, 2015

Date Prepared: March 27, 2015

Presentation: Consent Agenda

Presentation:

The Fire Department is requesting to convey the Special Operations Trailer and its contents to Johnston County in accordance with NCGS 160A-274. These were purchased by Johnston County through a grant and were titled to the Town. The trailer was given to the Fire Department for the purpose of Hazmat Decon, and Special Operations. Town crews were to respond to calls throughout the county when needed. When this was originally put in service, the Fire Department was staffed at a higher level and for that reason today if we were to respond, it takes our personnel out of service to answer calls.

The information for the trailer is:

- 2007 Haulmark 8 X 20 enclosed trailer
- Serial # 16HGB20247G091949
- Manufacturer # TH85X20WT3
- See attached pictures

The County has agreed to take ownership back for this property, which would be better suited for them as they have more personnel to take the responsibility of responding with this trailer. And if agreed to return ownership to them it will be housed in the county's warehouse located on N. Brightleaf Blvd. in Smithfield and we will still have access to this unit if needed.

Action Requested:

It is requested that Resolution # 586 (12-2016) be approved whereby conveys the above listed trailer and content without consideration to Johnston County in accordance with NCGS 160A-274.

TOWN OF SMITHFIELD RESOLUTION # 586 (13-2016)
Approving Conveyance of Property to
Another Unit of Government in North Carolina
Pursuant to G.S. 160A-274

WHEREAS, the Town of Smithfield owns a 2007 Haulmark 8x20 enclosed trailer (serial number 16HGB20247G091949) utilized for special operations; and

WHEREAS, Johnston County initially purchased for the Smithfield Fire Department the enclosed trailer through a grant for the purposes of Hazmat Decon and Special Operations throughout the County when needed; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, the Town of Smithfield has determined that it is in the best interest of the Town to convey the 2007 Haulmark 8x20 enclosed trailer (serial number 16HGB20247G091949) to Johnston County, and deems it wise to do so for no consideration.

THEREFORE, THE SMITHFIELD TOWN COUNCIL RESOLVES:

1. The Town of Smithfield hereby conveys to Johnston County the following property: a 2007 Haulmark 8x20 enclosed trailer (serial number 16HGB20247G091949).
2. The property herein described shall be conveyed for no consideration.
3. The Mayor or his designee is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

Adopted this the 3rd day of May, 2016.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk



SMITHFIELD



EMERGENCY SERVICES

SPECIAL OPERATIONS

EMERGENCY SERVICES



UNITED STATES FIRE DEPARTMENT



OPERATIONS

RES 3002

BRISTOL, IN
SPRINGVILLE, OH
MCADOO, PA
FITZGERALD, GA
EL MIRAGE, AZ
DUNCAN, OK

Haulmark®

MODEL

T485X20M13

GVWR

10000 LBS.

COUPON # 25/15

V.I.N.

1B-GR20247G091949

1-800-346-2662

MANUFACTURED BY: **Haulmark Ind., Inc.**

P.O. Box 160 FITZGERALD, GA 31750 (800)270-8421

4546 KG (10000 LB)

DATE: 06/12/07

TH85X20WT3

GVWR	GWVW	TIRES	RIMS	COLD INFLATION PRESSURE
FRONT	2364 KG (5200 LB)	ST225/75R15	15X6J	65 KPA SINGLE <input type="checkbox"/> DUAK <input type="checkbox"/> (448 PSI) <input type="checkbox"/>
REAR	2364 KG (5200 LB)	ST225/75R15	15X6J	65 KPA SINGLE <input type="checkbox"/> DUAK <input type="checkbox"/> (448 PSI) <input type="checkbox"/>

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

V.I.N. 16HGB20247G091949 TYPE TRAILER HAZ102



TIRE AND LOADING INFORMATION

The weight of cargo should never exceed
2876 Kg or 6328 Lbs.

TIRE	SIZE	COLD TIRE PRESSURE	SEE OWNER'S MANUAL FOR ADDITIONAL INFORMATION
FRONT			
REAR	ST225/75R15	65	
SPARE	ST225/75R15	65	



16HGB20247G091949

⚠️ WARNING

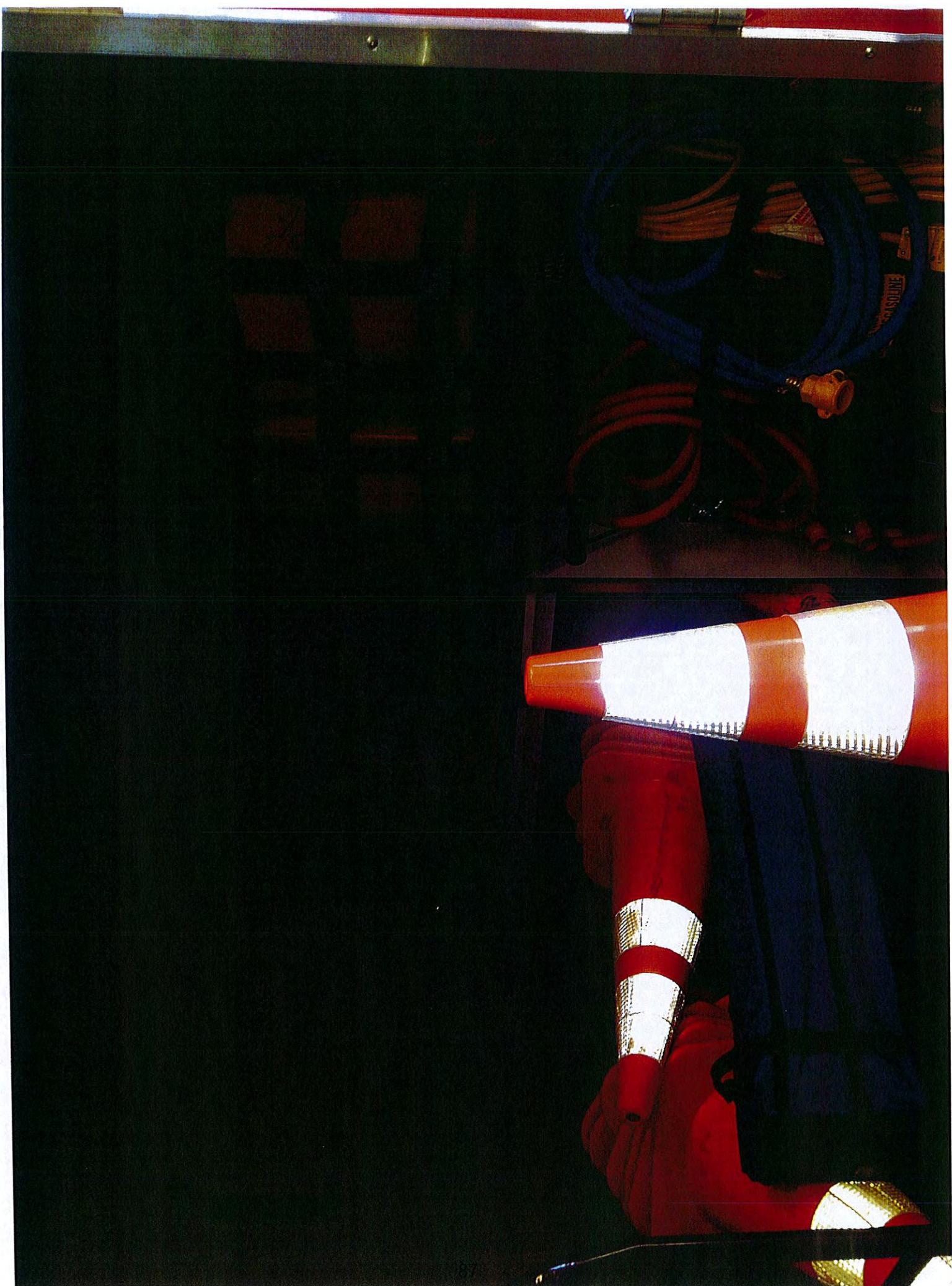
OVERLOAD HAZARD

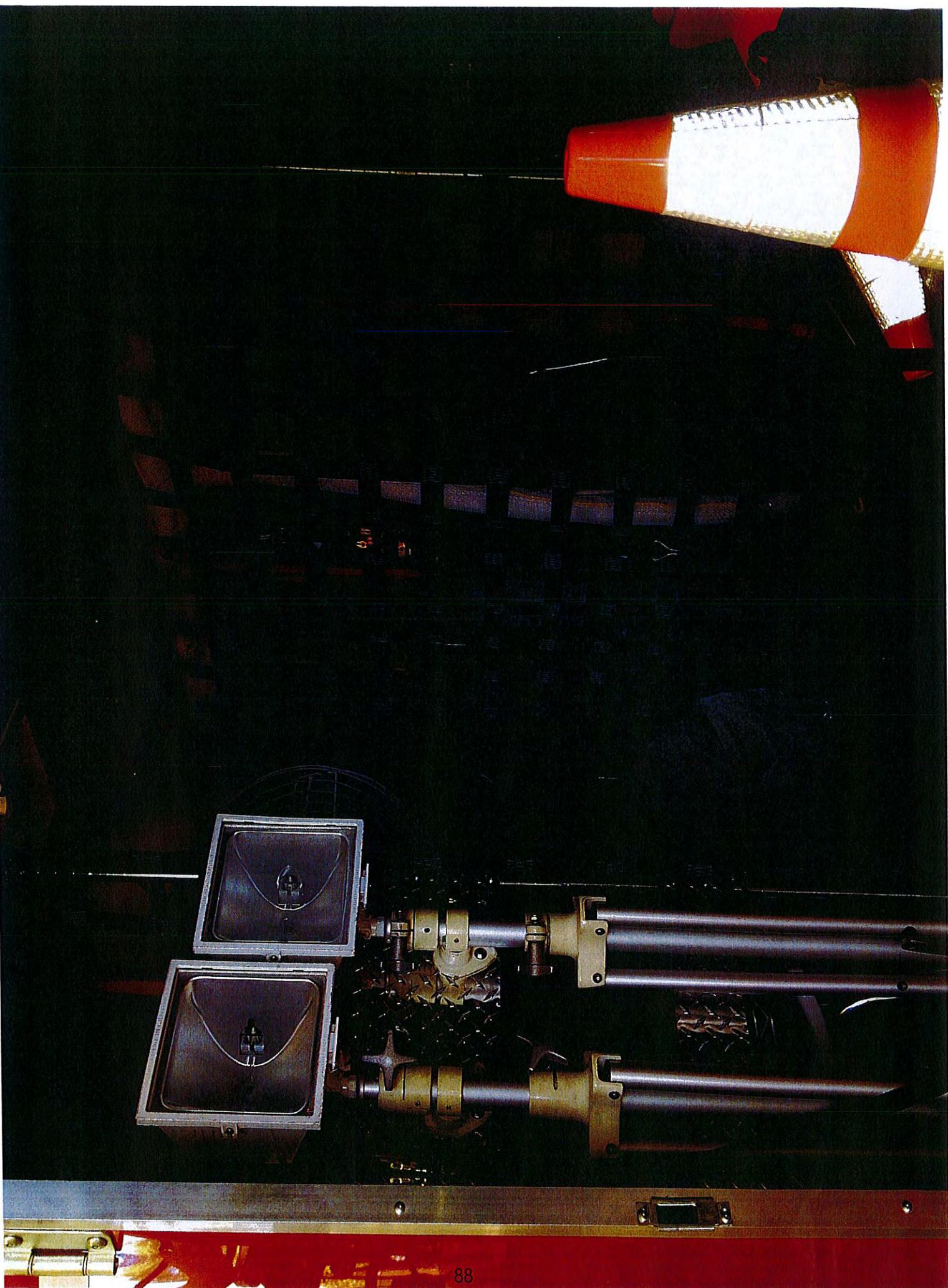
RISK OF DEATH DUE TO LOSS OF CONTROL
NEVER EXCEED GROSS VEHICLE WEIGHT

BEFORE LOADING THE TRAILER FOR CARGO YOU MUST VERIFY ITS CARGO CAPACITY

1. YOU, MUST WEIGH the EMPTY TRAILER
2. Subtract the weight of the EMPTY TRAILER from the GROSS WEIGHT (GVWR) (see VEHICLE MANUAL)
3. DO NOT LOAD TRAILER BEYOND VERIFIED CAPACITY

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• Gre mile und
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**Town of Smithfield
Town Council
Action Form**

Item: Contract consideration with Petway Mills & Pearson, PA, to perform the Town of Smithfield audit for fiscal year ending June 30, 2016.

Date of Meeting: May 3, 2016

Date Prepared: April 20, 2016

Staff Work By: Greg Siler, Finance Director

Presentation: Consent Agenda

Background: An audit contract fee of \$25,000 is proposed by Petway Mills & Pearson, PA, to perform the Town's 2016 fiscal year audit. The fee represents less than a 1 percent (\$200) increase from the previous year. The \$25,000 fee is for auditing the financial records of the governmental and business-type activities, a single audit of any federal and state awards over \$500,000, and the preparation of financial statements for each fund. The audit contract is an annual agreement which must be approved each year by Council and the Local Government Commission. Petway Mills & Pearson was approved by Council in April, 2012, to perform the Town's audit for three years beginning Fiscal Year 2012. Approval of this year's contract would be for year five.

Recently, some members of council expressed an interest in bidding out the Town's annual audit. The Request for Proposal (RFP) process is a lengthy one and should start earlier in the fiscal year to allow for appropriate consideration, transfer of records from the existing firm to the new firm, and to allow for the contract approval process through the Local Government Commission. The Finance Director has prepared a draft of the RFP for delivery next fiscal year.

Attachments: Engagement Letter
Contract
Draft Audit RFP for FY17 Audit

Action Requested: Approve as Presented

CONTRACT TO AUDIT ACCOUNTS

Of Town of Smithfield
Primary Governmental Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 22nd day of March, 2016,

Auditor: PETWAY MILLS & PEARSON, PA Auditor Mailing Address: PO Box 1036
Zebulon, NC 27597

Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of Town of Smithfield
(Primary Government)

and _____ : hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2015, and ending June 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or audit documentation are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Uniform Guidance for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.**

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice - [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: Fees listed on signature pages.)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed prior to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Discretely Presented Component Units (DPCU) if applicable

this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #24 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. E-Verify. Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
24. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.) Town of Smithfield
Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

Town of Smithfield - FEES

Year-end bookkeeping assistance - [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] \$0

Audit \$24,000 Total: \$25,000

Preparation of the annual financial Statements \$1,000

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 18,750

** NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

PETWAY MILLS & PEARSON, PA

Name of Audit Firm

By Phyllis M. Pearson, CPA

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative Phyllis M. Pearson CPA

Date 3/23/2016

ppearson@pmpcpa.com

Email Address of Audit Firm

Governmental Unit Signatures:

Town of Smithfield

Name of Primary Government

By

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson **

Date N/A

** If Governmental Unit has no audit committee, mark this section "N/A"

Town of Smithfield

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

March 22, 2016

Members of the Town Council
Town of Smithfield, North Carolina

**PETWAY
MILLS &
PEARSON, PA**

CERTIFIED PUBLIC ACCOUNTANTS

C. Briggs Petway, Jr.
Phyllis M. Pearson

Zebulon Office
P.O. Box 1036
806 N. Arendell Ave.
Zebulon, NC 27597
919.269.7405
919.269.8728 Fax

Raleigh Office
9121 Anson Way
Suite 200
Raleigh, NC 27615
919.781.1047

www.pmpcpa.com

We are pleased to confirm our understanding of the services we are to provide the Town of Smithfield for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Town of Smithfield as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Smithfield's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Smithfield's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Smithfield's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal and State awards.
- 2) Combining individual fund financial statements
- 3) Budget to actual schedules, including capital projects
- 4) Property tax schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with

Memberships:

North Carolina
Association of
Certified Public
Accountants

American Institute
of Certified Public
Accountants

Medical Group
Management
Association

the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of the Town of Smithfield. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal and State awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal and State awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in

conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on July 1, 2016.

You are responsible for preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal and State awards no later than the date the schedule of expenditures of federal and State awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for

such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and State awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance

matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Smithfield's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Smithfield's major programs. The purpose of these procedures will be to express an opinion on the Town of Smithfield's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and State awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days

after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of PETWAY MILLS & PEARSON, PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of PETWAY MILLS & PEARSON, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Office of the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 1, 2016 and to issue our reports no later than October 1, 2016. Phyllis M. Pearson, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$25,000. Our invoices for these fees will be rendered at the end of the engagement. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Smithfield and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Petway Mills & Pearson, PA

PETWAY MILLS & PEARSON, PA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Smithfield.

By: _____

Title: _____

Date: _____

Denning, Herring, Sessoms & Company, P.A.

Certified Public Accountants
Clinton, NC 28328

J. ANTHONY SESSOMS, CPA
BOBBY W. HERRING JR, CPA
JULIA B. HARRISON, CPA

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www.dhscompany.com

System Review Report

January 27, 2015

To the Shareholders of
Petway Mills & Pearson PA
and the Peer Review Committee of the NCACPA

We have reviewed the system of quality control for the accounting and auditing practice of Petway Mills & Pearson PA (the firm) in effect for the year ended September 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included audits of employee benefit plans and engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Petway Mills & Pearson PA in effect for the year ended September 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Petway Mills & Pearson PA has received a peer review rating of *pass*.

Denning, Herring, Sessoms & Company, P.A.

Denning, Herring, Sessoms & Company, P.A.

MEMBERS OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
AND NORTH CAROLINA ASSOCIATION OF CERTIFIED PUBLIC ACCOUNTANTS

DHS



Town of Smithfield
350 East Market Street ~ Smithfield, NC 27577
(919) 934-2116, ext. 1106 ~ (919) 989-8937 Fax
www.smithfield-nc.com

REQUEST FOR PROPOSAL FOR AUDITING SERVICES

Sealed proposals addressed to Greg Siler, Finance Director, Town of Smithfield, 350 East Market Street, Smithfield, NC 27577 and marked "RESPONSE TO RFP FOR AUDIT SERVICES" will be received until 2 p.m. EST, Tuesday, January 31, 2017

Town of Smithfield

Request for Proposal

The Town Council of the Town of Smithfield (hereinafter called the "Town") invites qualified independent auditors (hereinafter called "auditor") having sufficient governmental accounting and auditing experience in performing an audit in accordance with the specifications outlined in this Request for Proposal (RFP) to submit a proposal.

There is no expressed or implied obligation for the Town of Smithfield to reimburse firms for any expenses incurred in preparing proposals in response to this request.

The specific details shown herein shall be considered minimum unless otherwise shown. The specifications, terms, and conditions included with this RFP shall govern in any resulting contract(s) unless approved otherwise in writing by the Town. The bidder consents to personal jurisdiction and venue in a state court of competent jurisdiction in Johnston County, North Carolina.

Type of Audit

The audit will encompass a financial and compliance examination of the Town's basic financial statements, supplementary information and compliance reports in accordance with the laws and/or regulations of the State of North Carolina, which include requirements for the minimum scope of the audit. The financial and compliance audit will cover federal, state, and local funding sources in accordance with generally accepted auditing standards; *Government Auditing Standards*, July 2011 revisions; the Single Audit Act of 1984; the Single Audit Act Amendments of 1996; the provisions of OMB Circular No. A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, including revisions published in *Federal Register* June 27, 2003 and June 26, 2007; the State Single Audit Implementation Act; and all other applicable laws and regulations.

Period

The Town intends to continue the relationship with the auditor for no less than three years on the basis of annual negotiation after the completion of the first year contract. Each year after negotiation has taken place an annual contract documenting the terms of the audit will be signed. Since one governing board may not obligate future governing boards, the remaining years of the agreement are subject to annual governing board approval. The Town reserves the right to request proposals at any time following the first year of this contract. Thus, prepare proposals for the following years, with Year one being the only obligated year:

July 1, 2016 to June 30, 2017

July 1, 2017 to June 30, 2018

July 1, 2018 to June 30, 2019

Requirements

The audit must be conducted in accordance with generally accepted auditing standards; *Government Auditing Standards*, July 2011 revisions issued by the Comptroller General of the United States; Office of Management and Budget Circular No.A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, including revisions published in *Federal Register* June 27, 2003 and June 26, 2007; the State Single Audit Implementation Act of 1996, and any other applicable procedures for the audit of a government's financial statements prepared in accordance with GAAP.

The Auditor will prepare most year-end adjusting journal entries. The auditor will be ultimately responsible for the preparation, typing, proofing, printing, and copying of the Basic Financial Statement, supplementary information and compliance reports. The Town of Smithfield Finance Director will be actively involved in the MD&A, and other schedules section preparation. The auditor will submit a draft of the Financial Statement to be reviewed in detail by the Finance Director. This draft should be submitted to the Town in time to allow ample review and corrections. **The timing of this should insure final completion of the Financial Statements no later than the annual October 31st deadline.**

The Town prefers interim fieldwork be completed in early June. Year-end fieldwork should begin in mid August and be completed by September 15th. **An agreed upon post-closing trial balance must exist by September 30th.** The Finance Director will expect a listing of requested information needed for the audit at the preplanning conference, periodic conferences during the conduct of the audit, as well as an exit conference prior to the completion of fieldwork.

A preliminary draft of the audit and required journal entries must be submitted to the Finance Director (or Audit Committee if applicable) by October 1 for proofing and reconciliation to the unit's records.

The audit must be completed and reports rendered four months following the fiscal year end (October 31).

20 copies of each audit report, management letter, and other applicable reports must be supplied to the Finance Director within the time frame cited above. In addition, the auditor is responsible for submitting the required two copies to the staff of the Local Government Commission (LGC). Any other copies required will be charged on an as needed basis in addition to the quoted fee.

The financial audit opinion will cover the financial statements for the governmental activities, the business-type activities, the financial statements of the aggregate discretely presented component units, each major fund, and the remaining fund information, which collectively constitutes the basic financial statements. The combining and individual financial statements, schedules, and related information are not necessary for fair presentation, but will be presented as additional analytical data. This supplemental information, as required by GASB 34, will be

subjected to the tests and other auditing procedures applied in the audit of the basic financial statements, and an opinion will be given as to whether the supplemental information is fairly stated in all material respects in relation to the basic financial statements taken as a whole. The auditor shall also express an opinion on the budgetary comparison information for the general fund, the major funds, and any annually budgeted special revenue funds. An opinion will not be given on the Management Discussion and Analysis.

The working papers shall be retained and made available upon request for no less than three years from the date of the audit report.

In the event that circumstances arise during the audit that require work to be performed in excess of the original estimates, any additional costs will be negotiated prior to commencement of the work and an amended contract will be approved by the governing board and forwarded to the staff of the LGC for approval.

Audit Contract & Payment of Audit Fees

The audit contract must be approved by the staff of the Local Government Commission. Invoices are subject to approval by the LGC staff and the appropriate Grantor Agency, if applicable, prior to processing by the Town. If grant funds will be used to pay for the audit, the grant agreement may require the Grantor Agency's approval before the invoice may be paid. Interim or progress billings will be accepted up to 75% of the total fee prior to submission of the audited financial statements to the staff of the Local Government Commission and their approval of the audited financial statements.

Other Services

1. Capital asset records which have not been audited previously.
2. Preparation and submission of the Annual Financial Information Report required to be filed with the staff of the Local Government Commission.
3. Calculation of the Debt Service Coverage Ratio as required by certain revenue bond covenants. The bond covenants may also require the auditor to express an opinion on the unit's compliance with the debt service coverage ratio and other debt covenants.)

The auditor will prepare, type, and print the audited financial statements. The auditor will submit a draft for review by the Finance Director. The Finance Director will return the draft with proposed revisions within 10 working days.

Description of Selection Process

Three copies of each section of the proposal should be submitted at the time and place indicated under the section entitled "Time Schedule for Awarding Contract."

Proposals will be submitted in two sections. The first section will be comprised of the audit firm's prior experience and qualifications of its personnel in performing governmental audits. The Town will evaluate the auditor/firm on educational and technical qualifications. The top five firms from the first section will have their second section opened and evaluated. The firm

best meeting the Town's expectations for experience, audit approach, and cost requirements will be selected.

PLEASE KEEP IN MIND THAT COST, WHILE AN IMPORTANT FACTOR, WILL NOT BE A SOLE DETERMINING FACTOR. UNUSUALLY LOW BIDS THAT ARE OBVIOUSLY OUT OF LINE WITH OTHER BIDDERS OR ARE SIGNIFICANTLY LOWER THAN OUR CURRENT FEES WILL RAISE CONCERN. THE LOWEST BID WILL NOT AUTOMATICALLY BE AWARDED PREFERENTIAL CONSIDERATION.

The Town requests that no Town of Smithfield officials be contacted during this process. The Finance Director may be contacted only to clarify questions concerning the RFP.

The Town reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the services for its intended use and further specifically reserve the right to make the award in the best interest of the Town of Smithfield.

Failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, may disqualify the bid.

First Section

The first section should address the requested information below. The corresponding responses should begin with the number below for the requested information.

1. Indicate the number of people (by level) located within the local office that will handle the audit.
2. Provide a list of the local office's current and prior government audit clients, indicating the type(s) of services performed and the number of years served for each. Responsive firms should include any relevant information regarding audits performed on financial statements prepared under the new reporting model.
3. Indicate the experience of the local office in providing additional services to government clients by listing the name of each government, the type(s) of service performed, and the year(s) of engagement.
4. Describe your audit organization's participation in AICPA-sponsored or comparable quality control programs (peer review). Provide a copy of the firm's current peer review.
5. Describe the professional experience in governmental audits of each senior and higher level person assigned to the audit, the years on each job, and his/her position while on each audit. Indicate the percentages of time each senior and higher-level personnel will be on site. Again, relevant experience with the new reporting model should be clearly communicated.

6. Describe the relevant educational background of each person assigned to the audit, senior level and higher. This should include seminars and courses attended within the past three years, especially those courses in governmental accounting and auditing.
7. Describe the professional experience of assigned individuals in auditing relevant government organizations, programs, activities, or functions (e.g., utilities, solid waste, transit, airports, or health authorities and school systems).
8. Describe any specialized skills, training, or background in public finance of assigned individuals. This may include participation in State or national professional organizations, speaker or instructor roles in conferences or seminars, or authorship of articles and books.
9. Provide names, addresses, and telephone numbers of personnel of current and prior governmental audit clients who may be contracted for a reference.
10. Describe the firm's Statement of Policy and Procedures regarding Independence under Government Auditing Standards (Yellow Book), July 2011 Revision. Provide a copy of the firm's Statement of Policy and Procedures.
11. Is the firm adequately insured to cover claims? Describe liability insurance coverage arrangements.
12. Describe any regulatory action taken by any oversight body against the proposing audit organization or local office.

Second Section

Proposals should include completed cost estimate sheets and any other necessary cost information in a *separate, sealed* envelope marked – “Cost Estimate.” The Town plans to evaluate the qualifications of all firms submitting proposals before considering the Cost Estimate.

This second section should consist of completed cost estimate sheets, which will include the following information:

1. Type of audit program used (tailor-made, standard government, or standard commercial).
2. Use of statistical sampling.
3. Use of computer audit specialists.
4. Organization of the audit team and the approximate percentage of time spent on the audit by each member.
5. Information that will be contained in the management letter.
6. Assistance expected from the government's staff, if other than outlined in the RFP.

7. Tentative schedule for completing the audit within the specified deadlines of the RFP.
8. Use of internal audit staff (if applicable).
9. Specify costs using the format below for the audit year July 1, 2016 to June 30, 2017. For the two audit years, which follow, list the estimated costs. The cost for the audit year ending June 30, 2017 is binding, while the second and third years are estimated costs. Cost estimates must indicate the basis for the charges and whether the amount is a “not-to-exceed” amount.
 - A. Personnel costs – Itemize the following for each category of personnel (partner, manager, senior, staff accountants, clerical, etc.) with the different rates per hour.
 - 1) Estimated hours – categorize estimated hours into the following: on-site interim work, year-end on-site work, and work performed in the auditor’s office.
 - 2) Rate per hour.
 - 3) Total cost for each category of personnel and for all personnel costs in total.
 - B. Travel – itemize transportation and other travel costs separately.
 - C. Cost of supplies and materials – itemize.
 - D. Other costs – completely identify and itemize.
 - E. If applicable, note your method of determining increases in audit costs on a year to year basis
10. Please list any other information the firm may wish to provide.
11. Please include the Summary of Audit Costs Sheet with your proposal.

Time Schedule for Awarding the Contract

Request for proposal packages will be mailed by **fill in date**.

Please acknowledge the receipt of this request for proposal and your intent to respond with a proposal by **fill in date**.

Proposals signed by authorized officials will be received by (name of Finance Director), Finance Director at (address where governmental unit receives mail or deliveries) until **fill in date** at 2:00 p.m. Envelopes containing proposals should be clearly identified on the front with the words “RESPONSE TO RFP FOR AUDIT SERVICES”. The Finance Office will review the proposals and make a recommendation to the Board of Commissioners on **fill in date** at which time the contract will be awarded.

A pre-proposal conference will be held on fill in date at 2:00 p.m. to answer any questions that might arise and to discuss general background information on the unit and its operations. Information covered at the conference will *not* be sent to audit firms not attending the conference.

(Small units that will not hold a pre-proposal conference may wish to insert the following: Any questions should be directed to (name of person and title), at (phone number). Appointments may be scheduled to discuss further any specific matters necessary in preparing your proposal. Please call (name and title of person) at (phone number) to schedule an appointment.)

Description of the Governmental Entity and Its Accounting System

Entity

Town of Smithfield is a municipality in North Carolina with a population of approximately 12,000. The governing body consists of a Mayor and seven Council members. The Town provides the following services to its citizens: police protection; fire protection; street maintenance; trash, refuse and **recycle** pickup; planning and code enforcement; and parks and recreation. The Town also operates an electric, water plant, water distribution and sewer collection system.

Funds

The Town of Smithfield maintains the following funds:

Governmental Funds

General Fund

Capital Projects Fund

Proprietary Funds:

Water/Sewer Fund

Electric Fund

Capital Projects Fund for each

Fiduciary Funds:

J.B George Fund

Firemen Relief Fund

Budgeted revenues, excluding project amounts, are estimated at (dollar amount) in FY 20X1/20X2. In addition, outstanding debt totaled (dollar amount) as of June 30, 20X2. The (type of unit) continues to maintain a (insert bond rating) bond rating from Standard & Poor's Corporation and (insert bond rating) from Moody's Investors Service and plans to hold a bond referendum in (date, if any bond referendum). We expect to issue (type of bonds, if any) in FY 20X7 to fund(type of project, if any).

Grants, Entitlements, and Shared Revenues

A copy of the Schedule of Expenditures of Federal and State Awards for the year ended June 30, 20X7 is enclosed with this RFP. Also included is a Summary of Auditor's Results showing the major programs for the prior year.

Budgets

The unit budgets all funds on the modified accrual basis of accounting as required by North Carolina law. Appropriations are made at the departmental level. (Indicate level at which the budget is adopted.) The unit also maintains an encumbrance system. Both the budgetary and encumbrance systems are integrated with the accounting system to provide easy comparison with actual expenditures. *(Modify to match your unit's method of budgeting.)*

Accounting Records

The (name of unit) maintains all its accounting records at the finance office located at (physical address). (If other organizations are to be audited under GASB Statement 14, the location of accounting records and financial staff should be provided.) The governmental unit maintains its cash receipts journal, cash disbursements journal, general ledger, and accounts receivable ledger on (type of computer system). The software is (name of software).

Assistance Available to Auditor

The unit will make available to the auditor sufficient help to pull and re-file records, and prepare and mail all necessary confirmations. A trial balance with budgeted amounts will be made available via Excel (or hard copy, e-mail, etc.) on Friday September 7, 20X1. The following accounting procedures will be completed and documents prepared by the unit's staff no later than Friday September 7, 20X1 *(The unit is aware of and understands the need to provide this assistance to the auditor and will make every attempt to meet these deadlines. Smaller units may be able to provide this information at a much earlier date. Adjust dates if necessary.)*:

The books of account will be fully balanced.

All subsidiary ledgers will be reconciled to control accounts.

All bank account reconciliations for each month will be completed.

The unit's personnel will prepare the following items (delete any that the unit will not prepare; and add additional schedules which would reasonably increase the efficiency and effectiveness of the audit):

General

1. Working Balance Sheet for each fund.
2. Working Statement of Revenues, Expenditures, and Transfers for each fund.
3. General Ledger transaction detail report for each account. (List any exceptions)
4. A copy of the original budget, all amendments, and the final budget as of June 30, 20X7.
5. A copy of all project ordinances and all amendments for active projects during the audit period.
6. A copy of the operating and capital lease schedules itemizing contracts in force during the audit period as well as access to the lease files maintained in the (location) office.
7. A copy of board policies, including travel and investment policies.
8. Copies of all correspondence with the staff of the Local Government Commission, including semiannual Cash and Investment Reports (LGC-203), unit letters, faxes regarding the audited financial statements and compliance reports for the previous year.
9. Management's Discussion and Analysis
10. Required supplementary information, e.g. actuarial information of the Law Enforcement Officers' Separation Allowance

Cash and Investments

1. All bank reconciliations for each month
2. List of outstanding checks by account, showing check number, date, and amount.
3. Schedule of all investments for all funds at the audit date, showing book value and estimated market value at fiscal year end.

Receivables

1. Listing of unpaid tax bills in detail totaled by year as of fiscal year end.
2. Listing of outstanding (name of fund) receivables by account as of the fiscal year end.
3. Listing of outstanding (name of service) receivables in detail as of the fiscal year end.
4. Schedule of miscellaneous receivables booked as of the fiscal year end.

Other Assets

1. Schedule of insurance coverage.

Capital Assets

1. Printout of all capital asset acquisitions made during the audit year.
2. Printout of all capital asset dispositions made during the audit year.
3. Access to printout containing calculations used in balancing the Capital Assets subsystem to the government-wide statements.
4. Printout of depreciation expense posted for the audit year.
5. If infrastructure is being recorded on the government-wide statements for the first time, access to the records used to determine the appropriate value for the (type of unit) infrastructure assets.

Current Liabilities

1. Schedule of accounts payable including batch printouts.

Long-Term Debt

1. Computation of vested vacation payable as of the audit date.
2. Debt Schedule for each debt issue and related payments.

Grants

The following will be compiled for each grant:

1. Grant agreement.
2. Budget.
3. All financial reports.
4. Correspondence with the grantor agency, including monitoring reports.
5. CFDA # and/or pass-through grant #.

Conversion

1. Entries to convert from fund to government-wide statements
2. Working Statement of Net Position
3. Working Statement of Activities
4. Allocation of depreciation among functional areas
5. Computation of additions and retirements of compensated absences
6. Reconciliation of fund and government-wide statements
7. Worksheet for determination of major funds
8. Worksheet of combining statements for non-major funds

Size and Complexity of Unit

Personnel/Payroll

Number of employees _____
Frequency of payroll _____
Number of payroll direct deposit advises _____

Property Tax (disclose if collected by another agency)

Number of tax bills issued (without motor vehicles) _____
Number of motor vehicle tax bills issued _____
Total dollar amount of most recent year's collections _____
Total dollar amount of levy _____

(Name of enterprise fund) Billing

Number of statements each month _____
Average number of delinquent accounts at month end _____

Purchasing

Number of purchase orders issued _____

Bank Accounts

Number of bank accounts _____
Number of escrow accounts _____
Average monthly activity in main accounts _____
Number of deposits (Central Depository) _____
Number of checks: _____
 Central Depository _____
 Payroll (direct deposit) _____

Management Information Systems:

Number of PCs on the premises _____
Core storage of the central processing unit _____
Total disk capacity of the system _____
Number of employed programmers capable of modifying
the operating system and the applications programs _____

The following financial applications are on the computer system:

General Ledger
Accounts Payable
Grants/Project Accounting
Payroll
Capital Assets
Accounts Receivable
Taxes Receivable
(Add or delete any of the above depending on the unit's actual system)

The following financial application is on a separate computer system

(List any applications on a separate PC system)

Special Conditions (list any special conditions; below are some possible items)

Does the unit collect taxes for others?
Does the unit perform fiscal or accounting functions for others?
Does the grantor agency or unit require any additional statements or schedules?

New Conditions (list any recent or upcoming changes)

Describe new debt authorizations or sales.
Describe new capital projects.

Contact information:

Name: Greg Siler
Title: Finance Director
Town of Smithfield
350 East Market Street
Smithfield, NC 27257
(919) 934-2116, ext. 1106
(919) Fax
greg.siler@smithfield-nc.com

SUMMARY OF AUDIT COSTS SHEET

1. Base Audit	
Includes Personnel costs, travel, and on-site work	\$ _____
2. Financial Statement Preparation	\$ _____
3. Extra Audit Service	
\$ _____ per hour	\$ _____
4. Other (explain)	
_____	\$ _____
5. Other (explain)	
_____	\$ _____
<u>TOTAL</u>	\$ _____

**Town of Smithfield
Town Council
Action Form**

Item: Engineering Retainer Proposal with DM2 Engineering, PLLC

Date of Meeting: May 3, 2016

Date Prepared: April 22,2016

Background: Please reference the April 11, 2016 update Engineering Retainer Proposal from DM2 Engineering, PLLC. Bill Dreitzler, PE has been assisting the Town with engineering services since February of this year. Attached is the Interim Manager's Report to Council dated March 1, 2016 whereby Mr. Dreitzler services were proposed. At that time, Mr. Dreitzler was retained for a three month trial period. That trial period has now expired and staff is seeking direction as to whether the Council desires to continue to retain the engineering services of DM2 Engineering, PLLC. Mr. Dreitzler has provided exemplary service to the Citizens of Smithfield and the staff for the past 3 months.

Interim Manager Jim Freeman has confirmed with Finance Director Greg Siler as to funds being available for FY 2015-2016 budget to approve said agreement. There are funds available to do so.

Board Action requested: Review the Engineering proposal from DM2 Engineering and consider if the Town would like to continue to retain the services of Mr. Dreitzler.

Interim Manager's Opinion: It is the Interim Manager's opinion that the referenced service by Mr. Dreitzler has been and would be beneficial to the Town. During the past three (3) months, Town Departments are pleased with having access to a professional engineer for his guidance and assistance.



William W. Dreitzler, P.E.
211 East Quailwood Drive
Fuquay Varina, NC 27526
Phone: (919) 818-2235
bdreitzler@dm2engineering.com

Nicholas S. Rightmyer, P.E.
P.O. Box 1448
Roanoke Rapids, NC 27870
Phone: (252) 532-2364
nrightmyer@dm2engineering.com

December 27, 2015

April 11, 2016 (updated)

Mr. Jim Freeman, Interim Town Manager
Town of Smithfield, North Carolina
350 E. Market Street
Smithfield, NC 27577

Reference: Updated Engineering Retainer Proposal

Dear Mr. Freeman:

DM2 Engineering, PLLC is pleased to submit our Proposal to provide engineering and technical support services to the Town of Smithfield, NC. Recognizing the professional needs of a municipality along with the associated budget constraints, I am proposing a retainer fee that will allow the Town to spread out the cost of professional services over a fiscal budget cycle and help eliminate unanticipated costs. The Scope of Services below will be provided to the Town each month regardless of the time required. This approach will assure that the Town is represented by a licensed professional engineer who will operate as a member of the staff. Furthermore, my personal experience within eastern NC spans nearly 30 years and allows the Town access to someone who has a long history working not only with NCDOT's Division and District personnel and NC DEQ's (NC DENR) regulatory staff, but also with other local governments in our region.

I am very confident that the retainer approach to engineering and technical support services can be a positive benefit for the Town of Smithfield. Functioning as a member of the staff, I will provide support services to Public Utilities, Public Works, Planning, Parks and Recreation, as well as the Administrative department. I have been providing staff level engineering support service to the Town of Angier since September 2012 and the Town of Erwin since April 2013. I have found that time commitment and accessibility are keys for this service approach to be successful. That is the reason I have not considered approaching another municipality over the last 3 years. My history with the retainer approach allows me now to confidently commit to the Town of Smithfield that I will be able to provide the high level of service, time commitment and accessibility that will benefit the Town.

It is important to emphasize the "staff" aspect of the proposal. While the retainer agreement would be between the Town of Smithfield and DM2 Engineering, I will function as a member of the town staff. Our job would be to represent Smithfield as your Town Engineer. Therefore, we do not pursue any town engineering project. Furthermore, we do not pursue engineering projects within the town's planning jurisdiction. For town engineering projects, I will be available to write RFP's, support the selection process, and assist with the

management of consultants contracted by the town. The engineering retainer arrangement will not interfere with existing relationships that the town has with other engineering consultants. It will provide the town with an additional layer of professional oversight to protect the best interests of the town.

DM2 Engineering, PLLC is a small 2-person firm dedicated to serving municipalities. My partner, Nick Rightmyer, P.E., works from our Roanoke Rapids office. We also have an engineering retainer agreement with the City of Roanoke Rapids, and Nick functions as their staff engineer. Nick will also be available to support the needs of the Town of Smithfield as well. If there are circumstances where I am unavailable, Nick will serve as additional support. We have the capability to produce construction documents and include preparation of Powell Bill Mapping within our retainer scope of services. A copy of our company profile is attached. The Scope of Services listed is intended to provide a basic outline of the support to be provided; however, support is not limited to only those items listed below. Work that would typically be provided by a town staff engineer is the intent of this Agreement. Please consider the following:

SCOPE OF SERVICES

DM2 Engineering will perform the following Scope of Services as they relate to the above proposed retainer contract:

1. Attend Town Council meetings as Town Engineer.
2. Prepare a monthly Engineering Staff Report for inclusion in the Council meeting packet.
3. Attend Planning Board meetings as Town Engineer.
4. Assist the Planning Department as needed with the Upper Coastal Plain Rural Planning Organization.
5. Provide engineering technical review and comment for Site Plan Submittals.
6. Provide site inspections for construction projects that have been permitted by the Town.
7. Provide site inspections and construction administration services for Town of Smithfield projects.
8. Provide technical assistance as needed with regards to storm water management.
9. If requested by the Planning Department, provide technical review and comment for any sections of the Town's Standard Detail and Specification Manual and/or Unified Development Ordinance that may require review and/or update.



10. Assist the Town and/or private consultants working with the Town, with the preparation of Grant Applications.
11. Assist the Town and work with members of the public who have technical issues such as storm drainage.
12. Prepare the Town's Powell Bill mapping submittal.
13. Assist the Town's Public Utilities staff as may be required. This can include evaluation, cost estimating and recommendations regarding potential water and sewer extensions that the Town may consider. In addition, support services can include assistance with utility rate evaluations, inflow/infiltration issues, construction standards, etc.
14. Assist the Town's Public Works staff as may be required. Areas of support can include street resurfacing, street pavement condition evaluations, solid waste issues, storm drainage, etc.
15. Assist the Town's Planning Department staff as may be required.
16. Assist the Town's Recreation Department staff as may be required.
17. Work from Town Hall a minimum of ½ day per week to be available for staff and the public as may be required. A specific day will be established whereas staff and the public will know the Town Engineer will be available. This scope item simply sets a minimum with regards to working from the town office and allows for scheduling with other staff and the public. However, it is not meant to reflect the number of hours representing the town each week. Based on history, the town can anticipate between 40 and 60 hours a month.

ADDITIONAL SERVICES

Additional services required beyond that stated in the Scope of Services will be provided if so requested at an agreed upon rate.

RESPONSIBILITY OF OWNER

The following items are to be provided by the Town of Erwin:

1. Provide access to any information that may be required to perform the scope of services.



SCHEDULE

DM2 Engineering proposes that the initial Trial Agreement begin February 3, 2016 and run for 3 months through April 30, 2016. If at the end of this initial 3-month trial period the Town of Smithfield is satisfied with the services being provided under this retainer agreement, then the agreement would either be extended 14 months to align with the Town's budget cycle, or at an alternate time frame that best suits the Town of Smithfield. The Agreement would be re-evaluated at each annual budget cycle.

Execution of this revised Agreement extends the service time frame from May 1, 2016 through June 30, 2017 to align with the town's fiscal budget cycle. Any future extensions would require approval during the town's normal budget process.

FEES

DM2 Engineering will provide the above services on a monthly basis, regardless of the time required, for a retainer fee of \$3,000/month paid the first week of each month at the Town's normal payment schedule.

To affect the acceptance of this Retainer Agreement, please execute both originals and return a copy to our office. We appreciate the opportunity to provide this proposal for our services to the Town of Smithfield, NC.

Sincerely,
DM2 Engineering, PLLC



William W. Dreitzler, P.E.
Managing Partner

The Scope of Services, Terms and Conditions of this Retainer Agreement are accepted.

Town of Smithfield, North Carolina

print/type individual, firm or corporate name

print/type name of authorized representative with title

signature of authorized representative

date

Town of Smithfield, NC
Interim Manager's General Report
March 1, 2016

The following brief report items may be of general Council interest:

1. Unified Development Ordinance Update Process: *Advisory Committee*

In reference to Council's February 2nd Holland Consultant Planning (HCP) contract approval, a February 17th staff meeting with HCP consultant Dale Holland was held as to the Unified Development Ordinance (UDO) revision process and timeline. At said meeting, discussion noted that it may be best that an Ad Hoc Advisory Committee be formed to address initial consultant drafting/questions. Thereafter, the Planning Board would review and later present recommendations to Council. It was suggested that the proposed Ad Hoc Committee be comprised of three (3) Planning Board members and Mayor and/or Council appointed two (2) Council members (**Exhibit #1A**). In the past, this responsibility was usually tasked to the planning board/staff and later presented for Council's consideration.

Therefore, unless Council desires otherwise, it is recommended that by next Council meeting, Mayor/Council consider appointing two (2) council members to serve on the UDO Ad Hoc Committee. The Committee is considered to be a working committee charge with completing the full revised UDO by September 2016 for Planning Board review and October 2016 for Council consideration.

2. Police Department: *NC Training & Standards & CALEA Reports*

Per information, the North Carolina Training and Standards Commission recently completed a training standards audit on sworn staff of the Smithfield Police Department. Such Department audit has not taken place in many past years, but is intended to be done every three (3) years. Police Chief Michael Scott was proud to report that there were no found department deficiencies and all training files were promptly documented (**Exhibit #2A**).

In a related department reporting matter, provides the Governing Body a copy of its CALEA Accredited 2015 Annual Report...at Council's desk.

3. Professional Temporary Services: *DM2 Engineering & Fire*

Please find an activity status report (January – February period) as submitted by DM2 Engineer Bill Dreitzler (**Exhibit #3A**). As reported previously, DM2's engineering service is available to all departments and is on a three (3) month trial basis.

In another matter, please be informed that during an upcoming six (6) weeks, Fire Chief John Blanton will be receiving support and guidance assistance from Fire Consultant Dan Jones (**Exhibit #3B**). The estimated range cost for the provided service (**Exhibit #3C**) should be \$2,500 - \$3,000 and can be covered within the existing budget.

4. Briefly:

Please find below some items that may be of interest to Council:

- A. FY 2016-17 Budget Process** – Starting next Tuesday, May 8th, one-on-one department head budget review/discussion meetings begin with the Interim Manager and Finance Director. This process will be over a two (2) week period.
- B. Employee Personnel Policy Handbook** – Please be informed that staff and the Interim Manager completed a review of the September 4, 2012 Employee Personnel Policy Handbook. The review resulted in a need for a few updates and some suggested revisions. It is anticipated, that at Council's April meeting, a revised draft handbook could be presented for Council's review and later consideration.
- C. Smithfield Crossings: USDA Financing** – Per your information, Finance Director Greg Siler reports the loan proceeds in the amount of \$201,000 from the USDA has been released to the Town. USDA has been satisfied with all the closing documents. From a USDA standpoint, the Smithfield Crossing Project is complete.
- D. No Thru Truck Zone South Third Street** – Please be informed, Public Works Director Lenny Branch reported that signs are being fabricated and should be installed in the coming weeks for the no thru truck zone on South Third Street. DOT is also considering installing some deflectors at Market Street and South Third Street intersection. If needed, Public Works Director Lenny Branch can provide further details.
- E. Town Offices Closed** – Friday, March 25th for the Good Friday Holiday.

TOWN OF SMITHFIELD, NC

ENGINEERING SUPPORT SERVICES LOG

<u>DATE</u>	<u>WORK DESCRIPTION</u>	<u>HOURS</u>
1/26/2016	Projects Discussion with Jim, Pete, and Lenny Smithfield Crossing Drainage	3
1/28/2016	Texas Steakhouse Drainage, Calcs, Schematics	2.5
2/2/2016	Staff Mtg 111 Brook Place Stormwater Evaluation Smithfield Crossing - Wall Issue Projects Mtg with Paul BOC Mtg	6.5
2/4/2016	111/125 Brook Place - Site Visit (rain event) 24 White Oak Drive Drainage - Site Visit 24 White Oak Drive Topo Evaluation Smithfield Crossing Drainage - Lenny Smithfield Crossing Wall Evaluation	6
2/8/2016 (office)	Solar Ordinance Documents Review Contract Docs - Inclusion Park & Miracle Field	1.5
2/9/2016	Mtgs with Paul Embler and Jim Freeman Smithfield Crossing Screen Wall Outlet Center Drive Ditch Lining Project	3.5
2/11/2015	Mtgs with Jim Freeman and Pete Connet Constructability Review - Outlet Center Drive Ditch Review of County's WWT Billing Process Inclusion Park Bid Opening Smithfield Crossing Site - Measure for Sidewalk	7.5
2/16/2016	Site Mtg with Smithfield Crossing Residents, Town Manager, and Commissioners to assess screen wall	2
2/18/2015	Review screen wall with Paul Embler 233 Tyler Drive Sewer Connection Site Visit Park bid review analysis with Gary Johnson Evaluate storm drain issues (2 locations) Russell R.	6
2/22/2016	Park bid review mtg with consultant and Gary J.	1.5
2/24/2016	233 Tyler Drive Meeting with Owner Paul Embler on Annexations Utility Billing Meeting	3.5
		43.5

Exhibit #3A

**Town of Smithfield
Town Council
Action Form**

Item: Budget Amendments to Close Out Multiple Capital Projects

Date of Meeting: May 3, 2016

Date Prepared: April 26, 2016

Staff Work By: Greg Siler, Finance Director

Presentation: Consent Agenda

Background: These budget amendments represent capital projects that are complete and therefore should be closed out.

Financial Impacts: None

Action Requested: Approve as presented

BUDGET AMENDMENTS**May, 2016****Water and Sewer Capital Project Fund****1. Revenue**

45-3900-1210 Transfer From W/S Fund -Center Point Loop	\$ 15,000	\$ (15,000)	\$ -
45-3900-1230 Transfer From W/S Fund - W. Smithfield I & I	100,000	(100,000)	-
45-3900-1220 Transfer From W/S Fund - Fire Hydrant Replacement	50,000	(50,000)	-
45-3900-1270 Transfer From W/S Fund - Sewer Line Rehab I95	191,000	(191,000)	-
45-3900-1304 Transfer From W/S From - Hwy 70 Bridge Replacement	372,810	(372,810)	-
45-3900-1305 Reserve For Future Capital	462,935	(462,935)	-
45-3290-0000 Interest	35,143	(35,143)	-
	<u>\$ 1,226,888</u>	<u>\$ (1,226,888)</u>	<u>\$ -</u>

BEFORE**ADJ.****AFTER****Expenditure**

45-7220-7401 Center Point Loop	\$ 15,000	\$ (15,000)	\$ -
45-7220-7402 W. Smithfield I & I	100,000	(100,000)	-
45-7220-7403 Fire Hydrant Replacement	50,000	(50,000)	-
45-7220-7406 Sewer Line Rehab I95	191,000	(191,000)	-
45-7220-7411 Hwy 70 Bridge Replacement	372,810	(372,810)	-
45-7220-7400 Contingency	498,078	(498,078)	-
	<u>\$ 1,226,888</u>	<u>\$ (1,226,888)</u>	<u>\$ -</u>

To close completed Projects

General Capital Project Fund**2. Revenue**

46-3900-6300 Briar Harbour - LOC	\$ 276,000	\$ (276,000)	\$ -
46-3900-5302 Transfer from G.F./Fire Station Renovation	485,451.23	(485,451.23)	-
46-3900-0400 Loan/Street Resurfacing	1,500,000	(1,500,000)	-
46-3900-0401 Transfer From G.F./Street Resurfacing	90,000	(90,000)	-
46-3900-3100 Trail Grant	1,057,150	(1,057,150)	-
46-3900-3000 Transfer From G.F./Trail	133,205	(133,205)	-
46-3900-6200 Loan/Community Center	7,500,000	(7,500,000)	-
46-3900-6201 Grant/Community Center	950,951	(950,951)	-
46-3900-6202 Bond Community Center	475,000	(475,000)	-
46-3900-6203 Loan/Community Center	234,000	(234,000)	-
46-3290-0001 Escrow Interest/Community Center	131,011.64	(131,011.64)	-
46-3900-1100 County Grant/Community Center	125,000	(125,000)	-
46-3900-1261 Transfer From G.F./Community Center	197,004.70	(197,004.70)	-
	<u>\$ 13,154,774</u>	<u>\$ (13,154,774)</u>	<u>\$ -</u>

Expenditure

46-4900-0001 Briar Harbour	\$ 276,000	\$ (276,000)	\$ -
46-5300-7401 Fire Station Renovation	485,451.23	(485,451.23)	-
46-5600-0002 Street Resurfacing	1,590,000	(1,590,000)	-
46-6200-7402 Trail	1,190,355	(1,190,355)	-
46-6200-7403 Community Center	9,612,967.40	(9,612,967.40)	-
	<u>\$ 13,154,774</u>	<u>\$ (13,154,774)</u>	<u>\$ -</u>

To close completed projects

Electric Capital Project Fund

3. Revenue

47-3900-1200 Transfer From Electric Fund/Pole Replacement	\$ 125,000	\$ (125,000)	\$ -
47-3900-1700 Transfer From Electric Fund/Substation	1,464,953	(1,464,953)	-
47-3900-1800 Loan/Substation	5,000,000	(5,000,000)	-
47-3900-1900 Transfer From Electric Fund/Smithfield Crossing	65,000	(65,000)	-
47-3290-0000 Interest/Substation Loan	113,867	(113,867)	-
	<u>\$ 6,768,820</u>	<u>\$ (6,768,820)</u>	<u>\$ -</u>

Expenditure

47-7230-7401 Pole Replacement	\$ 125,000	\$ (125,000)	\$ -
47-7230-7402 Substation	6,578,820	(6,578,820)	-
47-7230-7405 Smithfield Crossing-Electric	65,000	(65,000)	-
	<u>\$ 6,768,820</u>	<u>\$ (6,768,820)</u>	<u>\$ -</u>

To close completed Projects

APPROVED: _____
Andy Moore, Mayor

VERIFIED: _____
Shannan Williams, Town Clerk

**Town of Smithfield
Town Council
Action Form**

Item: Board Appointments

Date of Meeting: May 3, 2016

Date Prepared: April 22, 2016

Staff Work By: Shannan Williams

Presentation: Consent Agenda

Presentation:

Current Board vacancies are as follows:

Appearance Commission – 4 positions

Parks and Recreation Advisory Commission – 2 Positions
and 2 High School student positions (2 year term)

Planning Board – 1 ETJ Alternate Position

Board Appointment Considerations

1. Jeremy Davis has submitted an application for consideration to be appointed to the Appearance Commission and the Parks and Recreation Advisory Board.

There have been no other inquiries at this time.



Town of Smithfield
Board, Commission, or Committee
Application

Name: DAVIS (Last) Jeremy (First) B (MI)
Home Address: 412 North Second Street, Smithfield, NC 27577
Business Name & Address:
Telephone Numbers: (Home) (Mobile) (Email)

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

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

Interests & Skills: Outdoors - (Hunting, Fishing, Running, Golf)
Information Technology - 10+ years experience in large scale system integrations

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

Recent Job Experiences: IT Consultant @ BB&T

Civic or Service Organization Experience: Boy Scouts of America, Special Olympics of North Carolina, SafeChild Advocacy Center

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

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

Why are you interested in serving on this Board/Commission/Committee? Become more involved
in the community

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Jeremy Davis

Signature: [Handwritten Signature] Date: 4/24/16

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

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

Town of Smithfield Town Council Information Form

Item: Filled Vacancies

Date of Meeting: May 03, 2016 **Date Prepared:** April 26, 2016

Staff Work By: Tim Kerigan, HR Director

Background

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

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 15-16 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Police Officer I	Police	10-5100-0200	\$15.27/hr (\$34,143.72/yr)
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T SRAC Staff	P&R – Aquatics	10-6220-0210	\$9.00/hr
P/T SRAC Staff	P&R – Aquatics	10-6220-0210	\$9.00/hr

**Town of Smithfield
Town Council
Action Form**

Item: Additional Sign

Date of Meeting: May 03, 2016

Date Prepared: April 28, 2016

Staff Work By: Chief Michael L. Scott

Presentation: Consent Agenda

Presentation:

The police department has received a request to place one "No Through Street/Dead End" sign on Pinecrest at the corner of South Brightleaf Blvd. A resident of Pinecrest has noticed large trucks and busses in increased regularity, pulling into Pinecrest, assuming it is a through street. Pinecrest is a dead end street without a cul-de-sac. The street is only about two blocks long. It is possible a GPS upgrade may be designating Pinecrest as a through street creating this new problem. These large vehicles are then forced to back out onto Brightleaf Blvd, creating traffic problems and possible hazards. The police chief has reviewed the location and the request and agrees with placing one sign at this location.

Action Requested:

It is requested the necessary protocols be completed so the signage mentioned above can be placed at the requested location.

Business Items



**Town of Smithfield
Town Council
Action Form**

Item: Community Utilization Request: Smith Collins Park Concession

Date of Meeting: May 3, 2016

Date Prepared: April 22,2016

Background: Per Council's April 5th received Citizen Comments, Mr. Tony Nixon is scheduled to appear before Council in order to request that the East Smithfield Improvements Organization (ESIO) be permitted to operate the Smith Collins Park Concession (**SEE included Map**). Primarily the Organization desires operating the concession during its annual "Fun in the Park" Event in order to offset event costs. Additionally, the organization would like to seek further Council approval for said concession use regarding other Community events throughout the year.

Resulting from Council's April 5th discussions (**SEE included Excerpt Minutes**), the Interim Manager was directed to look into the possibility of permitting the Community to utilize the Smith Collins Park Concession facility for neighborhood events...*preferably at no cost*. Presently the concession facility is considered surplus property and not utilized by the Town.

On April 13th, the Interim Manager and Recreation Director met Community Representatives Alice King, Tony Nixon and Council Member Marlon Lee to discuss their request. As a result of said discussions, it was understood that said community organization would be willing to enter into a one year arrangement/understanding. In doing so, the organization would be responsible for building maintenance/cleanup, "if applicable", responsible for any Health Department compliance and at a minimum execute a hold harmless agreement. It was understood that utility usage would be minimal.

Board Action Request: The Council is being requested to consider entering into a no cost one-year informal (written) arrangement, whereby the East Smithfield Improvements Organization could utilize the Smith Collins Park Concession as presented this evening.

Interim Manager's Opinion: Noting there are no Town plans utilizing the concession, it is the Interim Manager's opinion that a short term (*year or less*) arrangement with said Community Organization for this referenced request, builds positive relationships. If after the year, there should be any concerns, the Town could reassess its decision or continue on with another short term arrangement.

Smith Collins Park



Property Owner:
Town of Smithfield

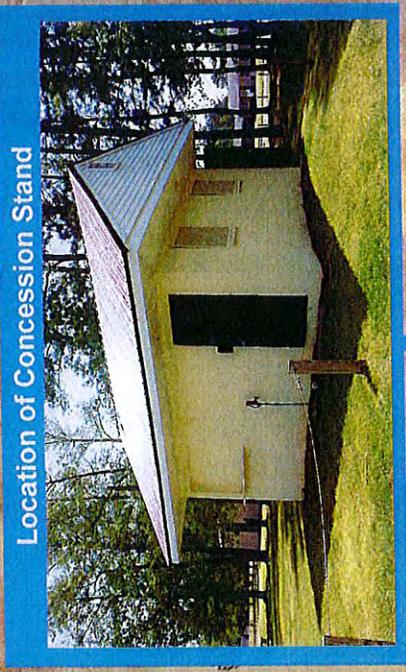
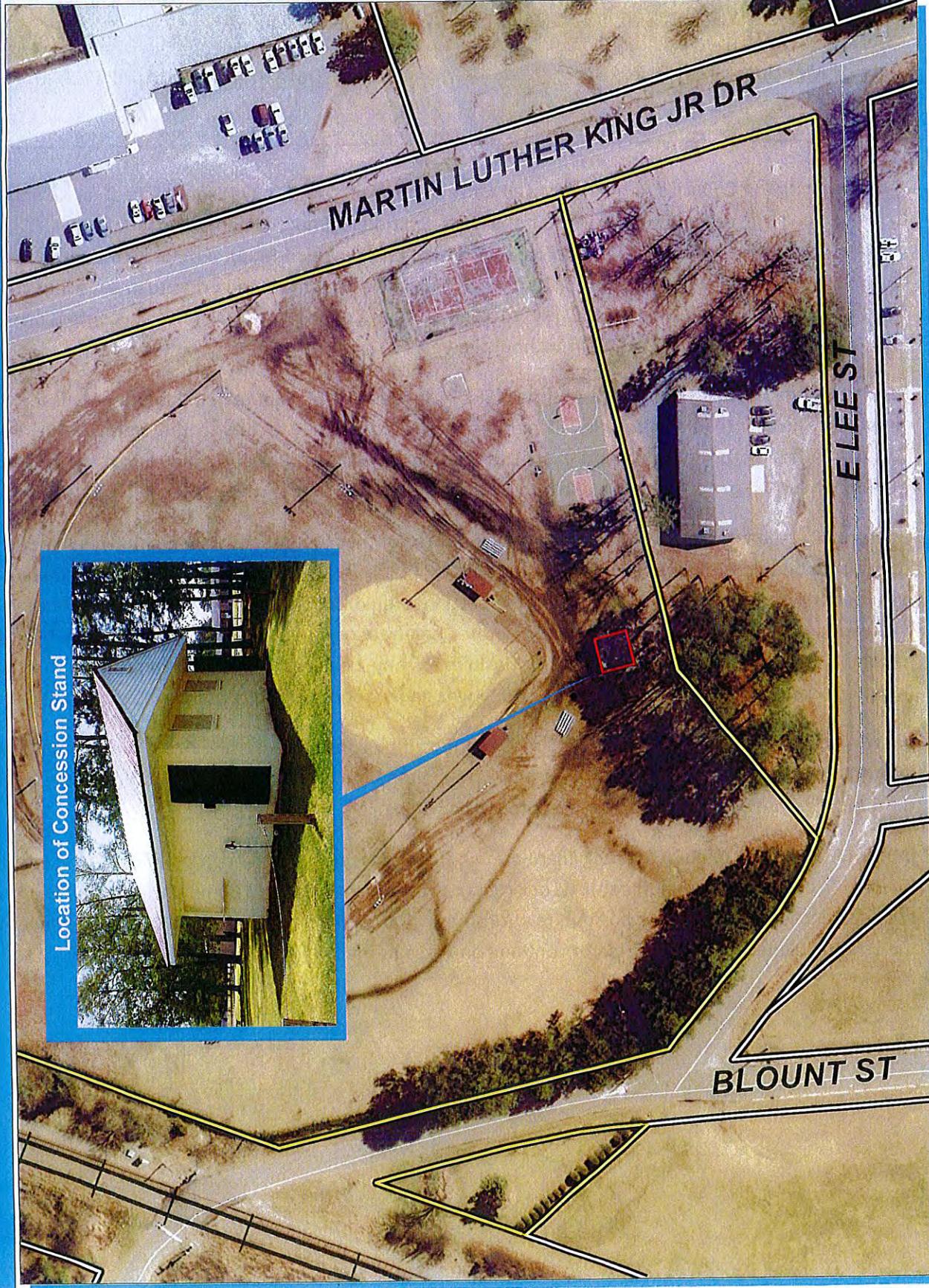
Location:
900 Block of
East Lee Street

Tax ID#:
15L11005D

Zoning District:
O&I

Map created by the
Mark E. Helmer, AICP
Senior Planner,
GIS Specialist
on 4/27/2016

1 inch = 30 feet or
0 15 30 60 90 Feet



Location of Concession Stand

Excerpt of the Minutes from the April 5, 2016 Regular Town Council Meeting

Citizens Comments

- *Tony Nixon of 8 Cedar Drive requested that the Council consider allowing the East Smithfield Improvement Organization (ESIO) to operate the Concession stand at Smith Collins Park. Mr. Nixon explained that the ESIO sponsors a Fun in the Park Community event for the Town of Smithfield every year. In order to offset some of the costs of the Fun in the Park Community event, the ESIO would like to utilize the concession stand during the spring and summer season and during events. The ESIO would be responsible for stocking and manning the concession stand.*

Mayor Moore responded that the Interim Town Manager Jim Freeman would meet with him regarding the details of his proposal.

Mr. Freeman responded that he would contact Mr. Nixon to discuss this by Thursday, April 14th and schedule this request for a May Council meeting consideration.

Councilman Scott stated that this building was currently vacant and should be used. If possible, the staff should find this request favorable and try to assist the East Smithfield Improvement Organization with this request.

Town of Smithfield

Town Council

Action Form

Business Item: Smithfield Selma Sports Academy

Date of Meeting: May 03, 2016 **Date prepared:** April 26, 2016

Staff Work by: Gary Johnson, Parks and Recreation Director
Tim Kerigan, General Government

Presentation:

During the April 05, 2016 Council meeting there were a number of citizens comments regarding the continued operation and purpose of the Smithfield-Selma Sports Academy (SSSA). Noting that some Councilmembers were not familiar with the SSSA, Council requested staff to further look into the origin and current operations of the organization and report to Council at the May meeting.

An April 26th email, outlined the SSSA background report was provide by staff to the Council.

Action Requested by Council:

Staff requests that Council reviews the provided general background report regarding the origin and present operation of the SSSA. Staff is open Council desire as to the Town becoming further involved with the SSA or not. If Council desires further involvement, staff seeks direction as to pursue written policy/guidelines for said organization and continue non-charge utilization of recreational facilities under the Town's direct or arrangement control (i.e., Johnston County School System facilities and/or Town of Smithfield facilities.



MEMORANDUM

To: Mr. Jim Freeman
From: Gary Johnson and Tim Kerigan
Re: Smithfield-Selma Sports Academy
Date: April 26, 2016

Mr. Freeman,

Per the request of yourself and Council, please find the following information:

In March of 2014, a large meeting was held in the Smithfield Recreation & Aquatics Center regarding youth sports and the Athletics Program at Smithfield-Selma High School. The meeting was led by former town manager, Paul Sabiston. In attendance was then principal of SSS Mike Taylor, Parks & Recreation Director Tim Johnson, Assistant Parks & Recreation Director Gary Johnson along with staff from the SSS Athletics Department and various coaches as well as other stake holders throughout the community.

The purpose of this meeting was to discuss ideas as to how to improve the athletics in the Smithfield-Selma area in an attempt to help improve the Athletics at Smithfield-Selma High School and to improve the overall image and perception of the school. It was largely determined that one way would be the creation of a Smithfield-Selma Sports Academy. The major entities involved (Johnston County Schools in the Smithfield area and the Town of Smithfield and it's Parks and Recreation Department) agreed to share it's resources with the Academy through the reciprocal agreement the groups had shared for years.

Through this partnership, because we are an area of low socioeconomic status with higher at risk youth, the SSSA would provide a low cost opportunity for children of the area to participate in a higher level of play than what most Parks and Recreation programs are designed and can effectively provide. Although the program was designed to cater to the children of the Smithfield-Selma area, it was also globally understood within the group that in the early years, in order to build awareness and participation, participants from surrounding areas may be needed in order to fill out team rosters. Without outside participation, especially in the early years, it was feared we would be able to provide this opportunity to those youth in the area that truly wanted and deserved these opportunities. It was and is the continued goal, however, to fill the rosters with Smithfield-Selma youth, and to make sure ours are provided the opportunity prior to those from the outside.

It was recommended by the manager and staff that if at all possible, participants would participate in Parks and Recreation and/or the schools athletics programs, although this participation was not made mandatory. Although basketball is the sport that is of concern at this time, the original intent was for all sports to have an Academy. Baseball had already had a very similar program in place. Various coaches were asked to lead different sports for the "Academy". It was asked of all that were in attendance of the initial meeting to step up and assist the formation and coaching of any sport in which one may be interested. At the urging and request of Mr. Sabiston, James Robinson volunteered to lead the basketball program.

The first year, the SSSA fielded one team of nine players, five of which were from Smithfield. The following year, the organization fielded three teams, and in the current year this year the SSSA has five teams. Currently, of the 54 players involved, 26 of them reside in Smithfield-Selma High School district or will be attending SSS.

The SSSA is self supporting and self sufficient and no funding has ever been provided by the Town of Smithfield. The Parks and Recreation Department serves as a support mechanism and liaison between the Academy and the school system by reserving and coordinating gym space at various locations. In the beginning stages, the Friends of the Parks served as a conduit for parents to write their checks. Because of the quick growth and number of players and teams, it became too much work for the FOP volunteer to manage. Currently, the teams manage their own finances and have provided documentation as requested. Further documentation has been volunteered should it be needed. The SSSA is currently seeking to obtain it's own Tax-Id number to help with the creation of it's own account and finances.

Questions that have arisen concerning the SSSA:

What is the purpose of the Academy? Where can a copy be obtained?

As the universally understood intent of the SSSA from the initial meeting was to provide an additional outlet for athletes to participate at a higher level than what the local recreation programs could provide in an effort to help SSS athletics. An actual Mission Statement was never written.

If purpose of the SSSA is to bring pride to Smithfield-Selma High School and train elite athletes for SSS, why are kids from other areas being allowed to participate?

With the goal of providing a program for local players, it was also understood that if there were not enough participants from the Smithfield-Selma area to field a team, participants may come from other areas in order to fill the rosters, especially in the early years.

What sports are included in the Academy?

At this time, basketball is the only sport being included in the Academy, although baseball has a similar program affiliated with Parks and Recreation. At such a time a parent group shows interest in beginning a program for different sports, discussions with them could lead to additional sports and teams. All sports offered at SSS were represented at the initial meeting including Soccer, Basketball, Baseball, Football as well as Wrestling, Tennis, Swimming, Track and Field, Etc.

When the SSSA uses Town facilities, are they being charged like other teams? If they hold tournaments, are they charging or being charged for the facilities utilized?

No. Per a verbal agreement between the Town and SSSA and reciprocal agreement with the Town and JCS, in order to keep fees down and offer this program to as many Smithfield youths as possible, facility usage fees are not charged. It was also further agreed, that they would not be charged for fund raising events such as tournaments, etc.

There have been concerns/questions about players and/or coaches involved with the SSSA participating on other teams.

Some players (especially those that specialize in one specific sport) and coaches may participate with more than one team. Other teams have different missions and purposes and are in no way affiliated with the SSSA nor the Smithfield Parks and Recreation Department and do not use any facilities associated with either for practice and/or competition.

2016 SSSA SPRING BASKETBALL ROSTERS

DIVISION (AGE GROUP)	RESIDENCY
15 AND UNDER	Smithfield Smithfield Smithfield Smithfield Smithfield Smithfield Smithfield Princeton Newton Grove Smithfield Smithfield Smithfield Smithfield
14 & UNDER	Smithfield Four Oaks Goldsboro Goldsboro Smithfield Selma Goldsboro Goldsboro Selma Selma
13 AND UNDER	Micro Micro Four Oaks Micro Four Oaks Four Oaks Smithfield Micro Smithfield

DIVISION (AGE GROUP)	RESIDENCY
12 AND UNDER	Four Oaks Four Oaks Princeton Princeton Smithfield Smithfield Princeton Kenly Smithfield Four Oaks Smithfield Smithfield
11 AND UNDER	Unknow Smithfield Smithfield Goldsboro Goldsboro Goldsboro Smithfield Goldsboro Unknow Unknow

NOTE:

Detailed addresses may be viewed upon request. All information current as April 26, 2016.



Memo

To: Jim Freeman, Interim Town Manager and Lenny Branch, Public Works Director
From: Bill Dreitzler, P.E., Town Engineer
Date: April 25, 2016
Re: 406 Birch Street – Drainage Evaluation

On Thursday, April 7, 2016 Lenny Branch and I completed a field drainage assessment at 406 Birch Street. On Friday, April 8, 2016 I made a second visit to the property to verify notes from April 7th. Please consider the following findings:

- Although the neighborhood has very little grade differential (very flat), the land generally drains south towards Old Goldsboro Road.
- A 4-inch plastic drainage pipe is visible along the Birch Street curb line just a few feet above the driveway connection for the property. The yard drainage pipe is a french drain system that the property owner had installed. It is my understanding the pipes were installed in the yard many years ago to alleviate groundwater problems. The pipe may be clogged and therefore inoperable.
- There was no visible evidence that the back or side yard areas stay wet. The ground was reasonably firm and the home owner is able to keep the grass cut. However, there was evidence that the crawl space under the home stays wet.
- The underground public storm drain pipe system begins at 312 Birch Street, or 4 houses down the street from the location evaluated.
- I reviewed video provided by Lenny Branch that shows the gutter section from 406 Birch Street flowing south indicating adequate grade towards the inlet at 312 Birch. I also reviewed video provided by Lenny Branch showing the gutter sections the day after a storm event and they were essentially dry, again an indication of suitable grade for drainage.
- There was evidence based on silt and color of the concrete to indicate that there is likely some ponding that occurs during a rain event between the 4-inch plastic pipe that discharges into the gutter and the driveway to the residence. However, the video I reviewed indicates that ponding in this area does not remain long after a rain event.

- On Friday, April 22, 2016 I met with Ms. Washington at her property for about an hour to discuss her drainage issues as well as findings from my assessment. We discussed the area in her back yard that ponds. It is a low area that extends across a portion of her back yard. We also discussed her crawl space and that it does not appear to be waterproofed. I did inform Ms. Washington that neither the ponding in the back yard, nor the wet crawl space area was a result of the drainage system for Birch Street. She also indicated that the french drain pipe system installed in her yard has not been functioning for some time. We discussed having a new system installed; however, she indicated she did not have the resources for such a project. Specifically with regards to repairs to her home (water proofing). I did commit to Ms. Washington that I would investigate any potential grant type (CDBG) funding sources and let her know if I was able to find anything that would help.

Conclusion and Recommendation: The drainage system for Birch Street appears to be functioning satisfactorily, especially considering the minimal elevation change along the street. I am confident that no stormwater originating within the town's street right-of-way ends up under the home at 406 Birch Street. I have designed many residential subdivisions over the years and it is common engineering practice for curb and gutter streets to begin the underground pipe system down grade of a cul-de-sac. A drainage system is just that, a system that includes open ditches, gutter sections, and sometimes underground pipes. The inlet at 312 Birch Street is only 21-inches deep to the invert of a 12-inch reinforced concrete pipe. Accounting for wall thickness, the top of the existing pipe only has 6-inches of cover. Extending the 12-inch pipe north to Ms. Washington's property would require approximately 22-inches of rise (375 LF). Therefore, extending the existing pipe is not an available option. Even if it was an option, it is my opinion that it would not be practical or beneficial to the street drainage system.

My recommendation for the ponding in Ms. Washington's back yard during storm events is for her to have a contractor evaluate the 4-inch drain pipe and make a determination as to the level of repair necessary. Secondly, if she is going to have a french drain pipe that extends to the town's gutter line, she might consider a discharge point into the street below the driveway to keep any potential ponding away from the mailbox and the driveway connection. It should be noted that installing a new french drain system will not alleviate ponding in the low areas; it will simply help keep her yard soils adequately drained. It is my understanding that when initially installed, the french drain system functioned very well and flowed consistently. This is indicative that the area has high groundwater levels. It will take additional fill in her back yard area to address the low spots; however, caution is noted regarding fill in that there must be a plan as to exactly where the water will flow if fill is brought in. If not, the net result may simply be moving the ponding from one location to another.

I would also strongly recommend that Ms. Washington have her crawl space water proofed. As noted, I am looking into possible funding sources for her to address this issue.

Sincerely,



Bill Dreitzler, P.E.
Town Engineer

**Town of Smithfield
Town Council
Action Form**

Item: FY 2016-2017 Budget Work Sessions

Date of Meeting: May 3, 2016

Date Prepared: April 26, 2016

Background: In reference to NCGS 159-11(b) (SEE included reference) a proposed balanced budget is to be submitted by the Budget Officer (Town Manager) to the governing body and available for public inspection by June 1st. In anticipation of a new Town Manager and needed Council input, staff suggests that Council begin budget work sessions on Monday, May 9th at 6:00 pm in the Council Chambers. Depending upon work progress, further needed work sessions could be determined then, on Wednesday May 11th and anticipating the third on Thursday, May 12th.

Per information, there have been many staff hours over the past months in dealing with the budget. When presented to Council, your input/feedback to develop a proposed balanced budget by June 1st will be valuable.

Board Action Request: A motion and second is sought to begin scheduling FY 2016-2017 Budget Work Sessions on Monday, May 9th at 6:00 pm in the Council Chambers.

NC GS 159-11 (b)

§ 159-11. Preparation and submission of budget and budget message.

(b) The budget, together with a budget message, shall be submitted to the governing board not later than June 1. The budget and budget message should, but need not, be submitted at a formal meeting of the board. The budget message should contain a concise explanation of the governmental goals fixed by the budget for the budget year, should explain important features of the activities anticipated in the budget, should set forth the reasons for stated changes from the previous year in program goals, programs, and appropriation levels, and should explain any major changes in fiscal policy.

Town of Smithfield Town Council Action Form

Item: Property Acquisition

Date of Meeting:	May 03, 2016	Date Prepared:	April 19, 2016
Staff Work By:	Chief Michael L. Scott	Presentation:	New Business

Presentation:

The Town has received information from the property owner of 116 South Fifth Street that they may be interested in selling that property to the Town of Smithfield. The property is located south, and directly adjacent to, the Police Department. The property includes a residential structure that was gutted by fire earlier this year. The Town of Smithfield also owns the property south, and adjacent to, 116 South Fifth Street.

Staff is requesting permission to engage in discussions with the property owner of 116 South Fifth Street with the goal of bringing back to Council, additional information and potential costs of acquisition of the property and possible demolition of the residence that sits on the property.

Action Requested:

It is requested that Council direct the Staff to open discussions with the owner of 116 South Fifth Street to determine the feasibility, interest, and possible costs for the Town of Smithfield to purchase the property and complete demolition of the residence located at 116 South Fifth Street in Smithfield, NC. It is further requested that Council direct the Staff to report their findings back to the Town Council so informed decisions can be made regarding this potential acquisition.

Town of Smithfield
Town Council Action Form

Business Item: Consideration to pass two resolutions to be included in separate applications for state grants, from the North Carolina Department of Environmental Quality (NCDEQ) Clean Water State Revolving Fund (CWSRF), pertaining to asset management plans for both the sanitary sewer collection system and the water distribution system.

Date of Meeting: May 3, 2016

Date prepared: April 20, 2016

Staff Work by: Ted Credle

Presentation: Ted Credle

Item:

As the Town continues to address the issue of an aged and deteriorating infrastructure, part of our approach will be seeking grant funding from the NCDEQ CWSRF in order to aid the assessment of said infrastructure. These potential funds will be used to continue our on-going assessment of the sanitary sewer collection system (smoke testing, camera videos, etc.); as well as; further our efforts in the assessment of the water distribution system (modelling pressures, metering at County connection points, etc.).

As part of the grant application, the Town governing body must adopt the presented resolutions which state the Town will name a signing official (Mr. Freeman) for all correspondence related to the potential award; the Town will abide by all State and Federal Law pertaining to funding; and that the Town will arrange for the matching funds (10% of the grant award), if the Town is awarded any grant funding. Since the maximum award for each application is \$150,000, the maximum potential match for each application is \$15,000. Such matching funds are already in the Capital Improvement Plan and are proposed for adoption in the upcoming budget for the next fiscal year.

Please note this is a grant, not a loan, and no repayment is required.

Action Requested:

Approve the resolutions presented, which will be included in the application packages submitted for NCDEQ CWSRF grant funding.

TOWN OF SMITHFIELD
RESOLUTION # 587 (14-2016)

BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of Asset Inventory and Assessment projects for water and sewer systems, and
- WHEREAS, The Town of Smithfield has need for and intends to develop an asset management plan for its wastewater collection system described as the *Town of Smithfield Wastewater Asset Management Plan*, and
- WHEREAS, The Town of Smithfield intends to request state grant assistance for the project,

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

That Town of Smithfield, the **Applicant**, will arrange financing for all remaining costs of the project, including matching funds, if approved for a State grant award.

That Jim Freeman, Interim Town Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 3rd day of May, 2016 at the Town Hall in Smithfield, North Carolina.

(Signature of Chief Executive Officer)

M. Andy Moore , Mayor
(Name and Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk for the Town of Smithfield does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the Town of Smithfield duly held on the 3rd day of May, 2016; and, further, that such resolution has
been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I
have hereunto set my hand this _____ day of _____, 20_____.

(Signature of Recording Officer)

Shannan Williams, Town Clerk
(Name and Title of Recording Officer)

TOWN OF SMITHFIELD
RESOLUTION #588 (15-2016)

BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of Asset Inventory and Assessment projects for water and sewer systems, and
- WHEREAS, The Town of Smithfield has need for and intends to develop an asset management plan for its wastewater collection system described as the *Town of Smithfield Water Asset Management Plan*, and
- WHEREAS, The Town of Smithfield intends to request state grant assistance for the project,

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

That Town of Smithfield, the **Applicant**, will arrange financing for all remaining costs of the project, including matching funds, if approved for a State grant award.

That Jim Freeman, Interim Town Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 3rd day of May, 2016 at the Town Hall in Smithfield, North Carolina.

(Signature of Chief Executive Officer)

M. Andy Moore , Mayor
(Name and Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk for the Town of Smithfield does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the Town of Smithfield duly held on the 3rd day of May, 2016; and, further, that such resolution has
been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I
have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

Shannan Williams, Town Clerk
(Name and Title of Recording Officer)

**Town of Smithfield
Town Council
Action Form**

Item: Consideration to Approve Town of Smithfield Revised Travel Policy

Date of Meeting: May 3, 2016

Date Prepared: April 25, 2016

Staff Work By: Greg Siler, Finance Director

Presentation: Consent Agenda

Background: The Finance Director is recommending several revisions to the Town's Travel Policy. Last revised in June of 2013, the policy was reviewed with Department Heads for further consideration at our April 5th Department Head meeting. Suggested changes are highlighted in red. Some of the more significant changes are:

- Required documentation on travel request/reimbursements
- Approval authority
- Options available to pay for travel
- Lost receipts
- Prohibited expenses

Attachment: Travel Policy with Revisions

Action Requested: Approve as Presented



TOWN OF SMITHFIELD

TRAVEL AUTHORIZATION AND EXPENSE REIMBURSEMENT POLICY

Section 1.0 PURPOSE

To establish uniform ~~standards~~ **practices** and procedures for **all persons using Town of Smithfield funds to travel on Town related business. The intent of this policy is to establish a reference regarding the authorization of travel and payment or ~~authorization of travel and~~ reimbursements of travel and travel related expense incurred by staff and officials while traveling in connection with and on behalf of the Town of Smithfield. ~~employees, elected officials and appointed officials for expenses incurred while on official Town of Smithfield business.~~**

Section 2.0 ORGANIZATIONS AFFECTED

All departments, elected and appointed officials serving in various capacities on Town Council, Commissions, and Committees.

Section 3.0 GENERAL POLICY

- A. The policy of the Town of Smithfield is to reimburse the employee traveling on authorized Town of Smithfield business for all legitimate expenses incurred as a result of the travel authorized in this procedure. However, when possible, ~~officials authorized by the Town Manager and/or Finance Director~~ **persons authorized to travel will use** Town issued credit cards consistent with policy. Use of the Town **issued** credit card does not relieve authorized ~~officials~~ **persons from the responsibility** of documenting the purpose of the official travel with an explanation of the charges and returning the charge slips to the Finance Department.
- B. Individuals traveling on official business are expected to exercise care in incurring expenses to minimize the cost to the Town. Excessive and unnecessary expenses will not be reimbursed.
- C. Official travel expenses will be reimbursed in accordance with this adopted policy. Exemptions or waivers to this policy must be approved by the Town Manager in advance of incurring travel expenses.

~~Officials authorized by the Town Manager and/or Finance Director may elect to use Town provided credit cards consistent with policy, instead of~~

~~reimbursement. Use of the Town credit card does not relieve authorized officials from documenting the purpose of the official travel, an explanation of the charge, and returning the charge slip to the Finance Department.~~

- D. When two (2) or more employees are traveling to the same destination, maximum use shall be made of special group travel discounts and joint use of transportation including taxicabs, Town-owned, leased, or privately-owned vehicles. Where feasible, employees are encouraged to share accommodations, if a cost savings will result.
- E. Expenses of non-employees are not reimbursable unless they are incurred as a part of official Town business and approved by the Town Manager.

Section 4.0 APPROVAL PROCEDURE/AUTHORITY

~~D.A Department Heads, as presented in the Town Organizational Chart, are authorized to approve travel of subordinate personnel. Authority to approve travel may not be delegated to subordinate supervisory personnel.~~

~~D.B Department Heads travel authorization and reimbursements shall be approved by the Town Manager.~~

~~D.C The Town Manager, Elected officials, and appointed officials travel authorizations and reimbursements shall be approved by the Town Manager.~~

~~D.D The Mayor's travel authorization and reimbursements shall be approved by the Town Board.~~

- A. Employees and officials must prepare a Travel Approval Request Form and submit along with all supporting documentation as required by this policy to the appropriate authorities for approval. Supporting documentation for travel includes but is not limited to the following:
 - 1. Course agenda, conference schedule, meeting notice
 - 2. Google Map (or equivalent map) showing mileage from departure point to destination point when traveling by personal vehicle
 - 3. Rates for other methods of transportation
 - 4. Lodging rates
 - 5. Registration/tuition fees
 - 6. Rates for any other expenses
- B. Travel approval for official town business must be authorized by the appropriate authority in advance of the trip, regardless of whether for overnight travel or for departing and returning on the same day. The authorization is intended to assure that the travel is necessary and that budgeted funds are available to meet all anticipated expenses. No expenses may be incurred prior to receiving all approvals.

Person Traveling:	Authorization required by:
Employee	Department Director
Department Director	Town Manager
Town Manager	Finance Director
Elected/Appointed Official	Town Manager

- C. All out-of-state travel for employees must be approved by the Town Manager as well as outlined above.

Section 5.0 PAYMENT OF TRAVEL EXPENDITURES

Whenever possible, Town issued credit cards and/or Accounts Payable checks should be utilized to pay/pre-pay for transportation, lodging and registration/tuition fees to keep the actual out of pocket expenses requiring an advance as low as possible.

In order to not create a financial hardship for employees who are required to travel on official Town business, the Town will pre-pay and/or advance up to 100% of the estimated travel expenses. However, no travel advances will be issued for meals for same-day travel trips.

A Check Request Form and/or invoices must be submitted to the Finance Department as well as approved Travel Authorization Forms and supporting documentation before any advance or reimbursement payment will be issued to the employee or any payment will be issued to service providers for travel expenditures.

Four options exist to pay for travel expenditures as follows:

1. Prepaid Expenses

At the employee's request, the Town will issue payment to the respective service providers (i.e. registration, lodging, transportation, etc.). The employee will submit to Finance Department a Check Request Form with documentation or invoice attached. An attached workshop, seminar, or conference registration form and agenda are required for mailing an advance payment.

2. Town Credit Card

If an employee has a town issued credit card, the employee may use the card prior to and during the trip to pay for authorized travel expenses. The Town will pay for the credit card charges following the established travel policy procedures.

3. Travel Advance

The Town of Smithfield will assist employees who are required to travel on

official business by advancing funds when necessary. Travel advance payments, subject to appropriate approval authorization, will be made by the Finance Department upon receipt of a **Travel Approval Request Form and Check Request Form**. Travel advance payment requests must be submitted to the Finance Department in sufficient time to permit the processing of the request through its routine check issuing procedures. Travel advances will not be made more than ~~fifteen (15)~~ **seven (7)** days prior to commencement of travel and ~~in no instance will exceed the total of the following:~~

- 1: 100% of principal transportation expenses;
- 2: 100% of registration fees;
- 3: 100% of all other estimated expenses.

A travel advance may include allowances for the following:

- ◆ Meals
- ◆ Personal vehicle mileage

No travel advance will be issued if the employee has an outstanding advance that has not been reconciled and cleared by the submission of a Travel Expense Report form.

A check request form should be used to request travel advances at least one week in advance of the next scheduled accounts payable date (Friday).

4. Personal Credit Card or Cash

Employees may use their own credit card and/or cash to pay for expenses incurred while traveling. *This option should be used for emergency travel only or as a last resort as it prevents the Town from being reimbursed for sales taxes paid.* Only expenses directly related to and appropriately classified as travel expenses will be reimbursed. Receipts are required and should be submitted within 5 days or within the same fiscal year of completed travel for the following travel expenses:

- ◆ Lodging charges
- ◆ Common carrier charges
- ◆ Parking charges
- ◆ Registration and workshop receipts
- ◆ Rental car receipts
- ◆ Gasoline receipts
- ◆ Other transportation charges

Section 6.0 TRANSPORTATION

- A. Town policy dictates that the mode of transportation used shall be that which will enable the traveler to make most productive use of time at the least personal inconvenience and at the lowest overall cost.
- B. When travel by car is determined to be the appropriate mode of travel, a

Town-owned vehicle should be used, if available. When a Town-owned is not available or when the length of travel exceeds the availability time of a Town-owned vehicle, another mode of travel should be selected consistent with the provision of Section 6A.

- C. Air, rail, and bus transportation expensed are paid for air coach, Pullman rail, and all bus service rates. Payment is to be made directly by the Town of Smithfield to the travel agency by separate check prior to departure of from any travel advance that may be requisitioned. There shall be no deferred payment for travel fare tickets (charged to the Town) without the approval of the Finance Officer. In the case of direct payment by the Town, a Request for Check form should be prepared and submitted by the traveler along with the Travel Authorization Request form. The check may be subsequently picked up by the prospective traveler from the Finance Department, for the purchase of the needed tickets. The cost of the fares is to be shown on the Travel Report Form as a separate item in the space provided when calculating balances due for all expenses. Ticket stubs must be submitted and attached to the Travel Expense Report.
- D. Privately-owned vehicles: When travel by personal automobile is authorized, the allowance rate used currently with the IRS standards will be paid as full reimbursement for such transportation costs. Mileage will be calculated from departure points to destinations via Google Maps or similar equivalent. Other reasonable, local mileage will be permitted and reimbursed in lieu of taxi expenses. Reimbursements for use of personal automobiles including costs of additional meals and lodging resulting from such use of the personal automobile shall not exceed the otherwise applicable air fare for such travel for the employee.
- E. Local Public Transportation: Actual reasonable expenses will be paid for local public transportation connected with out-of-town travel on Town of Smithfield business. Employees are expected to use the most reasonable and economical means of transportation available. Reimbursement of expenses for travel to the airport from the employee's office or home or the return trip from the airport to the employee's office or home shall be limited to direct parking costs or necessary taxi service.

Section 7.0 **MEALS**

- A. Upon prior written approval, the cost of meals is normally reimbursable in the following situations:
 - 1. Breakfast when an employee is required to leave home on official business at an unusually early hour (one hour prior to commencement of their regular work period).
 - 2. Dinner when an employee is required to return home from official business at an unusually late hour (2 hours after the end of their regular work period).
 - 3. A meal in conjunction with a meeting, seminar, or convention that the

employee is approved to attend. If a registration fee for those activities is approved for payment, that approval covers any meals included in the registration fee.

4. Any meal when an employee is engaged in official Town business outside the normal work hours provided prior approval of the authorizing official is obtained. All reimbursed meal amounts shall not exceed the per diem amounts provided in **the Town's Fee Schedule**.
5. If overnight travel is required for the situations listed above, in lieu of reimbursing actual meal costs, the Town will provide the **approved** per diem **as stated in the Town's Fee Schedule**.

Section 8.0 LODGING

Upon prior written approval, lodging bills will be reimbursed on the basis of actual cost, not exceeding the applicable standard room or single-room rate. Upon registration at the lodging facility, individuals traveling on Town business will inform the lodging facility of their status as a local government employee (supplying documentary evidence upon request) with a request for discounted lodging rate due to that status. Lodging receipts must be submitted and attached to the Travel Expense Report form to support claim reimbursement.

Section 9.0 OTHER EXPENSES

- A. The Town will reimburse the traveler for itemized normal gratuities (not to exceed 15% of meal cost), but only in eating establishments where tipping is "reasonable and customary".
- B. Registration and activity fees charged by various professional societies and other organizations for attendance at conventions, conferences, workshops, etc., are reimbursable, upon prior written approval. Reimbursement will also cover any meals that are **not** included in the registration fee. Receipts must be submitted and attached to the Travel Expense Report form to support claim for reimbursement.
- C. ~~Telephone and telegraph expenses incurred in the performance of official duties are reimbursable. A short personal "safe arrival" telephone call is reimbursable and one short call per three (3) days away from home is also reimbursable.~~

Items for which **no reimbursement will be made** by the Town include, but are not limited to, the following:

- ◆ **Alcoholic Beverages - Using Town funds to purchase beverages with alcohol content is not allowed under any circumstances.**
- ◆ **Entertainment expenses - In-Room Movies, Games, and Snacks**
- ◆ **Family or Other Traveling Companions' Expenses – The employee is responsible for all expenses of a spouse or other traveling companion who accompanies the Town employee to a convention or meeting. For**

example, if a single-room charge is \$70 and an additional \$10 is charged for an additional person, the employee will pay the \$10 charge.

- ◆ Maid Services
- ◆ Laundry
- ◆ Red Cap (luxury) Services – except for those with a handicap or special needs
- ◆ Any other expenses that are prohibited by General Statutes, local ordinance, or violates the public purpose test.

This list is not all inclusive.

Section 10.0 ~~PROCEDURE FOR SECURING TRAVEL CASH ADVANCE~~ Included in Section 5.0

- ~~A. The Travel Authorization Request and Cash Advance form is to be completed in its entirety by typing or ink printing. The traveler must complete the statement indicating the name and relationships of non-employee traveling companions as well as the certification as to the traveler's compliance with the Town's travel expense policies, procedures, and requirements.~~
- ~~B. The Travel Authorization Request and Cash Advance form must be explicit in its description of travel requested, the purpose of making the trip, the amount of funds requested, and the period of time away from the Town.~~
- ~~C. The Travel Authorization Request and Cash Advance form must be properly authorized by the appropriate officials as provided for in Section 4 of this approved policy.~~
- ~~D. The Travel Authorization Request and Cash Advance form should be submitted to the Finance Department as provided in Section V of this approved policy in advance of travel.~~

Section 11.0 PROCEDURE FOR RECONCILING TRAVEL EXPENSE REPORT EXPENDITURES

- A. Employees must submit ~~their expense reports~~ receipts for all travel expenditures, regardless of payment option, to the Finance Department absolutely no later than five (5) working days after return from a trip, failure to do so precludes any reimbursement at all.
- B. Funds due to the Town of Smithfield are to be paid to the Finance Department by cash or check, if acceptable. ~~The receipt for such reimbursement is to accompany the Travel Expense Report form.~~
- C. Balance due to the Town, include any cash advance not reported after five (5) working days from the employee's projected date of return, will be deducted from the employee's payroll compensation at the maximum rate of \$50.00 per pay period.

- ~~D. The Travel Expense Report form is to be prepared in accordance with instructions thereon and herein. All receipts for lodging and transportation must be attached to the Travel Expense Report. (see item A)~~
- E. ~~The Travel Expense Report form must be properly authorized by the appropriate officials as provided in Section 4 of this approved policy. After approval, the report should be forwarded to the Finance Department for processing.~~
- F. Settlement of balances due to the traveler will then be made from the Report by submitting a Check Request Form for approved travel expenditures as authorized on the Travel Approval Request Form. Disallowed or excess expenses claimed by the employee will be resolved by the Finance Officer.
- G. The Finance Department will maintain a chronological file of outstanding ~~Travel Authorization Request and Cash Advance reports~~ authorized Travel Approval Request and Check Requests in order that proper disposition may be made of delinquent or other unsettled items.
- H. Lost receipts require a written explanation that includes the amount of the expenditure, the date and place of the expenditure, the business purpose, and the signature of the department head.

~~Any employee who willfully misstates or falsifies his/her Travel Expense Report and duly reimbursed for such, shall be subject to disciplinary action and may be liable for criminal prosecution as provided by law.~~

An employee submitting a falsified travel form may be subject to disciplinary action. An authorizing party who knowingly approves a falsified travel form may be subject to disciplinary action. Incomplete or incorrect forms will be returned to the Department Head.

It is the responsibility of the Finance Department to review the request for reimbursements and to ensure all provisions of this policy are followed.

Exceptions to this policy may be allowed if reasonable and justified.

Revisions and dissemination of this policy are the responsibility of the Finance Department.

**Town of Smithfield
Town Council
Action Form**

Item: Downtown Smithfield Development Corporation (DSDC) Request to Refinance Streetscape Loan for a lower Interest Rate and Payment, and Consider Alternative Options on Arrears

Date of Meeting: May 3, 2016

Date Prepared: April 25, 2016

Staff Work By: Greg Siler, Finance Director

Presentation: Regular Agenda

Background: See attached explanation (exhibit A) from Sarah Edwards, Executive Director of Downtown Smithfield Development Corporation (DSDC).

Summary: In 2006, at the request of DSDC, the Town of Smithfield borrowed \$250,000 for Streetscape improvements. The loan was to be repaid by DSDC over 30 years at 4.25 percent with annual payments of \$15,125.

In 2012 DSDC requested the Streetscape loan payments be forgiven for three years in exchange for much needed improvements to the Hastings House. According to meeting minutes Council opted to defer payment for one year instead (exhibit B). The Executive Director misunderstood Council's decision and conveyed to the DSDC Board that their request to forgive the payments for three years was approved.

Finance Director, Greg Siler, discovered the discrepancy earlier this year and requested DSDC to make good on payments missed. The DSDC has responded with three options (exhibit A):

1. Forgive the missed payments, recognizing the value added to Town property (Hastings House) through DSDC's improvements.
2. Add the missed payments to the end of the loan and reduce the rate of interest, thereby reducing the amount of the annual payment.
3. Have DSDC pay the missed payments, then reduce the rate of interest and lower the remaining payments.

Note: The Town of Smithfield paid off the Streetscape loan in January of 2016 (21 years early), at the request of the Finance Director, to save the Town some \$112,500 in interest expense.

Attachments: Exhibit A – Letter of Explanation from DSDC's Executive Director

Exhibit B – June 11, 2012, Meeting Minutes Excerpt Responding to DSDC
Request to Forgive Three Annual Payments

Action Requested: Consider the three options recommended by DSDC.

Finance Director's Opinion: Per meetings with the parties involved and discussion with the Interim Town Manager, it is of opinion that Council considers presented option #3. In considering option #3, Council will be reaffirming the Governing Body's June 11, 2012 meeting action.



April 19, 2016

Town of Smithfield
PO Box 761
Smithfield, NC 27577

Re: DSDC Streetscape Loan

Dear Mayor and Council,

After submitting our annual payment of \$15,125 for the USDA streetscape loan to the Town on February 3, 2016, Finance Director Greg Siler discovered that the DSDC had missed two payments. This delinquency was purely accidental, and the result of a misunderstanding.

Those of you who were on the Council at the time may recall that, at the May 30, 2012 budget session, former DSDC Executive Director Chris Johnson requested that the Council forgive the DSDC's streetscape payments for three years. This money would instead be used to make much needed improvements at the Hastings House to improve its appearance and ensure its safety in advance of the 150th anniversary of the Civil War here in Smithfield, when events would be held at the Hastings House. As a reminder, the Town owns the Hastings House, and allows the DSDC to rent it for \$1 per year. No action was taken at that meeting. At the next meeting on June 11, 2012, former Town Manager Paul Sabiston asked for direction from the Council concerning the request made by Johnson. Mayor Pro-Tem Ashley recommended that Chris Johnson report to the Council on how the money was being spent on the Hastings House project. According to the meeting's minutes, Councilman Moore made a motion, seconded by Councilman Ogburn, to defer the USDA loan repayment by the Downtown Smithfield Development Corporation for one year. Mayor Pro-Tem Ashley, Councilmen Crocker, Harris, Moore, Ogburn and Charles A. Williams voted for. Councilman Charles E. Williams voted against. Motion passed 6-1. Chris Johnson's recollection was that the Council voted in favor of his initial request of a three-year forgiveness of the loan rather than a one-year deferment, and any later action was based on the understanding that the DSDC had \$45,375 to spend on Hastings House improvements.

In the years since the request was made to Council, much work has been done. The first and second floor porches were completely rebuilt while keeping intact important

200 South Front Street • Smithfield, North Carolina 27577 • (919) 934-0887

architectural features, and the contractor indicated that the second-floor porch likely would've fallen in soon because of previous improper repairs. This work was done at a cost of \$16,828. The original wood windows, which had some broken panes, had been painted over many times and screwed shut, were removed, repaired, and reinstalled at a cost of \$19,842. Finally, the windows (interior and exterior) were painted, and the exterior was painted after the prior layers of lead based paint were encapsulated at a cost of \$15,463.59. The total spent on those three projects was \$52,133.59. Please note that the DSDC also received a grant from the Johnston County Tourism Authority Capital Grants program, which funded the difference.

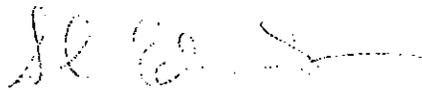
In addition to the work mentioned above, the DSDC has spent approximately \$16,000 since it moved into the Hastings House in 2008 for various other work, including roof repair and painting, interior and exterior painting, and the refinishing of the original hardwood floors.

The DSDC understands that a mistake was made along the way, and we would like to work with the Council to identify the best way to right the wrong. We have identified several possible solutions, detailed below.

1. The Town could forgive the delinquent payments, recognizing the value added to the Town's property through the DSDC's improvements.
2. At its March 1, 2016 meeting, the Council approved the early pay-off of the streetscape loan in the amount of \$220,320, which will result in a savings of \$112,430 over the next twenty-two years. We would appreciate it if the Council would consider refinancing the DSDC's payments to pass on the Town's savings. As part of the refinance, the total of the delinquent payments and the principal that has already been paid off could be divided among the remaining twenty-two years of the initial loan period, or another mutually beneficial payment agreement could be developed.
3. The DSDC could make the delinquent payments to bring the account current. Again, we would appreciate it if the Council would consider refinancing the balance in order to share its savings with the DSDC.

The DSDC apologizes that this mistake was made, and appreciates the Council's consideration of this request. Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



Sarah Edwards
Executive Director

200 South Front Street • Smithfield, North Carolina 27577 • (919) 934-0887

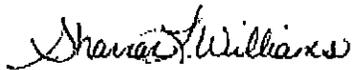
Greg Siler

From: Shannan Williams
Sent: Monday, April 25, 2016 8:35 AM
To: Greg Siler
Subject: Minutes

Excerpt of June 11, 2012 approved minutes.

Town Manager Paul Sabiston asked for direction from the Council concerning the request made by Chris Johnson Executive Director of the Downtown Smithfield Development Corporation on the three-year waiver of the repayment of a USDA loan that was used to pay for streetscape projects. It was the recommendation of Mayor Pro-Tem Ashley that Chris Johnson report to the Council on how the money is being spent on the Hastings House project.

Councilman Moore made a motion, seconded by Councilman Ogburn, to defer the USDA loan repayment by the Downtown Smithfield Development Corporation for one year. Mayor Pro-Tem Ashley, Councilmen Crocker, Harris, Moore, Ogburn and Charles A. Williams voted for. Councilman Charles E. Williams voted against. Motion passed 6-1.



Shannan L. Williams, CMC, NCCMC
Town Clerk
Town of Smithfield
PO Box 761/ 350 East Market Street
Smithfield, NC 27577
Phone: 919.934.2116 ext. 1108
Fax: 919.989.8937

Town of Smithfield

Town Council

Action Form

Item: Consideration of Broker for Primary Health and Ancillary Employee Insurance

Date of Meeting: May 03, 2016 **Date prepared:** April 27, 2016

Staff Work by: Tim Kerigan, General Government

Presentation: Business Items

Background:

In 2013, the Town approved the insurance brokerage services of Mark III for primary and dental insurance. At the same time, the Town approved the services of Municipal Benefits, Inc. for ancillary insurance. Agreement was understood to be annual until changed upon Council discretion. In 2015, Council approved to make dental insurance an optional benefit (Town paying half of premium). It is understood that Town contributions to employee benefits will continue to be discussed annually during budget preparation.

Action Requested by Council :

Staff requests that the Town Council see the included responses to the RFPs. Staff is open to direction from the Town Council as to how to proceed. Staff seeks to get direction as to if the Town desires to consider a new broker for such services at this time or remain with our current broker and pursue another proposal in the future.

TOWN OF SMITHFIELD -- General Government

April 2016 - RFP Packages for Ancillary Health Broker Received:

COMPANY	ON-TIME	COMPLETE
Triangle Insurance & Benefits - Bradson Albrite	✓	✓
Digital Benefit Advisors - Tom Small	✓	✓
Primoris Benefit Resources - Tom McSwain	✓	✓
BB&T - Kelly Updegraff	✓	✓
Mark III - Mark Browder	✓	✓
Wellington Benefits - Ruth Johnson / Douglas Powell	✓	✓
Municipal Benefits, Inc. - Harris Winston	✓	✓

**Town of Smithfield
Town Council
Action Form**

Item: Report on Employee Primary Medical Insurance

Date of Meeting: May 03, 2016

Date Prepared: April 28, 2016

Staff Work By: Tim Kerigan

Presentation: Tim Kerigan

Presentation:

Staff met with our current insurance broker, Mark III, on April 17, 2016 to discuss renewal options based upon our up-to-date claims.

If we were to stay with our current broker and the current benefit structure (i.e., deductibles, out-of-pocket expenses, etc.), our total premiums for primary insurance would increase by 3.09%.

Primary Physician Visit	\$35
Individual Deductible	\$1,500
Family Deductible	\$4,500
Individual Out of Pocket Maximum	\$7,000
Family Out of Pocket Maximum	\$10,000
Individual Pharmacy Out of Pocket Maximum	\$1,500
Family Pharmacy Out of Pocket Maximum	\$3,000

The 3.09% premium increase for primary insurance for full-time employees and/or retirees not yet qualified for Medicare is estimated to increase the insurance expenditures by the town by approximately \$40,850 for the FY 2016-17.

If we were to stay with our current broker and the current benefit structure (i.e., deductibles, out-of-pocket expenses, Town pay half of employee-only premium, etc.), our total premiums for dental insurance would increase by 19%.

The 19% premium increase for dental insurance for full-time employees is estimated to increase the insurance expenditures by the town by approximately \$2,650 for the FY 2016-17.

Action Requested:

Consider the options presented for the Town's primary and dental insurance offerings for our employees and/or dependents as proposed by our current insurance broker for FY 2016-17.



BENEFITS UPDATE

Medical and Dental 2016 – 2017 Renewals



April 18, 2016



2014 – 2015 Medical Experience

Town of Smithfield Medical Plan Experience 2014 - 2015

Month	Subs	Mbers	Premium	Medical	Pharmacy	Total Claims	Loss Ratio	Clm/Sub
July-14	172	284	\$107,716.70	\$34,271.20	\$33,955.90	\$68,227.10	63.3%	\$396.67
August-14	173	286	\$109,602.80	\$91,187.80	\$36,484.47	\$127,672.27	116.5%	\$737.99
September-14	169	281	\$108,602.53	\$128,022.62	\$31,524.75	\$159,547.37	146.9%	\$944.07
October-14	166	275	\$109,841.65	\$42,616.71	\$41,547.20	\$84,163.91	76.6%	\$507.01
November-14	166	275	\$105,177.16	\$175,127.28	\$22,174.88	\$197,302.16	187.6%	\$1,188.57
December-14	163	268	\$102,183.80	\$140,709.57	\$38,627.59	\$179,337.16	175.5%	\$1,100.23
January-15	166	266	\$103,967.35	\$87,108.84	\$38,531.22	\$125,640.06	120.8%	\$756.87
February-15	162	261	\$100,551.52	\$73,548.87	\$40,316.46	\$113,865.33	113.2%	\$702.87
March-15	165	264	\$96,852.46	\$59,277.22	\$42,498.49	\$101,775.71	105.1%	\$616.82
April-15	164	262	\$104,345.13	\$67,579.91	\$29,028.10	\$96,608.01	92.6%	\$589.07
May-15	163	261	\$100,630.41	\$102,552.92	\$35,980.15	\$138,533.07	137.7%	\$849.90
June-15	162	260	\$101,698.66	\$38,768.32	\$37,845.75	\$76,614.07	75.3%	\$472.93
Total	1991	3,243	\$1,251,170.17	\$1,040,771.26	\$428,514.96	\$1,469,286.22	117.4%	\$737.96
							Change	108.26%



2015 – 2016 Medical Experience

Town of Smithfield Medical Plan Experience 2015 - 2016

Month	Subs	Mbers	Premium	Medical	Pharmacy	Total Claims	Loss Ratio	Clm/Sub
July-15	165	259	\$108,517.53	\$8,351.12	\$31,481.58	\$39,832.70	36.7%	\$241.41
August-15	164	257	\$104,067.96	\$33,855.01	\$38,780.89	\$72,635.90	69.8%	\$442.90
September-15	164	258	\$109,549.67	\$43,169.58	\$29,918.00	\$73,087.58	66.7%	\$445.66
October-15	163	256	\$105,868.44	\$21,519.75	\$37,691.79	\$59,211.54	55.9%	\$363.26
November-15								
December-15								
January-16								
February-16								
March-16								
April-16								
May-16								
June-16								
Total	656	1,030	\$428,003.60	\$106,895.46	\$137,872.26	\$244,767.72	57.2%	\$373.12
							Change	50.56%



2016 – 2017 Renewal Calculation

	Subs	Premium	Medical	Pharmacy	Total Claims
November-14	166	\$105,177.16	\$175,127.28	\$22,174.88	\$197,302.16
December-14	163	\$102,183.80	\$140,709.57	\$38,627.59	\$179,337.16
January-15	166	\$103,967.35	\$87,108.84	\$38,531.22	\$125,640.06
February-15	162	\$100,551.52	\$73,548.87	\$40,316.46	\$113,865.33
March-15	165	\$96,852.46	\$59,277.22	\$42,498.49	\$101,775.71
April-15	164	\$104,345.13	\$67,579.91	\$29,028.10	\$96,608.01
May-15	163	\$100,630.41	\$102,552.92	\$35,980.15	\$138,533.07
June-15	162	\$101,698.66	\$38,768.32	\$37,845.75	\$76,614.07
July-15	165	\$108,517.53	\$8,351.12	\$31,481.58	\$39,832.70
August-15	164	\$104,067.96	\$33,855.01	\$38,780.89	\$72,635.90
September-15	164	\$109,549.67	\$43,169.58	\$29,918.00	\$73,087.58
October-15	163	\$105,868.44	\$21,519.75	\$37,691.79	\$59,211.54
Total	1,967	\$1,243,410.09	\$851,568.39	\$422,874.90	\$1,274,443.29

	2016 - 2017 Renewal Calculation
Current PPO Plan Design	
Premium - 7/15 - 6/16	\$1,284,010.80
Claims	\$1,274,443.29
Benefit Change	\$1,274,443.29
Loss Ratio	99.25%
Trend 2016 - 2017 - 8% - 20 Months - 11.33%	111.33%
Trended Loss Ratio	111%
Target Loss Ratio	85%
Rate Increase - 2016 - 2017	130.00%



2016 – 2017 Renewal

	FCC: Current	FCC: Renewal	FCC: Revised
	2015 - 2016 First Carolina Care: L603V2 PPO	2016 - 2017 First Carolina Care: L603V2 PPO	2016 - 2017 First Carolina Care: L603V2 PPO
Primary Care Physician Visit	\$35	\$35	\$35
Specialist Physician Visit	\$45	\$45	\$45
Well Baby Care	100%	100%	100%
Immunizations/Injection	100%	100%	100%
Physical Exams	100%	100%	100%
Pap Smears/Mammograms	100%	100%	100%
Deductible	\$1,500	\$1,500	\$1,500
Deductible - Family Maximum	\$4,500	\$4,500	\$4,500
Total Out of Pocket (Includes deductible)	\$5,000/\$10,000	\$5,000/\$10,000	\$5,000/\$10,000
In-patient Hospital Services	Deductible/20%	Deductible/20%	Deductible/20%
Out-patient Hospital Services	Deductible/20%	Deductible/20%	Deductible/20%
Urgent Care	\$75	\$75	\$75
Emergency Room	\$150/20%/ER PHY: \$45	\$150/20%/ER PHY: \$45	\$150/20%/ER PHY: \$45
Pharmacy	\$8/\$35/\$55	\$8/\$35/\$55	\$8/\$35/\$55
Pharmacy Out of Pocket Maximum	\$1,500/\$3,000	\$1,500/\$3,000	\$1,500/\$3,000
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Monthly Rates	Monthly Premium	Monthly Premium	Monthly Premium
Employee Only	113 \$488.13	\$55,158.69	\$57,384.79
Employee/Spouse	5 \$1,164.37	\$5,821.85	\$6,056.90
Employee/Children	36 \$987.55	\$35,551.80	\$36,986.76
Employee/Family	4 \$1,585.50	\$6,342.00	\$6,598.00
Monthly Cost		\$102,874.34	\$106,055.16
Annual Cost		\$1,234,492.08	\$1,272,661.92
		Change	Change
	158	104.04%	103.09%



2014 – 2015 Dental Experience

Month	Number of Employees	Premium	Claims	Loss Ratio	Per Sub/Mth
July-14	140	\$7,370.18	\$5,422.32	73.57%	\$38.73
August-14	139	\$7,823.74	\$9,398.40	120.13%	\$67.61
September-14	136	\$7,832.80	\$9,453.30	120.69%	\$69.51
October-14	134	\$7,757.92	\$3,841.70	49.52%	\$28.67
November-14	133	\$7,728.28	\$4,962.80	64.22%	\$37.31
December-14	134	\$5,748.36	\$4,232.40	73.63%	\$31.59
January-15	134	\$6,762.27	\$4,646.70	68.72%	\$34.68
February-15	129	\$7,142.11	\$2,113.40	29.59%	\$16.38
March-15	132	\$7,049.86	\$5,726.20	81.22%	\$43.38
April-15	132	\$7,637.68	\$3,912.00	51.22%	\$29.64
May-15	131	\$6,595.29	\$7,500.40	113.72%	\$57.25
June-15	131	\$7,177.90	\$5,496.80	76.58%	\$41.96
Total	1,605	\$86,626.39	\$66,706.42	77.00%	\$41.56
				Trend	113.81%



2015 – 2016 Dental Experience

Month	Number of Employees	Premium	Claims	Loss Ratio	Per Sub/Mth
July-15	127	\$6,993.55	\$7,318.30	104.64%	\$57.62
August-15	125	\$6,021.73	\$7,626.80	126.65%	\$61.01
September-15	125	\$6,734.32	\$3,304.70	49.07%	\$26.44
October-15	124	\$6,446.79	\$6,306.40	97.82%	\$50.86
November-15	123	\$6,455.82	\$4,628.20	71.69%	\$37.63
December-15	124	\$6,245.81	\$9,323.60	149.28%	\$75.19
January-16	122	\$6,138.80	\$5,890.20	95.95%	\$48.28
February-16	119	\$6,192.61	\$4,149.30	67.00%	\$34.87
March-16					
April-16					
May-16					
June-16					
Total	989	\$51,229.43	\$48,547.50	94.76%	\$49.09
				Trend	118.11%



2016 -- 2017 Dental Renewal Calculation

	Subs	Premium	Claims	Loss Ratio
March-15	132	\$7,050	\$5,726	81%
April-15	132	\$7,638	\$3,912	51%
May-15	131	\$6,595	\$7,500	114%
June-15	131	\$7,178	\$5,497	77%
July-15	127	\$6,994	\$7,318	105%
August-15	125	\$6,022	\$7,627	127%
September-15	125	\$6,734	\$3,305	49%
October-15	124	\$6,447	\$6,306	98%
November-15	123	\$6,456	\$4,628	72%
December-15	124	\$6,246	\$9,324	149%
January-16	122	\$6,139	\$5,890	96%
February-16	119	\$6,193	\$4,149	67%
Total	1,515	\$79,690	\$71,183	89%

Standard Renewal Calculations 2016 - 2017 Renewal	
Current Plan Design	Mature Annual
Premium	\$79,690
Incurred Claims	\$71,183
Loss Ratio	89.32%
7/16 thru 6/17 - 8%	96.47%
Target Loss Ratio	79.00%
Rate Action	122.11%



2016 – 2017 Renewal Calculation

Town of Smithfield Dental Comparison			
	Guardian	Guardian	Guardian
	Preventive	Preventive	Preventive
	100%	100%	100%
	Basic	Basic	Basic
	80%	80%	80%
	Major	Major	Major
	60%	60%	60%
	Orthodontics	Orthodontics	Orthodontics
	Not covered	Not covered	Not covered
Annual Deductible (Does not apply to preventive services)	\$50 - 3 X Family	\$50 - 3 X Family	\$50 - 3 X Family
Annual Maximum	\$1,000	\$1,000	\$1,000
Rate Guarantee	N/A	N/A	1 Year
Premium Stabilization Reserve	No	No	No
	Count	Monthly Rates	Monthly Premium
Employee	74	\$31.75	\$2,349.50
Employee and Spouse	11	\$64.32	\$707.52
Employee and Children	18	\$66.63	\$1,199.34
Employee and Family	21	\$98.25	\$2,063.25
	124		\$6,319.61
		Monthly Rates	Monthly Premium
		\$37.78	\$2,795.72
		\$76.54	\$841.94
		\$79.29	\$1,427.22
		\$116.92	\$2,455.32
			\$7,520.20
			119.00%



Mark III

Employee Benefits

**Town of Smithfield
Town Council
Action Form**

Item: Downtown State Grant Application Funds (\$96,107)

Date of Meeting: May 3, 2016

Background:

At the February 2nd meeting, Council was presented with suggested downtown projects from the Appearance Commission and the Downtown Smithfield Development Corporation. A decision was tabled at that meeting pending a more condensed list of projects. Attached hereto are the top three recommendations by the Appearance Commission, the Downtown Smithfield Development Corporation and a list of all suggested projects.

At the March 3rd meeting, the Council was presented with the following projects:

In summary such are bulleted as follows:

- 1st Appearance Commission Priority – *Market Streetscape Lighting*
- 2nd Appearance Commission Priority – *Streetscape (sidewalk) improvements to the 100 block of South 3rd Street*
- 3rd Appearance Commission Priority – *Parking Lot Improvements: Market Street across from the Court House*
- 1st DSDC Priority – *Market Streetscape Lighting as proposed by the Appearance Commission*
- 2nd DSDC Priority – *Greenway related enhancements such as benches, picnic tables, water fountains, etc....*
- 3rd DSDC Priority - *WayFinding System, Downtown components including monumental gateways*

At that meeting, it was determined that the Council would move forward with the Market Streetscape Lighting Project Pending cost estimate.

At the April 5th meeting, Public Utilities Director Ted Credle outlined 3 cost estimate options for the Streetscape Lighting Project. Council determined that a committee would be created to determine the best way to spend the grant funds.

Board Action Request: The Council is being requested to consider/approve of a downtown project activity/ activities for submission in the State's \$96,107 grant application and grant agreement.

Interim Manager's Opinion: Being the grant agreement is in the Town of Smithfield's name, it is the Council who ultimately decides which project concept would be in the Town's best interest. Granted there are a few worthwhile received suggestions, however Council is not bound by such and may consider others. It is the interim manager's suggestion that Council decide on a downtown project concept and direct staff to work out the administration, responsibilities, timeline and accounting details. However as a "check and balance", Council may want staff to present worked out details for record prior to actual implementation....*in case any questions/concerns.*

Town of Smithfield
Resolution #589 (16-2016)
Approving an Employment Agreement
Between the Town of Smithfield, North Carolina
And Michael Leslie Scott

WHEREAS, the Town of Smithfield, North Carolina, hereafter referred to as the "Town" has been without a permanent City Manager since August of 2015 and has been in the process of recruiting and interviewing potential candidates for the last several months; and

WHEREAS, the Town wished to employ Michael Leslie Scott as Town Manager and made offers for that purpose; and

WHEREAS, in said negotiations the Town ultimately extended a written executed contract of employment to Michael Leslie Scott to serve as the Town Manager for the Town and he signed the contract and agreed to the same; and

WHEREAS, the Town Manager is a public official of the Town of Smithfield and must be duly appointed to that office by the Town Council pursuant to Section 12 of the Town Charter and NCGS 160A-147 of the state statutes; and

WHEREAS, the Town Council desires to appoint Michael Leslie Scott as the Town Manager effective no later than June 1, 2016 and to approve the contract previously extended to him and executed by the parties.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Smithfield, that it does hereby appoint Michael Leslie Scott as its Town Manager effective no later than June 1, 2016; and

BE IT FURTHER RESOLVED that the Council in open session specifically approves the contract previously entered with Michael Leslie Scott dated April 23, 2016

ADOPTED THIS the 3rd day of May, 2016

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk



STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

**OATH OF CITY MANAGER
TOWN OF SMITHFIELD**

I, **Michael Leslie Scott**, do solemnly and sincerely swear (or affirm) that I will support the Constitution of the United States; that I will be faithful 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; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God.

I, **Michael Leslie Scott**, do swear (or affirm) that I will well and truly execute the duties of the Office of City Manager for the Town of Smithfield according to the best of my skill and ability, according to law; so help me, God.

Michael Leslie Scott, Town Manager

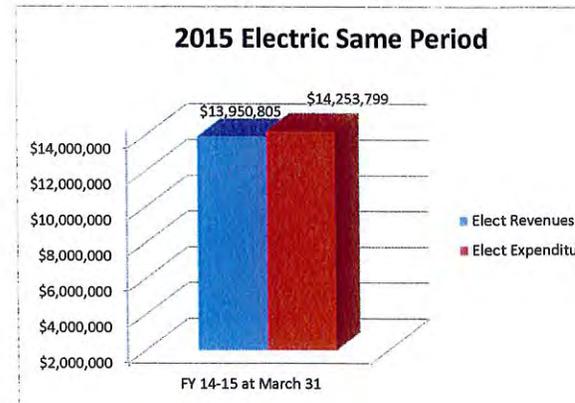
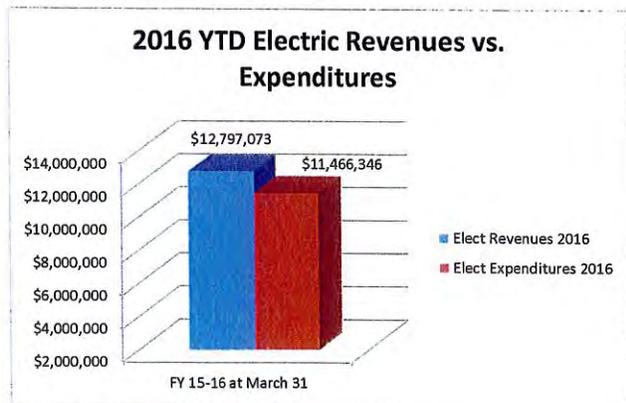
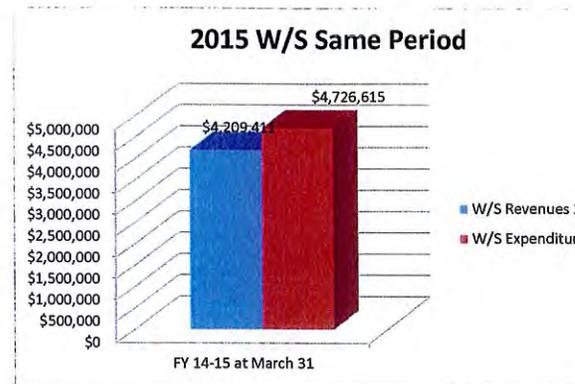
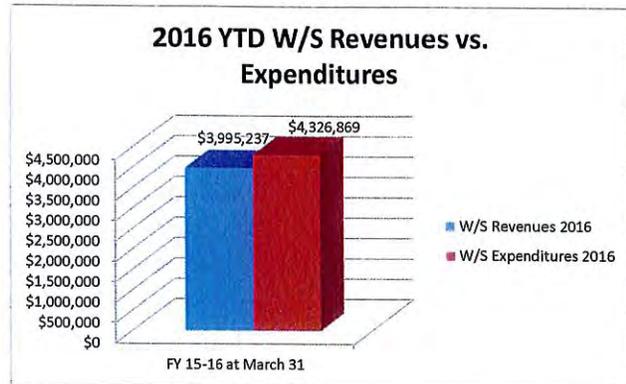
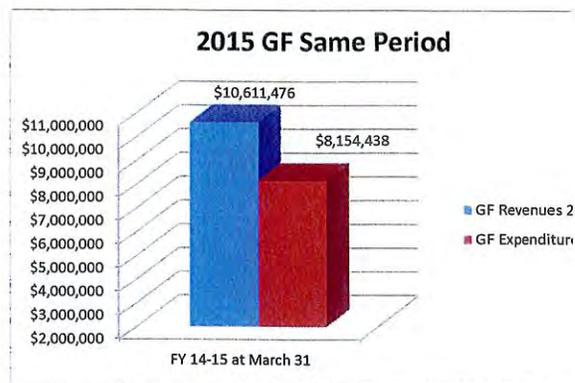
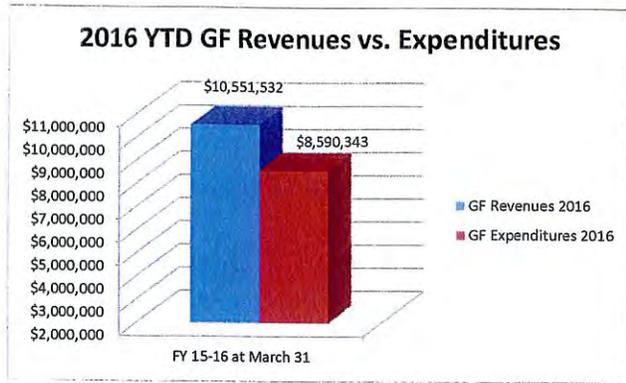
Sworn to and subscribed before me,
this the 3rd day of May, 2016

M. Andy Moore, Mayor

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
March 31, 2016
Gauge: 9/12 or 75 Percent

75.00%

GENERAL FUND

Revenues	Frequency	Actual	Budget	Actual to Date	YTD %
		FY '14-5	FY '15-16	FY '15-16	Collected
Current & Prior Year Property Taxes	Monthly	\$ 5,609,217	\$ 5,499,200	\$ 5,466,393	99.40%
Motor Vehicle Taxes	Monthly	552,153	425,000	393,413	92.57%
Utility Franchise Taxes	Quarterly	1,018,994	810,000	760,576	93.90%
Local Option Sales Taxes	Monthly	2,131,536	1,990,000	1,312,371	65.95%
Aquatic and Other Recreation	Monthly	827,203	829,400	574,413	69.26%
Sanitation	Monthly	1,303,621	1,326,200	899,095	67.79%
All Other Revenues		1,571,522	1,281,581	1,145,261	89.36%
Loan Proceeds		140,000	182,000	-	0.00%
Transfers (Electric and Fire Dist.)		373,542	397,542	-	
Fund Balance Appropriated		-	687,387	-	0.00%
Total		\$13,527,788	\$ 13,428,310	\$ 10,551,523	78.58%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Spent
General Gov.-Governing Body	\$ 316,851	\$ 287,783	\$ 246,389	85.62%
Non Departmental	1,121,506	1,253,919	624,343	49.79%
Debt Service	1,212,677	1,851,733	1,615,614	87.25%
Finance	159,910	135,812	92,669	68.23%
Planning	305,466	412,220	235,653	57.17%
Police	3,232,824	3,575,974	2,253,673	63.02%
Fire	1,410,974	1,378,921	947,245	68.69%
EMS	932	-	-	#DIV/0!
General Services/Public Works	497,970	494,969	320,872	64.83%
Streets	818,543	547,975	326,579	59.60%
Motor Pool/Garage	84,380	93,954	60,040	63.90%
Powell Bill	-	300,700	54,788	18.22%
Sanitation	992,876	1,095,415	736,126	67.20%
Parks and Rec	762,054	813,017	457,228	56.24%
SRAC	890,791	972,498	619,124	63.66%
Contingency (Previously Part Of Gen Gov)	-	213,420	-	0.00%
Appropriations/Contributions	-	-	-	0.00%
Total	\$11,807,754	\$ 13,428,310	\$ 8,590,343	63.97%

YTD Fund Balance Increase (Decrease)

- -

75.00%

WATER AND SEWER FUND

Revenues	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Collected
Water Charges	\$ 2,044,310	\$ 2,144,580	\$ 1,444,812	67.37%
Water Sales (Wholesale)	\$ 702,966	\$ 670,000	\$ 596,925	89.09%
Sewer Charges	2,700,929	2,811,738	1,923,373	68.41%
Tap Fees	15,312	16,000	12,500	78.13%
All Other Revenues	40,485	10,500	17,627	167.88%
Loan Proceeds	415,735	510,000	-	0.00%
Fund Balance Appropriated	-	541,951	-	0.00%
Total	\$ 5,919,737	\$ 6,704,769	\$ 3,995,237	59.59%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Spent
Water Plant	\$ 2,013,752	\$ 2,304,817	\$ 1,476,927	64.08%
Water Distribution/Sewer Coll (Less Transfers)	4,833,120	4,067,161	2,847,717	70.02%
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	-	183,325	-	0.00%
Total	\$ 7,131,719	\$ 6,704,769	\$ 4,326,869	64.53%

ELECTRIC FUND

Revenues	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Collected
Electric Sales	\$ 19,144,269	\$ 17,244,400	\$ 12,405,102	71.94%
Penalties	440,314	375,000	354,872	94.63%
All Other Revenues	249,365	41,000	37,099	90.49%
Loan Proceeds	75,600	-	-	
Fund Balance Appropriated	-	1,567,152	-	
Total	\$ 19,909,548	\$ 19,227,552	\$ 12,797,073	66.56%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Spent
Administration/Operations	\$ 1,935,179	\$ 2,283,025	\$ 1,166,165	51.08%
Purchased Power	15,914,155	14,200,000	9,405,592	66.24%
Debt Service	377,579	366,240	350,491	95.70%
Capital Outlay	283,015	366,000	108,607	
Contingency	-	568,745	-	
Transfers to Electric Capital Proj Fund	-	1,200,000	85,000	
Transfers to General Fund	243,542	243,542	-	0.00%

Total

\$ 18,753,470 \$ 19,227,552 \$ 11,115,855 57.81%

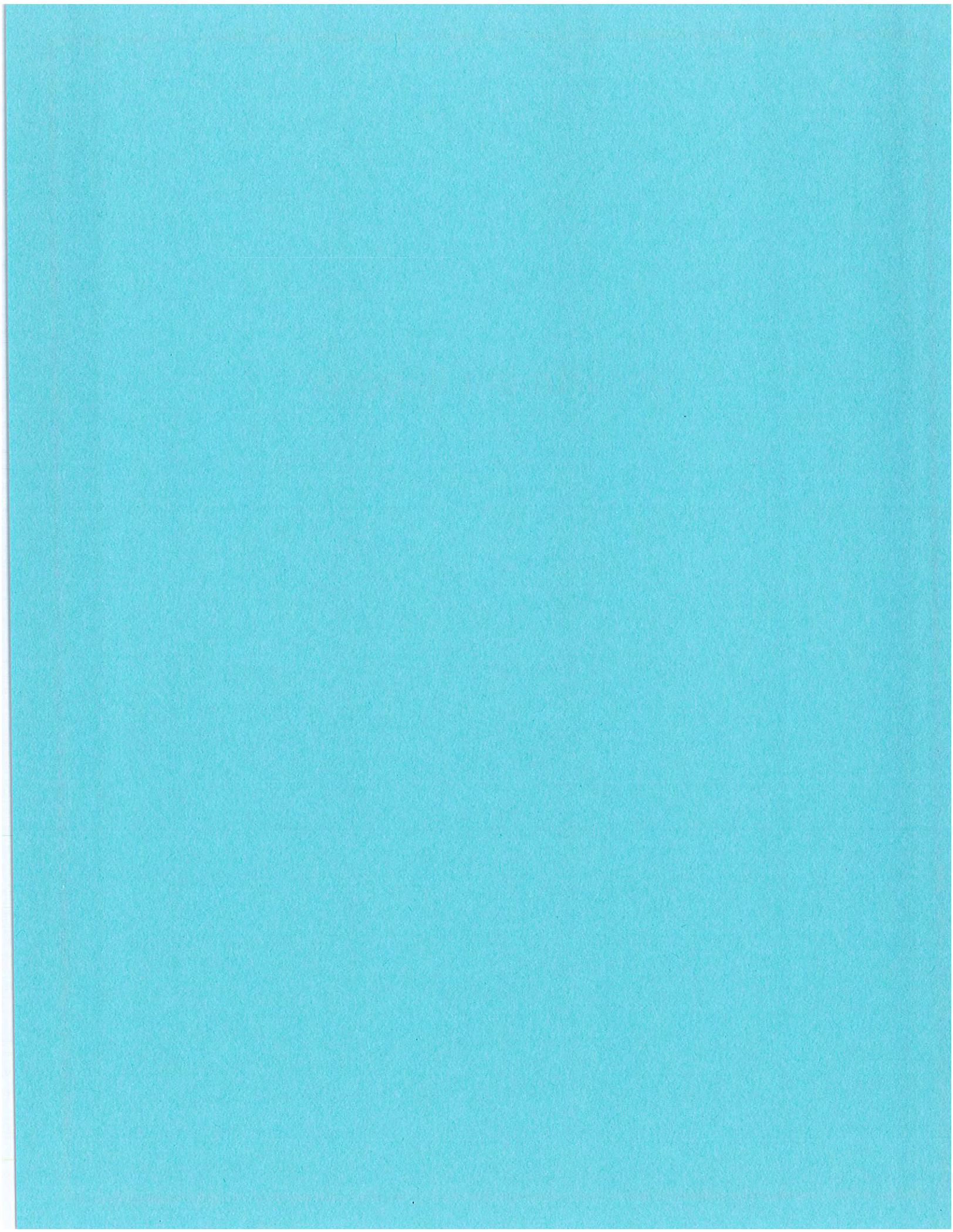
CASH AND INVESTMENTS

General Fund (Includes P. Bill)	8,491,537			
Water and Sewer Fund	3,563,749			Interest Rate
Electric Fund*	8,241,749			
Capital Project Fund: Wtr/Sewer (45)	(127,467)	1st CITIZENS	13,881,270	0.20%
Capital Project Fund: General (46)	346,932	NCCMT	2,240,942	0.080%
Capital Project Fund: Electric (47)	55,745	STIFEL	26,261	Market
Firemen Relief Fund (50)	169,701	KS BANK	3,621,778	.2, .65, &.8
Fire District Fund (51)	195,470	FOUR OAKS	1,290,135	0.12%
JB George Endowment (40)	122,970	PNC BANK	-	0.10%
Total	<u>\$21,060,386</u>		<u>\$ 21,060,386</u>	

*Plug

Account Balances Confirmed By Finance Director on 03/18/2016

Department Reports





Memo

To: Jim Freeman, Interim Town Manager
From: William W. Dreitzler, P.E., Town Engineer
Date: April 25, 2016
Re: March Engineer's Staff Report

Please consider my staff report for April 2016:

PARKS AND RECREATION DEPARTMENT:

Children's Inclusion Park and Miracle Field

We continue to work to lower the project cost through value engineering, labor donations and material donations. We are working from a current base bid of \$782,452.51 with the goal of reducing the cost by at least \$60,000. A donation has been pledged to handle the clearing and grubbing for the project that will reduce the cost by approximately \$15,000. The Partnership for Children Park at Smithfield is working on possible donations of concrete and/or stone. If successful, we are hopeful the material donations will carry a value of an estimated \$20,000. There is also \$22,000 in mark-up overhead and profit for the general contractor to subcontract the asphalt for the miracle league field and for the specialty firm that will install the field surface. If the town contracts directly with the asphalt company and the turf installers, we will be able to save that portion of the project cost. This approach will require additional project management in that we will have 3 contracts rather than 1; however, we can provide the management in house. The above cost reductions listed above total \$57,000. The key is securing the material donations. As of the writing of this staff report, we remain optimistic but the material donations have not yet been secured.

The project Bid Proposal included language that limited the bid acceptance period to 30 days after the bid opening. However, the language also allowed us to request additional time from the bidder. Given that the bid date was February 11, 2016, the formal bid acceptance period had expired. On April 18, 2016, Burney & Burney Construction, Inc. executed a letter agreeing to move the bid acceptance period from 30 days to 110 days, or by May 31, 2016.

PLANNING DEPARTMENT:

Outlet Center Drive Drainage

On Thursday, April 7, 2016 myself and Paul Embler met with Mr. Jimmy Edwards, J.P. Edwards, Inc. to discuss installation of a concrete valley gutter along the existing ditch line in front of the Texas Steakhouse parking lot as well as a small section along S. Equity Drive to the restaurant entrance drive (approximately 340 LF). In addition, it is proposed to install a concrete valley gutter section along Outlet Center Drive from S. Equity Drive to North Equity Drive including a small section along N. Equity Drive to the first driveway connection (approximately 550 LF). Mr. Edwards is preparing a cost proposal for the project. As of the writing of this staff report, we have not received the proposal; however, we are hopeful it will be received this week. The project is intended to alleviate ponding along the southern section of the Texas Steakhouse parking lot.

Smithfield Crossing Screen Wall

On Monday, April 11, 2016 the project committee convened a 5:00 PM meeting at town hall. The committee agreed that the 6-foot high vinyl screen wall to be located along the top of the roadway embankment was a suitable approach to alleviating the concerns of the residents along Dogwood Drive. At the meeting, I was tasked with preparing an updated project schematic to include some level of infill landscaping within the buffer area along the backs of the impacted properties. I submitted the updated schematic and cost estimate to Mr. Freeman and to Mr. Ashley on April 20, 2016. The current project budget is approximately \$55,000; this includes a 15% contingency allowance. Our next step is a meeting with the property owner, Mr. Ethridge to discuss our approach and determine if he will be agreeable.

PUBLIC UTILITIES DEPARTMENT:

Johnson County Wastewater Treatment Metering and Billing

On Thursday, April 7, 2016 I joined Ted Credle and Pete Connet in a meeting with the Johnston County Department of Public Utilities. This meeting was intended to be an initial discussion regarding various water and sewer related issues that involve both the town and county. One key issue that will be discussed further is sewer inflow/infiltration and its impact on how the county bills the town for sewer treatment. The county is completing and I/I study that included the outfall line that runs along the river. Based on our discussion, the outfall along the river is subject to significant I/I and may need to be replaced or abandoned. The county indicated they would provide us a copy of the I/I report when finalized. Another key issue is the water purchase agreement. The county indicated they have plans to request a significant increase in their river withdrawal rate and also indicated they will be looking to increase the water purchase they make from the town. Again, this will be a continuing discussion.

PUBLIC WORKS DEPARTMENT:

406 Birch Street Drainage

On Thursday, April 7, 2016 Lenny Branch and I provided a field evaluation of the drainage at this location. On Friday, April 8, 2016 I made a follow-up field investigation to confirm some of my findings. On Friday, April 22, 2016 I met with Ms. Washington to discuss my findings and to further discuss her drainage issues. A memorandum report will be submitted to Mr. Freeman and Mr. Branch detailing my findings. In summary, I found the street drainage to be functioning at a reasonable level and the ponding in Ms. Washington's back yard unrelated to the street drainage. Based on my evaluation, it appeared to me that her crawl space is not

water proofed. I left it with Ms. Washington that I would explore whether or not the county may have a continuing CDBG program that she might be able to access for funds.

Cedar Drive Drainage

Public Works has addressed the issue by removing roots from the storm drainage line in question (near 8/9 Cedar Drive). The next step is to provide a video inspection of the line to determine what damage may have been caused by the root intrusion as well as to determine the exact location of the root intrusion. In addition, engineering is providing a drainage basin evaluation to determine how much stormwater the curb inlets in this area receive. This drainage analysis is on-going and will be completed this week.

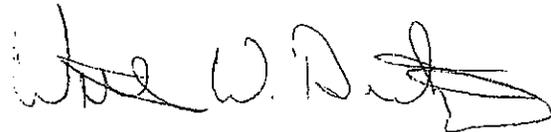
Miscellaneous Drainage

Coordinating with Lenny Branch and Russell Renfrow I have provided site evaluations of multiple drainage issues on an as requested basis. I am only including a detailed description for those locations that involve interaction with the public or a more detailed analysis than an individual site assessment.

2006 Pavement Condition Survey

I am in the process of providing a street pavement condition evaluation of 55 street sections listed in the Pavement Condition Study as having a Pavement Condition Rating (PCR) ranging from 63 to 69. As of the writing of this staff report I have completed field assessments and a pavement condition field report for a little over half the 55 street locations. The field assessment phase of the study will be completed this week with a final report provided in early May. The report will compare the 2006 Pavement Condition Survey rankings of the 55 streets with my assessment based on the 2016 condition. Based on findings, I will be able to recommend whether we should consider having a new Pavement Condition Survey prepared or if we should continue to utilize the 2006 survey to prioritize street resurfacing each fiscal year.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. W. Dreitzler', with a stylized flourish at the end.

William W. Dreitzler, P.E.
Town Engineer



FINANCE DEPARTMENTAL REPORT FOR MARCH, 2016

SUMMARY OF ACTIVITIES:

Daily Collections/Property Taxes/Other.....	\$3,037,445
Franchise Tax.....	253,141
Sales & Use Tax.....	220,010
Powel Bill.....	0
Total Revenue	\$3,510,596

Expenditures: General, Water, Electric and Firemen's Fund..... \$2,848,403

FINANCE:

- Compiled and submitted monthly retirement report on 3/31/2016
- Issued 61 purchase orders
- Processed 826 vendor invoices for payment and issued 481 accounts payable checks
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll taxes on 3/11/2016 and 3/24/2016
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Collected \$744 on past due privilege license fees. **NOTE:** This brings the total collected to \$9,848.50. The past due collections are the result of mailing some 284 past due notices to local businesses. Approximately 40 second notices were sent.
- Processed 16 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$25,483 (EMS = \$5,027; SRAC = \$7,314; and Utility = \$13,142).
- Invoiced six (6) grave openings

FINANCE DIRECTOR

- Attended Town Council regular meeting on March 1, 2016. Prepared two agenda items: budget amendments for March, 2016 and rolling stock loan approval of \$376,928 with First Citizens Bank
- Attended Department Head staff meeting on March 1, 2016
- Attended Firemen Relief Board meeting on March 1, 2016
- Attended N.C. Governmental Finance Officers Association spring conference March 2-4, 2016
- Submitted proof of cost for 16 projects to LGC for loan consideration of \$1.1815M
- Held budget meetings with each department to cover FY17 budget request
- Prepared list of loans and deposits for Council
- Met with Utility Director and staff on Sludge Dewatering Project funding on March 21, 2016
- Met with Police Chief to bid on property for substation on March 22, 2016
- Revised Town's travel policy for presentation to department heads on April 5, 2016
- Prepared and sent email to D.H.s regarding last day to make purchases for FY16
- Met with Interim Town Manager and General Government Staff on multiple items of interest on March 29, 2016
- Invoiced Smithfield Housing Authority and JCC for resource officers
- Met with Davenport Lawrence representative David Hartwell to discuss review of state revenues

Finance Department Totals for March 2016

Meter Reading

Actual Meters Read	9,986	
Meters Loaded to Hand Held	10,234	
Meter Tech Service Hours	0	\$0.00

Billing/Collections

Bills Mailed	6,104	\$2,151,308.19
Area Lights Billed	929	\$33,887.08
JoCo Wholesale water	49,976,000	\$74,973.00
Load Mgmt AC credit	0	\$0.00
Load Mgmt water heater credit	614	-\$3,750.00
Adjustments	111	-\$5,241.08
Delinquent Accts/Late Fees	1,347	\$22,019.22
NSF - Utility Only	14	\$4,667.07
Refund Checks Issued	18	\$6,075.61
Door Hangers	353	
Disconnect for non-pay	36	
Reconnect for payment received	29	
Bank Drafts	719	\$420,791.12
Lockbox	972	\$518,798.78
ECO Payment Totals		
	IVR-phone	198
	On-Line (website)	531
		\$147,089.89
Cash Window Transactions/Payments	4,242	\$1,891,615.14
Accts collected from Debt setoff	0	\$3,764.78 EMS
	0	\$4,993.27 SRAC
	0	\$10,667.74 Utility
Accts submitted to Debt Setoff	30	\$10,720.86 Utility
	0	\$0.00 SRAC

Service Orders

Requested Orders	320	
Completed Orders	315	
	Terminated Accounts	121
	Meters Rechecked	38
	New Turn on Accounts	102
Meter Tamper / Meter Missing	0	\$0.00

Phone Call Usage

		Duration
CSR - Elaine		
Inbound	905	19:35:11
Outbound	213	4:58:17

CSR/Collections - Audrey

Inbound	509	11:41:17
Outbound	332	5:29:22
Collections - Cash Window#2		
Inbound	155	3:55:15
Outbound	17	0:19:17
Switch Board Operator x1101		
Inbound	803	4:47:30
Outbound	87	3:35:27
Total Town (Trunk Lines)		
Inbound	6,473	194:16:12
Outbound	2,988	104:01:46



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 - 2016

	March	Calendar Year to date
Town Council		
Rezoning	0	0
Conditional Use	2	3
Ordinance Amendment	0	0
Major Subdivisions	0	0
Annexations	0	0
Special Events	0	0
Planning Board		
Rezoning	0	1
Condition Use	1	4
Ordinance Amendment	0	0
Subdivisions	0	0
Annexations	0	0
Board of Adjustment		
Variance	0	1
Admin Appeal	0	0
Historic Properties Commission		
Certificate of Appropriateness	0	0
Historic Landmarks	0	0



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

Permit Issued for March 2016

		Permit Fees	Permits Issued
Site Plan	Major Site Plan	100.00	1
Site Plan	Minor Site Plan	500.00	5
Zoning	<u>Land Use</u>	1,450.00	15
Zoning	<u>Sign</u>	400.00	8
Permit	<u>Land Use</u>	100.00	1
Total:		2,550.00	30
Permit#	Fiscal YTD Total:	14,125.00	174

SP16-000008	Site Plan	Minor Site Plan	Structure	102 WILL DRIVE
Z16-000028	Zoning	Land Use	Interior Modification	104 Computer Drive
Z16-000029	Zoning	Sign	Hinson Printing	1294 West MARKET Street
Z16-000056	Zoning	Land Use	Vasquez Law Office	612 South Brightleaf Boulevard
SP16-000009	Site Plan	Minor Site Plan	Class B manufactured Home	415J Barbour Road
Z16-000030	Zoning	Sign	WAL-MART	1299 North BRIGHTLEAF Boulevard
Z16-000031	Zoning	Sign	Best Western Sign Package	145 South EQUITY Drive
Z16-000032	Zoning	Land Use		503 South THIRD Street
Z16-000033	Zoning	Land Use	COASTAL HORIZON CENTER, INC	1327 BRIGHTLEAF Boulevard
Z16-000034	Zoning	Land Use	Smithfield Powersports	506 South BRIGHTLEAF Boulevard
Z16-000035	Zoning	Sign	Smithfield Powersports	506 South BRIGHTLEAF Boulevard
Z16-000036	Zoning	Land Use	Carolina Fish Fry- Smithfield	728 North BRIGHTLEAF Boulevard
Z16-000037	Zoning	Land Use	Country Folks Creamery	618 East MARKET Street
SP16-000010	Site Plan	Major Site Plan	Plan	125 South EQUITY Drive
SP16-000011	Site Plan	Minor Site Plan	Attached Car Port	915 South CRESCENT Drive
SP16-000012	Site Plan	Minor Site Plan	Detached Accessory Structure	128 QUAIL
Z16-000039	Zoning	Sign	Levi's	1261 INDUSTRIAL PARK Drive
Z16-000040	Zoning	Sign	Interstate Outdoor	771 Whitley Farms Road
Z16-000041	Zoning	Land Use	Smithfield Nursery	724 North BRIGHTLEAF Boulevard
Z16-000038	Zoning	Land Use	Capitol Auto of Smithfield	713 South BRIGHTLEAF Boulevard
Z16-000025	Zoning	Land Use	The Speight Law Firm	607 South SIXTH Street
Z16-000026	Zoning	Sign	The Speight Law Firm, P.C.	607 South SIXTH Street
Z-1226	Permit	Land Use	Restaurant and Bakery	110 S Brightleaf BOULEVARD
Z16-000042	Zoning	Land Use	Nutrition Club	129 North THIRD Street
Z16-000043	Zoning	Land Use	Restaurant with bakery	110 South BRIGHTLEAF Boulevard
Z16-000044	Zoning	Land Use	AT&T Colocation	2591 US 70 BUS Highway E
Z16-000045	Zoning	Land Use	Legendary Golf	1304E West MARKET Street
SP16-000013	Site Plan	Minor Site Plan	Airflow Products Co. Inc 60' x 90' buildi	1050 Yelverton Grove Road
Z16-000046	Zoning	Land Use	Tyrone's Car Wash	1987 South Brightleaf Boulevard
Z16-000047	Zoning	Sign	Ruby Tuesday Ground Sign	160 Smithfield Crossing Avenue



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

CODE COMPLIANCE MONTHLY REPORT 2016

	Jan-16	Feb-16	Mar-16	Calendar Year To date
Written Violations	72	91	115	340
Resolved Violations	69	84	106	319
On Site Meetings	68	76	112	305
Temporary Signs Violations	75	128	143	397
Temporary Signs Removed	75	128	143	397
Comdemned Structures Removed	0	1	0	1
Community Volunteers	0	10	0	10
Families Helped By Helping Hand Volunteers	0	5	0	5
ADA Compliant Ramps Built By Volunteers		1	0	16



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING March 31, 2016**

I. STATISTICAL SECTION

Month Ending Mar. 31, 2016	Mar-16	Mar-15	Total 2016	Total 2015	YTD Difference
Calls For Service	1689	1735	5013	5217	-204
Incident Reports Completed	209	188	567	498	69
Cases Closed	173	209	499	511	-12
Accident Reports	82	70	220	204	16
Arrest Reports	82	148	376	364	12
Burglaries Reported	15	04	38	20	18
Drug Charges	17	55	74	96	-22
DWI Charges	7	14	29	25	4
Citations Issued	183	270	750	888	-138
Speeding	32	43	224	222	2
No Operator License	45	81	139	237	-98
Registration Violations	11	42	51	123	-72

II. PERSONNEL UPDATE

A new records clerk was hired to fill the existing vacancy left by the Accreditation Manager appointment. One new officer was hired to fill an existing vacancy and will be sworn in at the May Council Meeting. One police officer vacancy remains within the department. Two officers remain on light duty.

III. MISCELLANEOUS

Mandatory in-service training was continued in March. The Police Chief was a guest on a radio talk show with Tony Nixon discussing the police department's response to crime, citizens and diversity. The police department is working to close on the property at 918 Blount Street for a police substation. A community meeting has been scheduled at the Michener Memorial Baptist Church at 911 Blount Street for Saturday, April 23rd at 1:00. The purpose of the meeting is to discuss the proposed police substation and the mission of the police department's efforts to increase its community policing strategies. Community input will be sought at this meeting in an effort to strengthen existing partnerships between the police and the community, as well as create new avenues for new partnerships.

REPORTED UCR OFFENSES FOR THE MONTH OF MARCH 2016

PART I CRIMES	March	March	+/-	Percent	Year-To-Date		+/-	Percent
	2015	2016		Changed	2015	2016		Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	1	1	N.C.	2	1	-1	-50%
ROBBERY	2	2	0	0%	4	5	1	25%
Commercial	0	0	0	N.C.	0	0	0	N.C.
Individual	2	2	0	0%	4	5	1	25%
ASSAULT	5	4	-1	-20%	7	9	2	29%
* VIOLENT *	7	7	0	0%	13	15	2	15%
BURGLARY	3	14	11	367%	19	36	17	89%
Residential	3	6	3	100%	13	18	5	38%
Non-Resident.	0	3	3	N.C.	4	7	3	75%
Commercial	0	5	5	N.C.	2	11	9	450%
LARCENY	59	58	-1	-2%	141	156	15	11%
AUTO THEFT	2	6	4	200%	4	9	5	125%
ARSON	0	1	1	N.C.	0	2	2	N.C.
* PROPERTY *	64	79	15	23%	164	203	39	24%
PART I TOTAL:	71	86	15	21%	177	218	41	23%
PART II CRIMES								
Drug	36	48	12	33%	94	113	19	20%
Assault Simple	14	12	-2	-14%	47	36	-11	-23%
Forgery/Counterfeit	3	2	-1	-33%	6	13	7	117%
Fraud	16	5	-11	-69%	34	23	-11	-32%
Embezzlement	0	3	3	N.C.	1	7	6	600%
Stolen Property	1	2	1	100%	5	5	0	0%
Vandalism	7	13	6	86%	19	29	10	53%
Weapons	2	3	1	50%	6	8	2	33%
Prostitution	0	1	1	N.C.	0	1	1	N.C.
All Other Sex Offens	0	0	0	N.C.	2	1	-1	-50%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	1	0	0%	4	2	-2	-50%
D. W. I.	14	7	-7	-50%	24	27	3	13%
Liquor Law Violation	0	0	0	N.C.	0	1	1	N.C.
Disorderly Conduct	0	0	0	N.C.	2	1	-1	-50%
Obscenity	1	0	-1	-100%	1	0	-1	-100%
Kidnap	0	0	0	N.C.	0	1	1	N.C.
All Other Offenses	4	6	2	50%	16	23	7	44%
PART II TOTAL:	99	103	4	4%	261	291	30	11%
GRAND TOTAL:	170	189	19	11%	438	509	71	16%

N.C. = Not Calculable

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Town of Smithfield
Fire Department
 March, 2016

I. Statistical Section

Responded to	2016 March	2015 March	2016 YTD	2015 YTD
Total Structure Fires Dispatched	5	9	24	26
Confirmed Structure Fires (Our District)	1	2	5	4
Confirmed Structure Fires (Other Districts)	0	3	1	4
EMS/Rescue Calls	139	116	426	312
Vehicle Fires	0	4	4	6
Motor Vehicle Accidents	13	13	44	32
Fire Alarms (Actual)	4	6	23	13
Fire Alarms (False)	8	6	22	30
Misc./Other Calls	25	16	71	55
Mutual Aid (Received)	14	7	28	21
Mutual Aid (Given)	3	7	18	19
Overlapping Calls (Calls at the same time)	21	13	89	47
TOTAL EMERGENCY RESPONSES	194 +14%	170	614 +24.5%	493

* Denotes breakdown of calls *

	March	YTD
Fire Inspections/Compliance Inspections	23	60
Public Fire Education Programs	1	1
Children in Attendance	90	90
Adults in Attendance	6	6
Plans Review Construction/Renovation Projects	1	6
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	9	31
Re-Inspections	10	17

II. Major Revenues

	March	YTD
Inspections	\$1625.00	\$3250.00
False Alarms	\$	\$475.00
Fire Recovery USA	\$1836.00	\$5586.00
EMS Debt Setoff	\$3764.78	\$4437.78

Major Expenses for the Month:

III. Personnel Update:

- Advertised for the Firefighter position that is available and were successful in receiving 17 applicants. We will move forward with the hiring process.
- We are preparing test procedures for the internal promotion of Captain and Engineer positions
- Chief Blanton, worked with Mentor Dan Jones on March 18th and the 29th
- The department hired Jermone King as a new part-time firefighter.
- The department added Buddy Copp as a new Volunteer firefighter.

Narrative of monthly departmental activities:

- High call volumes on numerous days are resulting in 2nd and 3rd duty crews (overlapping calls at the same time) are being activated more frequently.
- March 8th the Fire Department participated in a multi-department training drill at the oil terminals in Selma
- Members of the Fire Department traveled to Snyder, Nebraska from March 23rd through 26th. To the SMEAL Fire Apparatus factory for a preconstruction meeting and to finalize the specs on the new fire engine.
- We continue to work on our departmental budget.
- We are updating all Town disaster response manuals, COOP, and the EOC user guide.

**Town of Smithfield
Public Works Department
March 31, 2016**



201 Total Work Orders completed by the Public Works Department

9 Burials, at \$700.00 each = \$6,300.00

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

\$1,000 Sunset Cemetery Lot Sales

\$2,500 Riverside Extension Cemetery Lot Sales

413.73 tons of household waste collected

220.5 tons of yard waste collected

9.23 tons of recycling collected

48 Animal Control work orders completed

14 Cats transported to Animal Shelter

9 Dogs transported to Animal Shelter

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
March 31, 2016



I. Statistical Section

- 9 _____ Burials
- 8 _____ Works Orders – Buildings & Facilities Division
- 3 _____ Work Orders – Grounds Division
- 19 _____ Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$1,000.00
Riverside Ext Cemetery Lot Sales:	\$2,500.00
Grave Opening Fees:	\$6,300.00
Total Revenue:	\$9,800.00

III. Major Expenses for the Month:

\$6,500.00 to Hines for HVAC replacement at Public Works facility, \$5,600.00 to Sohn Construction (1st draw) for renovations at Public Works facility.

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.

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
March 31, 2016**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 19 Work Orders – 20.37 Tons of Asphalt was placed in 16 utility cuts, 1 sinkhole and 1 overlay.
- c. Staff completed crack sealing streets for upcoming resurfacing project.
- d. Cleared I95 side of Outlet Center Drive free of vegetation and debris.
- e. 15 Work Orders – 1,175lbs. of Cold Patch was used for 33 Potholes.
- f. Replaced approximately 160LF of curb and gutter in municipal parking lot behind Wells Fargo.
- g. 48 Work Orders were completed regarding Animal Control related issues. 14 Cats and 9 Dogs were transported to the Animal Control Shelter.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

\$2,312.17 to Rodders & Jet Supply Co. for jet nozzle on jet truck. \$5,600 to Hinton Construction for curb and gutter replacement in municipal parking lot behind Wells Fargo.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Department didn't have safety meeting this month due to facility renovations.

**Town of Smithfield
Public Works Department
March 2016 Drainage Report**

Location: North Ave, East Street, West Street, 633-809-388 Venture Drive, 255-735-230 N Equity Drive, 410 Canterbury, 32 Peedin Road, South Ave, Front and Bridge intersection, 5th and Dundee intersection, 722 S 2nd Street.

Starting Date: 3/1/2016
Completion Date: 3/29/2016
Description: Repaired 33 potholes.
Man-hours: 4.25hrs.
Equipment: 402 pickup plus hand tools.
Materials: 23.5 bags of Perma Patch asphalt.

Location: Holding and Walnut, 719 2nd Ave, 1110 Fuller Street, 407 Cedarwood Drive, N Equity Drive.

Starting Date: 3/1/2016
Completion Date: 3/1/2016
Description: Repaired 1 sinkhole, 1 overlay and 3 utility cuts with I2 Asphalt.
Man-hours: 20hrs.
Equipment: 420 Cat backhoe, 405 dump truck, 402 pickup plus hand tools.
Materials: 7.08 tons of I2 asphalt.

Location: 2015-2016 Resurfacing project.

Starting Date: 3/3/2016
Completion Date: 3/17/2016
Description: Sealed cracks in asphalt with crack seal material for upcoming resurfacing project.
Man-hours: 116.5hrs.
Equipment: 401 pickup with crack seal machine.
Materials: 220 boxes of crack seal material.

Location: Boat Ramp.

Starting Date: 3/9/2016
Completion Date: 3/9/2016
Description: Cleaned mud and debris from boat ramp with backhoe.
Man-hours: 1.5hrs.
Equipment: 420 Cat backhoe.
Materials: N/A

Location: 129 Castle Drive.

Starting Date: 3/14/2016
Completion Date: 3/14/2016
Description: Repaired large erosion area in ditch line for positive drainage.
Man-hours: 9hrs.
Equipment: 420 Ct backhoe, 405 dump truck.
Materials: 4 yards of rip rap rock.

Location: 116 W Parker Street, Hancock and N 3rd Street, 400Blk of S 3rd, Hood and SBL, 726 Sunset Drive.
Starting Date: 3/18/2016
Completion Date: 3/18/2016
Description: Repaired 5 utility cuts with 12 Asphalt.
Man-hours: 17.25hrs.
Equipment: 420 Cat backhoe, 405 dump truck, 402 pickup plus hand tools.
Materials: 6.11 tons of 12 Asphalt.

Location: 195 in front of Outlet Center mall.
Starting Date: 3/22/2016
Completion Date: 3/24/2016
Description: Cleared shoulder free of vegetation and debris.
Man-hours: 64.5hrs.
Equipment: Bobcat with Forestry cutter, 405 dump truck with hand tools.
Materials: N/A

Location: 102 w Heath Ave.
Starting Date: 3/28/2016
Completion Date: 3/31/2016
Description: Cut back heavy vegetation from shoulder of roadway within Right of way. Hauled in rock to reworked dirt roadway.
Man-hours: 22.5hrs.
Equipment: Bobcat with Forestry cutter, 405 dump truck with hand tools
Materials: 28.5 tons of 57 stone.

Location: 13 Camelia, 309 S 4th, 314 Forbes Drive, 612 N 4th, 103 Elm Drive, 602 N 4th, SBL and Brogden Road intersection.
Starting Date: 3/30/2016
Completion Date: 3/30/2016
Description: Repaired 8 utility cuts with 12 Asphalt.
Man-hours: 18.75hrs.
Equipment: 420 Cat backhoe, 405 dump truck, 402 pickup plus hand tools.
Materials: 7.18 tons of 12 Asphalt.

Asphalt Repairs - March 2016

WO #	Location	District	Size	Repair Date
#12384 (8/20/15)	Holding St. & Walnut St. (Holding St. side)	1	Repaired sink hole 8' x 10' area where newly poured concrete was repaired	3/1/2016
#12698 (1/15/15)	116 W. Parker St.	2	Utility cut 11' x 6'	3/18/2016
#12748 (1/15/15)	13 Camelia Dr.	3	Utility cut 5' x 3'	3/30/2016
#12840 (12/4/15)	309 S. 4th St.	2	Utility cut 6' x 6'	3/30/2016
#12841 (12/4/15)	314 Forbes Dr.	1	Utility cut 2' x 5' (1st cut)	3/30/2016
#12867 (12/8/15)	Hancock St. & 3rd St.	2	Utility cut 6' x 6' (valve inside cut)	3/18/2016
#13035 (1/13/16)	719 2nd Ave.	4	Utility cut 4' x 9'	3/1/2016
#13059 (1/15/16)	314 Forbes Dr.	1	Utility cut 8' x 5' (2nd cut)	3/30/2016
#13083 (1/21/16)	1110 Fuller St.	1	Utility cut 4' x 10'	3/1/2016
#13149 (2/2/16)	407 Cedarwood Dr.	1	Utility cut 8' x 18'	3/1/2016
#13290 (2/29/16)	612 N. 4th St.	2	Utility cut 2' x 5'	3/30/2016
#13299 (3/1/16)	N. Equity Dr. beside of Perfect 10 Nails/521 Outlet Ctr. Dr.	2	Overlay 10' x 16' area	3/1/2016
#13350 (3/1/16)	400 Block of S. 3rd St.	2	Utility cut 5' x 7'	3/18/2016
#13386 (3/15/16)	103 Elm Dr.	3	Utility cut 8' x 8'	3/30/2016
#13409 (3/18/16)	Hood St. & S. Bright Leaf Blvd.	1	Old 6' x 6' Utility cut has dropped	3/18/2016
#13410 (3/18/16)	726 Sunset Dr.	1	Utility cut 3' x 16'	3/18/2016
#13419 (3/21/16)	602 N. 4th St.	2	Utility cut 2' x 4'	3/30/2016
#13421 (3/21/16)	212 Bridge St.	2	Utility cut 2' x 2'	3/30/2016
#13488 (3/20/16)	S. Bright Leaf Blvd. & Brodgen Rd.	2	Utility cut 3' x 3'	3/30/2016
			20.37 tons of asphalt was used in: 16 utility cuts 0 large gator areas, 0 gutter repair, 0 root damage repair, 0 curb cut, 1 sink holes, 0 repair bad area in the asphalt, and 1 overlays, 0 Drop off at driveway, 0 potholes, 0 driveway apron repair, 0 of concrete: 0 concrete utility cut repairs	

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
March 31, 2016**



I. Statistical Section

 40 Preventive Maintenances

 0 North Carolina Inspections

 6 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

Sohn, Inc. was paid \$1,035 for additional renovations to the Public Works Facility.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators.

**Town of Smithfield
Public Works Sanitation Division
Monthly Report
March 31, 2016**



I. Statistical Section

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

- a. Sanitation forces completed 36 work orders
- b. Sanitation forces collected 413.73 tons of household waste
- c. Sanitation forces disposed of 147 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0.28 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 2.40 tons of construction debris (C&D)
- f. Town disposed of 175 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 4.82 tons of recyclable plastic
- h. Recycled 2,960 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gallons of cooking oil was collected at the Convenient Site Center
- j. Recycled 5,860 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$36.22 from Sonoco Products for cardboard recycling material
- b. Sold 0 lbs. of aluminum cans for \$0.00
- c. Sold 2,560 lbs. of shredder steel for \$108.80 to Omni Source
- d. Sold 2,100 lbs. of shredder sheet iron for \$89.25 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$3,488.00 for disposal of yard waste and debris. Paid Deacon Jones \$27,038 for the 2016 F-150 4 x 4, and paid NCDMV \$811.14 for taxes, and tags.

IV. Personnel Update:

Tony Burnette and Rayford Twigg returned from medical leave.

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.



PARKS & RECREATION SMITHFIELD RECREATION AND AQUATICS CENTER MONTHLY REPORT MARCH, 2016

I. Parks and Recreation and SRAC Programs/Events

Programs/Events in progress of recently completed: **31**
Total Contacts with Program Participants: **1896** *(registered participants)
SRAC member visits > **5975***(does not include spectators, meeting attendees, etc.)
SRAC paid day pass visitors > **1126**
SRAC complimentary day pass visitors > **22**
SRAC Facility Rentals (Banquet Room, Gym, M-P Room, Pool,) > **48 Rentals**
P&R Athletic games, practices and tournaments > **36** (participants included in "Total" above)
P&R Facility Rentals (fields, shelters, etc.) > **892** people (21 Rentals)
TOTAL DIRECT CONTACTS > 14,928

II. Budget Information

Through 3/31/16 & YTD:
Parks and Recreation Expenditures > approximately 56.77%
SRAC Expenditures > approximately 65.29
SRAC Revenues collected > approximately 68.75%

III. Highlights

Hosted the USSSA Relay for Life Tournament with 20 Softball Teams
Hosted the TSL Baseball Showcase with 19 Baseball Teams
Began Alligator Steps (Mommy & Me) Swim Class (we have had to expand class times.)
Hosted two Carolina Regional Volleyball Tournaments



- **Statistical Section**
 - Electric CP Demand 20,082 Kw relative to February's demand of 23,864 Kw.
 - Electric System Reliability for was 99.7563%, with only one recorded outage; relative to February's 99.8781%.
 - Raw water treated on a daily average was 0.00 MG relative to 3.418 MG for February; with maximum demand of 0.00 MG relative to February's 3.946 MG. The lack of flow was due to the plant shut down, so maintenance operations and process upgrades could occur throughout the month of March.
 - Total finished water to the system was 0.00 MG relative to February's 87.789 MG. Average daily for the month was 0.00 MG relative to February's 3.027 MG. Daily maximum was 0.00 MG (Every Day) relative to February's 3.432 MG. Daily minimum was 0.00 MG (Every Day), relative to February's 0.287MG. The lack of flow was due to the plant shut down, so maintenance operations and process upgrades could occur throughout the month of March.
- **Miscellaneous Revenues**
 - Electrical sales were \$1,378,737 relative to February's sales of \$1,533,677
 - Water sales were \$182,419 relative to February's \$162,669
 - Sewer sales were \$240,841 relative to February's \$222,922
 - Johnston County Water purchase were \$0 for 0.00 MG relative to February's \$74,965 for 49.976 MG. The lack of sales was due to the plant shut down, so maintenance and process upgrades could occur throughout the month of March.
- **Major Expenses for the Month**
 - Electricity purchases were \$938,612 relative to February's \$1,047,817
 - Johnston County sewer charge was \$212,278 for 70.946 MG relative to February's \$280,665 for 93.368 MG.
- **Personnel Changes –**
 - John Pilkington was hired and began his duties as the new Line Mechanic, on March 7, 2016.



Town Of Smithfield
WATER AND SEWER
Monthly Report
MARCH 2016

I. Statistical Section

- REPLACED 13 WATER METERS
- SET 1 METERS FOR NEW ACCOUNTS
- REPAIRED 18 WATER SERVICE OR METER LEAKS
- REPAIRED 3 1 ¼" OR LARGER WATER MAIN BREAKS
- WASHED 14745 FEET SEWER LINES
- WASHED OR RODDED 1370 FEET OF SERVICE LINES
- INSTALLED 5 SANITARY SEWER CLEAN OUTS
- MADE 1 WATER TAPS, AND 0 SEWER TAP
- DISCOLORED WATER CALLS – 5
- LOW PRESSURE CALLS - 6

II. Major Revenues

- NA
-

III. Major Expenses for the Month:

IV. Personnel Update

- Rehired former employee John Pilkington

V. Miscellaneous Activities:

- RODDED OR FLUSHED 20 SEWER SERVICES
- REPLACED 1 FIRE HYDRANTS
- SERVICE CALLS 169
- LOCATES 163
- CHECK 18 LIFT STATIONS DAILY
- FLUSHED DEAD ENDS 1 TIME
- FLUSHED ALL HYDRANTS ON HYDRANT LIST

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	3/2/2016	0.4	15	5310	10	White Oak Drive	3/16/2016	2.2	15	5310	10
Stephson Drive	3/2/2016	0.2	15	5310	10	Brookwood Drive	3/9/2016	2.8	15	5655	5
Garnet Drive	3/2/2016	0.4	15	7965		Runnymede Place	3/2/2016	2	15	5310	10
Computer Drive	3/2/2016	0.4	15	5310	10	Nottingham Place	3/2/2016	2	15	5310	10
Elm Drive	3/2/2016	0.4	15	5310	10	Heritage Drive	3/2/2016	2.2	15	5310	10
Hillcrest Drive	3/2/2016	1	30	10620	10	Regency Drive	3/4/2016	3.4	30	38000	60
Skyland Drive	3/2/2016	0.4	15	5310	10	Randers Court	3/4/2016	3.9	30	31860	40
Eason Street	3/2/2016	1	15	15930	40	Noble Street	3/2/2016	4	15	7920	
Holland Drive	3/2/2016	1	15	9750	15	Fieldale Dr#1(L)	3/2/2016	3.6	15	15930	40
Parkway Drive	3/16/2016	2.2	15	15930	40	Fieldale Dr#2(R)	3/2/2016	3.6	15	15930	40
Bradford Street	3/16/2016	2.6	15	7965		Noble Plaza #1	3/2/2016	2.2	15	5310	10
Kellie Drive	3/16/2016	2.4	15	7965		Noble Plaza #2	3/2/2016	2.2	15	5310	10
Edgewater	3/16/2016	2.4	15	7965		Pinecrest Street	3/2/2016	2.2	15	5310	10
Edgcombe	3/16/2016	2.4	15	159480	40	Ava Gardner	3/2/2016	2.5	60	95980	
Magnolia circle	3/2/2016	3.8	15	7965		Waddell Drive	3/2/2016	2	15	5310	10
Valley Wood	3/7/2016	2.5	15	15930	40	Heather Court	3/4/2016	3.9	30	15930	40
Creek Wood	3/7/2016	2.8	15	15930		Reeding Place	3/4/2016	3.8	30	31860	40
Kay Drive	3/22/2016	2.5	15	9750	15	S. Sussex Drive	3/2/2016	2.2	15	7965	
Huntington Place	3/9/2016	2	15	10095	1	Henly Place	3/2/2016	2	15	8715	12
N. Lakeside Drive	3/22/2016	2.5	15	9435	14	Furlonge Street	3/2/2016	1	15	8715	12
Cypress Point	3/22/2016	2.5	15	8715	12	Aspen Drive	3/2/2016	2.5	15	8715	12
Quail Run	3/22/2016	2.5	15	10095	1	Cedar Drive	3/2/2016	2	15	5310	10
British Court	3/22/2016	2.5	15	11550	2	Oak Drive	3/2/2016	2.1	15	9430	14
Tyler Street	3/22/2016	2.5	15	19500	60	Pine Street	3/2/2016	2	15	9750	15
Rainbow Drive	3/2/2016	4	15	19500	60	Birch Street	3/2/2016	2	15	8715	12
Rainbow Circle	3/2/2016	3.8	15	19500	60	East Street	3/11/2016	2.6	15	15930	40
Moonbeam Circle	3/2/2016	4	15	19500	60	West Street	3/22/2016	1.8	15	17820	50
Yelverton Road	3/2/2016	2	15	15930	40	Ward Street	3/22/2016	2	15	15930	40
Ray Drive	3/2/2016	1	15	31860	40	Ryans	2-Mar	2.5	60	63720	
Will Drive	3/2/2016	1	15	31860	40	Water Samples	3/2/2016	2	15	8715	12
Golden Corral	3/2/2016	2	15	10080	16	Davis Street	3/2/2016	1.4	15	15930	40
Sheltonway						Wellons Street	3/2/2016	2.5	15	5310	10
THM Samples						Caroline Ave.	3/22/2016	0.5	15	7965	15
Michael Lane	3/2/2016	2.9	15	7965	40	Johnston Street	3/2/2016	0.4	15	7965	15
Crestview Drive	3/2/2016	1.8	15	5080		HWY 210 LIFT ST.	3/2/2016	1.8	15	10620	
Coor Farm Supply	3/2/2016	1.8	15	5080		Old Goldsboro Rd.	3/2/2016	1.8	15	10620	



MONTHLY WATER LOSS REPORT

MARCH 2016

$\frac{3}{4}$ " LINE-1/8" HOLE- 1 DAY

$\frac{3}{4}$ " LINE- 1/16" HOLE – 6 DAYS

$\frac{3}{4}$ "LINE- 1/16" HOLE-4 HOURS

$\frac{3}{4}$ "LINE- 1/16" HOLE-4 HOURS

5/8" METER LEAKING AT NUT – 4 DAYS

5/8" METER LEAKING AT NUT – 4 DAYS

5/8" METER LEAKING AT NUT – 4 DAYS

5/8" METER LEAKING AT NUT – 5 DAYS

5/8" METER LEAKING AT NUT – 1 DAY

1 $\frac{1}{2}$ " LINE 1/16" HOLE – 10 DAYS

6" LINE 1/8" HOLE- 8 DAYS



**Town of Smithfield
Electric Department
Monthly Report
March, 2016**

I. Statistical Section

- Street Lights repaired -24
- Area Lights repaired -13
- Service calls – 28
- Underground Electric Locates –149
- Poles changed out or installed -5
- Underground Services Installed -1

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- Utility Dept. had a Safety meeting on Trenching.

V. Miscellaneous Activities:

- Upgraded overhead line in alley in the 900 block of S. Vermont.
- Upgraded overhead line at reservoir.
- Started Conversion project on Wilson St.

