



Mayor

M. Andy Moore

Mayor Pro-Tem

Travis Scott

Council Members

Marlon Lee

David Stevens

David Barbour

Emery Ashley

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council Agenda Packet

Meeting Date: Tuesday, February 5, 2019

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING FEBRUARY 5, 2019
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations:

- 1. Partnership For Children’s “ Think Babies Bus Tour”**
(Executive Director – Dwight Morris)
- 2. Proclamation – Honoring the Pine Acres Community**
(Mayor – M. Andy Moore) See attached information.....1

Public Hearings:

- 1. SUP-19-01 Johnston County Regional Airport:** The applicant is requesting a special use permit to exceed 40 feet in building height for a proposed structure located within an R-20A (Residential-Agricultural) zoning district. The property considered for approval is located on the east side of the intersection of Swift Creek Road and Airport Industrial Drive and further identified as Johnston County Tax ID# 15079015.
(Senior Planner – Mark Helmer) See attached information.....5
- 2. RZ-18-07 Michael Stewart, P.E.:** The applicant is requesting to rezone 21.26 acres of land from Johnston County AR (Agricultural-Residential) zoning district to the Town of Smithfield R-20A (Residential-Agriculture) zoning district. The property considered for rezoning is located on Black Creek Road approximately 1700 feet southwest of its intersection with NC Highway 210. The property is further identified as Johnston County Tax ID# 15I09011B.
(Senior Planner – Mark Helmer) See attached information.....25

- 3. RZ-18-09 Studio TK:** The applicant is requesting to rezone a 3.12 acre portion of a 9.92 acre tract of land from the B-3(Highway Entrance Business) and R-20A (Residential-Agricultural) to the LI (Light Industrial) zoning district. The property considered for rezoning is located on the east side of US 70 Business West approximately 200 feet north of its intersection with Cloverdale Drive. The property is further identified as Johnston County Tax ID#17J08001A. (Senior Planner – Mark Helmer) See attached information.....47

Citizens Comments

Consent Agenda Items

- 1. Approval of Minutes:**
a. January 8, 2019 – Regular Meeting
b. January 8, 2019 – Close Session (Under Separate Cover).....61
- 2. Consideration and Approval to amend the audit contract with Thompson, Price, Scott, Adams and Company, PA.**
(Finance Director – Greg Siler) See attached information.....65
- 3. Consideration and Approval to adopt Resolution #634 (01-2019) for financing terms by First Citizens Bank for a loan in the amount of \$88,500 for the purchase of rolling stock**
(Finance Director – Greg Siler) See attached information.....83
- 4. Consideration and Approval to use contingency funds in the amount of \$11,600 for needed repairs at the Public Library**
(Town Manager – Michael L. Scott) See attached information.....89
- 5. Bid Award to Asheville Ford in the amount of \$28,612.81 for the purchase of a 2019 Ford F 250 pickup truck for the Public Works Department**
(Public Works Director – Lenny Branch) See attached information.....95
- 6. Bid Award to Deacon Jones in the amount of \$132,990.00 for the purchase of six vehicles for the Police Department**
(Chief of Police – R. Keith Powell) See attached information.....113
- 7. New Hire Report**
(Human Resources Director – Tim Kerigan) See attached information.....127

Business Items:

- 1. Consideration and Approval to adopt Resolution #635 (02-2019) to begin the procedure for closing a portion of Meadowbrook Drive**
(Town Attorney – Bob Spence) See attached information.....129

2. Consideration and Approval of a service contract with ACSM to provide fabrication and installation of phase II of the Wayfinding Sign System and to approve the use of 2% Tourism monies to fund the contract.
(Economic Development Liaison – Tim Kerigan) See attached information.....137

3. Update on the Water Plant Expansion
(Public Utilities Director – Ted Credle) See attached information.....149

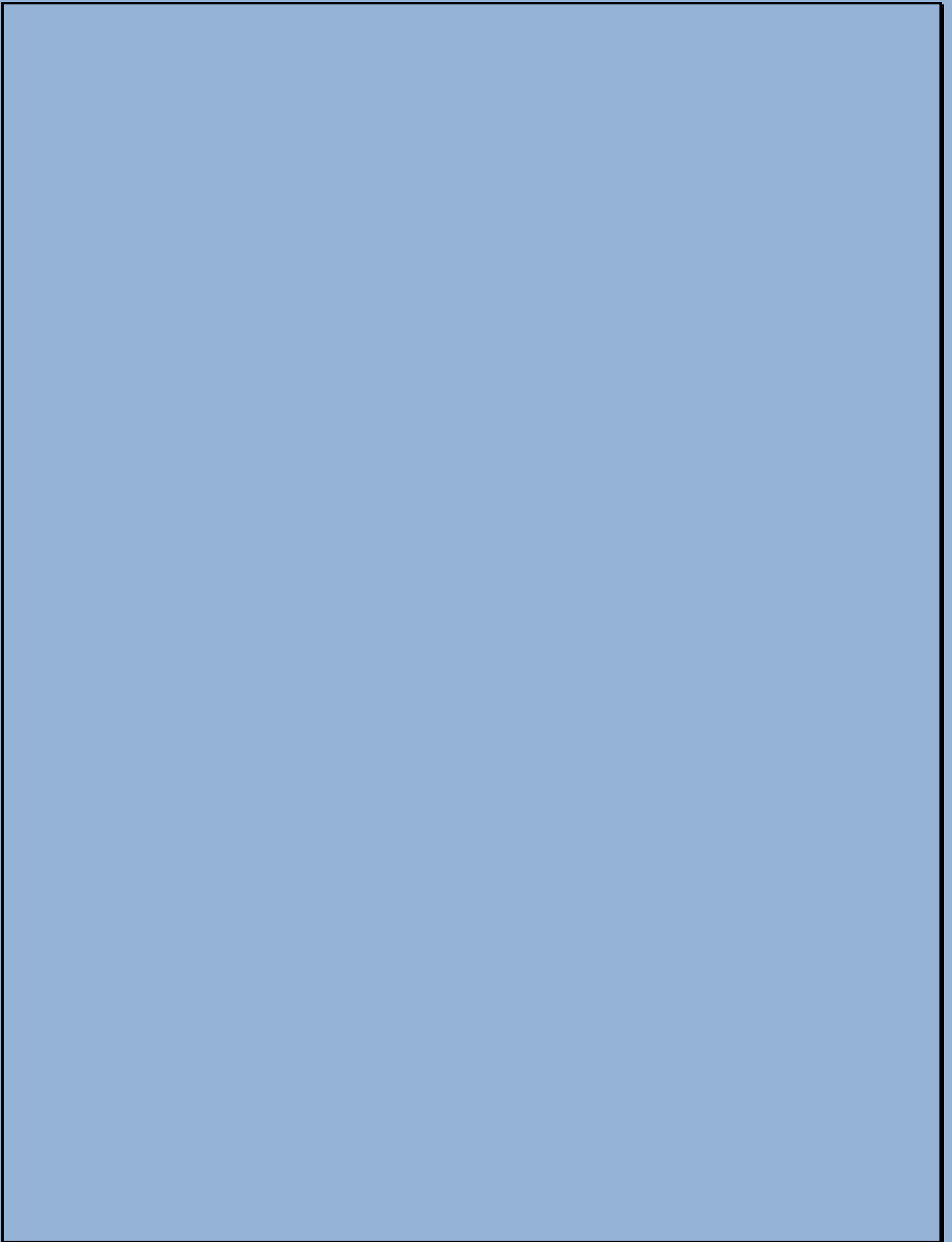
Councilmember’s Comments

Town Manager’s Report

- Financial Report (See attached information).....205
- Department Reports (See attached information).....209
- Manager’s Report

Adjourn

Presentations





Request for Town Council Action

Presentation: Proclamation

Date: 02/05/2019

Subject: Proclamation

Department: Planning

Presented by: Mark Helmer, Senior Planner

Presentation: By Mayor Moore

Issue Statement

Rachel Ayers, resident and newly appointed Historic Properties Commission (HPC) member has requested the Mayor issue a Proclamation honoring the Pine Acres Neighborhood and declaring it historically significant to the growth and development of the Town

Financial Impact

None

Action Needed

Issue proclamation

Recommendation

The HPC recommends the approval of the Proclamation.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proclamation



Staff Report

Presentation: Proclamation

Rachel Ayers, resident and Historic Properties Commission member, has done some research on the Pine Acres Neighborhood and has discovered that the neighborhood was developed in partnership with the Johnston County Training School and the Johnston County Board of Education to provide homeownership opportunities for African American educators, business people, health professionals and others in the Town of Smithfield when there were none. As a result, the development opened up economic opportunities for its residents who went on to contribute towards the growth and development of the Town in a variety of professions. In addition, the residents contributed to the wellbeing of the town, and were highly instrumental in the integration of Johnston County Schools and the civil rights movement. The proclamation is a recognition of the unique history of the neighborhood and contributions of its residents.

PROCLAMATION
*Honoring the Pine Acres Neighborhood
In the Town of Smithfield*

WHEREAS, the Town of Smithfield includes historically significant neighborhoods that deserve recognition for their contributions to the Town; and

WHEREAS, the Town of Smithfield recognizes and celebrates more than fifty years of history of the Pine Acres Neighborhood; and

WHEREAS, the Town of Smithfield is committed to raising awareness of the historical significance of the Pine Acres Neighborhood and its contributions to the Town of Smithfield; and

WHEREAS, Pine Acres was developed in partnership with the Johnston County Training School and the Johnston County Board of Education to provide homeownership opportunities for African American educators, business people, health professionals and others in the Town of Smithfield when there were none; and

WHEREAS, certain residents of the Pine Acres Neighborhood were instrumental in the integration of Johnston County Schools during the Civil Rights Movement of the 1960's; and

WHEREAS, the residents of Pine Acres Neighborhood have contributed to the wellbeing of the Town of Smithfield as citizens, educators, business leaders, health professionals and others; and

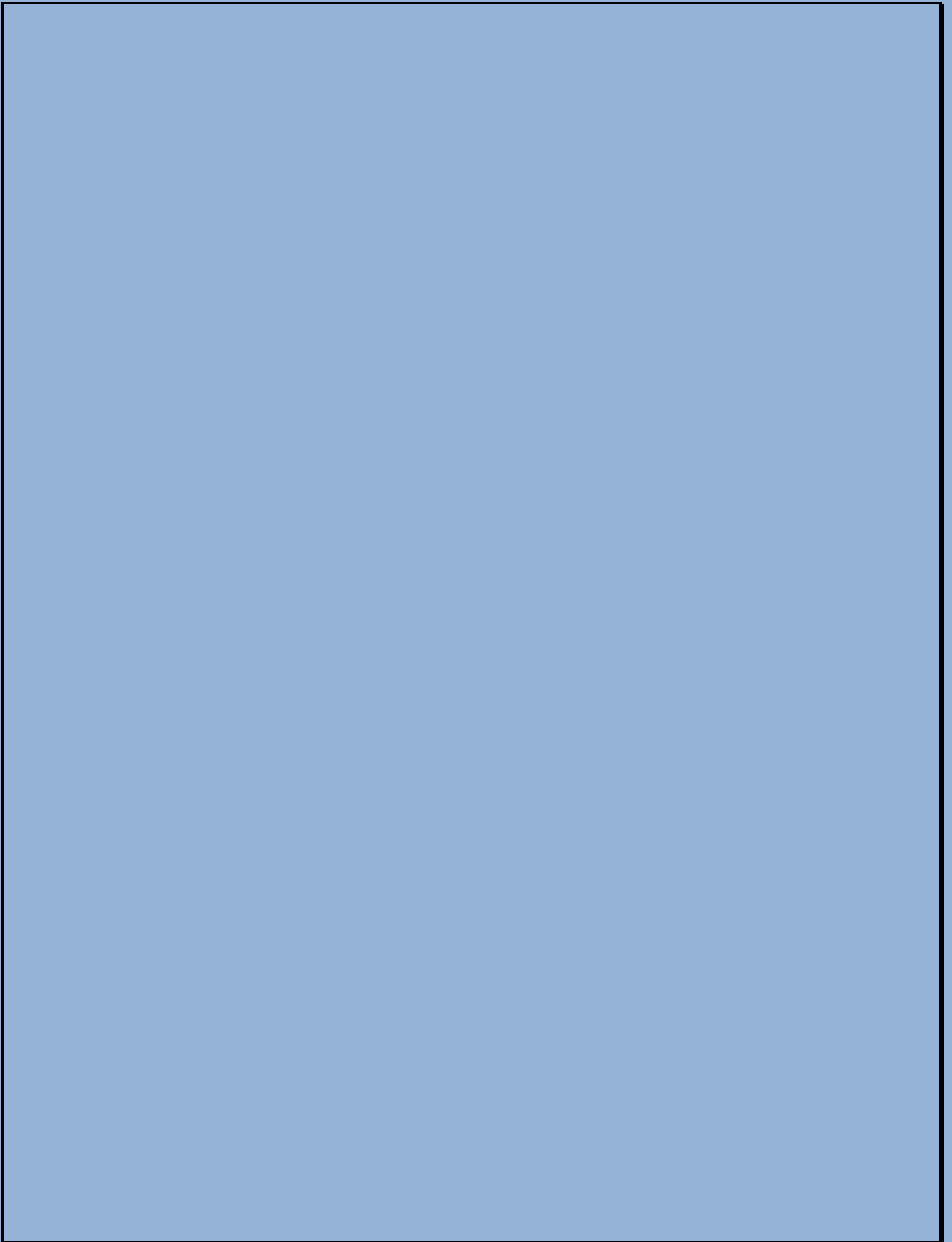
WHEREAS, the Town of Smithfield appreciates this rich history and the significance of the Pine Acres Neighborhood.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, do hereby proclaim the Pine Acres Neighborhood to be historically significant to the growth and development of the Town of Smithfield.

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 the 1st day of February in the year of our Lord Two Thousand Nineteen

Public Hearings





Request for Town Council Action

Public Hearing: SU-19-01
Date: 02/05/2019

Subject: Request for Special Use Permit
Department: Planning
Presented by: Mark Helmer
Presentation: Public Hearing

Issue Statement

The Johnston County Regional Airport is requesting a special use permit to exceed the 40 foot building height limit.

Financial Impact

None

Action Needed

To hold a public hearing, and approve or deny the Special Use Permit application with or without conditions in accordance with finding of fact for a special use permit.

Recommendation

Staff recommends approval of the Special Use Permit, SUP-19-01, with the following conditions:

1. That the building be designed and constructed in accordance with FAA regulations, and a formal FAA approval be submitted to the Town.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Finding of Fact
3. Application
4. **Site Map**
5. Site Plan, Sheets 1-4
6. Building elevations
7. Adjacent Property Owners List
8. Adjacent Property Notification



Staff Report

**Public SUP-
Hearing: 19-01**

Application Number: SUP-19-01
Project Name: JNX - FBO Site Development and Parking Lot Expansion
TAX ID number: 15079017D
Town Limits/ETJ: ETJ
Applicant: Phil Lanier, Airport Director - Johnston Regional Airport
Owners: Johnston Regional Airport Authority
Agents: N/A

PROJECT LOCATION: JNX Regional Airport - 3149 Swift Creek Road, Smithfield, NC

REQUEST:

The applicant is requesting a Special Use Permit to exceed the 40' height limitation of the UDO.

SITE DATA:

Acreage: 325 of total airport acreage of 673.43 acres
Present Zoning: R-20A Residential-Agriculture
Proposed Zoning: N/A
Existing Use: JNX Airport
Proposed Use: JNX Airport (classroom, office, restaurant and hangar facilities)
Water Service: Johnston County
Sewer Service: Johnston County
Electrical Service: Duke Energy
Fire District: Smithfield

ADJACENT ZONING AND LAND USES:

	Zoning	Existing Use
North:	B-3 Commercial/LI-Light Industrial	Commercial /Industrial
South:	R20A Residential-Agriculture	Vacant/Agricultural
West:	R20A Residential-Agriculture/ LI – Light Industrial	Industrial/Vacant Forested
East:	R20A Residential-Agriculture	Vacant Forested

ENVIRONMENTAL: There does not appear to be any environmentally sensitive areas impacted by the use.

STAFF ANALYSIS AND COMMENTARY:

Blue Line Aviation is proposing a new facility at the JNX Airport which will consist of classrooms, offices, restaurants and hangar facilities. The portion of the proposed building to house the classrooms, offices and restaurant will be 3 stories in height, exceeding the **40'** maximum height allowed. The UDO Section 8.13.5 allows building height to exceed 40 ft. up to a maximum of **100'** with a special use permit. The proposed JNX Airport building is proposed to have a height of **51'-11"**. This portion of the building is approximately 18,780 (total of the 3 stories) square feet and will contain classrooms on the first floor, offices on the second and restaurant on the third. The height of the adjacent hangar will be **31'-10"** high.

The building will be designed in accordance with FAA regulations. Submittal of the FAA's approval is a recommended condition of approval.

FINDINGS OF FACT (*Staff findings in Bold Italic*)

1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. ***The proposed facility is well contained within the airport facilities and formal FAA approval will be required before construction to ensure it complies with FAA regulations.***
2. The special use will be in harmony with the existing development and uses within the area in which it is to be located. ***The proposed uses are accessory to the airport and are typical accessory amenities to an airport.***
3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. ***The proposed use will not have any impact on the normal and orderly development and improvement of the surrounding properties. The airport facility is well buffered from adjacent land uses and property by vacant airport land which is used to buffer the airport.***
4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided. ***Utilities, access, drainage, parking and other facilities are being provided with the building improvements.***
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. ***Ingress and egress to the site will remain unchanged. The additional height will have no impact on ingress and egress.***

6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. ***Yes, all regulations have been conformed with, or will be conformed with prior to issuance of a permit.***
 7. Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern. ***The access conforms to plans.***
 8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council. ***The access conforms to plans.***
-

PLANNING DEPARTMENT RECOMMENDATIONS:

Staff recommends approval of the Special Use Permit, SUP-19-01, with the following conditions:

1. That the building be designed and constructed in accordance with FAA regulations, and a formal FAA approval be submitted to the Town.
-

TOWN COUNCIL ACTION REQUESTED:

The Smithfield Town Council is requested to hold a public hearing, review the petition for a special use permit for a **51-11' building, exceeding the Town's 40 ft. building** height restriction and make a decision in accordance with the finding of fact for a special use permit.

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

Application Number: SUP-19-01 **Name:** Johnston County Regional Airport

Request: The applicant seeks a special use permit to exceed the 40' height limitation of the UDO to construct and operate a fixed base of operations for aviation related land uses on property located within an R-20A (Residential-Agricultural) zoning district.

In approving an application for a special use permit in accordance with the principles, conditions, safeguards, and procedures specified herein, the Town Council may impose reasonable and appropriate conditions and safeguards upon the approval. The petitioner will have a reasonable opportunity to consider and respond to any additional requirements prior to approval or denial by the Town Council. The Town Council shall include in its comments a statement as to the consistency of the application with the Town's currently adopted Comprehensive Plan. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which the below requires.

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

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

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

Motion to Approve: *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Special Use Permit Application # SUP-19-01 with the following condition:*

1. That all other requirements of the Unified Development Ordinance are met prior to site plan approval.

Motion to Deny: *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application # SUP-19-01 for the following stated reason:*

Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-19-01 is hereby:

_____ **approved upon acceptance and conformity with the following conditions:**

1. That all other requirements of the Unified Development Ordinance are met prior to site plan approval.

_____ **denied for the noted reasons.**

Decision made this 5th day of February, 2019 while in regular session.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



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

SPECIAL USE PERMIT APPLICATION

Pursuant to Article 4, of the Town of Smithfield Unified Development Ordinance, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to allow a Special Use. Special Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.

Special Use Permit applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans and one (1) digital copy of all required documents, an Owner's Consent Form (attached) and the application fee. The application fee is \$300.00. All fees are due when the application is submitted.

SITE INFORMATION:

Name of Project: _____ Acreage of Property: _____

Parcel ID Number: _____ Tax ID: _____

Deed Book: _____ Deed Page(s): _____

Address: _____

Location: _____

Existing Use: _____ Proposed Use: _____

Existing Zoning District: _____

Is project within a Planned Development: Yes No X

Planned Development District (if applicable): _____

Is project within an Overlay District: Yes X No

Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: _____	Date Submitted: _____	Date Received: _____	Amount Paid: _____
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OWNER INFORMATION:

Name: _____
Mailing Address: _____
Phone Number: _____ Fax: _____
Email Address: _____

APPLICANT INFORMATION:

Applicant: _____
Mailing Address: _____
Phone Number: _____ Fax: _____
Contact Person: _____
Email Address: _____

STATEMENT OF JUSTIFICATION

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

REQUIRED FINDING OF FACT

Article 4 of the Town of Smithfield Unified Development Ordinance requires applications for a Special Use Permit to address the following findings. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which this section requires. The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:

- 1) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.

- 2) The special use will be in harmony with the existing development and uses within the area in which it is to be located.

- 3) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

- 4) Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.

- 5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

- 6) The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.

- 7) Public access shall be provided in accordance with the recommendations of the Town’s land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.

- 8) The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

REQUIRED SITE PLAN INFORMATION

Article 5 of the Town of Smithfield Unified Development Ordinance requires a site plan be prepared by a professional engineer, registered land surveyor, or licensed architect and shall be drawn to scale of not less than one inch equals 30 feet. The site plan shall be based on the latest tax map information and shall be of a size as required by each individual site plan. The site plan shall contain the following information, if applicable as determined by the UDO Administrator:

- 1) A key map of the site with reference to surrounding areas and existing street locations.
- 2) The name and address of the owner and site plan applicant, together with the names of the owners of all contiguous land and of property directly across the street as shown by the most recent tax records.
- 3) Parcel Identification Numbers (PIN) for site and adjacent properties.
- 4) Deed book and page reference demonstrating ownership of property.
- 5) Location of all existing and proposed structures, including their outside dimensions and elevations, streets, entrances, and exits on the site, on contiguous property, and on property directly across the street.
- 6) Building setback, side line, and rear yard distances.
- 7) Location of watercourses, ponds, flood zones, water supply watershed areas, and riparian buffers. **N/A**
- 8) All existing physical features, including existing trees greater than eight (8) inches in diameter measured four and one-half (4.5) feet above ground level, and significant soil conditions. **N/A**
- 9) Topography showing existing and proposed contours at no greater than ten (10) foot intervals. All reference benchmarks shall be clearly designated.
- 10) The zoning of the property, including zoning district lines where applicable.
- 11) Lot line dimensions and property lines of the tract to be developed (with dimensions identified), adjacent property lines (including corporate limits, Town boundaries, and county lines). **N/A**
- 12) Parking, loading, and unloading areas shall be indicated with dimensions, traffic patterns, access aisles, and curb radii per the requirements of Article 10, Part I.
- 13) Types of surfaces for drives, sidewalks, and parking areas. **All pavement surfaces.**
- 14) Location and design of existing and proposed sanitary waste disposal systems, water mains and appurtenances (including fire hydrants) on or adjacent to the parcel. **Public utilities.**
- 15) Other utility lines both under- and above-ground, including electric power, telephone, gas, cable television.
- 16) Location of all US Clean Water Act Section 404 wetland areas, located of detention/retention ponds (Best Management Practices), riparian buffers and impervious surface areas with area dimensions, and ratios of impervious surface to the total size of the lot. **N/A**
- 17) The location of all common areas. **N/A**
- 18) The location and dimensions of all areas intended as usable open space, including all recreational areas. The plans shall clearly indicate whether such open space areas are intended to be offered for dedication to public use or to remain privately owned. **N/A**
- 19) Landscaping and buffering plan showing what will remain and what will be planted, indicating names of plants, trees, and dimensions, approximate time of planting, and maintenance plans per the requirements of Article 10, Part II. The plan shall include the tree line of wooded areas and individual trees eight (8) inches in diameter or more, identified by common or scientific name. **Detailed information will be provided with the site plan submittal.**
- 20) Proposed site lighting. **Detailed information will be provided with the site plan submittal.**

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town Council of the Town of Smithfield to approve the subject Special Use Permit. I hereby certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Smithfield, North Carolina, and will not be returned.

Phil Lanier
Print Name

Phil Lanier
Signature of Applicant

12/18/18
Date

OWNER'S CONSENT FORM

Name of Project: FBO Site Dev. & Parking Lot Exp. Submittal Date: December 20, 2018

OWNERS AUTHORIZATION

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

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

Signature of Owner

Print Name

Date

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Phil Lanier

Signature of Owner/Applicant

Phil Lanier

Print Name

12/18/18

Date

FOR OFFICE USE ONLY

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

Johnston County Regional Airport



Project Name:
Johnston County
Regional Airport
FBO Addition

File Number:
SUP-19-01

Proposed Use:
Aviation Uses /
Restaurant /
Parking

Property Owner:
Johnston Regional
Airport Authority

Applicant:
Mr. Phil Lanier
Airport Director

Location:
Swift Creek Road

Tax ID#
15079017D

Zoning District:
R-20A & HI

ETJ Limits
 Corporate Limits



Map created by the
Mark E. Helmer, AICP
Senior Planner,
GIS Specialist
on 1/23/2019



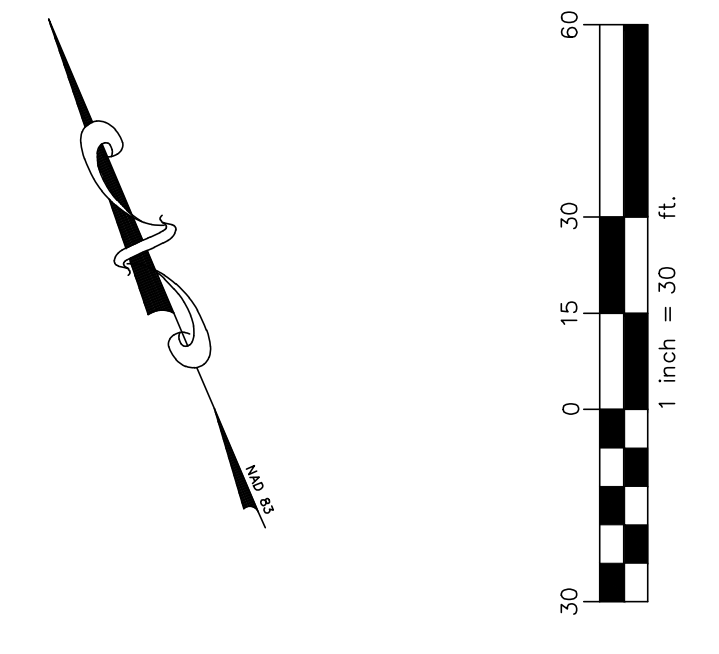
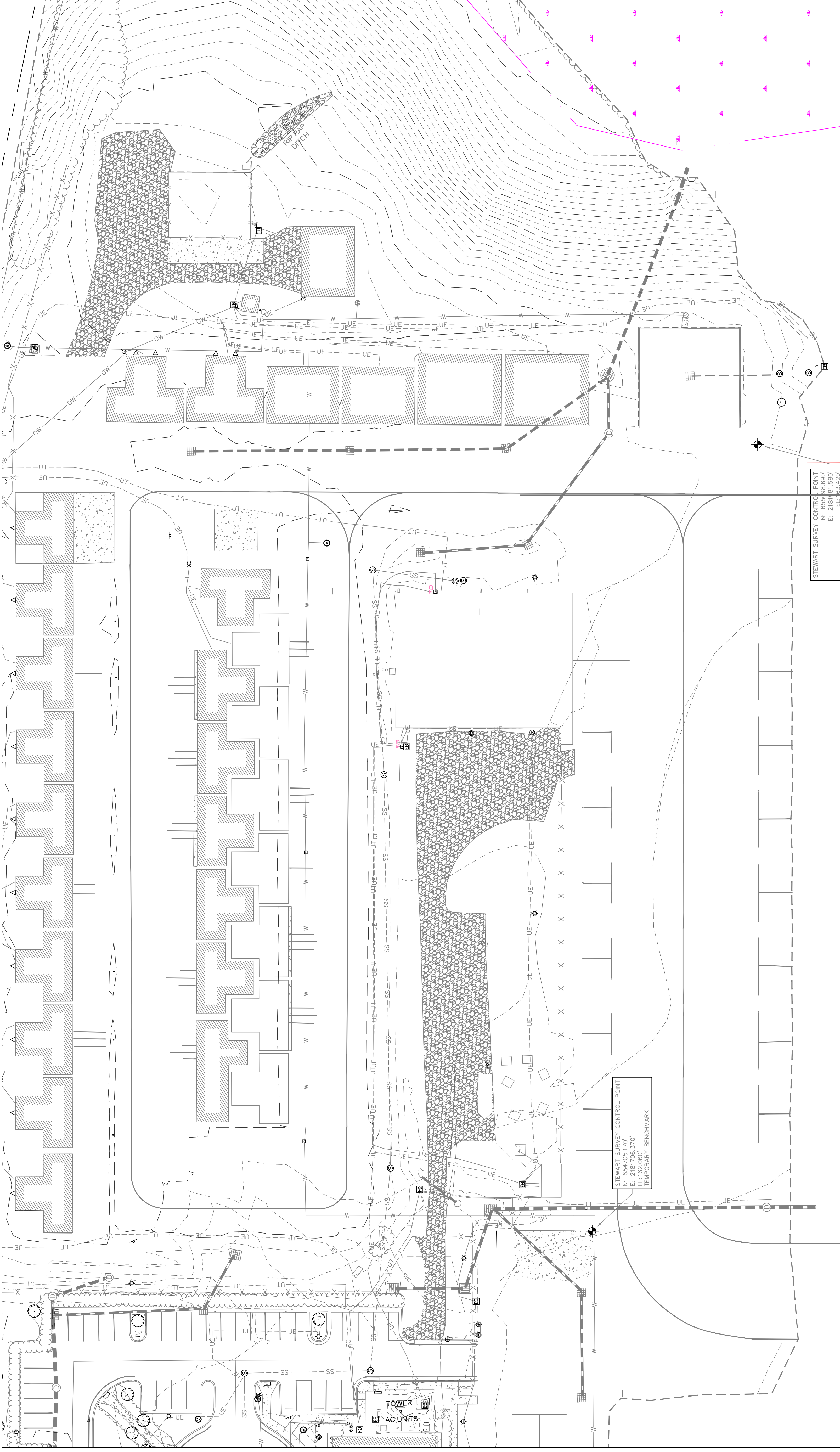
Location of Proposed Structure Exceeding 40' in Height

NO.	DATE	DESCRIPTION	BY

PROJECT NAME: **FBO SITE DEVELOPMENT AND PARKING LOT EXPANSION FOR THE JOHNSTON REGIONAL AIRPORT**
EXISTING CONDITIONS
DRAWING TITLE:

PROJ. MGR.: IBZW
DESIGN BY: FABGDH
DRAWN BY: CDH/MRM
PROJ. DATE: JANUARY 2019
DRAWING NUMBER:
1 OF 4
WKD PROJ. NO.:
20180257.01.RA

DRAFT DESIGN - DO NOT USE FOR CONSTRUCTION

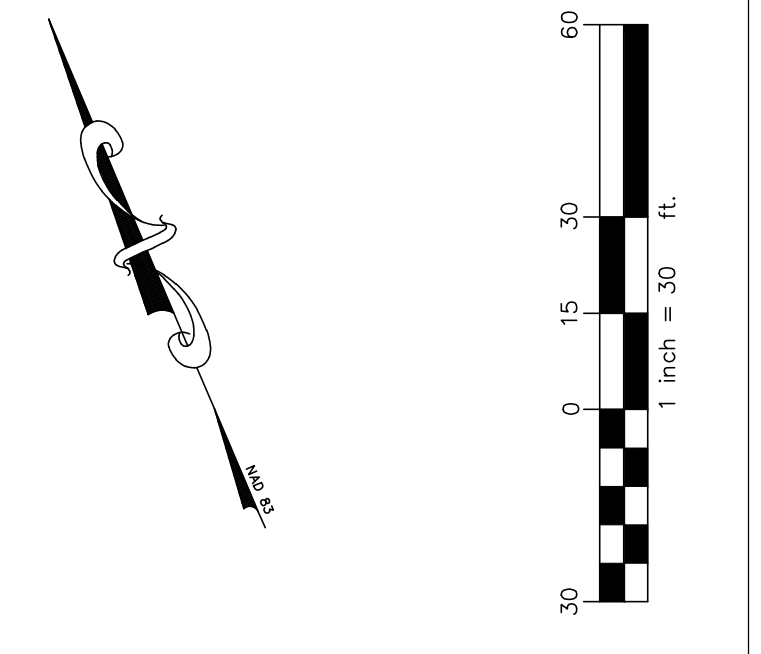
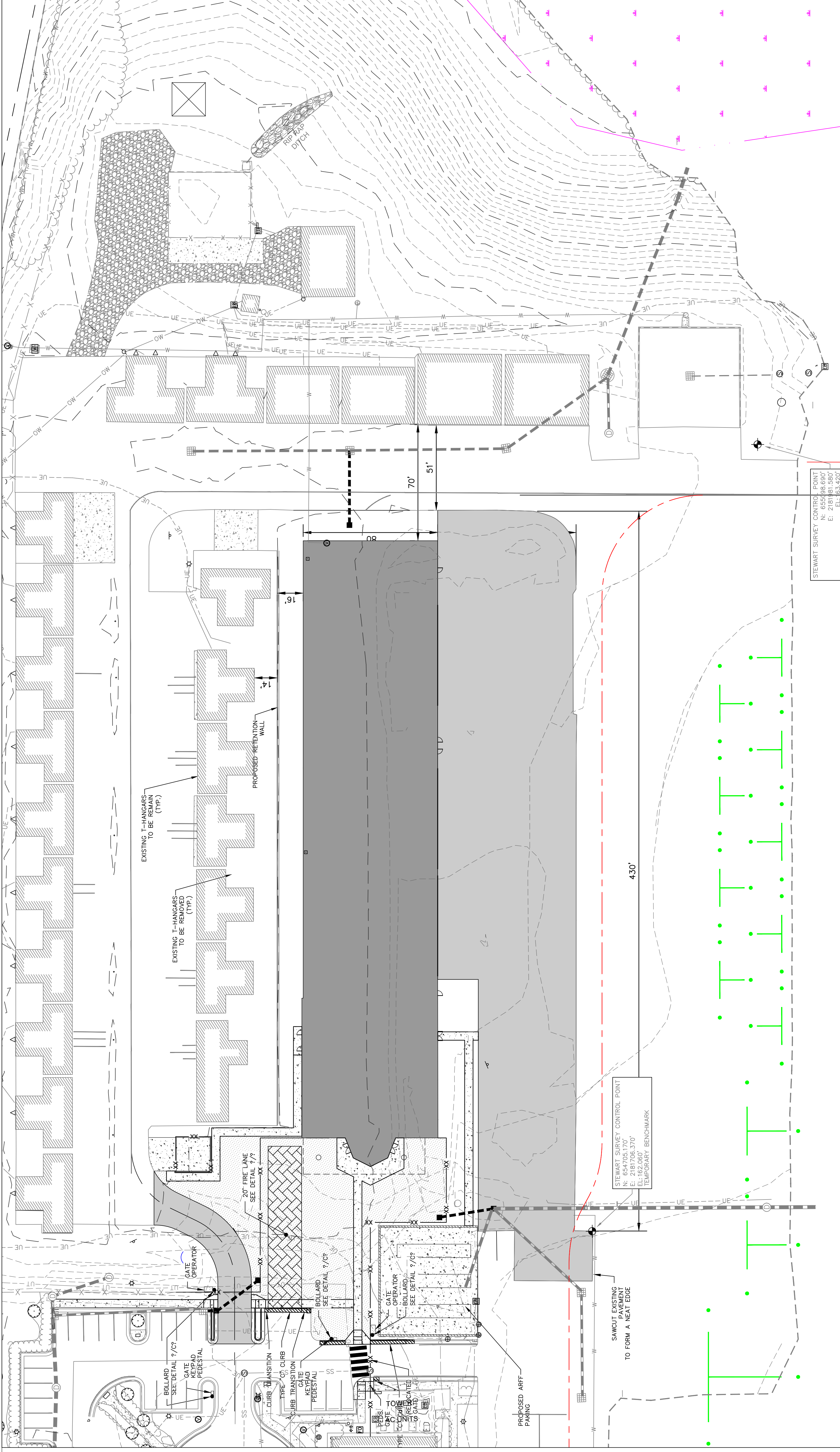


NO.	DATE	DESCRIPTION

PROJECT NAME: FBO SITE DEVELOPMENT AND PARKING
LOT EXPANSION
FOR THE
JOHNSTON REGIONAL AIRPORT
DRAWING TITLE: SITE PLAN

PROJ. MGR.: BZW
DESIGN BY: PAB/CDH
DRAWN BY: CDH/MRM
PROJ. DATE: JANUARY 2019
DRAWING NUMBER:
3 OF 4
WKD PROJ. NO.:
20180257.01.RA

DRAFT DESIGN - DO NOT USE FOR CONSTRUCTION



STEWART SURVEY CONTROL POINT
N: 654705.170'
E: 2181706.370'
EL: 182.060'
TEMPORARY BENCHMARK

STEWART SURVEY CONTROL POINT
N: 654705.170'
E: 2181706.370'
EL: 182.060'
TEMPORARY BENCHMARK

SAW CUT EXISTING CURB
TO FORM A NEAT EDGE

EXISTING T-HANGARS
TO BE REMAIN
(TYP.)

EXISTING T-HANGARS
TO BE REMAIN
(TYP.)

PROPOSED RETENTION
WALL

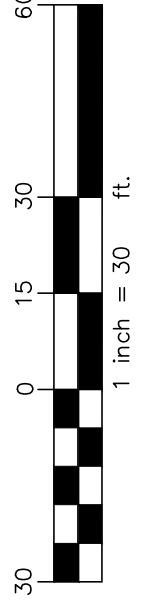
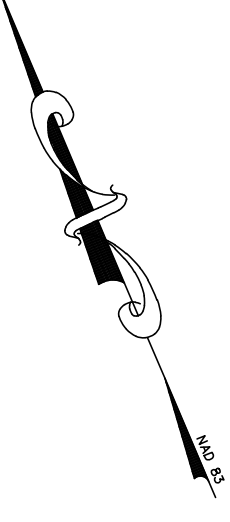
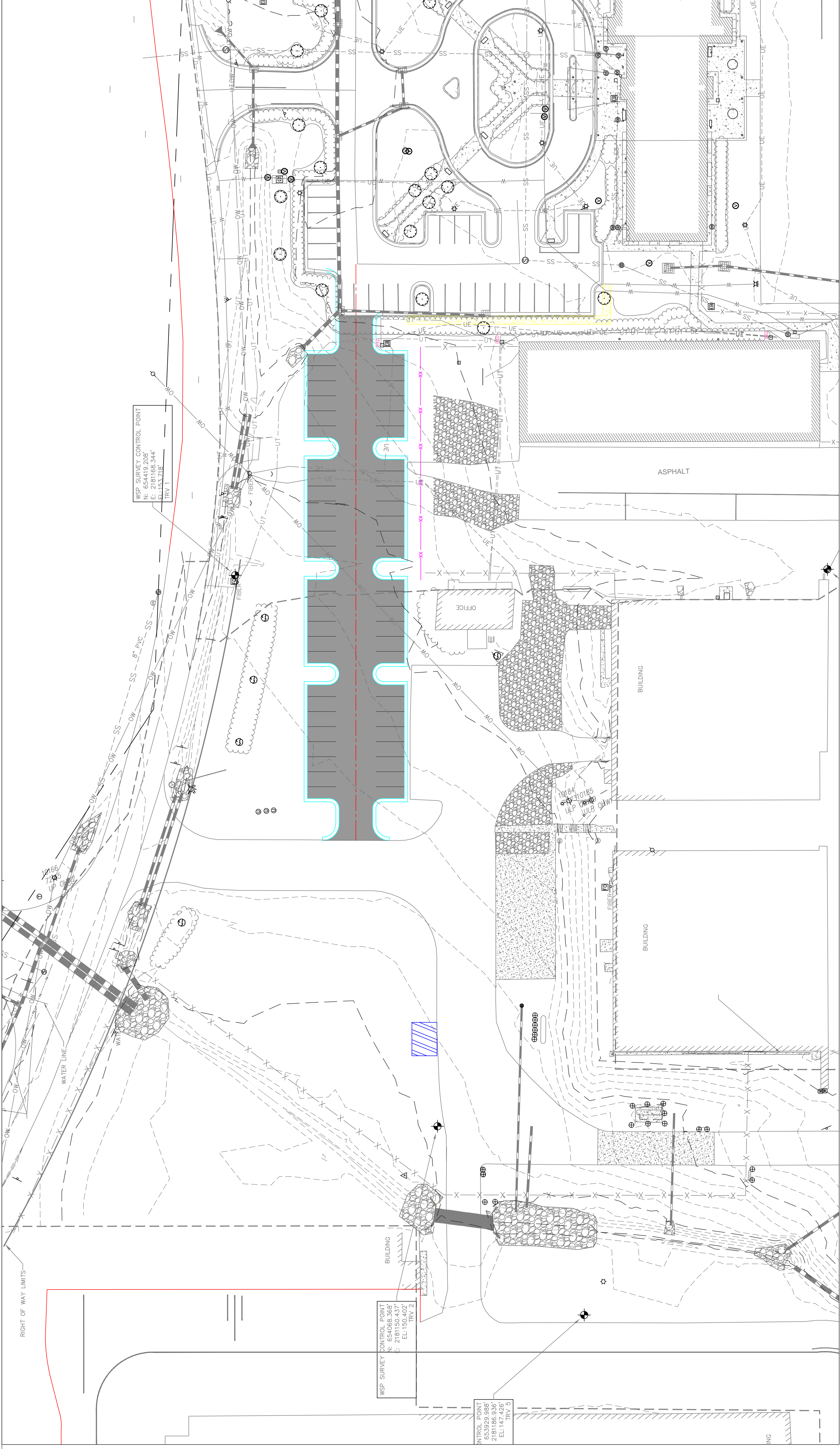
PROPOSED PARKING

NO.	DATE	DESCRIPTION	BY

PROJECT NAME: **FBO SITE DEVELOPMENT AND PARKING LOT EXPANSION FOR THE JOHNSTON REGIONAL AIRPORT**
DRAWING TITLE: **SITE PLAN**

PROJ. MGR.: IBZW
DESIGN BY: FABGDH
DRAWN BY: CDH/WRM
PROJ. DATE: JANUARY 2019
DRAWING NUMBER:
4 OF 4
WKD PROJ. NO.:
20180257.01_RA

DRAFT DESIGN - DO NOT USE FOR CONSTRUCTION



APPROVAL:
DATE:

BOBBITT A&E PLLC
Architectural Firm
600 Gernsheim Road, 1st Floor, North Carolina 27603
Phone: (919) 851-1980 | Fax: (919) 851-1982
design@bobbitt.com
BOBBITT
DESIGN-BUILD

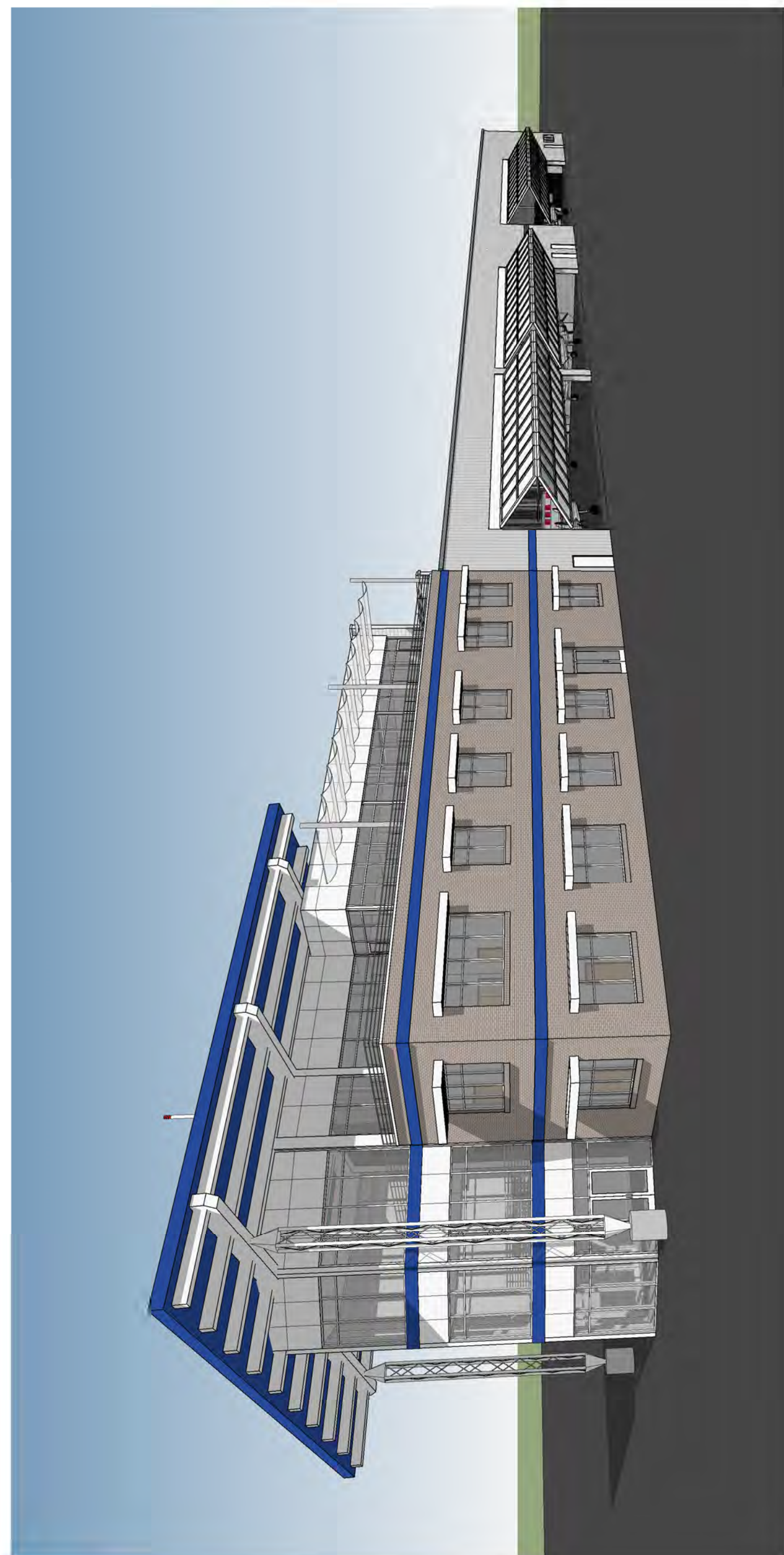
COORDINATOR:
JDF
DRAWN BY:
JDF
CHK BY:

BLUE LINE AVIATION
JOHNSTON COUNTY AIRPORT
NORTH CAROLINA

30 X 42
As indicated
10/11/18
1953-0154
ELEVATIONS

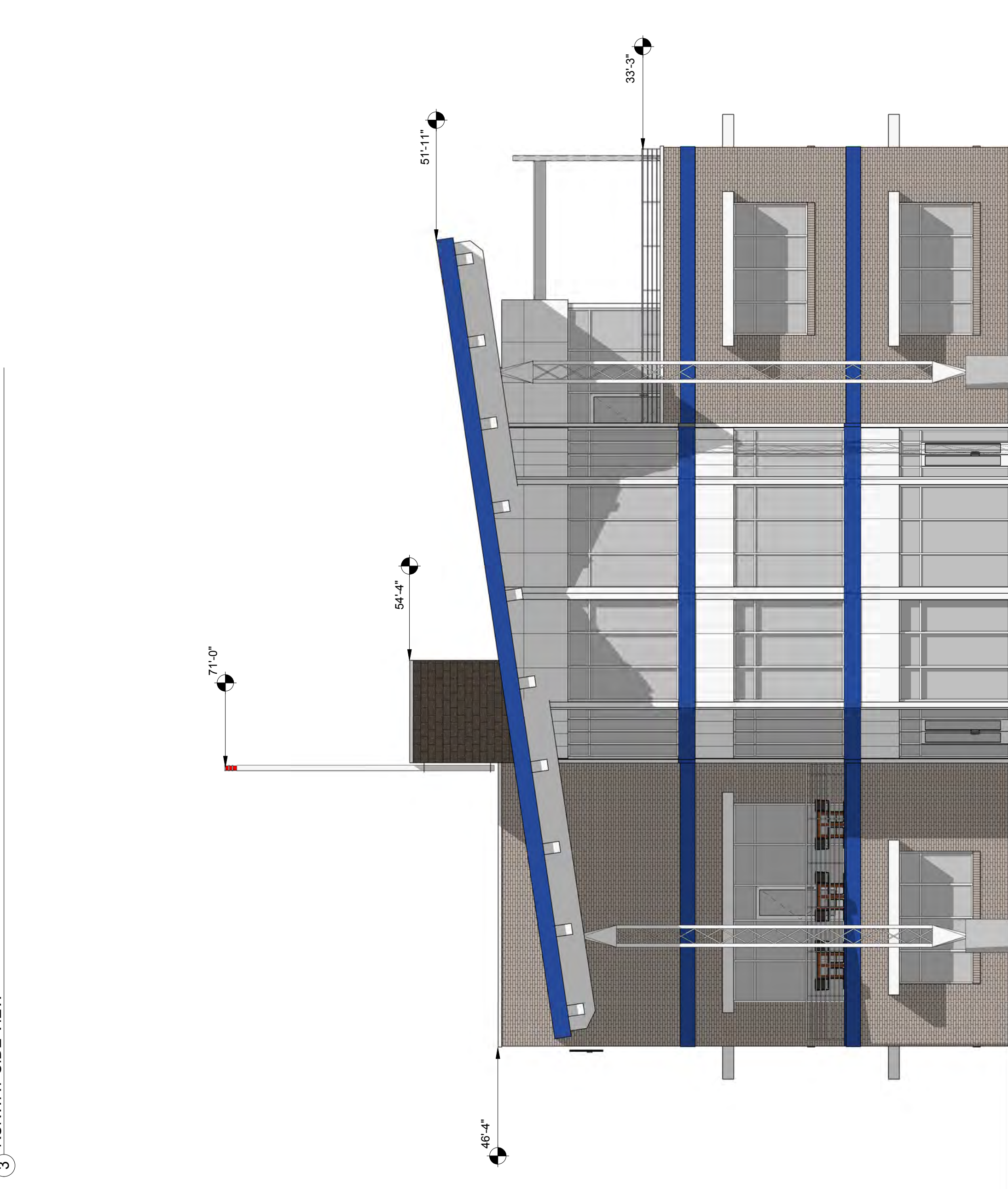
A4
OF 4

CONCEPTUAL
NOT FOR CONSTRUCTION

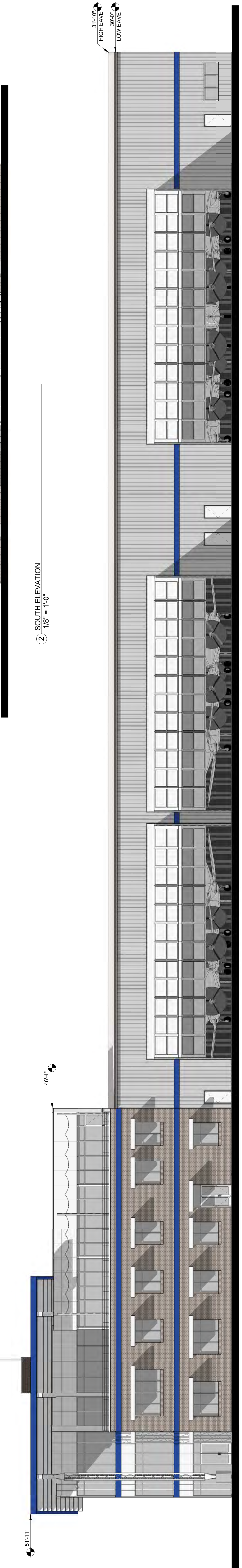


⑥ AERIAL VIEW

③ RUNWAY SIDE VIEW

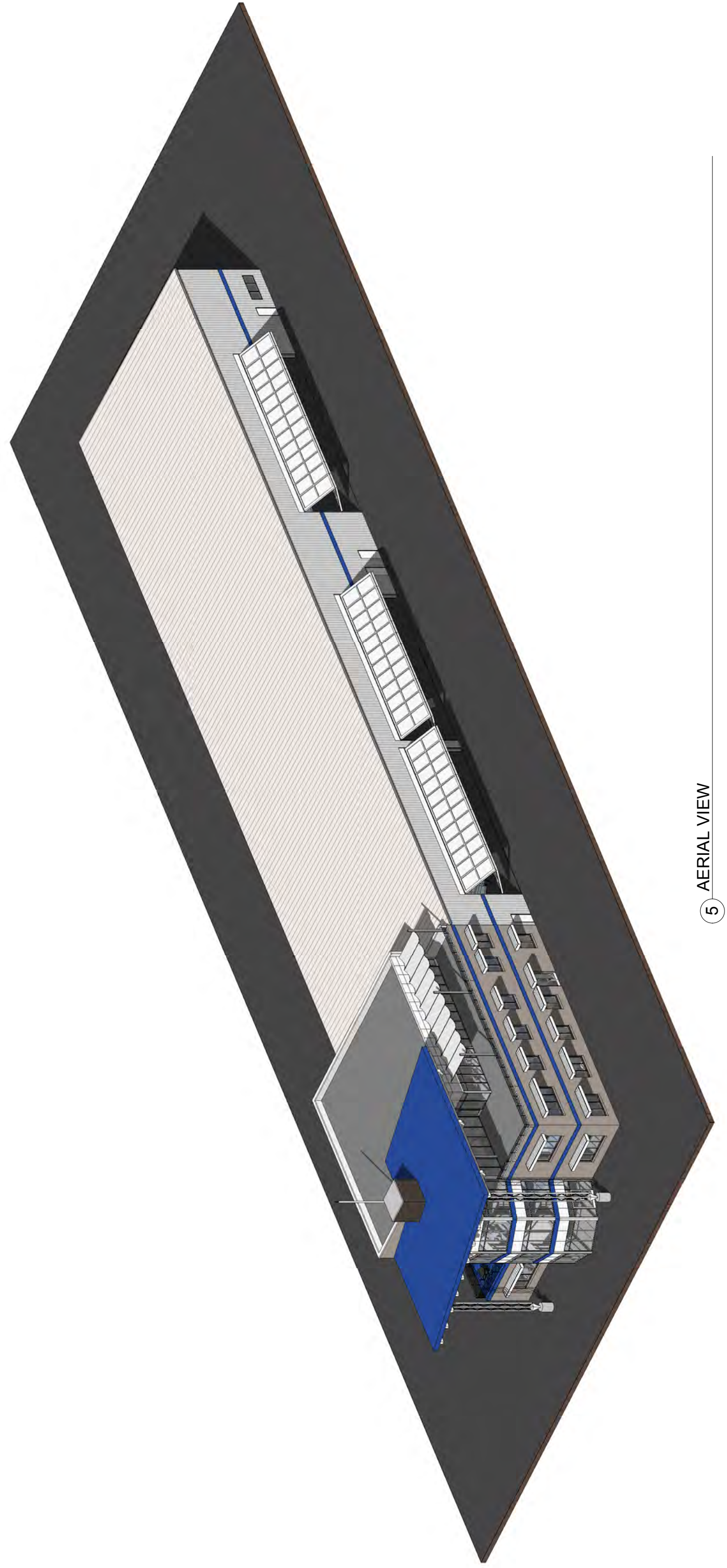
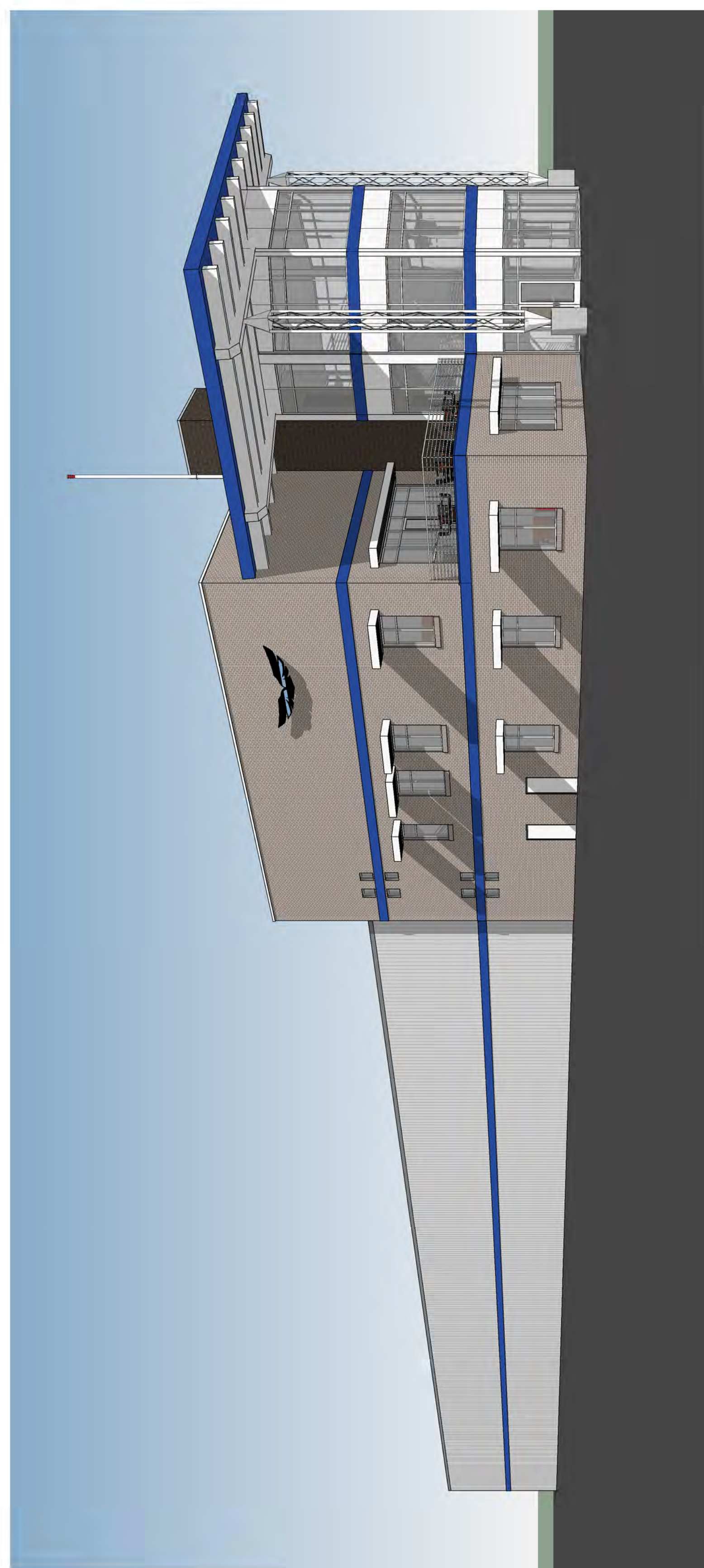


② SOUTH ELEVATION
1/8" = 1'-0"



① EAST ELEVATION
3/32" = 1'-0"

④ STREET SIDE VIEW



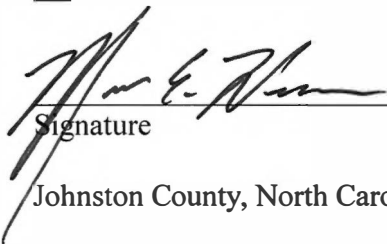
TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15079011	168510-35-7343	GOWER, STEVEN H	516 SOUTH 4th ST	SMITHFIELD	NC	27577
15079012	168510-35-3135	HARE, GREGORY T	PO BOX 2841	SMITHFIELD	NC	27577-0000
15077035H	168500-40-6654	FAY T BARNES REVOCABLE TRUST	PO BOX 1332	SMITHFIELD	NC	27577-1332
15079012A	168510-35-5531	HARE, GREGORY T	PO BOX 2841	SMITHFIELD	NC	27577-2841
15078019A	168500-34-9527	JOHNSON, KIMBERLY GOWER	516 S 4TH ST	SMITHFIELD	NC	27577-4454
15079012B	168510-35-4470	JOHNSON, KIMBERLY GOWER	516 S 4TH ST	SMITHFIELD	NC	27577-4454
15079015	168500-22-7443	JOHNSTON COUNTY AIRPORT AUTH	3146 SWIFT CREEK RD	SMITHFIELD	NC	27577-9803
15079003	168510-36-3467	JOHNSTON COUNTY AIRPORT AUTH	3146 SWIFT CREEK RD	SMITHFIELD	NC	27577-9803
15079012C	168510-35-3588	JOHNSTON COUNTY AIRPORT AUTH	3146 SWIFT CREEK RD	SMITHFIELD	NC	27577-9803
15079012D	168510-35-3438	JOHNSTON COUNTY AIRPORT AUTH	3146 SWIFT CREEK RD	SMITHFIELD	NC	27577-9803
15079005	168510-36-5188	JOHNSTON COUNTY AIRPORT AUTH	3146 SWIFT CREEK RD	SMITHFIELD	NC	27577-9803
15079001	168510-26-7218	JOHNSTON COUNTY AIRPORT AUTH	3146 SWIFT CREEK RD	SMITHFIELD	NC	27577-9803
15079017D	168500-12-1015	Phil Lanier, Airport Director	3149 SWIFT CREEK RD	SMITHFIELD	NC	27577-9803
15079014	168500-41-0730	BATTEN, ELIZABETH G	87 WATER ST	AURORA	NC	27806-9223
15079003A	168510-35-7869	GOWER, STEVEN HOWARD	1707 WINDSOR RD	KINSTON	NC	28504-0000



PLANNING DEPARTMENT
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, SUP-19-01, were notified by First Class Mail on 1-22-19.



Signature
Johnston County, North Carolina

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

22nd day of January, 2019



Notary Public Signature
Julianne Edmonds

Notary Public Name

My Commission expires on Jan. 15, 2023
(Seal)





Request for Town Council Action

**Public
Hearing: RZ-18-07**
Date: 02/05/2019

Subject: Zoning Map Amendment

Department: Planning

Presented by: Mark Helmer, Senior Planner

Presentation: Public Hearing

Issue Statement

Michael Stewart, PE, is requesting a zoning map amendment to rezone 21.26 acres of a property (Johnston County ID #15109011B) annexed into the Town on December 5, 2018 from AR (county zoning district) to R20-A Residential-Agriculture.

Financial Impact

None

Action Needed

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

Recommendation

The Planning Department and Planning Board recommend approval of the rezoning to R20-A Residential/Agriculture with a consistency statement declaring the request to be consistent with the Town of Smithfield Plans and Policies and that the request is reasonable and not in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Planning Board Minutes
4. Application
5. Site Map
6. Twin Creeks Plat
7. Adjacent Property Owners List
8. Adjacent Property Notification



Staff Report

**Public RZ-
Hearing: 08-07**

Application Number: RZ-18-07
Project Name: Twin Creeks Rezoning
Property ID number: 15I09011B
Town Limits / ETJ: Outside ETJ (pending annexation)
Applicant: Michael Stewart, PE
Owners: Navaho Investment Company LLC – James A Lucas JR, Jimmie Johnston
Agents: Michael Stewart PE
Neighborhood Meeting: none

PROJECT LOCATION: The property is located on Galilee Road about 1900 feet south of Black Creek Road, near West Smithfield Elementary School. The property is partially within the ETJ and partially outside. The rezoning application is for the 21.26 acres located outside the ETJ (pending annexation).

REQUEST: The applicant is requesting the rezoning of approximately 21.26 acres with the Johnston County zoning designation AR to R-20A.

SITE DATA:

Acreage: 32.79 (21.26 acres to be rezoned)
Present Zoning: AR (Johnston County Zoning) and R-20A
Proposed Zoning: R-20A
Existing Use: Vacant/Agricultural
Proposed Use: Single Family Residential
School Impacts: NA
Parks and Recreation: NA
Fire District: Smithfield Fire District
Water and Sewer Provider: Town of Smithfield
Electric Provider: Duke Energy

ENVIRONMENTAL: The property is not located within a floodplain. A blue line stream is located near the middle of the parcel at the edge of the current ETJ boundary.

ADJACENT ZONING AND LAND USES:

	ZONING:	EXISTING USE:
NORTH:	R-20A	large lot single family – and School
SOUTH:	R-20A	Agriculture
EAST:	R-20A	Agriculture
WEST:	RA – Johnston County	Agriculture

ANALYSIS:

The 32.79 acre parcel with the Johnston County Property ID# 15109011B received preliminary plat approval by the Johnston County Board of Commissioners around 2007-2008 when the property was fully within the jurisdiction of Johnston County. That development was never constructed and the preliminary plat expired. In 2009, the Town of Smithfield’s ETJ was expanded to include the 11.53 acre portion of the property and was rezoned to R-20A (Residential-Agricultural). The remainder of the property, 21.26 acres, remained in the County’s jurisdiction with AR zoning. In early 2018, the development was picked up and the County approved the preliminary plat for the 21.26 acres under County jurisdiction into 62 lots meeting the County’s zoning and subdivision standards. The Town had first right to serve the property with water and sewer for the portion in the ETJ and the County wanted the entire parcel serviced together. As a result the applicant requested annexation which was approved on December 5, 2018.

The 21.26 acres formerly under County jurisdiction has the County’s zoning designation of AR. With the recent annexation, the parcel is within the Town’s corporate limits, and the appropriate zoning is R-20A, matching the 11.53 acres. Once rezoned, the developer plans to submit application for a preliminary plat in order to develop the remainder of the property. The site once platted, will likely be developed in phases.

Utilities. Smithfield will provide sewer and water utilities with a master meter on Johnston County’s service lines and electricity will be provided by Duke Energy. Johnston County Utilities has requested that the entire development be served by the Town of Smithfield.

Vested Right. The area proposed for rezoning, has preliminary plat entitlements. The preliminary plat conforms to the County’s AR district zoning and the Johnston County subdivision regulations. The annexation resulted in nonconforming setbacks and there will be no sidewalks as required by the Town’s UDO.

CONSISTENCY STATEMENT:

In order to approve the rezoning, the Town Council must adopt a statement describing whether the rezoning is consistent with Town Plans and Policies.

- **Consistency with the Strategic Growth Plan.** Staff finds the rezoning to be consistent with the Strategic Growth Plan which guides this area for low density residential.
 - **Consistency with the Unified Development Code.** Staff finds the land to be rezoned will not be consistent with the UDO. The land has preliminary plat entitlement for a development that does not meet the R-20A zoning district standards. Should the area be rezoned, the lots will be legal nonconforming.
 - **Compatibility with Surrounding Land Uses.** The property considered for a rezoning is compatible with surrounding agricultural or low density residential and institutional land uses.
-

RECOMMENDATION:

The Planning Department and Planning Board recommend approval of the zoning map amendment with a consistency statement declaring the request to be consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

REQUESTED ACTION:

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

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
RZ-18-07**

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

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

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

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

That the final action regarding zoning map amendment RZ-18-07 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

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

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

That the final action regarding zoning map amendment RZ-18-07 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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

Draft
Smithfield Planning Board Minutes
Thursday, January 3, 2019
6:00 P.M., Town Hall, Council Chambers

Members Present:

Chairman Stephen Upton
Vice Chairman Mark Lane
Teresa Daughtry
Oliver Johnson
Ashley Spain
Leslie Lazarus
Alisa Bizzell
Michael Johnson

Members Absent:

Staff Present:

Stephen Wensman, Planning Director
Mark Helmer, Senior Planner
Julie Edmonds, Administrative Support Specialist

Staff Absent:

CALL TO ORDER

Chairman Stephen Upton asked each board member to state their names.

APPROVAL OF MINUTES from November 1, 2018

Oliver Johnson made a motion, seconded by Ashley Spain, to approve the minutes as written.
Unanimously approved

APPROVAL OF THE 2019 MEETING SCHEDULE

Mark Lane made a motion, seconded by Ashley Spain. Unanimously approved

NEW BUSINESS

RZ-18-07 Michael Stewart, P.E.:

Mr. Wensman stated that Michael Stewart is the applicant and he is present tonight. The property is located on Galilee Road about 1900 feet south of Black Creek Road, near West Smithfield Elementary School. The property is partially within the ETJ and partially outside. This came before the Planning Board a few months ago prior to annexation. The board chose to wait until annexation happened before hearing it. It was annexed by the Town Council. Currently it has AR zoning which is a County zoning designation and it needs a Town of Smithfield zoning designation which would be R-20A.

The 32.79 acre parcel with the Johnston County Property ID# 15I09011B received preliminary plat approval by the Johnston County Board of Commissioners around 2007-2008 when the property was fully within the jurisdiction of Johnston County. That development was never constructed and the preliminary plat expired. In 2009, the Town of Smithfield's ETJ was expanded to include the 11.53 acre portion of the property and was rezoned to R-20A (Residential-Agricultural). The remainder of the property, 21.26 acres, remained in the County's jurisdiction. In early 2018, the development was picked up and the County approved the preliminary plat for the 21.26 acres under County jurisdiction into 62 lots meeting the County's zoning and subdivision standards. The Town had first right to serve the property with water and sewer for the portion in the ETJ and the County wanted the entire parcel serviced together. As a result the applicant requested annexation which was approved on December 5, 2018. Smithfield will

provide sewer and water utilities with a master meter on Johnston County's service lines and electricity will be provided by Duke Energy. Johnston County Utilities has requested that the entire development be served by the Town of Smithfield. Staff finds the rezoning to be consistent with the Strategic Growth Plan, which guides this area for low density residential. It's consistent with the Unified Development Ordinance except for the nonconformities that were adopted by the Council with the annexation. The existed platted parcel has different setbacks and there isn't a sidewalk on the residential street.

Mr. Upton asked if the nonconformities have to be acknowledged by the Planning Board.

Mr. Wensman said you can acknowledge it. With a consistency statement you could say it's consistent except those nonconformities that have been identified with the annexation.

Mr. Lane asked what nonconforming is.

Mr. Wensman said the setbacks are. The County setbacks are 20 and the Towns are 30 so that is nonconformity. The Town requires a sidewalk on one side of the street. There are no sidewalks it is a ditch section. Those are the primary nonconformities.

Mrs. Daughtry asked if there was going to be a lift station on this plan.

Mr. Wensman said yes there will be a lift station.

Mrs. Daughtry asked if this subdivision will be built in phases.

Mr. Wensman said he wasn't sure, but the developer is planning to plat the plan as a whole so it will function as one development.

Mr. Spain asked if the Town was responsible for only internal areas. What is the Town responsible for?

Mr. Wensman said the Town is responsible for trash and yard pickup, as well as utilities.

Mr. Lane said he thought the subdivision would be serviced with County water.

Mr. Wensman said no it will be serviced with Town water and sewer pumped to the County lines through a master meter.

Mr. Lane said the plat that was not in the ETJ, is it zoned RA-Johnston County.

Mr. Wensman said that portion is platted already while it belonged to them. It now belongs to the Town, we've accepted vested rights. We are rezoning that portion to match both properties.

Michael Stewart from 4716 Carolton Drive Raleigh, NC came forward to answer any questions anyone might have. He stated this subdivision was turned in years ago before the economy took a downfall. They will have two subdivisions with two cul-de-sacs that will be connected with walking paths along the sewer corridor. The intention is to build this subdivision in two phases.

Mrs. Daughtry asked Mr. Stewart if there would be sidewalks on either side of the street.

Mr. Stewart said at this time it is just designed to be a ribbon street as in a typical county subdivision.

Mr. Lane said he thought one side on the street was required to have a sidewalk.

Mr. Wensman said sidewalks are required on one side the Town streets. With the new unplatted half of the development that will come up in discussion.

Mrs. Daughtry stated she thought when anything came before the board; the applicant would be required to up their standards and have at least one sidewalk on the road.

Mr. Wensman said yes, we are having a similar discussion with our Comprehensive Plan Committee. As long as we have a rural standard, we should ask where would that be appropriate to use and should a sidewalk be included or not given the difficulty of constructing sidewalks with that rural standard. That is

an issue we are working through. It is our policy and we have been trying to enforce that. We definitely need to have this discussion with the unplatted phase.

Mr. Lane asked what does the UDO say.

Mr. Wensman said the UDO requires sidewalks on one side of the street but gives the Town the right to waiver that.

Mrs. Daughtry said she understood the waiver but the requirement wasn't put in the UDO for them to waiver.

Mr. Lane said so at this time we don't need to worry about setbacks, sidewalks or anything other than the rezoning. He asked if this plan would come back before us.

Mr. Wensman said yes it will come back before this Planning Board.

Mrs. Daughtry made a motion to recommend that the Town Council approve rezoning map amendment RZ-18-07, seconded by Oliver Johnson. Unanimously approved

RZ-18-09 Studio TK:

The applicant is requesting to rezone a 3.12 acre portion of a 9.92 acre tract of land from the B-3(Highway Entrance Business) and R-20A (Residential-Agricultural) to the LI (Light Industrial) zoning district. Mr. Wensman stated the owners were Teknion North America LLC. The property considered for rezoning is located on the east side of US 70 Business West, approximately 200 feet north of its intersection with Cloverdale Drive. The Planning Department recommends approval of the Zoning Map Amendment; and recommends that the Town Council approve a consistency statement declaring the request to be consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Mrs. Daughtry made a motion to recommend Town Council approve the rezoning of RZ-18-09, seconded by Ashley Spain. Unanimously approved

ZA-18-08 Town of Smithfield:

Mr. Helmer stated The Town of Smithfield Planning Department is requesting an amendment to the Unified Development Ordinance (UDO) to amend and incorporate the Town of Smithfield Code of Ordinances, Chapter 15, Planning, Article III, Historic Properties Commission into the Unified Development Ordinance, Article 3, and to make certain amendments to other sections as they pertain to the UDO Administrator's duties, the Board of Adjustments, the Planning Board, and the Town Council.

The proposed ordinance amendment to the Unified Development Ordinance (UDO) will:

1) Incorporate the Town of Smithfield Code of Ordinances, Chapter 15, Planning, Article III, Historic Properties Commission (HPC) into the Unified Development Ordinance, Article 3 with a few minor changes:

- Title of the Historic Properties Commission is recommended to be renamed to Historic Preservation Commission. Renaming the Commission will be consistent with the title of the Town of Smithfield Historic Preservation Design Guidelines manual and more accurately reflect the intent and mission of the Commission as defined by Section 3.5.1.
- To define types of work considered as normal maintenance for contributing and noncontributing properties, and work requiring certificates of appropriateness.
- And to update the ordinance as it pertains to demolitions of historic landmarks and buildings.

2) Provide needed corrections and clarifications including:

- Minor edits to UDO Administrator's duties to reflect code changes.

- Add Historic Preservation Commission throughout Article 3 as needed.
- Make certain corrections to Section 3.3 Planning Board.
- Make certain corrections to Section 3.4 Board of Adjustments including quorum and voting procedure (3.4.2.4.1) to reflect state statutes.
- Minor additions and deletions as needed to reflect Town operations and code changes, (i.e., eliminating reference to Town Building Inspector as secretary for boards).
- To renumber Section 3.5 Town Council to 3.6 and to amend the procedural requirement for Town Council approval of site-specific development plan.

The Planning Board reviewed ZA-18-08 as it pertains to moving the HPC regulations into Article 3 at the July 2018 Planning Board meeting. Since that time, Staff has found other needed amendments to Article 3. The UDO Sub-committee met to review these changes and recommends approval.

Planning staff finds the zoning text amendment is consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

Mr. Wensman added when he started working with the Town the ordinance had changed and the second public hearing was taken away from the Planning Board. Now we only have one public hearing at Town Council. Mr. Lane expressed his concern about not having the public hearing at Planning Board any longer. Mr. Wensman stated he went back and looked at older ordinances and never was it required that Planning Board hold a public hearing. It was a historical practice the Town did. So no change took place in the ordinance just in the practice.

Mr. Upton asked if the Planning Board could request to hold the public hearings as an add on, instead of taking it for granted like before.

Mr. Wensman said he'd like to point out in terms of having an official public hearing; the public has an expectation where they would go to leave their comments. If there are two I believe it may be confusion by the public as to which body they should go to in order to present their concerns. As a Town we could publicly notify a meeting at Planning Board but not classify it as a Public Hearing.

Mrs. Daughtry asked if this practice of holding two public hearings worked before, why it was ever changed.

Mr. Wensman said well there are two issues here. Legislatively it doesn't cause real conflict. However with quasi-judicial there is potential for conflict. Testimony gets out to the public, prior to the official public hearing which is at Town Council. At that point, Town Council can catch wind of any information that has been released and it distorts their opinion and creates a legal situation for the Council.

Mr. Lane asked Mr. Helmer if there had been any legal issues by Planning Board holding public hearings in the past.

Mr. Helmer answered yes, the RV Park. It was quasi-judicial. When you have two public hearings with evidence submitted, you make a recommendation to Council based on that evidence. Then Council could be making their decision based on your recommendation and information that was received outside of their public hearing. That is an example of ex parte communication and that's a problem. I think the thought behind the change is the Town is exposed to litigation when two public hearings are held and both boards are not present.

Mr. Upton asked what the Town Councils thoughts were on the public hearing change.

Mr. Helmer said several councilmen were on the UDO committee a couple years ago and they were fully aware of this change. The meeting minutes reflect it was discussed and the ordinance was adopted to make the change. It was a substantial change, so I'd hope everyone was on board when they voted.

Mr. Lane asked why major subdivision final plats aren't coming to the Planning Board.

Mr. Wensman said there's no requirement in statute, even for Council to approve it. It can be administrative. It used to go to both which isn't necessary. We're trying to make the Town developer friendly and speed up the process for them. A Council check-in is useful because they need to dedicate park land and streets anyway. It's a good opportunity for them when requesting final plat to also present their park land and street dedication. In terms of reviewing a final plat, you have to approve them unless there is a significant change.

Mr. Lane asked if the procedure about public hearings was in Article 5.

Mr. Wensman said not entirely, Article 4 has some of it.

Mr. Lane said he'd like to see Article 5 at section 5.8.2.1.3 on page 5-14; he wants Planning Board reinserted where it has been stricken and public hearing added back in. If Town Council turns the Planning Board down to hold Public hearings, the meeting should still be posted. The adjoining landowner should be notified of all meetings.

Mr. Helmer said additional changes need to be made if you intend to have a public hearing. These talks about notification, it's not saying you have to conduct a public hearing. It only says adjacent properties have to be notified.

Mrs. Daughtry said she would be a very upset landowner if a new development or business was coming beside her and the Town didn't notify her.

Mr. Wensman said planning staff will bring these recommendations to Town Council. That you would want both legislative and quasi-judicial to have public hearings twice.

Mr. Upton stated that he thought in the past, Town Council relied upon the Planning Board's recommendations from public hearings.

Mr. Wensman said the board needs to make a recommendation that the Town Council approve for legislative and quasi-judicial public hearings go before both Planning Board and Town Council.

Ashley Spain made a motion to recommend the Town Council approve ZA-18-06, seconded by Mark Lane. Unanimously approved

ZA-18-06 Town of Smithfield:

Mr. Helmer said the Town of Smithfield Planning Department is requesting an amendment to the Unified Development Ordinance (UDO) to update the development review process contained in Article 5. On January 2, 2018 the Town of Smithfield approved an ordinance amendment to allow for administrative approval by the UDO Administrator when major site plans and final plats are found to meet or exceed minimum development standards. Additional amendments are needed and these were reviewed with the UDO sub-committee on December 5, 2018 and recommended for approval. The January 2, 2018 amendment to Article 5 removed the requirement for Planning Board review and Town Council approval for major site plans, returning the process to the pre-UDO update process.

Oliver Johnson made a motion to approve ZA-18-06, seconded by Mark Lane. Unanimously approved

Voluntary Annexation Policy

Mr. Wensman presented a voluntary annexation policy. The purpose of this Annexation Policy is to set forth guidelines for the annexation of parcels to the Town of Smithfield, whether those parcels are in the existing extraterritorial jurisdiction (ETJ) or not, and whether they are contiguous or to be a satellite to the town. You can have annexation which is adding land to the town municipal boundary. If it's contiguous its land that's adjacent to current boundary and it gets annexed in. The legislature treats that as acceptable. Satellite annexation is when you accept land detached from the current corporate boundaries. The Town of Smithfield received an exemption in the statues from that requirement. We can have as much satellite annexation as we want.

1. Parcels Contiguous to Municipal Boundary

It is the policy of the Town of Smithfield to consider most favorably the voluntary annexation of parcels that are contiguous to the existing town boundaries and that are within the ETJ of the Town when:

- a) The site has access to Town of Smithfield utilities, or
- b) A development plan has been approved which will extend utilities to the site.
- c) If a site has access to only one utility, then the Town will have the option of adopting an ordinance of annexation with conditions requiring the property owner to pay all applicable fees and connect to the other utility within ninety (90) days of the date when it becomes adjacent to the site.

2. Noncontiguous Parcels within the ETJ of the Town

The Town of Smithfield will consider voluntary annexation of noncontiguous property that lies within the ETJ of the Town based on whether the property meets the requirements of satellite annexation, prior to annexation or recording of a subdivision plat.

3. Parcels outside the ETJ of the Town

If the property is not contiguous to the municipal limits of the town and not within the defined ETJ of the Town of Smithfield, but meets the requirements of satellite annexation, prior to annexation or recording of a subdivision plat, the property owners shall enter into a binding written agreement with the town that there will be full compliance, if annexed, with the applicable provisions of the Town's UDO prior to further development. All nonconforming issues will be brought into compliance

4. Annexation Required for Provision of Water and Sewer and Electric Services

It is the Town of Smithfield's intent that the future annexations of the town shall match the existing and future utility service extensions of the Town. Therefore, new applicants for utility services shall be required to voluntarily annex to the Town for delivery of those services. If those properties do not meet the requirements of satellite annexation they will enter into a binding written agreement that the present or future owners will voluntarily petition for annexation for the provision of those municipal services. That future petition will be made at the time of any of the following occurrences:

- a) The property meets the requirements for satellite annexation; or,
- b) The property becomes contiguous to any annexed portion of town; or,
- c) At the convenience of the Town of Smithfield.

If the property is annexed into the Town of Smithfield, the property owner shall be responsible for installing any infrastructure necessary for connection to the Town utilities, and all infrastructures shall be turned over to the Town upon final acceptance from the Town.

Connection to Town of Smithfield public water and/or sewer systems is required when a proposed residential structure or subdivision is located within 350 feet of Town water and/or sewer. In such cases where the public water and/or sewer supply system is of insufficient capacity to permit the delivery of

water or sewer supply, the subject proposed structure or subdivision shall be relieved of the requirement to connect to such public system.

Mr. Wensman asked the board if they had any questions before this policy was brought before the Council.

Mr. Upton stated no he didn't.

Mrs. Daughtry suggested everyone read the policy and bring it back before the board.

Mr. Upton said ok then we will table the Voluntary Annexation Policy until next time.

Mr. Oliver Johnson made a motion to table the policy, seconded by Ashley Spain. Unanimously approved

Adjournment

Being no further business, Ashley Spain made a motion seconded by Mark Lane to adjourn the meeting. Unanimous approved.

Respectfully Submitted,



Julie Edmonds
Administrative Support Specialist

DRAFT



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

REZONING APPLICATION

Pursuant to Article 4, Section 4-1 of the Unified Development Ordinance, proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. Rezoning applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached), (1) electronic submittal and the application fee. The application fee is \$300.00 for the first 5 acres and \$10.00 for each additional 10 acres or portion thereof.

Name of Project: TWIN CREEKS Acreage of Property: 32.888 ACRES
 Parcel ID Number: 1673-56-5565 Tax ID: 15I09011B
 Deed Book: 03276 Deed Page(s): 0267
 Address: 6054 BLACK CREEK ROAD SMITHFIELD, NC 27577
 Location: SOUTH OF BLACK CREEK ROAD AND WEST OF GALILEE ROAD

Existing Use: FARMING - AGRICULTURAL Proposed Use: SINGLE FAMILY RESIDENTIAL
 Existing Zoning District: AR and R-20A
 Requested Zoning District: R-20A
 Is project within a Planned Development: Yes No
 Planned Development District (if applicable): _____
 Is project within an Overlay District: Yes No
 Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: _____ Date Received: _____ Amount Paid: _____

OWNER INFORMATION:

Name: NAVAHO INVESTMENT COMPANY LLC - JAMES A LUCAS JR, JIMMIE JOHNSON

Mailing Address: 4909 WESTERN BLVD, STE 200 RALEIGH NC 27606

Phone Number: (919) 851-4696 **Fax:** _____

Email Address: _____

APPLICANT INFORMATION:

Applicant: MICHAEL STEWART, PE

Mailing Address: 319 CHAPANOKE ROAD SUITE 106 RALEIGH, NC 27603

Phone Number: (919) 779-1855 **Fax:** (919) 779-1661

Contact Person: MICHAEL STEWART

Email Address: STEWARTPE@AOL.COM

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

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

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

STATEMENT OF JUSTIFICATION

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

This request is due to the fact that half of the concerned parcel lies within the Smithfield ETJ while the other half of the parcel is johnston county jurisdiction. Therefore this one parcel has two different zonings. One is AR and one is R-20A we are petitioning to get both halves of the parcel annexed which means they will both need to be zoned R-20A.

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town Council of the Town of Smithfield to approve the subject zoning map amendment. I hereby certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Smithfield, North Carolina, and will not be returned.

JAMES A. Lucas, Jr.
Print Name

James A. Lucas, Jr.
Signature of Applicant

8-2-18
Date



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

OWNER'S CONSENT FORM

Name of Project: TWIN CREEKS Submittal Date: 8/3/2018

OWNERS AUTHORIZATION

I hereby give CONSENT to MICHAEL STEWART (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.

James A. Lucas, Jr. JAMES A. LUCAS, JR. 8-2-18
Signature of Owner *Print Name* *Date*

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Michael Stewart MICHAEL STEWART 8/2/18
Signature of Owner/Applicant *Print Name* *Date*

FOR OFFICE USE ONLY

File Number: Date Received: Parcel ID Number:

Deed Description for Rezoning

Lying and being situated in Johnston County, North Carolina and being more particularly described as follows:

Being that certain tract of land in Smithfield, Johnston County, North Carolina and lying between Black Creek Road (N.C.S.R. 1162) and Galilee Road (N.C.S.R. 1341) and being Tract "1" recorded in Deed Book 3276, Page 267 at the Johnston County Registry and being more particularly described as follows:

Beginning at a point on the western right-of-way of Galilee Rd (N.C.S.R. 1341); thence leaving said right-of-way South 74°40'07" West 710.50 feet to an existing iron pipe; thence South 74°39'51" West 456.07 feet to an existing iron pipe; thence South 01°41'30" West 368.00 feet to an existing iron pipe; thence South 62°43'26" West 37.26 feet to a point; thence North 22°39'40" West 55.38 feet to a point; thence North 52°36'15" West 69.91 feet to a point; thence North 58°25'21" West 91.28 feet to a point; thence North 49°33'53" West 117.07 feet to a point; thence North 58°22'01" West 47.73 feet to an existing iron pipe; thence North 67°32'42" West 143.13 feet to a point; thence North 64°36'55" West 139.41 feet to an existing iron pipe; thence North 68°02'16" West 84.32 feet to an existing iron pipe; thence North 79°47'30" West 61.67 feet to an existing iron pipe; thence North 86°39'18" West 201.99 feet to a point; thence North 79°19'02" West 55.94 feet to a point, thence North 09°52'10" East 19.11 feet to a point; thence North 80°16'25" West 20.73 feet to a point; thence North 78°50'43" West 246.89 feet to an existing iron pipe; thence South 40°39'53" West 168.02 feet to an existing iron pipe; thence North 66°46'57" West 242.10 feet to an existing iron pipe; thence North 25°17'15" West 56.30 feet to a point on the eastern right-of-way of Black Creek Road (N.C.S.R. 1162); thence along and with said right-of-way South 64°08'00" West 178.81 feet to a point on said right-of-way; thence leaving said right-of-way South 72°31'45" East 507.90 feet to an existing railroad spike in tree; thence South 44°07'00" East 1415.74 feet to an existing iron pipe; thence South 24°37'51" East 247.53 feet to an existing iron pipe; thence North 58°02'55" East 223.26 feet to an existing iron pipe; thence North 58°09'04" East 90.52 feet to a point in creek; thence along said creek North 00°09'10" West 242.70 feet; thence North 02°57'17" West 266.80; thence North 28°49'37" West 64.94 feet; thence North 10°56'25" West 93.95 feet; thence North 08°12'11" West 39.95 feet; thence leaving said creek North 35°19'16" East 142.44 to a point; thence North 74°31'13" East 1059.27 feet to a point on the western right-of-way of Galilee Road (N.C.S.R. 1341); thence along and with said right-of-way North 01°27'40" East 392.33 feet to the point and place of beginning and being a total of 32.61 acres to be rezoned.

PROPERTY OWNERS	SITE ADDRESS	Mailing ADDRESS	DB	PAGE
DAVID AND RACHEL JOHNSON	5360 BLACK CREEK RD SMITHFIELD, NC 27577	5360 BLACK CREEK RD SMITHFIELD, NC 27577	1761	222
RACHEL JOHNSON	5360 BLACK CREEK RD SMITHFIELD, NC 27577	5360 BLACK CREEK RD SMITHFIELD, NC 27577	1604	977
DEREK E. THOMPSON	6140 BLACK CREEK RD SMITHFIELD, NC 27577	6141 BLACK CREEK RD SMITHFIELD, NC 27577	4881	505
CHRISTOPHER AND CAROLINE PETTIT	6278 BLACK CREEK RD SMITHFIELD, NC 27577	6278 BLACK CREEK RD SMITHFIELD, NC 27577	4687	3
ORIS MATHEWS	6335 BLACK CREEK ROAD SMITHFIELD, NC 27577	6336 BLACK CREEK ROAD SMITHFIELD, NC 27577	1386	38
JOHNSTON COUNTY BOARD OF EDUCATION	2665 GALILEE RD SMITHFIELD, NC 27577	P O BOX 1336 SMITHFIELD, NC 27577	2267	643
LEO DAUGHTRY	2417 GALILEE RD SMITHFIELD, NC 27577	P O BOX 1264 SMITHFIELD, NC 27577	828	685

Rezoning Request



Project Name:
Twin Creeks

Proposed Use:
Single Family
Dwellings

File Number:
RZ-18-08

Property Owner:
Navaho Investment
Co. LLC

Applicant:
Michael Stewart, PE

Location:
Black Creek Road

Tax ID#
15109011B

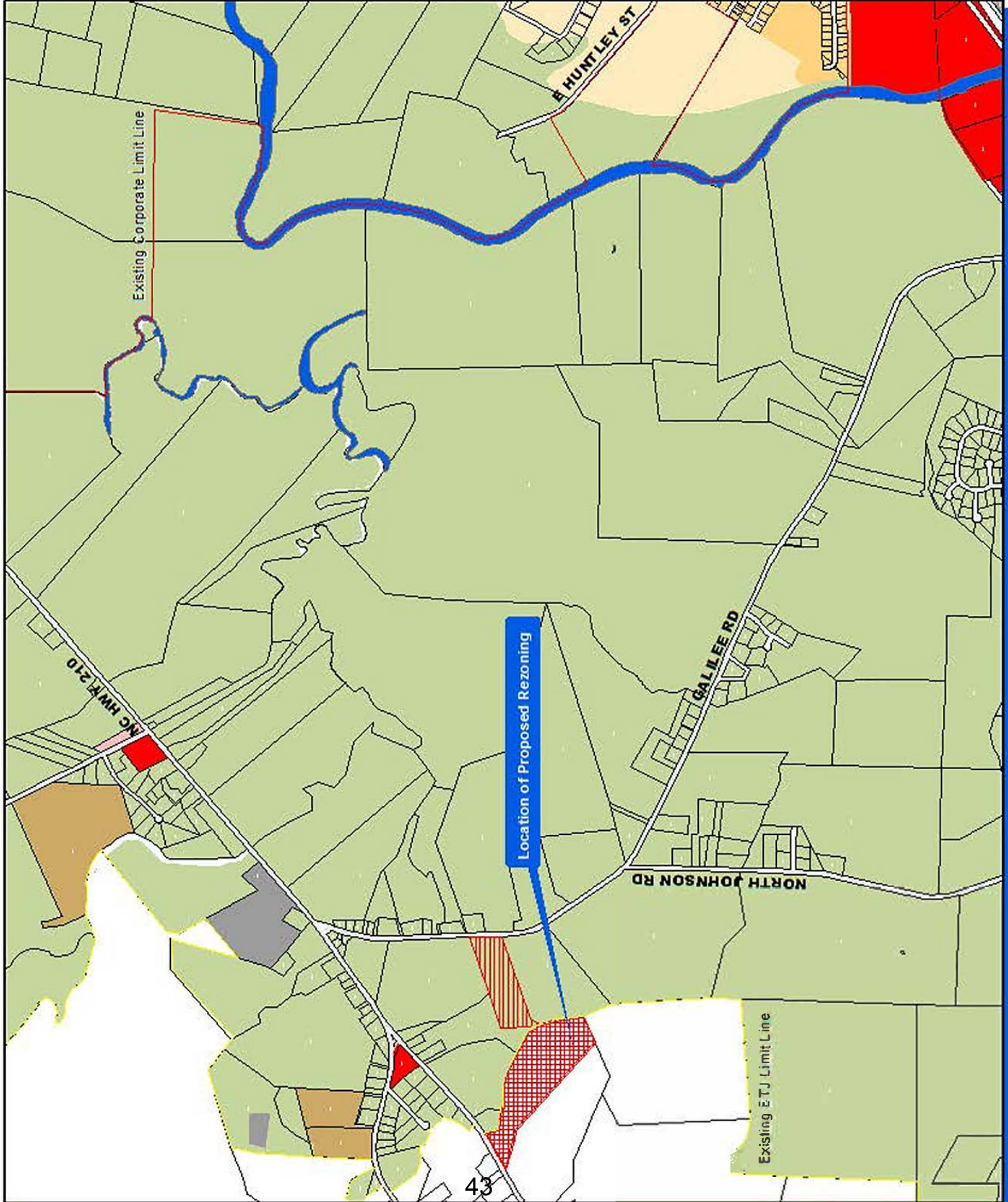
Zoning District:
Johnston County
AR (Agriculture
-Residential)

Map created by the
Mark E. Helmer, AICP
Senior Planner,
GIS Specialist
on 8/28/2018

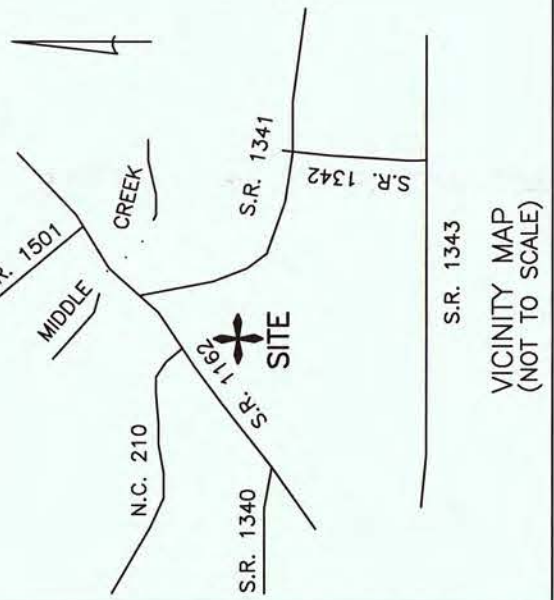
Legend
Corporate Limit Line
ETJ Limit Line
Subject Parcel



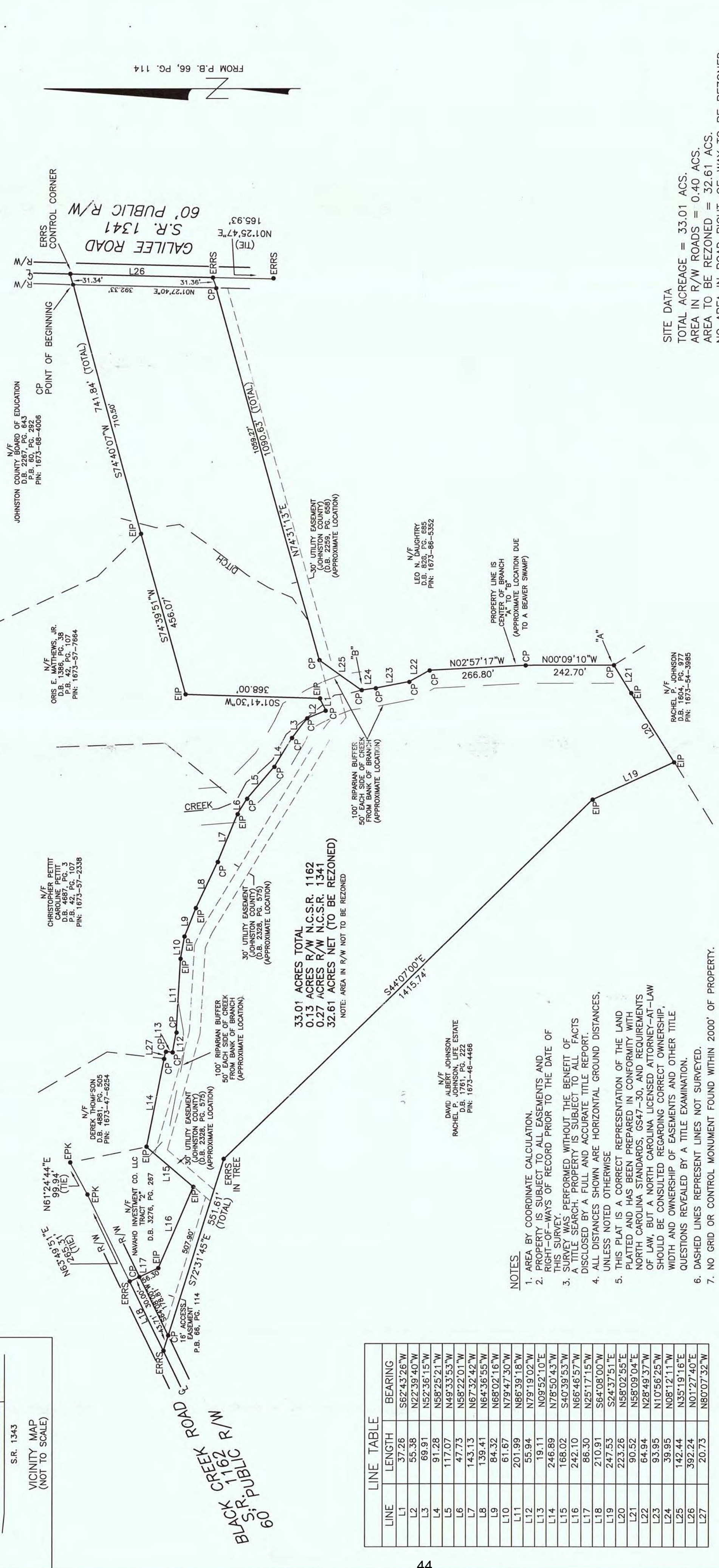
1 inch = 1,600 feet



CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS
NORTH CAROLINA
FILED FOR REGISTRATION ON THE _____ DAY OF _____ PAGE _____ (AM/PM)
AND DULY RECORDED IN PLAT CABINET _____
REGISTER OF DEEDS



LEGEND
EIP = EXISTING IRON PIPE
EIS = EXISTING IRON STAKE
ERB = EXISTING RE-BAR
EPK = EXISTING P.K. NAIL
CP = COMPUTED POINT (NOT FOUND OR SET)
N/F = NOW OR FORMERLY
R/W = RIGHT-OF-WAY
CL = CENTERLINE OF ROAD



33.01 ACRES TOTAL
0.13 ACRES R/W N.C.S.R. 1162
0.27 ACRES R/W N.C.S.R. 1341
32.61 ACRES NET (TO BE REZONED)
NOTE: AREA IN R/W NOT TO BE REZONED

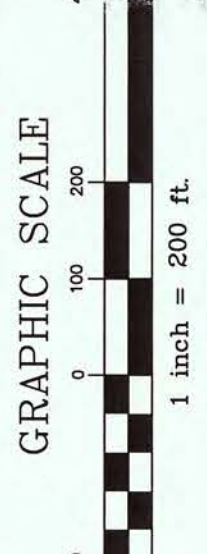
LINE	LENGTH	BEARING
L1	37.26	S62°43'26"W
L2	55.38	N22°39'40"W
L3	69.91	N52°36'15"W
L4	91.28	N58°25'21"W
L5	117.07	N49°33'53"W
L6	47.73	N58°22'01"W
L7	143.13	N67°32'42"W
L8	139.41	N64°36'55"W
L9	84.32	N68°02'16"W
L10	61.67	N79°47'30"W
L11	201.99	N86°39'18"W
L12	55.94	N79°19'02"W
L13	19.11	N09°52'10"E
L14	246.89	N78°50'43"W
L15	168.02	S40°39'53"W
L16	242.10	N66°46'57"W
L17	86.30	N25°17'15"W
L18	210.91	S64°08'00"W
L19	247.53	S24°37'51"E
L20	223.26	N58°02'55"E
L21	90.52	N58°09'04"E
L22	64.94	N28°49'37"W
L23	93.95	N10°56'25"W
L24	39.95	N08°12'11"W
L25	142.44	N35°19'16"E
L26	392.24	N01°27'40"E
L27	20.73	N80°07'32"W

- NOTES**
1. AREA BY COORDINATE CALCULATION.
 2. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RIGHT-OF-WAYS OF RECORD PRIOR TO THE DATE OF THIS SURVEY.
 3. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH. PROPERTY IS SUBJECT TO ALL FACTS DISCLOSED BY A FULL AND ACCURATE TITLE REPORT.
 4. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES, UNLESS NOTED OTHERWISE.
 5. THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH NORTH CAROLINA STANDARDS, GS47-30, AND REQUIREMENTS OF LAW, BUT A NORTH CAROLINA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED REGARDING CORRECT OWNERSHIP, WIDTH AND OWNERSHIP OF EASEMENTS AND OTHER TITLE QUESTIONS REVEALED BY A TITLE EXAMINATION.
 6. DASHED LINES REPRESENT LINES NOT SURVEYED.
 7. NO GRID OR CONTROL MONUMENT FOUND WITHIN 2000' OF PROPERTY.

NOTE:
NO DETERMINATION HAS BEEN MADE BY THE SURVEYOR AS TO THE EXISTENCE OF THE FOLLOWING:
- WETLANDS
- UNDER GROUND UTILITIES FACILITIES
- CEMETERIES OR BURIAL GROUNDS
- HAZARDOUS WASTE

REFERENCES
DEED BOOK 3276, PAGE 267
PLAT BOOK 66, PAGE 114
ALL DEEDS AND PLATS SHOWN ON SURVEY
JOHNSTON COUNTY GIS

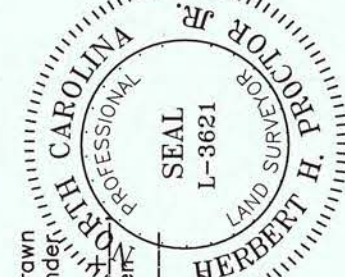
STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON
I, _____ REVIEW OFFICER OF JOHNSTON COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
REVIEW OFFICER _____ DATE _____



SITE DATA
TOTAL ACREAGE = 33.01 ACS.
AREA IN R/W ROADS = 0.40 ACS.
AREA TO BE REZONED = 32.61 ACS.
NO AREA IN ROAD RIGHT-OF-WAY TO BE REZONED
CURRENT ZONING = AR AND R-20A
REQUESTED ZONING = R-20A FOR ENTIRE TRACT

PRELIMINARY PLAT. NOT FOR RECORDATION, SALES OR CONVEYANCES.

I, Herbert H. Proctor Jr., certify that this survey is an existing parcel of land and does not create a new street or change an existing street.
I, Herbert H. Proctor Jr., certify that this survey is an existing parcel of land and does not create a new street or change an existing street.
I, Herbert H. Proctor Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of precision as called for by the plat is 1/10,000; that the boundaries not surveyed are shown as broken lines plotted from information found in Book _____ page _____ that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this _____ day of _____, 2018.



REZONING PLAT FOR
NAVAHO INVESTMENT COMPANY, LLC
TRACT "1"
SOURCE OF TITLE: DEED BOOK 3276, PAGE 267
IN THE JOHNSTON COUNTY REGISTRY
SMITHFIELD TOWNSHIP NORTH CAROLINA
JOHNSTON COUNTY PROPERTY ADDRESS: 6054 BLACK CREEK ROAD
ZONED: AR AND R-20A PIN: 1673-56-5565

OWNER:
NAVAHO INVESTMENT CO. LLC
4909 WESTERN BLVD.
RALEIGH, N.C. 27606

STEWART-PROCTOR, PLLC
ENGINEERING and SURVEYING
(LICENSE NUMBER P-0148)
319 CHAPANOKE ROAD SUITE 106
RALEIGH, NC 27603
TEL: 919 779-1855 FAX 919 779-1661

DATE: 08/01/2018 SURVEYED BY _____ JOB _____
SCALE 1"=200' DRAWN BY _____ DWG. NO. JJ-SMITHFIELD-REZONE200SC1E1

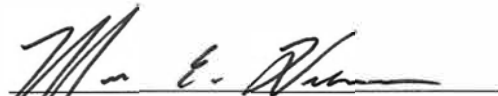
TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15I09037D	167300-57-8542	MATTHEWS, ORIS E	6336 BLACK CREEK ROAD	SMITHFIELD	NC	27577-0000
15I09034G	167300-68-4006	JOHNSTON COUNTY BOARD OF ED	PO BOX 1336	SMITHFIELD	NC	27577-0000
15I09050	167300-96-0480	DAUGHTRY, N LEO	P O BOX 1264	SMITHFIELD	NC	27577-1264
15I09054	167300-54-3985	JOHNSON, RACHEL P LIFE ESTATE	5360 BLACK CREEK RD	SMITHFIELD	NC	27577-7805
15I09049A	167300-46-4466	JOHNSON, RACHEL P LIFE ESTATE	5360 BLACK CREEK RD	SMITHFIELD	NC	27577-7805
15I09037B	167300-47-6254	THOMPSON, DEREK E.	6140 BLACK CREEK RD	SMITHFIELD	NC	27577-7815
15I09037	167300-57-2338	PETTIT, CHRISTOPHER RYAN	6278 BLACK CREEK RD	SMITHFIELD	NC	27577-7817
		Michael Stewart, PE	319 Chapanoke Road	Raleigh	NC	27603
15I09011B	167300-56-5565	NAVAHO INVESTMENT COMPANY LLC	4909 WESTERN BLVD, STE 200	RALEIGH	NC	27606-0000



PLANNING DEPARTMENT
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, RZ-18-07, were notified by First Class Mail on 1-22-19.



Signature
Johnston County, North Carolina

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

22nd day of January, 2019



Notary Public Signature
Julianne Edmonds

Notary Public Name

My Commission expires on Jan. 15, 2023
(Seal)





Request for Town Council Action

**Public
Hearing:** RZ-18-09
Date: 02/05/2019

Subject: Zoning Map Amendment
Department: Planning
Presented by: Mark Helmer, Senior Planner
Presentation: Public Hearing

Issue Statement

To rezoning of 0.3 acres from R-20A (Residential-Agricultural) and 2.81 acres from B-3 (Highway Entrance Business) to LI (Light Industrial) zoning district.

Financial Impact

There will be no financial impact to the Town.

Action Needed

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

Recommendation

The Planning Department and Planning Board recommend approval of the Zoning Map Amendment with a consistency statement declaring the request to be consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Application
4. Site Map
5. Zoning Map
6. Adjacent Property Owners List
7. Adjacent Property Notification



Staff Report

**Public RZ-
Hearing: 18-09**

Application Number: RZ-18-09
Project Name: Studio TK
TAX ID numbers: 17J08001A
Town Limits / ETJ: ETJ
Applicant: McGills Associates
Owners: Teknion North America LLC
Agents: none
Neighborhood Meeting: none

PROJECT LOCATION: The property considered for rezoning is located on the east side of US 70 Business West approximately 200 feet north of its intersection with Cloverdale in the Town's ETJ.

REQUEST: The applicant is requesting to rezone 0.3 acres from R-20A (Residential-Agricultural) and 2.81 acres from B-3 (Highway Entrance Business) to LI (Light Industrial) zoning district.

SITE DATA:

Acreage and Current Zoning: 0.3 acres from R-20A, and 2.81 acres from B-3 (Highway Entrance Business) of the 9.92 acre property.

Proposed Zoning: Light Industrial District
Existing Use: Warehousing / Light Manufacturing
Proposed Use: Warehousing / Light Manufacturing
School Impacts: NA
Parks and Recreation: NA
Fire District: Town of Wilson's Mills
Water and Sewer Provider: Johnston County
Electric Provider: Duke Progress Energy

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

ADJACENT ZONING AND LAND USES:

	Exiting Zoning	Existing Use:
North	B-3 & R-20A	Agriculture
South	LI	Warehousing
East	LI	Undeveloped/ Woodlands
West:	R-20A	Agriculture

STAFF ANALYSIS AND COMMENTARY:

The property considered for rezoning is currently split zoned with 6.15 acres currently zoned light industrial. A 0.30 acre portion is zoned B-3 (Highway Entrance Business) and a 2.81 acre portion is zoned R-20A (Residential-Agricultural). Rezoning the property will serve to correct inconsistencies created when properties lines were moved and lots recombined and a rezoning of the new parcel did not occur. No non-conformities will be created by this rezoning since all existing uses on the property are currently permitted within the Light Industrial zoning district.

In order to approve the rezoning, the Town Council must find the rezoning consistent with Town Plans and Policies (Staff findings):

- **Consistency with the Strategic Growth Plan**

The subject property is consistent with adjacent land uses that include industrial zoning and land uses to the south. The rezoning will serve to more accurately reflect existing land uses on the site.

- **Consistency with the Unified Development Code**

The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance as all current land uses and site improvements appear to meet minimum development standards of the Town of Smithfield Unified Development Ordinance.

- **Compatibility with Surrounding Land Uses**

The property considered for a rezoning is small portion of an existing industrial site that is currently zoned light Industrial. The subject property is adjacent to an existing LI zoning district and land use. The proposed rezoning will not have negative impacts on adjacent land uses and no change in use is proposed as a result of this rezoning classification.

RECOMMENDATION:

The Planning Department and Planning Board recommend approval of the Zoning Map Amendment with a consistency statement declaring the request to be consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

RECOMMENDED ACTION:

The Planning Staff and Planning Board are respectfully requesting the Town Council hold a public hearing, review the petition, and decide whether to approve or deny the rezoning of 0.3 acres from R-20A (Residential-Agricultural) and 2.81 acres from B-3 (Highway Entrance Business) to the LI (Light Industrial) zoning district.

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
RZ-18-09**

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

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

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

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

That the final action regarding zoning map amendment RZ-18-09 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

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

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

That the final action regarding zoning map amendment RZ-18-09 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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



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

REZONING APPLICATION

Pursuant to Article 4, Section 4-1 of the Unified Development Ordinance, proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. Rezoning applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached), (1) electronic submittal and the application fee. The application fee is \$300.00 for the first 5 acres and \$10.00 for each additional 10 acres or portion thereof.

Name of Project: Studio TK Acreage of Property: 9.92
Parcel ID Number: 17J08001A Tax ID: 17J08001A
Deed Book: 4330 Deed Page(s): 402
Address: 3940 US HWY 70 BUS Clayton, NC 27520
Location: Northeast side of US HWY 70 West past Whitley Heights

Existing Use: Manufacturing Proposed Use: Manufacturing
Existing Zoning District: R-20A & B3 - 3.12 acres of the overall 9.92 acre tract
Requested Zoning District LI
Is project within a Planned Development: Yes No
Planned Development District (if applicable): _____
Is project within an Overlay District: Yes No
Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: _____	Date Received: _____	Amount Paid: _____
--------------------	----------------------	--------------------

OWNER INFORMATION:

Name: Teknion North America LLC

Mailing Address: 3940 US HWY 70 BUS, Clayton, NC 27520

Phone Number: 919-938-2004 Fax: _____

Email Address: craig.edwards@studiotk.com

APPLICANT INFORMATION:

Applicant: McGill Associates

Mailing Address: 211 Tyler Drive, Smithfield, NC 27577

Phone Number: 919-209-9955 Fax: _____

Contact Person: Dan Simmons

Email Address: dan.simmons@mcgillengineers.com

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

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

A map with metes and bounds description of the property proposed for reclassification.

A list of adjacent property owners.

A statement of justification.

Other applicable documentation: _____

STATEMENT OF JUSTIFICATION

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

The property was purchased from Girsberger Industries, Inc. in July 2013 and is a furniture manufacturing facility called Studio TK.

Studio TK is investigating expanding the furniture manufacturing facility and discovered the parcel had split zoning. The zoning needs to be made uniform to allow for the expansion design and construction to proceed.

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town Council of the Town of Smithfield to approve the subject zoning map amendment. I hereby certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Smithfield, North Carolina, and will not be returned.

Dan Simmons

Print Name



Signature of Applicant

12-3-18

Date



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

OWNER'S CONSENT FORM

Name of Project: Studio TK

Submittal Date: 11/29/18

OWNERS AUTHORIZATION

I hereby give CONSENT to Dan Simmons (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.

Charles C. Bell
 Signature of Owner

Charles C. Bell
 Print Name

11/29/2018
 Date

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

[Signature]
 Signature of Owner/Applicant

Dan Simmons
 Print Name

12-3-18
 Date

FOR OFFICE USE ONLY

File Number: _____ Date Received: _____ Parcel ID Number: _____

3900 Block of US Hwy 70 Business West



Project Name:
Studio TK

File Number:
RZ-18-09

Existing
Zoning District:
B-3 (Highway
Entrance Business) &
R-20A (Residential-
Agriculture)

Proposed
Zoning District:
LI (Light Industrial)

Location:
3940 US Hwy 70
Business West

Tax ID#
17J08001A

Applicant:
Teknion
North America, LLC

Property Owner:
McGill Associates

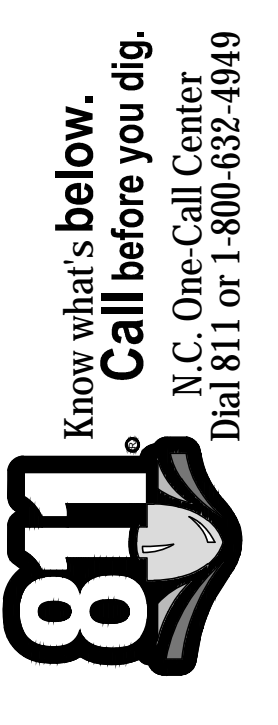
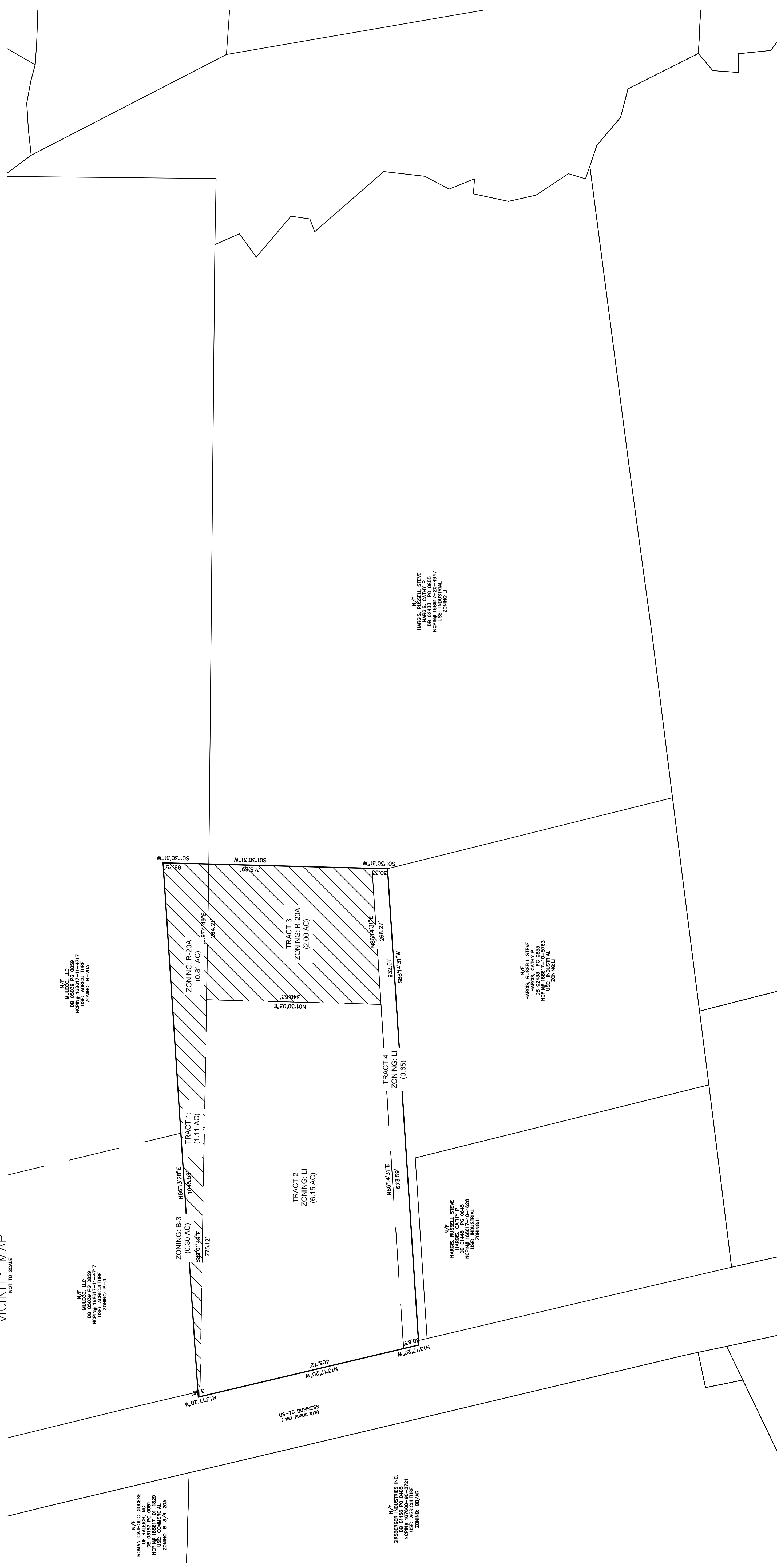
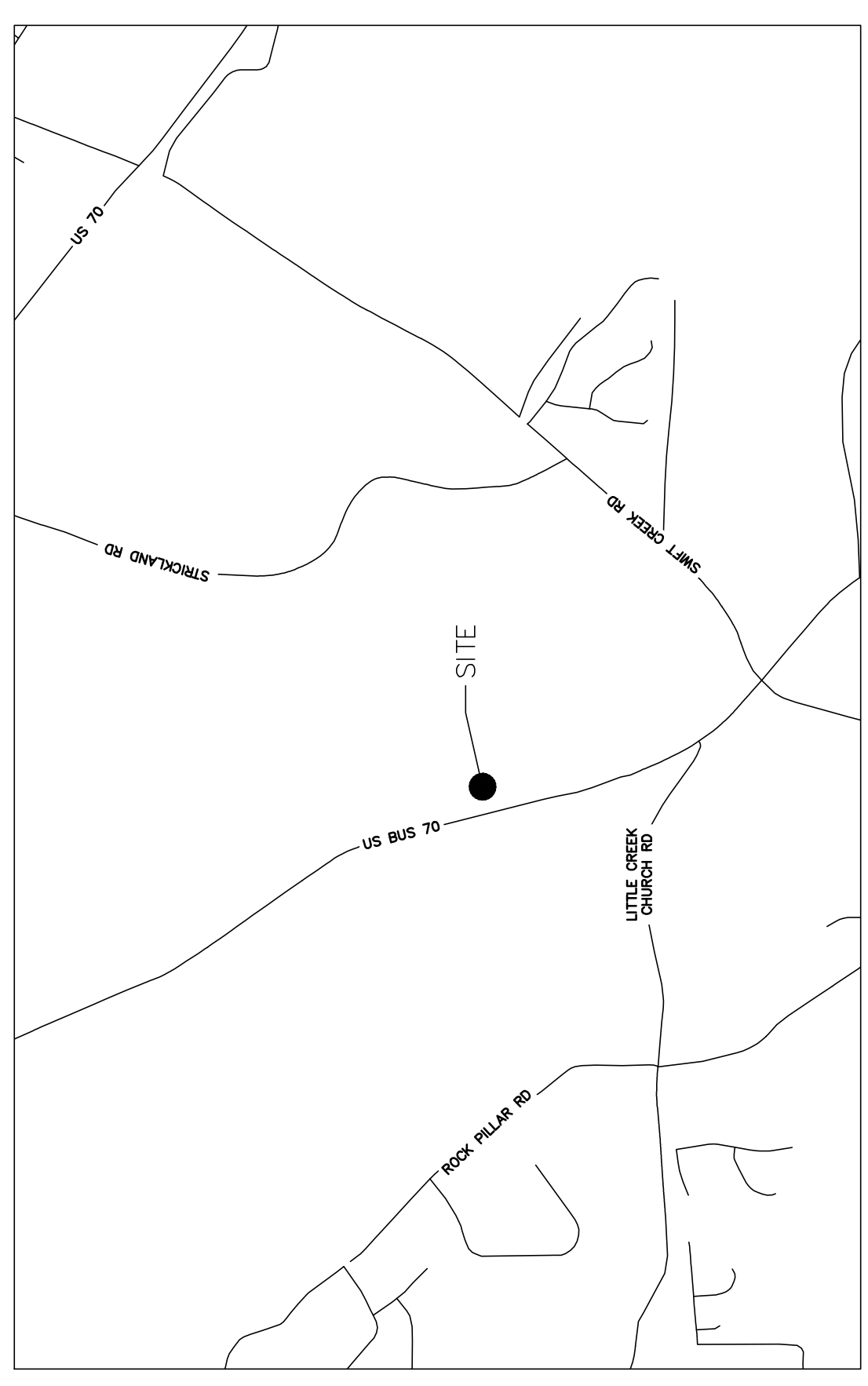
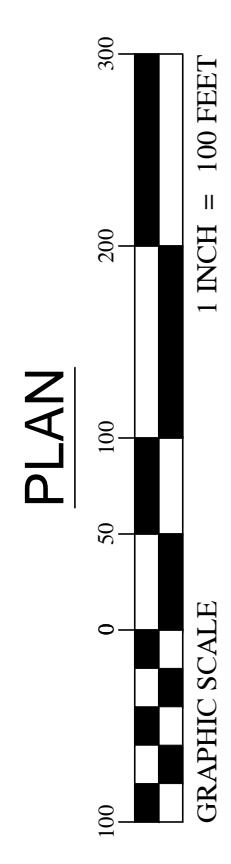
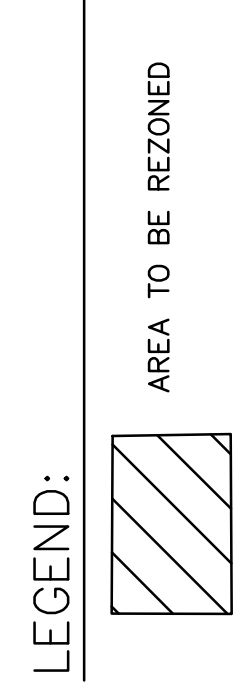
Map created by the
Mark E. Helmer, AICP
Senior Planner,
GIS Specialist
on 12/7/2018



1 inch = 200 feet

SITE DATA

- OWNER: TEKNION NORTH CAROLINA LLC
 3940 US HWY 70 BUS
 CLAYTON, NC
 04330, 0402
 168617-11-2283
- DEED BOOK, PAGE: 168617-11-2283
- NCPIN #: 168617-11-2283
- TOWNSHIP: SMITHFIELD
- ZONING: VARIES, SEE SHEET
- FEMA DESIGNATED FLOODPLAIN: FIRM #3720168600K



NO.	DATE	BY	REVISION DESCRIPTION


TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
		Teknion Morth America LLC	3940 US Hwy 70 Bus	Clayton	NC	27520
		McGill Associates	211 Tyler Drive	Smithfield	NC	27577
17J08001	168617-10-5763	HARGIS, R STEVE	1199 CRANTOCK ROAD	SMITHFIELD	NC	27577-0000
17J08001D	168617-20-4947	HARGIS, R STEVE	1199 CRANTOCK ROAD	SMITHFIELD	NC	27577-0000
17J07026	168617-11-4717	MULECO, LLC		SMITHFIELD	NC	27577-2346
17J08001A	168617-11-2283	TEKNION NORTH CAROLINA LLC	1150 FLINT RD	ONTARIO,		M3J-2J5



PLANNING DEPARTMENT
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, RZ-18-09, were notified by First Class Mail on 1-22-19.



Signature

Johnston County, North Carolina

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

22nd day of January, 2019

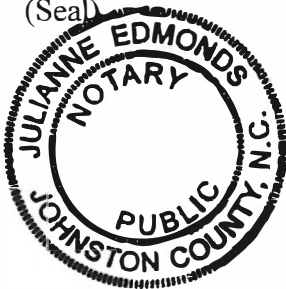


Notary Public Signature

Julianne Edmonds

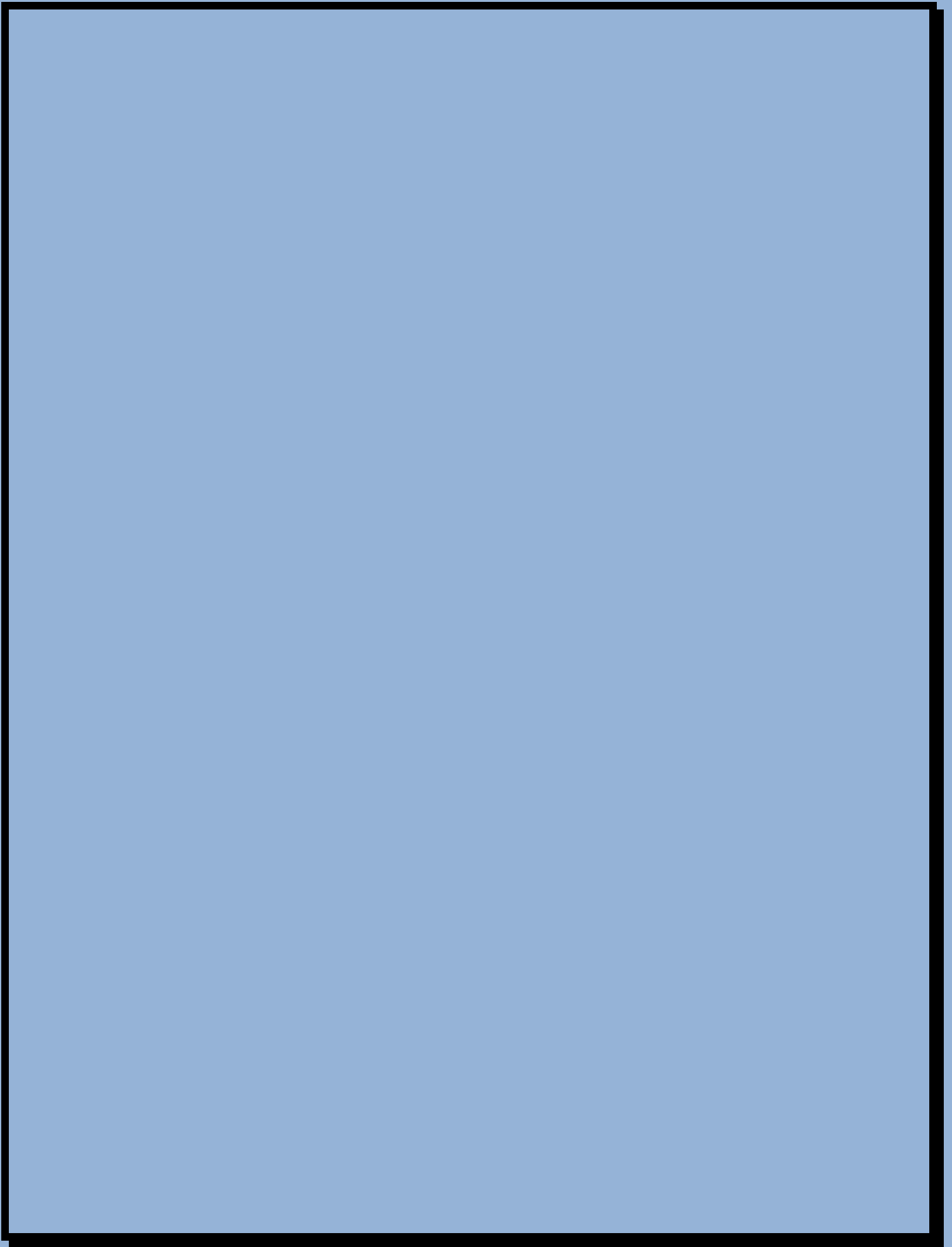
Notary Public Name

My Commission expires on Jan. 15, 2023
(Seal)



Consent

Agenda Items



The Smithfield Town Council met in regular session on Tuesday, January 8, 2019 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Administrative Staff Present

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

Present:

Bob Spence, Town Attorney

Administrative Staff Absent

Tim Kerigan, Human Resources/PIO

CALL TO ORDER

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

INVOCATION

The invocation was given by Mayor Pro-Tem Scott followed by the Pledge of Allegiance led by members of Cub Scout Pack 64.

APPROVAL OF AGENDA:

Councilman Ashley made a motion, seconded by Councilman Dunn, to amend the agenda as follows:

Remove from the Consent Agenda:

3. Career Ladder: The Public Utilities Water/ Sewer Department is requesting approval for a career ladder promotion for the Water/ Sewer Pump Station Mechanic
8. Bid Award to Performance Automotive Group in the amount of \$133,644 for the purchase of six vehicles for the Police Department

Add to the Consent Agenda

11. Consideration and Approval to appoint Daniel Evans to serve as a Commission on the Smithfield Housing Authority.

Add a Close Session: Pursuant to NCGS 143-318.11 (a) (6) to discuss the Town Manager's Annual Evaluation

Unanimously approved

PRESENTATIONS:

1. 2018 North Carolina American Water Works Association & Water Environment Federation Award for Potable Water Distribution System of the year and Award for Sanitary Sewer Collection System of the year

Kevin Irby of the NC AWWA-WEA informed the Council that Smithfield had received the Overall Collections System of the Year Award and the Small Distribution System of the Year Award. Mr. Irby explained the NC AWWA-WEA was very lucky to have the talent and support of many extraordinary volunteers and water professionals. Over the past 96 years, they expanded the awards program as a way to recognize some of the most exceptional volunteers and some of the best and brightest of North Carolina's water industry. The North Carolina Collection and Distribution Systems of the Year awards are selected by the NC AWWA-WEA Wastewater Collection and Water Distribution Systems Committee. The purpose of these awards is to identify and recognize municipalities that protect the public health and natural beauty of the environment through pro-active practices of management, operations, and maintenance beyond what is required of their NC DENR permits. The Town of Smithfield has demonstrated that they perform quality collection system maintenance procedures through the efficient use of labor, materials, equipment, and innovative methods to keep their collection system in good working condition to minimize health hazards and property damage that occur due to sanitary sewer over flows during both wet weather and dry weather conditions. The award honors the collection system personnel that serve their community with a high level of professionalism and diligent work in the operation and maintenance of their wastewater collection system facilities. In the area of distribution, the Town of Smithfield owns & operates 122 miles of pressurized water main, 4 above-ground water storage tanks, and 2 pumping stations all serving over 6,000 customers. The entire system is operated and maintained by 10 permanent staffers, 8 of which are solely dedicated to system field operations.

PUBLIC HEARING: None

CITIZENS' COMMENTS:

- Jud Patterson of 418 Westerman Place, Smithfield addressed the Council on his concerns about parking on Third Street explaining that many of his customers cannot locate parking close to his business, Oak City Collection. Mayor responded that staff was continuing to look at ways to remedy this issue.

CONSENT AGENDA:

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

1. The following minutes were approved
 - December 4, 2018 – Regular Meeting
 - December 4, 2018 – Close Session
2. Approval of a Career Ladder promotion in the Police Department. The officer was promoted from the rank of Police Officer II to the rank of Master Police Officer.
3. Approval was granted for the promotion of Lieutenants and Engineers for Fire Station 2.
4. Bid was awarded to Deacon Jones in the amount of \$36,960 for the purchase of an SUV to be utilized by the Fire Department . Bids received were as follows:
 - Deacon Jones: \$36,960.00
 - Capital Chevrolet: \$38,347.91
 - Kenly Chevrolet \$39,608.00
5. Bid was awarded to Dun-Right Services in the amount of \$15,661 for manhole rehabilitation services. Bids received were as follows:

- Dun-Right Services \$15,661.00
- CMT \$39,758.00
- Osbourne Contract Services No bid submitted

6. Bid Award to ACMS in the amount not to exceed \$182,270 for the fabrication and installation of the Wayfinding signage.

{Attached hereto and made a part of these official minutes is a copy of the Agreement between the Town of Smithfield and ACMS}

7. The following Downtown Smithfield Development Corporation Board of Directors appointments were approved:

- Reappointments of Rick Childrey, T. Ruffin Johnson, Jr and Billie Stevens
- New appointments of K. Todd Johnson, Judson Patterson, Jeremy Pearce and Cathy Shuler.

8. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Electric Line Technician	PU – Electric	31-72-7230-5100-0200	\$18.27/hr. (\$38,001.60/yr.)
Marketing & Comm Specialist	General Government	10-10-4100-5100-0200	\$20.37/hr. (\$42,369.60/yr.)
	PU – Water/Sewer	30-71-7220-5100-0200	(1/3)
	PU – Electric	31-72-7230-5100-0200	(1/3)
P/T Labor	PU – Water/Sewer	30-71-7220-5100-0200	\$12.00/hr.
P/T Lifeguard	P&R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Staff	P&R – Aquatics	10-60-6220-5100-0210	\$8.00/hr.
P/T Staff	P&R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200	\$12.83/hr. (\$26,686.40/yr.)

Current Vacancies

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Police Officer I	Police	10-20-5100-5100-0200
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200
Utility Line Mechanic	PU – Water / Sewer	30-71-7220-5100-0200

9. Approval to appoint Daniel Evans to serve as a commissioner on the Smithfield Housing Authority. {Attached hereto and made a part of these official minutes is the Certificate of Appointment of Commissioner of the Smithfield Housing Authority.

Unanimously approved.

Business Items : None

Councilmembers Comments:

Mayor Moore expressed his appreciation to everyone who participated in the annual Christmas Parade stating it was an outstanding event. He commended the Public Utilities staff for their entry in the parade. Mayor Moore stated the Town had an outstanding 2018 and he was looking forward to an even better 2019. To the Cub Scouts in attendance, he encouraged them to stay in scouting as it was an incredible program that would assist them for their life journey ahead.

Town Manager’s Report:

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

- Marketing and Communication Specialist Brian Eaves was introduced to the Council and welcomed to the Town. The Town Manager explained Mr. Eaves was doing an outstanding job and had already increased the Town’s social media presence by 50%- 75%.

- Comprehensive Plan: The next Public Comprehensive Plan Meeting is scheduled for February 19th from 6:00 pm to 8:00 pm at the fire department training room.
- FY 2018 Audit: The Town's auditor has yet to complete the Town's annual audit. The firm was set back by hurricanes Florence and Michael. The auditor also has not completed Johnston County's annual audit.
- CDBG Grant: We have been advised that Smithfield was not selected as an award grantee in the current round of CDBG grant money for housing rehabilitation. Staff will be evaluating the grant application with our grant writer and state officials to see if any changes might assist in a future application scoring higher so funding is received.
- The Town Manager expressed his appreciation to the community, volunteers, community partners and staff for a wonderful 2018. He explained the Town was off to a great start in 2019, but there was a lot to do. A highlight of each department's monthly activities was given to the Council

Close Session: Pursuant to NCGS 143-318.11 (a) (6) to discuss the Town Manager's annual evaluation.

Councilman Dunn made a motion, seconded by Councilman Stevens to go into closed session pursuant to NCGS 143-318.11 (a) (6). Unanimously approved at 7:17

Reconvene in Open Session

Mayor Pro-Tem Scott made a motion, seconded by Councilman Stevens, to reconvene in open session. Unanimously approved at 9:19 pm.

Town Manager's Annual Evaluation

Councilman Ashley made a motion, seconded by Mayor Pro-Tem Scott, to increase the Town Manager's salary to \$110,000 effect at the next pay period. Unanimously approved.

Adjourn

Being no further business, Councilman Dunn made a motion, seconded by Councilman Rabil, to adjourn the meeting. The meeting adjourned at approximately 9:20 pm.

ATTEST:

M. Andy Moore, Mayor

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent **Amended**
Agenda **Audit**
Item: **Agreement**
Date: 02/05/2019

Subject: Amended Contract consideration with Thompson, Price, Scott, Adams & Co., P.A. to complete the Town of Smithfield audit for fiscal year ending June 30, 2018 by January 31, 2019.

Department: Finance

Presented by: Greg Siler

Presentation: Consent Agenda

Issue Statement: During the June 5, 2018, Council Meeting, Town Council approved an agreement with Thompson, Price, Scott, Adams & Company, P.A. to audit all statements and disclosures required by GAAP for Fiscal Year ending June 30, 2018. The audit was to be completed by October 31, 2018.

Financial Impact: N/A

Action Needed: Approve amended contract to audit accounts with Thompson, Price, Scott, Adams & Company, P.A.

Recommendation: Authorize Town Manager to sign

Approved: Town Manager Town Attorney

Attachments

1. Staff Report
2. Amended Contract Addressing Revised Completion Date and Explanation
3. Original Contract Agreement – see item 6 and 15 addressing Contract Amendment



Staff Report

Consent	Amended
Agenda	Audit
Item:	Agreement

Per the audit **agreement the Town's audit was to be completed by October 31, 2018.** The Local Government Commission requires units for which the annual audit is still outstanding after 7AM on Monday, December 3, 2018, to submit a completed audit contract amendment form that includes an explanation as to why the audit was late and a revised completion date. The amendment form must be signed by both unit representatives and representatives of the audit firm. **TPSA is citing the Town's new accounting software and Hurricane Florence** as cause for the delay.

CONTRACT TO AUDIT ACCOUNTS

Of TOWN OF SMITHFIELD Primary Government Unit

N/A Discretely Presented Component Unit (DPCU) if applicable

On this 15TH day of MAY, 2018

Auditor: THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A. Auditor Mailing Address: PO BOX 398

WHITEVILLE, NC 28472 Hereinafter referred to as The Auditor

and TOWN COUNCIL (Governing Board(s)) of TOWN OF SMITHFIELD (Primary Government)

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

- 1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning JULY 1, 2017, and ending JUNE 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with Government Auditing Standards if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by Office of the State Auditor (OSA) and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

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

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. Audit report is due on: 10/31/18. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: <https://nctreasurerslgfd.leapfile.net>. Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on Fees page.**) This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the

Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

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

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

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

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <https://nctreasurerslgfd.leapfile.net>. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
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 shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and the Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <https://nctreasurerslgfd.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 November 2017. These instructions are subject to change. Please check the NC Treasurer's web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
20. The contract is not valid until it is approved by the Secretary of the LGC. 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. 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 FEES PAGE

Contract to Audit Accounts (cont.) **TOWN OF SMITHFIELD**

Primary Government Unit
N/A

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENT

AUDIT: \$ 21,000 *(see Engagement Letter)

WRITING FINANCIAL STATEMENTS: \$ 1,750

ALL OTHER NON-ATTEST SERVICES: \$ BILLED AT STANDARD HOURLY RATES IF REQUIRED

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

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 \$ 17,063

** NA if there is to be no interim billing

FEES – DPCU (IF APPLICABLE)

AUDIT: \$ N/A

WRITING FINANCIAL STATEMENTS: \$ N/A

ALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

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 \$ N/A

** NA if there is to be no interim billing

Contract to Audit Accounts (cont.) TOWN OF SMITHFIELD
Primary Government Unit
N/A
Discretely Presented Component Unit (DPCU) if applicable

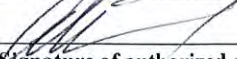
Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.
Name of Audit Firm

By ALAN W. THOMPSON

Authorized Audit firm representative name: Type or print


Signature of authorized audit firm representative

Date 5-15-18

ALANTHOMPSON@TPSACPAS.COM
Email Address of Audit Firm


Governmental Unit Signatures:

TOWN OF SMITHFIELD

Name of Primary Government

By X 

Mayor / Chairperson: Type or print name and title

X 
Signature of Mayor/Chairperson of governing board

Date X 06-05-2018

By N/A

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson **

Date

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

Please provide us the most current email addresses available as we use this information to update our contact database

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

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

By GREG SILER

Primary Government Unit Finance Officer:

Type or print name

X 

Primary Government Finance Officer Signature

Date X June 05, 2018

(Pre-audit Certificate must be dated.)

GREG.SILER@SMITHFIELD-NC.COM

Email Address of Finance Officer

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

X June 5, 2018



Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

May 15, 2018

Town of Smithfield
Mr. Greg Siler, Finance Director
350 East Market Street
Smithfield, NC 27577

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Town of Smithfield for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Smithfield as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Smithfield's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Smithfield's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Law Enforcement Officers' Special Separation Allowance
3. Other Postemployment Benefits Schedules of Funding Progress and Employer Contributions
4. Schedule of the Proportionate Share of the Net Pension Asset and Schedule of Contributions – LGERS

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

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Members

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

Audit Objectives

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

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

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

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Town of Smithfield. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures-General

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

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in

accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Smithfield's major programs. The purpose of these procedures will be to express an opinion on Town of Smithfield's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Town of Smithfield in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2018.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the

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

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Lisa Minter), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

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

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the

assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine 4) unrestricted access to persons within the government from whom we determine it necessary to obtainant or oversight agency for audits.

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

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

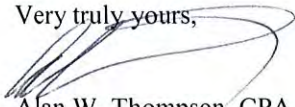
The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we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

We expect to begin our audit by approximately May 30, 2018 and to issue our reports no later than October 31, 2018. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$22,750. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alan W. Thompson', with a large, sweeping flourish extending to the right.

Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

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

Management signature: Mark L. Scott

Title: Town Manager

Date: 06-05-2018

Governance signature: M. Andy W.

Title: Mayor

Date: 06-05-2018

CC: Town Council

Whereas	Primary Government Unit TOWN OF SMITHFIELD
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/18	and originally due on	Audit Report Due Date 10/31/18
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hereby agree that it is now necessary that the contract be modified as follows.

<input checked="" type="checkbox"/> Modification to due date:	Original due date 10/31/18	Modified due date 01/31/19
<input type="checkbox"/> Modification to fee:	Original fee	Modified fee

EXPLANATION OF MODIFIED CONTRACT TERMS

Please provide an explanation for the modification of terms. If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.

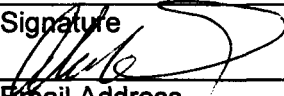
The Town of Smithfield converted to a new accounting software, which created significant difficulties in getting useful reports for the audit work. In addition, Hurricane Florence greatly impacted our office, creating scheduling issues for our staff.

We do not foresee this being an issue in the future.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed) ALAN W. THOMPSON	Signature 
Date 01/16/19	Email Address alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit TOWN OF SMITHFIELD	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref. G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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.

Primary Governmental Unit Finance Officer N/A	Signature
Date of Pre-Audit Certificate	Email Address



Request for Town Council Action

Consent
Agenda
Item:

Financing
for Dump
Truck and
SUV

Date: 02/05/2019

Subject: Consideration to Approve the Lowest Bidder, First Citizens Bank, for Dump Truck/SUV Loan of \$88,500

Department: Finance

Presented by: Greg Siler

Presentation: Consent Agenda

Issue Statement: The Town of Smithfield wishes to enter into an Installment Purchase Contract (G.S. 160A-20) to finance the purchase of a 2018 Dump Truck (Parks and Recreation) and 2018 SUV (Fire Dept.). The loan amount is \$88,500.

Financial Impact:

- Annual payments will be \$19,199.70
- Total interest over 59 months is \$7,498.46
- First payment of \$9,599.85 is payable in July, 2019

Action Needed: Award the lowest bidder, First Citizens Bank, the financing agreement for \$88,500 at 3.11% for 59 months.

Recommendation: Authorize Town Manager to sign a 59 month note with First Citizens Bank on \$88,500 at a rate of 3.11 percent.

Approved: Town Manager Town Attorney

Attachment(s):

1. Staff Report
2. Rate and Term Comparison Spreadsheets
3. Resolution # 634 (01-2019)– Approving Terms with First Citizens
4. Amortization Schedule



Staff Report

**Consent
Agenda
Item: Financing
for Dump
Truck
and SUV**

A request for proposal was sent out on December 27, 2018, to three (3) banks soliciting financing bids on a 2018 dump truck and SUV purchase.

The Town received financing bids from all three lenders on the \$88,500 loan request. All bids were based on a 59 month term with semi-annual payments. First Citizens Bank proposed 3.11% while KS Bank and Four United Community Bank proposed 3.59% and 3.65% respectively. The fixed semi-annual payment using First Citizens rate of 3.11% for 59 months is 9,599.85 or \$19,199.70 annually. The annual payment of \$19,199.70 will be budgeted in the FY19-20 budget.

Board approval to proceed with financing was decided with the approval of the FY18-19 budget.

**Town of Smithfield Financing Proposal Results for Dump Truck and SUV Loan of \$88,500
5 years (59) Months**

	<u>KS Bank</u>	<u>First Citizens</u>	<u>United Community</u>
<i>Rate</i>	3.59%	3.11%	3.65%
<i>Fees</i>	\$0	\$0	1%
<i>Prepayment Penalty</i>	None	None	None

Town of Smithfield
Resolution # 634 (01-2019)
Approving Financing Terms

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 Purchase through First Citizens Bank (“FCB”), in accordance with the proposal dated January 18, 2019. The amount financed shall not exceed \$88,500.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.11%, and the financing term shall not exceed 59 months 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 purchase 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.

Approved this 5th day of February, 2019.

Attest: _____
Shannan Parrish (Town Clerk)

By: _____
M. Andy Moore (Mayor)

SEAL

Town of Smithfield 2019 IPC

Compounding Period: Semiannual

Nominal Annual Rate: 3.110%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	02/26/2019	88,500.00	1		
2 Payment	07/26/2019	9,599.85	9	Semiannual	07/26/2023
3 Payment	01/26/2024	9,599.81	1		

TValue Amortization Schedule - Normal, 30E3/360

	Date	Payment	Interest	Principal	Balance
Loan	02/26/2019				88,500.00
1	07/26/2019	9,599.85	1,146.81	8,453.04	80,046.96
2019 Totals		9,599.85	1,146.81	8,453.04	
2	01/26/2020	9,599.85	1,244.73	8,355.12	71,691.84
3	07/26/2020	9,599.85	1,114.81	8,485.04	63,206.80
2020 Totals		19,199.70	2,359.54	16,840.16	
4	01/26/2021	9,599.85	982.87	8,616.98	54,589.82
5	07/26/2021	9,599.85	848.87	8,750.98	45,838.84
2021 Totals		19,199.70	1,831.74	17,367.96	
6	01/26/2022	9,599.85	712.79	8,887.06	36,951.78
7	07/26/2022	9,599.85	574.60	9,025.25	27,926.53
2022 Totals		19,199.70	1,287.39	17,912.31	
8	01/26/2023	9,599.85	434.26	9,165.59	18,760.94
9	07/26/2023	9,599.85	291.73	9,308.12	9,452.82
2023 Totals		19,199.70	725.99	18,473.71	
10	01/26/2024	9,599.81	146.99	9,452.82	0.00
2024 Totals		9,599.81	146.99	9,452.82	
Grand Totals		95,998.46	7,498.46	88,500.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
3.110%	\$7,498.46	\$88,500.00	\$95,998.46



Request for Town Council Action

**Consent
Agenda
Item:** Library
Repairs
Date: 02/05/2019

Subject: Library Repairs
Department: Non-Departmental
Presented by: Town Manager - Michael Scott
Presentation: Consent Agenda

Issue Statement

The library is in need of repairs to several areas totaling an estimated \$33,000. The Town has agreed to pay for 40% of these repairs after the first \$4,000, which equals \$11,600.

Financial Impact

\$11,600

Action Needed

Approve Library Repairs in the cost amount to the Town of \$11,600.

Recommendation

Approve Repairs.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. MOU with County and Library



Staff Report

**Consent
Agenda
Item: Library
Repairs**

Attached is the Memorandum of Understanding with the Library for needed repairs. The Town Manager recently met with the Library Board Chair, Library Staff and County Manager to discuss needed repairs to the library totally \$103,000. During the meeting it was discussed that \$33,000 of the repairs could be completed now with the remainder going through the normal budget process for approval in FY 2020.

The repairs funded by this action form would include:

Wet Glazing of Windows	\$7,000
Aero seal Duct work in Meeting Room	\$7,000
Air seal Exterior Walls	\$15,000
Repairs to Meeting Room including walls and lights	<u>\$4,000</u>
Total	\$33,000

In the attached MOU the Library pays for the first \$4,000 with the balance being split between the Town of Smithfield and the County at 40% Town costs and 60% County Costs. This breaks down to:

Library	\$4,000
Town	\$11,600
County	<u>\$17,400</u>
Total	\$33,000

The Town budget can easily absorb this cost from its General Fund contingency line where \$335,000 was budgeted and only \$20,000 has been allocated.

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

MEMORANDUM OF UNDERSTANDING

Between Public Library of Johnston County and Smithfield, County of Johnston and Town of Smithfield

This Memorandum of Understanding is hereby made between the Public Library of Johnston County and Smithfield (hereinafter referred to as "Public Library"), County of Johnston (hereinafter referred to as "County") and Town of Smithfield (hereinafter referred to as "Town" and collectively referred to together as the "Parties").

WHEREAS, the collaboration between the Parties allows the Public Library to provide necessary library programs and services to citizens of County and Town;

WHEREAS, the collaboration between the Parties includes sharing financial responsibility for the costs of non-budgeted necessary facility maintenance and repair projects for that certain portion of property occupied by the Public Library located at 305 and 309 E. Market Street, Smithfield, North Carolina ("the Property");

WHEREAS, the Parties desire to memorialize their understanding and agreement regarding the payment of the costs of necessary facility maintenance and repair projects for the Property;

NOW, THEREFORE, the Parties agree as follows:

1. The Public Library agrees to pay for each individual maintenance and repair project for the Property in an amount not to exceed \$4,000.00. The Johnston County Building and Grounds Manager will take the lead role in coordinating repair projects.
2. If a proposed maintenance and repair project exceeds \$4,000.00, the Public Library will present the proposed maintenance and repair project to County and Town, and the Parties will evaluate the project for need. Once the project is evaluated for need and all Parties agree that the project is necessary and should be completed, the costs of the maintenance and repair project shall be divided as follows: The Public Library shall pay the first \$4,000.00 of the costs of the maintenance and repair project; The County and Town shall divide the remaining costs of the maintenance and repair project over and above \$4,000.00 with the County paying 60% of the costs of the maintenance and repair project over and above \$4,000.00 and the Town paying 40% of the costs of the maintenance and repair project over and above \$4,000.00.

3. In the event of an emergency repair that is necessary to protect the life, safety, and health of patrons, citizens, and employees, the County agrees to immediately coordinate with the Public Library to make the repair and notify the Town of Smithfield. The Parties shall pay the costs of the project as described in paragraph 2 above, subject always to paragraph 5 below.
4. In the event the Public Library elects to do a voluntary facility upgrade project for the Property, the Public Library shall pay 100% of the facility upgrade.
5. The Public Library shall continuously maintain comprehensive commercial insurance covering the replacement cost of the Property for loss or damage. The Parties understand that certain property damage losses may be eligible for coverage under the Public Library's comprehensive commercial insurance policy. The Public Library shall timely file all claims for loss or damage pursuant to its contract for insurance. To the extent any loss to the Property is covered by insurance, the County and Town shall not be responsible for paying the costs for loss or damage covered by contracts for insurance.
6. This Memorandum of Understanding is effective upon execution by all Parties.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

[SIGNATURE PAGE TO FOLLOW.]

SIGNATURE PAGE – MEMORANDUM OF UNDERSTANDING BETWEEN PUBLIC LIBRARY OF JOHNSTON COUNTY AND SMITHFIELD, COUNTY OF JOHNSTON, AND TOWN OF SMITHFIELD

PUBLIC LIBRARY OF JOHNSTON COUNTY AND SMITHFIELD

1-12-16
Date

[Signature]
Chairman, Board of Trustees

Attest:

Margaret Marshall
Library Director

COUNTY OF JOHNSTON

1-4-16
Date



[Signature]
Chairman, Board of Commissioners

Attest:

Dana S. Cuddinger
Deputy Clerk

TOWN OF SMITHFIELD

1-6-16
Date



M. Andy [Signature]
Mayor

Attest:

Sharon Williams
Town Clerk



Request for Town Council Action

Consent Agenda Item:	Purchase of 2019 Ford F 250 Pickup Truck
Date:	02/05/2019

Subject: Purchase of 2019 Ford F 250 Pickup truck
Department: Public Works Street Division
Presented by: Lenny Branch, Public Works Director
Presentation: Consent Agenda

Issue Statement

The Public Works Department is proposing the purchase of a 2019 Ford F 250 Pickup truck from Ashville Ford in the amount of \$28,612.81.

Financial Impact

If approved by council the purchase of the 2019 Ford F 250 Pickup truck will be within our \$30,000 budgeted in this year's Capital Outlay line.

Action Needed

Council approval to purchase the 2019 Ford F 250 Pickup truck from Asheville Ford.

Recommendation

Staff recommends purchasing the 2019 Ford F 250 pickup from the lowest bidder Asheville Ford in the amount of \$28,612.81.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Vehicle Proposals with tabulation sheet



Staff Report

**Consent
Agenda
Item:** Purchase
of 2019
Ford F
250
Pickup
Truck

The Town Council approved \$30,000 in the Public Works Street Division capital line to purchase a new pickup truck. The Public Works Department utilized the North Carolina Sheriffs Association as well as four (4) local companies for bids. The proposals received are as follows;

- | | |
|--|-------------|
| 1. Asheville Ford (NC Sheriff's Association) | \$28,612.81 |
| 2. Deacon Jones Auto Group | \$29,381.00 |
| 3. Capital Ford | \$30,362.00 |
| 4. Classic Ford | No Bid |
| 5. Dunn Benson Ford | No Bid |

It is the recommendation of the Public Works department to purchase the 2019 Ford F 250 Pickup from Asheville Ford in the amount of \$28,612.81.



PUBLIC WORKS DEPARTMENT

2019 White Color, Ford F-250 Short Bed XL 4x4 SD Crew Cab (W2B) with Electric Door Locks and Windows, V-8 engine, and automatic transmission

Asheville Ford
(North Carolina Sheriff's Association) \$28,612.81

Classic Ford No Bid

Deacon Jones Auto Group
(Standard NC Municipal) \$29,381.00

Capital Ford of Raleigh \$30,362.00

Dunn Benson Ford No Bid



NORTH CAROLINA SHERIFFS' ASSOCIATION

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>FORD F-250 SHORT BED XL 4X4 SD CREW CAB (W2B) (Specification #24)</u>			
Asheville Ford Lincoln LLC	2019 Ford F-250 XL 4x4 SD Crew Cab (W2B)	★Appalachia	\$27,494.31
Asheville Ford Lincoln LLC	2019 Ford F-250 XL 4x4 SD Crew Cab (W2B)	★Dogwood	\$27,555.31
Asheville Ford Lincoln LLC	2019 Ford F-250 XL 4x4 SD Crew Cab (W2B)	★Cardinal	\$27,555.31
Asheville Ford Lincoln LLC	2019 Ford F-250 XL 4x4 SD Crew Cab (W2B)	★Longleaf Pine	\$27,655.31

27,555.31
Add: Electric Window → 1,057.50
+ Door Lock Package
\$28,612.81



August 27, 2015

To: North Carolina units of local government and other interested parties

From: Norma R. Houston, *Lecturer in Public Law and Government*

Re: North Carolina Sheriffs' Association Vehicle Procurement Program

The UNC School of Government has been asked to render an opinion about the legality of purchasing law enforcement vehicles directly through the North Carolina Sheriffs' Association Vehicle Procurement Program ("the NCSA Program") under the group purchasing program exception to competitive bidding requirements under North Carolina General Statute 143-129(e)(3). The following opinion is not a recommendation for or endorsement of the products or services offered through the NCSA Program.

Under North Carolina law, when a local government subject to Article 8, Chapter 143 of the North Carolina General Statutes decides to purchase apparatus, supplies, materials, or equipment involving the expenditure of \$30,000 or more, that local government must follow certain statutory bidding procedures unless an exception applies. G.S. 143-129 contains several exceptions to these bidding requirements. One of these exceptions, found in G.S. 143-129(e)(3), allows local governments to purchase apparatus, supplies, materials, or equipment through a "competitive bidding group purchasing program" instead of following the bidding requirements of Article 8. G.S. 143-129(e)(3) defines a "competitive bidding group purchasing program" as "a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies." In my opinion, the NCSA Program qualifies as a competitive bidding group purchasing program under G.S. 143-129(e)(3).

Accordingly, local governments subject to Article 8, Chapter 143 of the North Carolina General Statutes have the legal authority to purchase vehicles directly from vendors under contract through the NCSA Program under the group purchasing program exception in G.S. 143-129(e)(3), unless such purchases are inconsistent with local policies or procedures. An analysis of the NCSA Program under the group purchasing program exception follows.

Formally Organized Program

In order to qualify as a group purchasing program under G.S. 143-129(e)(3), the entity offering products and services must be "formally organized." While the statute does not define this term, it suggests some level of organization beyond an ad hoc group that decides

to enter into contracts jointly. The North Carolina Sheriffs' Association is a nonprofit organization formed in 1922. According to the NCSA website (www.ncsheriffs.org), the organization is governed by a board of directors, has an office, contact information, and staff. As such, the NCSA meets the requirement of being formally organized.

Competitively Obtained Purchasing Services

Under the group purchasing exception, the items and services offered must be "competitively obtained," meaning the organization's contracts were procured through a competitive process. While this process does not have to mirror in every respect the competitive bidding requirements of G.S. 143-129 for purchase contracts in the formal bidding range, it must ensure a reasonable opportunity for interested vendors to be notified of and submit bids with fair evaluation of those bids leading to a contract award. The vehicle contracts available through the NCSA Program are entered into by the NCSA after broadly disseminated advertising (including through the North Carolina Bid Network), a pre-bid conference, and receipt of sealed bids by an advertised bid deadline. Bids were evaluated and awarded based on the lowest, responsive, responsible bidder standard of award. In my opinion, this process meets the statutory requirement that the contracts be obtained competitively. (See NCSA website for specific bid-related documents).

Discount Prices

A third element of the group purchasing program exception is that the prices offered by vendors must be discounted. Typically such discounts take the form of a price less than list price, although this is not specifically required under the group purchasing program exception. The competitive bid prices received by the NCSA and the contracts awarded contain competitive discount pricing, thus satisfying this requirement of the statute.

Two or More Public Agencies

The final requirement under the group purchasing program exception is that the items offered through the program are available to at least two public agencies (this requirement does not exclude the opportunity for private entities to purchase items from the program). According to its website, the NCSA offers the opportunity to purchase through the NCSA Program to all 100 sheriffs' offices in North Carolina, thus making the program available to at least two public agencies.

For these reasons, it is my opinion that local governments in North Carolina may purchase vehicles directly (i.e., without having to comply with the competitive bidding requirements of Article 8) from vendors through the NCSA Program under the group purchasing program exception of G.S. 143-129(e)(3).



NORTH CAROLINA SHERIFFS' ASSOCIATION

FORD F-250 SHORT BED XL 4X4 SD CREW CAB (W2B)

SPECIFICATION #24

2019 Ford F-250 XL 4x4 SD Crew Cab (W2B)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. POWERTRAIN

- a. 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
- b. Part-time
- c. Fuel Economy Highway: N/A
- d. Recommended fuel : regular unleaded
- e. TorqShift 6 speed automatic transmission with overdrive
- f. Fuel Economy City: N/A

2. SUSPENSION/HANDLING

- a. Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- b. Firm ride Suspension
- c. Front and rear 17 x 7.5 painted steel wheels
- d. Rear rigid axle leaf spring suspension with HD shocks
- e. Hydraulic power-assist re-circulating ball Steering
- f. LT245/75SR17 EBSW AS front and rear tires

3. BODY EXTERIOR

- a. 4 doors
- b. Conventional right rear passenger
- c. Black door mirrors
- d. Class V trailer hitch with trailer sway control
- e. Easy lift tailgate
- f. Trailer harness
- g. Clearcoat paint
- h. Conventional left rear passenger
- i. Driver and passenger folding door mirrors
- j. Black bumpers
- k. Bed-rail protectors
- l. Easy lower tailgate
- m. Box style: regular
- n. Front and rear 17 x 7.5 wheels

4. CONVENIENCE

- a. Manual air conditioning with air filter
- b. Manual door locks
- c. Manual telescopic steering wheel
- d. 1 1st row LCD monitor
- e. Passenger visor mirror
- f. Manual windows
- g. Manual tilt steering wheel

- h. Day-night rearview mirror
- i. Front cupholder
- j. Full overhead console
- k. 2 Standard Keys

5. SEATS AND TRIM

- a. Seating capacity of 6
- b. 4-way driver seat adjustment
- c. 4-way passenger seat adjustment
- d. 60-40 folding rear split-bench seat
- e. Front 40-20-40 split-bench seat
- f. Manual driver lumbar support
- g. Centre front armrest with storage

6. ENTERTAINMENT FEATURES

- a. AM/FM stereo radio
- b. Fixed antenna
- c. 6 speakers

7. LIGHTING, VISIBILITY AND INSTRUMENTATION

- a. Halogen aero-composite headlights
- b. Fully automatic headlights
- c. Light tinted windows
- d. Tachometer
- e. Outside temperature display
- f. Trip computer
- g. Delay-off headlights
- h. Variable intermittent front windshield wipers
- i. Front and rear reading lights
- j. Oil pressure gauge
- k. Low tire pressure warning
- l. Trip odometer

8. SAFETY AND SECURITY

- a. 4-wheel ABS brakes
- b. 4-wheel disc brakes
- c. ABS and driveline traction control
- d. Dual seat mounted side impact airbag supplemental restraint system
- e. Manual door locks
- f. MyKey restricted driving mode
- g. 3 manually adjustable rear head restraints
- h. Brake assist with hill hold control
- i. Electronic stability
- j. Dual front impact airbag supplemental restraint system
- k. Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- l. SecuriLock immobilizer
- m. Manually adjustable front head restraints
- n. Back-up camera

9. WARRANTY

- a. Bumper to Bumper: 3 year/36,000 mile
- b. Powertrain: 5 year/60,000 mile
- c. Maintenance Plan and Extended Warranty Available, Contact Dealer for more Information.



NORTH CAROLINA SHERIFFS' ASSOCIATION

FORD F-250 SHORT BED XL 4X4 SD CREW CAB (W2B) SPECIFICATION #24

2019 Ford F-250 XL 4x4 SD Crew Cab (W2B)

The Ford F-250 XL 4x4 SD Crew Cab (W2B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and NCSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
BASE PRICE:	\$27,494.31	\$27,555.31	\$27,555.31	\$27,655.31

While the North Carolina Sheriffs' Association has attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 XL 4x4 SD Crew Cab (W2B)			
DEALER:	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC
ZONE:	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
BASE PRICE:	\$27,494.31	\$27,555.31	\$27,555.31	\$27,655.31

Order Code	Delete Options	All Zones
	Delivery Fee - Appalachia District	NA
	Delivery Fee - Dogwood District	NA
	Delivery Fee - Cardinal District	NA
	Delivery Fee - Longleaf Pine District	NA
58Y ¹	Radio Delete (LPO) (Fleet) - REQUIRES Valid FIN Code.	NA ¹
572 ¹	Air Conditioning Delete (LPO)- REQUIRES Valid FIN Code.	NA ¹
51X ¹	Spare Tire, Jack & Frame Carrier Delete (LPO) - REQUIRES Valid FIN Code.	(\$75.00) ¹

Order Code	Add Options	All Zones
99T ¹	Engine: 6.7L Power Stroke V8 Turbo Diesel B20 - 4 valve OHV. Includes manual push-button engine-exhaust braking and intelligent oil-life monitor. Includes:- 3.31 Axle Ratio- Dual Extra Heavy-Duty Alternators (Total 377-Amps)- Dual 78-AH 750 CCA Batteries	\$8,572.80 ¹
X3H ¹	Electronic-Locking w/3.31 Axle Ratio	\$366.60 ¹
X3J ¹	Electronic-Locking w/3.55 Axle Ratio	\$366.60 ¹
X3E ¹	Electronic-Locking w/3.73 Axle Ratio	\$366.60 ¹
X4M ¹	Electronic-Locking w/4.30 Axle Ratio	\$366.60 ¹
98F ¹	CNG/Propane Gaseous Engine Prep Package - Includes hardened engine intake valves, valve seats and bi-fuel manifold. NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash isrequired, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide Ford Motor Company does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the finalstage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies with U.S. Federal, California or Canadian exhaust and evaporative emission requirements, Federal fuel economy standards, U.S.and Canadian safety standards, labeling and any other requirements.	\$296.10 ¹
TCD ¹	Tires: LT265/70Rx17E OWL A/T	\$427.70 ¹
TBM ¹	Tires: LT245/75Rx17E BSW A/T	\$155.10 ¹
TDX ¹	Tires: LT275/70Rx18E BSW A/TPLUS (4)	\$155.10 ¹
TDU ¹	Tires: LT275/70Rx18E OWL A/TPLUS (4)- Includes LT275/70Rx18E BSW A/T spare tire.	\$235.00 ¹
64W ¹	Wheels: 17" Sparkle Silver PaintedCast Aluminum - Includes bright hub covers/center ornaments <i>MAY REQUIRE ADDITIONAL OPTIONS</i> ¹	NA ¹
4 ¹	Cloth 40/Mini-Console/40 Front Seat - Includes driver's side manual lumbar.Includes:- Mini-Console	\$578.10 ¹
1 ¹	Cloth 40/20/40 Split Bench Seat - Includes center armrest, cupholder, storage and driver's side manual lumbar.	\$296.10 ¹

VEHICLE:	F-250 XL 4x4 SD Crew Cab (W2B)			
DEALER:	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC
ZONE:	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
BASE PRICE:	\$27,494.31	\$27,555.31	\$27,555.31	\$27,655.31

96V ¹	XL Value Package - Includes:- 4.2" Center-Stack Screen- Radio: AM/FM Stereo/Single-CD/MP3 PlayerIncludes 6 speakers.- Bright Chrome Hub Covers & Center Ornaments- Chrome Front Bumper- Chrome Rear Step Bumper- Steering Wheel-Mounted Cruise Control	\$940.00 ¹
17S ¹	STX Appearance Package - Includes STX fender vent badge.Includes:- Bright Chrome Grille- Bright Chrome Hub Covers & Center Ornaments- Chrome Front Bumper- Chrome Rear Step Bumper- Wheels: 18" Sparkle Silver Painted Cast Aluminum- Tires: LT275/65Rx18E BSW A/S	\$1,588.60 ¹
90L ¹	Power Equipment Group - Deletes passenger-side lock cylinder. Includes upgraded door trim panel.Includes:- Accessory Delay- Manual Telescoping/Folding Trailer Tow MirrorsIncludes power/heated glass, heated convex spotter mirror and integrated clearance lamps/turnsignals.- Perimeter Alarm- Power Locks- Power Tailgate Lock- Power Front & Rear WindowsIncludes 1-touch up and down driver and passenger windows.- Remote Keyless-Entry	\$1,057.50 ¹
17X ¹	FX4 Off-Road Package - Includes:- Hill Descent Control- Colored Front & Rear Rancho Branded Shocks- Transfer Case & Fuel Tank Skid Plates- Unique FX4 Off-Road Box Decal	\$376.00 ¹
473 ¹	Snow Plow Prep Package - Includes computer selected springs for snowplow application. NOTE: Restrictions apply; seeSupplemental Reference or Body Builders Layout Book for details.	\$173.90 ¹
471 ¹	Camper Package - Includes extra heavy-service front springs (2 up upgrade above the spring computer selected as aconsequence of options chosen. Not included if maximum springs have been computer selected asstandard equipment), rear auxiliary springs and slide-in camper certification. NOTE: Salesperson'sSource Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing orcamper limits and corresponding required equipment, axle ratios and model availability.Includes:- Rear Stabilizer Bar	\$150.40 ¹
47B ¹	Snowplow/Camper Package - Includes computer selected springs for snowplow application and heavy service front springs (1 upupgrade above the spring computer selected as a consequence of options chosen. Not included ifmaximum springs have been computer selected as standard equipment) and slide-in campercertification. NOTE: Salesperson's Source Book or Ford RV Trailer Towing Guide should beconsulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. Restrictions apply; see Supplemental Reference or Body BuildersLayout Book for details.Includes:- Rear Stabilizer Bar	\$230.30 ¹
535 ¹	High-Capacity Trailer Tow Package - Includes increased GCW from 23,500 lbs. to 25,700 lbs, max front springs and upgraded axle.NOTE: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailertowing or camper limits and corresponding required equipment, axle ratios and model availability.See Supplemental Reference for vehicle height consideration. <i>MAY REQUIRE ADDITIONAL OPTIONS</i> ¹	\$1,062.20 ¹
67H ¹	Heavy-Service Front SuspensionPackage - Includes heavy-service front springs (1 up upgrade above the spring computer selected as aconsequence of options chosen. Not included if maximum springs have been computer selected asstandard equipment). Recommended only on vehicles which will permanently utilize aftermarketequipment such as heavy-duty winches, brush guards or other apparatus which loads the front axleto the specified Gross Axle Weight Rating (GAWR). NOTE: May result in deterioration of ride quality. Vehicle ride height will increase with the addition of this package.	\$117.50 ¹
41P ¹	Transfer Case & Fuel Tank SkidPlates	\$94.00 ¹
213 ¹	4x4 Electronic-Shift-On-The-Fly(ESOF) -Includes manual-locking hubs and auto rotary control on I/P.	Std ¹
41H ¹	Engine Block Heater	\$94.00 ¹

VEHICLE:	F-250 XL 4x4 SD Crew Cab (W2B)			
DEALER:	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC
ZONE:	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
BASE PRICE:	\$27,494.31	\$27,555.31	\$27,555.31	\$27,655.31

62R ¹	Transmission Power Take-Off Provision - Includes transmission mounted live drive and stationary mode PTO.	\$263.20 ¹
86A ¹	Engine Idle Shut Down - 5 Minutes	\$235.00 ¹
86B ¹	Engine Idle Shut Down - 10 Minutes	\$235.00 ¹
86C ¹	Engine Idle Shut Down - 15 Minutes	\$235.00 ¹
86D ¹	Engine Idle Shut Down - 20 Minutes	\$235.00 ¹
98R ¹	Operator Commanded Regeneration(OCR)	\$235.00 ¹
86M ¹	Medium Duty Battery - Dual 78 AH	\$197.40 ¹
18A ¹	Upfitter Interface Module	\$277.30 ¹
66B ¹	BoxLink - Includes 4 premium locking cleats.	\$70.50 ¹
60B ¹	Blind Spot Information System (BLIS) - Includes cross-traffic alert and trailer tow (BLIS sensor in taillamp). <i>MAY REQUIRE ADDITIONAL OPTIONS¹</i>	\$507.60 ¹
76Z ¹	Advanced Security Pack - Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.	NA ¹
67E ¹	Extra Extra Heavy-Duty Alternator - 240 Amp.	\$79.90 ¹
66L ¹	LED Box Lighting - Includes LED Center High-Mounted Stop Lamp (CHMSL).	\$56.40 ¹
52B ¹	Trailer Brake Controller (TBC)- Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.	\$253.80 ¹
53W ¹	5th Wheel/Gooseneck Hitch Prep Package - Available by dealer installation consult your dealer. Includes 5 pickup bed attachment points with plugs, 1 frame under-bed cross member and 1 integrated 7-pin connector on driver's side pickup bed wall. 5th wheel hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible with the factory orderable 5th Wheel Hitch Kits (15K and 15L) and dealer-installed Ford custom accessories 5th Wheel Hitch Kit by Reese -part #BC3Z-19D520-A (8ft box only). The 5th Wheel Hitch Kit (15K), 5th Wheel Hitch Kit (15L) and dealer-installed Ford custom accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A is not released to the short box (6.75ft box). NOTE: the short pickup box provides less clearance between the cab and 5th wheel trailer compared to long box pickups. The receiver centerline of the hitch should be mounted atleast 2" forward from the rear-axle of the truck chassis. When selecting a trailer and tow vehicle, it's critical that this combination provide clearance between the cab and tow vehicle for turns up to and including 90 degrees. Failure to follow this recommendation could result in the trailer contacting the cab of the tow vehicle during tight turns. Goose neck hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible only with the factory orderable Gooseneck Hitch Kit (15J), Gooseneck Dual Hitch Kit (15E) or dealer-installed Ford customer accessories Gooseneck Hitch by Reese - part #BC3Z-19F503-A (8ft box and 6.75 ft box).	\$470.00 ¹
18B ¹	Platform Running Boards	\$418.30 ¹
18C ¹	5" Chrome Tubular Step Bar	\$653.80 ¹
871 ¹	Rear View Camera	Std ¹
873 ¹	Rear CHMSL Camera - Display in center stack screen. Includes LED Center High-Mounted Stop Lamp (CHMSL) with cargo light. Includes:- Rear View Camera	\$188.00 ¹

VEHICLE:	F-250 XL 4x4 SD Crew Cab (W2B)			
DEALER:	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC
ZONE:	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
BASE PRICE:	\$27,494.31	\$27,555.31	\$27,555.31	\$27,655.31

874 ¹	Ultimate Trailer Tow Camera System - Includes 360 degree camera system and trailer reverse guidance. Includes:- Rear CHMSL Camera Display in center stack screen. Includes LED Center High-Mounted Stop Lamp (CHMSL) with cargo light.- Rear View Camera	\$667.40 ¹
592 ¹	LED Roof Marker/Clearance Lamps	\$89.30 ¹
85G ¹	Tailgate Step & Handle	\$352.50 ¹
85S ¹	Tough Bed Spray-In Bedliner - Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.	\$507.60 ¹
43B ¹	Fixed Rear-Window w/Defrost	\$56.40 ¹
43S ¹	Power-Sliding Glass w/Defrost - Includes driver/passenger sun visors with illuminated vanity covered mirrors.	\$380.70 ¹
924 ¹	Privacy Glass <i>MAY REQUIRE ADDITIONAL OPTIONS¹</i>	\$28.20 ¹
555 ¹	Rear Inflatable Seat Belts	\$173.90 ¹
43C ¹	110V/400W Outlet	\$70.50 ¹
16F ¹	Color-Coordinated Full Carpetw/Floor Mats	\$56.40 ¹
41A ¹	Rapid-Heat Supplemental Cab Heater	\$235.00 ¹
76S ¹	Remote Start System <i>MAY REQUIRE ADDITIONAL OPTIONS¹</i>	\$235.00 ¹
76R ¹	Reverse Sensing System (Fleet)	\$230.30 ¹
66S ¹	Upfitter Switches (6) - Located in overhead console.	\$155.10 ¹
58S ¹	Radio: AM/FM Stereo/Single-CD/MP3 (LPO) (Fleet) - REQUIRES Valid FIN Code. Includes aux audio input jack and 6 speakers.	\$517.00 ¹
91M ¹	SYNC Communications & Entertainment System - Includes enhanced voice recognition, 911 Assist, 4.2" LCD screen in center stack, AppLink and 1 smart-charging USB port. <i>INCLUDED IN OPTION 585¹</i>	NA ¹
913 ¹	SYNC 3 Communications & Entertainment System - Includes enhanced voice recognition, 8" LCD capacitive touch screen in center stack with swipecapability, pinch-to-zoom capability included with available voice-activated touchscreen navigationsystem, AppLink, 911 Assist and 2 smart charging USB ports. NOTE: SYNC AppLink lets you control some of your favorite compatible mobile apps with your voice. It is compatible with selectsmartphone platforms. Commands may vary by phone and AppLink software <i>MAY REQUIRE ADDITIONAL OPTIONS¹</i>	\$423.00 ¹
39S ¹	SiriusXM Radio - SiriusXM Traffic and Travel Link includes a 5-year prepaid subscription. Services are not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc. <i>MAY REQUIRE ADDITIONAL OPTIONS¹</i>	\$173.90 ¹

VEHICLE:	F-250 XL 4x4 SD Crew Cab (W2B)			
DEALER:	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC	Asheville Ford Lincoln LLC
ZONE:	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
BASE PRICE:	\$27,494.31	\$27,555.31	\$27,555.31	\$27,655.31

87T ¹	Ford Telematics Powered by Telogis - Includes 1 year of Ford Telematics Powered By Telogis service (requires additional subscription service). Onboard device that tracks vehicle location, speed and idle time with optional vehicle diagnostics and maintenance reports.	NA ¹
65B ¹	Customer-Placed Trailer Camera	NA ¹
653 ¹	Trailer TPMS/Customer-Placed Trailer Camera	NA ¹
52R ¹	Stowable Loading Ramps (Pre-Installed)- REQUIRES Second Unit Body. Custom accessory	\$653.30 ¹
85L ¹	Drop-In Bedliner (Pre-Installed) - Custom accessory	\$329.00 ¹
61M ¹	Rear Wheel Well Liners (Pre-Installed)- Custom accessory.	\$169.20 ¹
85M ¹	Bed Mat (Pre-Installed)- Custom accessory.	\$141.00 ¹
61S ¹	Front Splash Guards/Mud Flaps (Pre-Installed) - Custom accessory.	\$122.20 ¹
76C ¹	Exterior Backup Alarm (Pre-Installed)- Custom accessory.	\$131.60 ¹
15J ¹	Gooseneck Hitch Kit (Pre-Installed) - Available by dealer installation consult your dealer. Custom accessory.	NA ¹
91S ¹	LED Warning Strobes – Amber (req. 59H center High-Mounted Stop Lamp; includes center high-mounted stop light bar and two (2) hood mounted lights)	\$634.50 ¹
	Long Bed (8')	\$188.00
17F ¹	XL Decor Group (LPO)- REQUIRES Valid FIN Code. Includes:- Bright Chrome Hub Covers & Center Ornaments- Chrome Front Bumper- Chrome Rear Step Bumper	\$206.80 ¹
525 ¹	Steering Wheel-Mounted Cruise Control (LPO)- REQUIRES Valid FIN Code.	\$220.90 ¹
942 ¹	Daytime Running Lamps (DRL)(LPO)- REQUIRES Valid FIN Code. Includes on/off cluster controllable.	\$42.30 ¹
926 ¹	Speed Limitation - 65-MPH Governed Top Speed (LPO) - REQUIRES Valid FIN Code.	\$75.20 ¹
927 ¹	Speed Limitation - 75-MPH Governed Top Speed (LPO) - REQUIRES Valid FIN Code.	\$75.20 ¹
	Call your local dealer for option content as options are subject to change.	\$4,803.40

Capital Ford, Inc.

Government Sales Division

From Jennifer Romano Gov't Sales
Phone/Fax Office 919-790-4648 Fax 919-871-6917
E-Mail jromano@capitalford.com

DATE January 22nd 2019
Town of Smithfield

FINAL QUOTE

Item #9

2019 F250 4x4 Crew Cab 160" WB	\$ 30,362.00
Painted White/Cloth Interior / Delivered	included
Power group/keyless entry/Cruise Control/Rear Camera	included

Total	\$ 30,362.00
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Stock Number 78572

Remit to
jromano@capitalford.com
Capital ford of Raleigh
4900 Capital Blvd
Raleigh NC 27616

2018 NORTH CAROLINA TERM CONTRACT 070A-Vehicles-Passenger, Truck, Van, SUV, Law Enforcement
 OPTIONS LIST ITEM 9 F250 PICKUP
 BID NO. 201500915

**ITEM 9 -2019 FORD F250 PICK UP TRUCK REGULAR CAB 4X2
 142"WHEELBASE XL PACKAGE**

STANDARD ITEMS: 10000 GVWR, COLOR: WHITE, 6.2L V-8 E85 FLEX FUEL
 GAS ENGINE, TorqShift-G Six-Speed Automatic w/SelectShift® Automatic, 3.73
 ELECTRONIC LOCKING REAR AXLE, POWER EQUIPMENT GROUP-POWER
 WINDOWS/LOCKS, MIRRORS, CRUISE CONTROL, TILT STEERING WHEEL, AIR
 CONDITIONING, SPARE TIRE, AM/FM RADIO, STANDARD MIRRORS, ALL
 SEASON TIRES, HEAVY DUTY ALTERNATOR, LONG BED, 40/20/40 CLOTH
 (GRAY) SEATS, TRAILER TOW PACKAGE-TRAILER HITCH WITH 7&4 WAY
 TRAILER PLUG, REAR VIEW CAMERA

SERIES/OPTION STATE PRICING

F2A-600A \$22,483.00

CREDITS

40/20/40 VINYL SEATS

AS \$0.00

SHORT BED (6 3/4' BOX) *only available in Supercab or Crew Cab

SB -\$100.00

CAB CONFIGURATION

4X4-includes Electronic Shift on the Fly system

B \$3,384.00

CREW CAB (4 DOOR)

W \$4,495.00

Total for pickup & options

1.18.2019 \$30,262.00

Town of Smithfield

Barbara Barefoot

919.934.2596bp barbara.barefoot@smithfield-nc.com

Barbara Barefoot

From: Jeff Hill <jhill@deaconjonesautogroup.com>
Sent: Tuesday, January 22, 2019 2:55 PM
To: Barbara Barefoot
Subject: RE: 2019 Ford F-250 Reg. Cab

Ms. Barbara, I looked at the Sheriffs Association quote which was 27655.31 did not include pwr equipment pkg which was 1057.00 = 28703.31 total. This was thru Asheville Ford. The std. NC municipal quote which I can piggyback is 29381.00 on the same truck. 677.69 difference. This order would have to be placed prior to 1/31/19 or the Government price concession drops another 800.00. By 1/31/19 bid price would be 29381.00, after 1/31/19 would be 30181.00. Thank you for the opportunity to help you.

Jeff Hill
Deacon Jones Ford Lincoln
Goldsboro, N.C.
Sales/Fleet Manager
919-736-3387 office
800-948-5857 toll free
919-222-0090 cell



Request for City Council Action

**Consent
Agenda
Item:** **Police
Department
Consent
Agenda**
Date: 02/05/2019

Subject: Purchase (6) Patrol Vehicles
Department: Police Department
Presented by: Chief R.K. Powell
Presentation: Consent Agenda

Issue Statement

The police department was budgeted \$168,600 for the purchase and preparation of six (6) Dodge Chargers. The police department solicited quotes from Deacon Jones, Bleecker and Performance Automotive Group. All three submitted bids and the quotes are attached.

- Performance Automotive: \$133,391 (6) Vehicles (State Contract)
- Deacon Jones: \$132,990 (6) Vehicles
- Bleecker: \$138,343 (6) Vehicles

Financial Impact

The purchase of these vehicles and preparation for the road will be covered by the current budget.

Action Needed

It is requested the Town Council approve the low quote from Deacon Jones and approve the purchase of 6 (6) Dodge Chargers for the police department. The recommended quote is within the budgeted amount for this purchase.

Recommendation

The police department be allowed to purchase the six (6) Dodge Chargers from the low quote at Deacon Jones.

Approved: Town Manager Town Attorney

Attachments:

1. Bid Tabulations

Smithfield Police Department 2019 Bid Sheet Specifications

Standard Features for 2019 Dodge Charger Pursuit DETECTIVE VEHICLES	Code	Included in Quote
2019 Dodge Charger Pursuit Police Rated Sedan (Rear Wheel Drive)	LDE48	√
5.7L Hemi V-8 MDS VVT Engine	EZH	√
5 SPD auto W5A 580 Transmlsson		√
5.0" Touch Screen Display		√
800 Amp Maintenance Free Battery		√
Electric Power Steering		√
Engine Oil Cooler		√
Heavy Duty Suspension		√
High Speed Engine Controller		√
Integrated Voice Command with Blue Tooth		√
Keyless Go		√
Load Leveling and Height Control		√
Police ABS 4 Wheel HD Disc Brakes		√
Power 6-Way Driver Seat		√
Severe Duty Engine Cooling		√
Customer Preferred Package	29A	√
Heavy Duty Black Vinyl Floor	CKJ	√
18" Wheel Covers	W8A	√
HD Cloth Front Bucket and Cloth Rear Bench Seats (BLACK IN COLOR)	*G8/X9	√

Smithfield Police Department 2019 Bid Sheet Specifications

Street Appearance Group	AEB	✓	
2 Standard Key Fobs		✓	
Front Reading Map/Lights	UBG	✓	
Spotlight does not come standard on street appearance package. NO SPOTLIGHT ON DETECTIVE VEHICLES.		✓	
DELETE Full Size Spare Tire	TBF	✓	
1 Vehicle Color is Midnight Blue Pearl Coat	PBB/APA	✓	
1 Vehicle Color is Octane Red Pearl Coat	PRV	✓	
1 Vehicle Color is Granite Pearl Coat	PAU	✓	

Total Price For All Three Vehicles	\$ Click here to enter amount. 66,600
Taxes	\$ Click here to enter amount. 0

Total Quote Price for Three Vehicles	\$ Click here to enter amount. 66,600
---	---

Business Name / Dealership: Click here to enter text. DEACON JONES

Business Address: Click here to enter text. 115 N BRIGATLEAF BLVD. SMITHFIELD, NC

Business Phone: Click here to enter text. (919) 934-8101 EXT. 662

Authorized Representative: Click here to enter text. ROGER WOOD (Print Name) Date: (Publish Date) 1-16-19

Signature of Authorized Representative: Roger Wood

Smithfield Police Department 2019 Bid Sheet Specifications

Standard Features for 2019 Dodge Charger Pursuit PATROL VEHICLES	Code	Included in Quote
2019 Dodge Charger Pursuit Police Rated Sedan(Rear Wheel Drive)	LDDE48	√
5.7L Hemi V-8 MDS VVT Engine	EZH	√
5 SPD auto W5A 580 Transmission		√
5.0" Touch Screen Display		√
800 Amp Maintenance Free Battery		√
Electric Power Steering		√
Engine Oil Cooler		√
Heavy Duty Suspension		√
High Speed Engine Controller		√
Integrated Voice Command with Blue Tooth		√
Keyless Go		√
Load Leveling and Height Control		√
Police ABS 4 Wheel HD Disc Brakes		√
Power 6-Way Driver Seat		√
Severe Duty Engine Cooling		√
Customer Preferred Package	29A	√
Heavy Duty Black Vinyl Floor	CKJ	√
18" Wheel Covers	W8A	√
HD Cloth Front Bucket and Vinyl Rear Bench Seats	X5/X9	√

Smithfield Police Department 2019 Bid Sheet Specifications

N/A	N/A	N/A
2 Standard Key Fobs		✓
Front Reading Map/Lights	LBG	✓
Driver Side Incandescent Spotlight	LNF	✓
DELETE Full Size Spare Tire	TBF	✓
1 Vehicle Color Is White Knuckle Clear Coat	PW7/APA	✓
1 Vehicle Color is White Knuckle Clear Coat	PW7/APA	✓
1 Vehicle Color is White Knuckle Clear Coat	PW7/APA	✓

Total Price For All Three Vehicles	\$ Click here to enter amount. 66,390
Taxes	\$ Click here to enter amount. 0

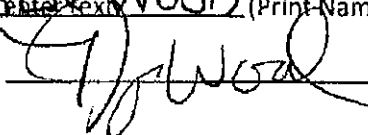
Total Quote Price for Three Vehicles	\$ Click here to enter amount. 66,390
---	---

Business Name / Dealership: Click here to enter text **DEACON JONES**

Business Address: Click here to enter text **115N BRIGHTLEAF BLVD SMITHFIELD, NC**

Business Phone: Click here to enter text **(919) 934-8101 EXT. 662**

Authorized Representative: Click here to enter text **ROGER WOOD** (Print Name) Date: **1-16-19**

Signature of Authorized Representative: 

Smithfield Police Department 2019 Bid Sheet Specifications

Standard Features for 2019 Dodge Charger Pursuit	Code	Included in Quote
DETECTIVE VEHICLES		
2019 Dodge Charger Pursuit Police Rated Sedan (Rear Wheel Drive)	LDDE48	√
5.7L Hemi V-8 MDS VVT Engine	EZH	√
5 SPD auto W5A 580 Transmission		√
5.0" Touch Screen Display		√
800 Amp Maintenance Free Battery		√
Electric Power Steering		√
Engine Oil Cooler		√
Heavy Duty Suspension		√
High Speed Engine Controller		√
Integrated Voice Command with Blue Tooth		√
Keyless Go		√
Load Leveling and Height Control		√
Police ABS 4 Wheel HD Disc Brakes		√
Power 6-Way Driver Seat		√
Severe Duty Engine Cooling		√
Customer Preferred Package	29A	√
Heavy Duty Black Vinyl Floor	CKJ	√
18" Wheel Covers	W8A	√
HD Cloth Front Bucket and Cloth Rear Bench Seats (BLACK IN COLOR)	*C8/X9	√

Smithfield Police Department 2019 Bid Sheet Specifications

Street Appearance Group	AEB	✓
2 Standard Key Fobs		✓
Front Reading Map/Lights	LBG	✓
Spotlight does not come standard on street appearance package. NO SPOTLIGHT ON DETECTIVE VEHICLES.		✓
DELETE Full Size Spare Tire	TBF	✓
1 Vehicle Color is Midnight Blue Pearl Coat	PB8/APA	✓
1 Vehicle Color is Octane Red Pearl Coat	PRV	✓
1 Vehicle Color is Granite Pearl Coat	PAU	✓

Total Price For All Three Vehicles	\$ 66,796.00
Taxes	\$0.00 Taxes Paid directly by agency

Total Quote Price for Three Vehicles	\$66,796.00
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Business Name / Dealership: PERFORMANCE AUTOMOTIVE GROUP, INC., dba Performance Chrysler

Business Address: 605 Warsaw Road Clinton, North Carolina 28328

Business Phone: 910-592-5337

Authorized Representative: Gene Daniel (Print Name) Date: 1/23/2019

Signature of Authorized Representative: 

Smithfield Police Department 2019 Bid Sheet Specifications

Standard Features for 2019 Dodge Charger Pursuit PATROL VEHICLES	Code	Included in Quote
2019 Dodge Charger Pursuit Police Rated Sedan(Rear Wheel Drive)	LDDE48	√
5.7L Hemi V-8 MDS VVT Engine	EZH	√
5 SPD auto W5A 580 Transmission		√
5.0" Touch Screen Display		√
800 Amp Maintenance Free Battery		√
Electric Power Steering		√
Engine Oil Cooler		√
Heavy Duty Suspension		√
High Speed Engine Controller		√
Integrated Voice Command with Blue Tooth		√
Keyless Go		√
Load Leveling and Height Control		√
Police ABS 4 Wheel HD Disc Brakes		√
Power 6-Way Driver Seat		√
Severe Duty Engine Cooling		√
Customer Preferred Package	29A	√
Heavy Duty Black Vinyl Floor	CKJ	√
18" Wheel Covers	W8A	√
HD Cloth Front Bucket and Vinyl Rear Bench Seats	X5/X9	√

Smithfield Police Department 2019 Bid Sheet Specifications

N/A	N/A	N/A
2 Standard Key Fobs		✓
Front Reading Map/Lights	LBG	✓
Driver Side Incandescent Spotlight	LNF	✓
DELETE Full Size Spare Tire	TBF	✓
1 Vehicle Color is White Knuckle Clear Coat	PW7/APA	✓
1 Vehicle Color is White Knuckle Clear Coat	PW7/APA	✓
1 Vehicle Color is White Knuckle Clear Coat	PW7/APA	✓

Total Price For All Three Vehicles	\$ 66,595.00
Taxes	\$0.00 Taxes paid directly by agency

Total Quote Price for Three Vehicles	\$66,595.00
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Business Name / Dealership: PERFORMANCE AUTOMOTIVE GROUP, INC. dba Performance Chrysler

Business Address: 605 Warsaw Road, Clinton North Carolina 28328

Business Phone: 910-592-5337

Authorized Representative: Gene Daniel (Print Name) Date: 1/23/2019

Signature of Authorized Representative: 

Smithfield Police Department 2019 Bid Sheet Specifications

Standard Features for 2019 Dodge Charger Pursuit	Code	Included in Quote
DETECTIVE VEHICLES		
2019 Dodge Charger Pursuit Police Rated Sedan (Rear Wheel Drive)	LDDE48	✓
5.7L Hemi V-8 MDS VVT Engine	EZH	✓
5 SPD auto W5A S80 Transmission		✓
5.0" Touch Screen Display		✓
800 Amp Maintenance Free Battery		✓
Electric Power Steering		✓
Engine Oil Cooler		✓
Heavy Duty Suspension		✓
High Speed Engine Controller		✓
Integrated Voice Command with Blue Tooth		✓
Keyless Go		✓
Load Leveling and Height Control		✓
Police ABS 4 Wheel HD Disc Brakes		✓
Power 6-Way Driver Seat		✓
Severe Duty Engine Cooling		✓
Customer Preferred Package	29A	✓
Heavy Duty Black Vinyl Floor	CKJ	✓
18" Wheel Covers	W8A	✓
HD Cloth Front Bucket and Cloth Rear Bench Seats (BLACK IN COLOR)	*CR/X9	✓

Smithfield Police Department 2019 Bid Sheet Specifications

Street Appearance Group	AEB	✓
2 Standard Key Fobs		✓
Front Reading Map/Lights	LBG	✓
Spotlight does not come standard on street appearance package. NO SPOTLIGHT ON DETECTIVE VEHICLES.		✓
DELETE Full Size Spare Tire	TBF	✓
1 Vehicle Color is Midnight Blue Pearl Coat	PB8/APA	✓
1 Vehicle Color is Octane Red Pearl Coat	PRV	✓
1 Vehicle Color is Granite Pearl Coat	PAU	✓

Total Price For All Three Vehicles	\$ 66,946
Taxes	\$2008.38

Total Quote Price for Three Vehicles	\$68954.36
---	-------------------

Business Name / Dealership: Blecker Chrysler Dodge Jeep Ram

Business Address: 1110 E Cumberland St, Dunn, NC 28334

Business Phone: (910) 892-1800

Authorized Representative: Ed Welch (Print Name)

Date: (Publish Date) 1/25/19

Signature of Authorized Representative: 

Smithfield Police Department 2019 Bid Sheet Specifications

Standard Features for 2019 Dodge Charger Pursuit	Code	Included in Quote
PATROL VEHICLES		
2019 Dodge Charger Pursuit Police Rated Sedan(Rear Wheel Drive)	LD0E4B	✓
5.7L Hemi V-8 MDS VVT Engine	EZH	✓
5 SPD auto W5A 580 Transmission		✓
5.0" Touch Screen Display		✓
800 Amp Maintenance-Free Battery		✓
Electric Power Steering		✓
Engine Oil Cooler		✓
Heavy Duty Suspension		✓
High Speed Engine Controller		✓
Integrated Voice Command with Blue Tooth		✓
Keyless Go		✓
Load Leveling and Height Control		✓
Police ABS 4 Wheel HD Disc Brakes		✓
Power 6-Way Driver Seat		✓
Severe Duty Engine Cooling		✓
Customer Preferred Package	29A	✓
Heavy Duty Black Vinyl Floor	GKJ	✓
18" Wheel Covers	W8A	✓
HD Cloth Front Bucket and Vinyl Rear Bench Seats	X5/X9	✓

Smithfield Police Department 2019 Bid Sheet Specifications

N/A	N/A	N/A
2 Standard Key Fobs		✓
Front Reading Map/Lights	LBG	✓
Driver Side Incandescent Spotlight	LNF	✓
DELETE Full Size Spare Tire	TBF	✓
1 Vehicle Color Is White Knuckle Clear Coat	PW7/APA	✓
1 Vehicle Color Is White Knuckle Clear Coat	PW7/APA	✓
1 Vehicle Color Is White Knuckle Clear Coat	PW7/APA	✓

Total Price For All Three Vehicles	\$ 67,368.00
Taxes	\$2,021.04

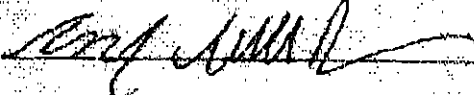
Total Quote Price for Three Vehicles	\$69,389.04
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Business Name / Dealership: Blaecker Chrysler Dodge Jeep Ram

Business Address: 1110 E Cumberland St, Dunn, NC 28334

Business Phone: (910) 892-1800

Authorized Representative: Ed Welch (Print Name) Date: (Publish Date) 11-25-19

Signature of Authorized Representative: 



Staff Report

**Consent
Agenda
Item:** **New
Hire /
Vacancy
Report**

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.

In addition, please find the following current vacancies:

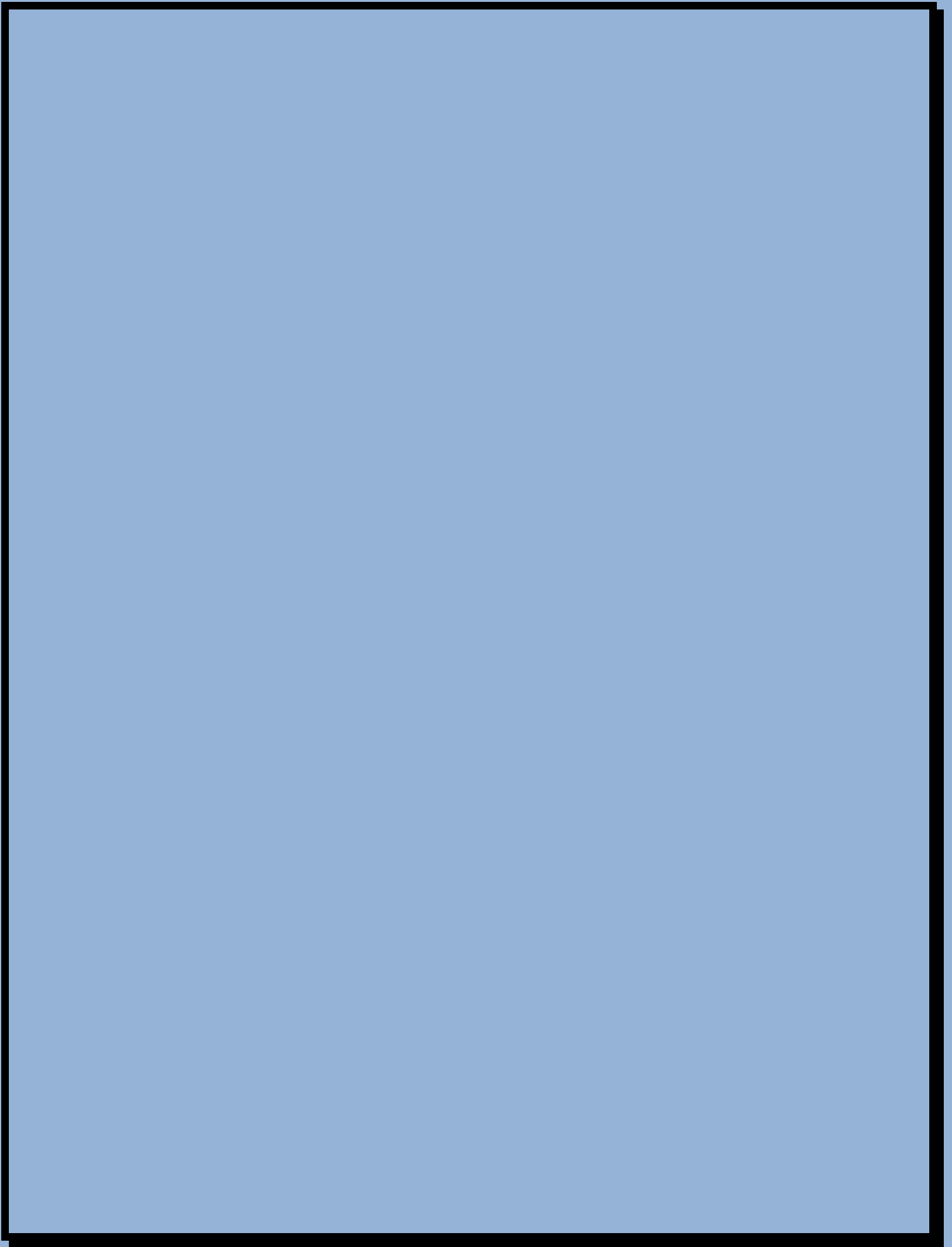
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Police Officer I	Police	10-20-5100-5100-0200
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 17-18 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Police Officer I	Police	10-20-5100-5100-0200	\$16.05/hr. (\$35,887.80/yr.)
Police Officer I	Police	10-20-5100-5100-0200	\$16.05/hr. (\$35,887.80/yr.)
Police Officer I	Police	10-20-5100-5100-0200	\$16.05/hr. (\$35,887.80/yr.)
P/T Lifeguard	P&R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Staff	P&R – Aquatics	10-60-6220-5100-0210	\$8.00/hr.
P/T Staff	P&R – Aquatics	10-60-6220-5100-0210	\$8.50/hr.
P/T Staff	P&R – Aquatics	10-60-6220-5100-0210	\$8.50/hr.
P/T Staff	P&R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200	\$12.83/hr. (\$26,686.40/yr.)

Business Items





Request for Town Council Action

Business **Resolution**
Agenda **to Vacate**
Item: **Street**
Date: 02/05/2019

Subject: Resolution to Vacate Unopened Street
Department: General Government
Presented by: Town Attorney – Bob Spence & Town Manager - Michael Scott
Presentation: Business

Issue Statement

The Town Attorney has recommended we vacate the unopened portion of Meadowbrook Lane back to the existing, adjoining property owners of that area.

Financial Impact

None

Action Needed

Approve Resolution #635 (02-2019) to vacate unopened portion of Meadowbrook lane.

Recommendation

Approve attached resolution.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Statute 160A-299
3. Exhibit A & B
4. Resolution #635 (02-2019)



Staff Report

**Business Resolution
Agenda to Vacate
Item: Street**

The Town Attorney and Town Administration have received requests for the Town to withdraw its dedication of Meadowbrook Drive between Vermont and First Streets and along Meadowbrook Branch and have this revert back to the current, adjacent property owners. It does not appear the Town will develop plans in the future to expand **Meadowbrook Drive into this area. Therefore, it seems reasonable to withdraw the Town's** dedication, while maintaining the necessary right of way to clean and maintain Meadowbrook Creek as needed in the future. Approving a resolution to close this portion of the unopened street is the first step in this process. Statutory information regarding the requirements to close a street are attached to this action form for additional review.

§ 160A-299. Procedure for permanently closing streets and alleys.

(a) When a city proposes to permanently close any street or public alley, the council shall first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. The resolution shall be published once a week for four successive weeks prior to the hearing, a copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along the street or alley. If the street or alley is *under the authority and control of the Department of Transportation*, a copy of the resolution shall be mailed to the Department of Transportation. At the hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the council may adopt an order closing the street or alley. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.

(b) Any person aggrieved by the closing of any street or alley including the Department of Transportation if the street or alley is under its authority and control, may appeal the council's order to the General Court of Justice within 30 days after its adoption. In appeals of streets closed under this section, all facts and issues shall be heard and decided by a judge sitting without a jury. In addition to determining whether procedural requirements were complied with, the court shall determine whether, on the record as presented to the city council, the council's decision to close the street was in accordance with the statutory standards of subsection (a) of this section and any other applicable requirements of local law or ordinance.

No cause of action or defense founded upon the invalidity of any proceedings taken in closing any street or alley may be asserted, nor shall the validity of the order be open to question in any court upon any ground whatever, except in an action or proceeding begun within 30 days after the order is adopted. The failure to send notice by registered or certified mail shall not invalidate any ordinance adopted prior to January 1, 1989.

(c) Upon the closing of a street or alley in accordance with this section, subject to the provisions of subsection (f) of this section, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley.

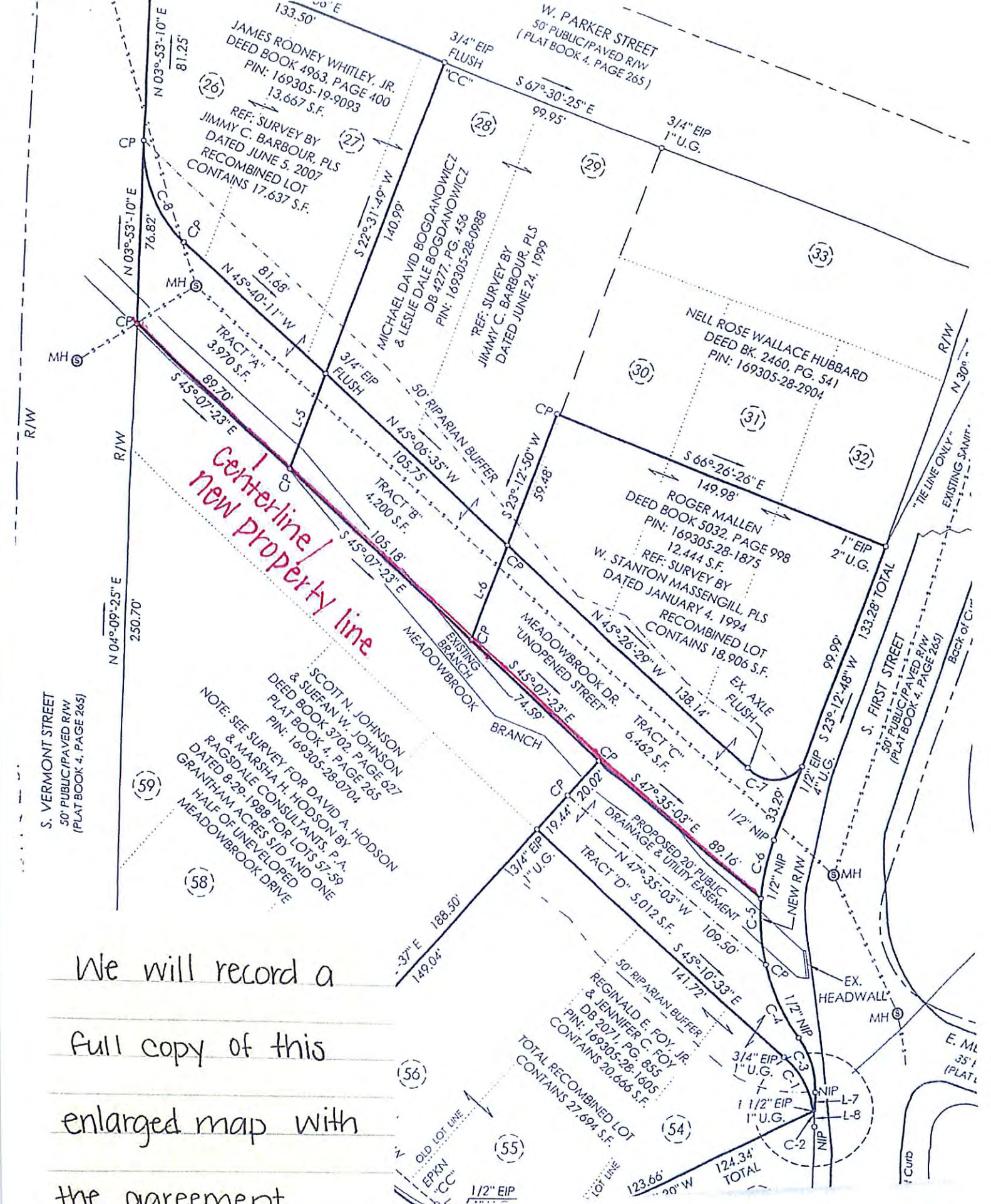
The provisions of this subsection regarding division of right-of-way in street or alley closings may be altered as to a particular street or alley closing by the assent of all property owners taking title to a closed street or alley by the filing of a plat which shows the street or alley closing and the portion of the closed street or alley to be taken by each such owner. The plat shall be signed by each property owner who, under this section, has an ownership right in the closed street or alley.

(d) This section shall apply to any street or public alley within a city or its extraterritorial jurisdiction that has been irrevocably dedicated to the public, without regard to whether it has actually been opened. This section also applies to unopened streets or public alleys that are shown on plats but that have not been accepted or maintained by the city, provided that this section shall not abrogate the rights of a dedicator, or those claiming under a dedicator, pursuant to G.S. 136-96.

(e) No street or alley under the control of the Department of Transportation may be closed unless the Department of Transportation consents thereto.

(f) A city may reserve a right, title, and interest in any improvements or easements within a street closed pursuant to this section. An easement under this subsection shall include utility, drainage, pedestrian, landscaping, conservation, or other easements considered by the city to be in the public interest. The reservation of an easement under this subsection shall be stated in the order of closing. The reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city.

(g) The city may retain utility easements, both public and private, in cases of streets withdrawn under G.S. 136-96. To retain such easements, the city council shall, after public hearing, approve a "declaration of retention of utility easements" specifically describing such easements. Notice by certified or registered mail shall be provided to the party withdrawing the street from dedication under G.S. 136-96 at least five days prior to the hearing. The declaration must be passed prior to filing of any plat or map or declaration of withdrawal with the register of deeds. Any property owner filing such plats, maps, or declarations shall include the city declaration with the declaration of withdrawal and shall show the utilities retained on any map or plat showing the withdrawal. (1971, c. 698, s. 1; 1973, c. 426, s. 47; c. 507, s. 5; 1977, c. 464, s. 34, 1981, c. 401; c. 402, ss. 1, 2; 1989, c. 254; 1993, c. 149, s. 1; 2015-103, s. 1.)



**Centerline
new property line**

We will record a full copy of this enlarged map with the agreement.

EXHIBIT A



*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.



Scale: 1:966 - 1 in. = 80.49 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)



Johnston County GIS
November 27, 2018

EXHIBIT B

**Town of Smithfield
Resolution 635 (02-2019)
of Intent to Close A Portion
Of Unopened Street on Meadowbrook Drive in Smithfield, North Carolina**

A RESOLUTION DECLARING THE INTENT OF THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD TO CONSIDER THE CLOSING OF MEADOWBROOK DRIVE BETWEEN VERMONT STREET AND FIRST STREET AND ALONG MEADOWBROOK BRANCH

WHEREAS, GS 160A-299 authorizes the Town Council to close streets and public alleys; and

WHEREAS, the Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of Meadowbrook Drive between Vermont Street and First Street and along Meadowbrook Branch; and

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

1. A meeting will be held at 7:00 pm on the 5th day of March, 2019 in the Council Chambers of the Town Hall to consider a resolution closing that portion of Meadowbrook Drive between Vermont Street and First Street and along Meadowbrook Branch.
2. The Town Clerk is hereby directed to publish this Resolution of Intent once a week for four for four successive weeks in the News and Observer Zone Edition or other newspaper of general circulation in the area.
3. The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.
4. The Town Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by GS 160A-299.

Upon motion duly made by Councilman _____, and duly seconded by Councilman _____, the above resolution was duly adopted by the Town Council at a meeting held on the 5th day of February, 2019 in the Town Hall

Upon call for a vote, the following Councilmembers voted in the affirmative:

_____	_____
_____	_____
_____	_____
_____	_____

and the following Councilmembers voted in the negative:

_____	_____
_____	_____
_____	_____
_____	_____

This the 5th day of February, 2019 at _____ o'clock p.m.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

(Seal)



Request for Town Council Action

Business **Contract**
Agenda **for**
Item: **Services**
Date: 02/05/2019

Subject: Wayfinding Phase II Contract
Department: Planning Department
Presented by: Tim Kerigan, Economic Development Liaison
Presentation: Business Item

Issue Statement

To approve the phase II contract for services with ACSM to provide fabrication and installation of the remaining signs of the Wayfinding Sign System Plan and to approve the use of 2% Tourism monies to fund the contract.

Financial Impact

The project will be paid for by spending \$58,919 of the Town's 2% Tourism monies and by remaining phase I grant monies.

Action Needed

To make a decision whether to approve or deny the phase II Wayfinding sign fabrication and installation contract **and the use of the Town's 2% Tourism monies to pay for the contract.**

Recommendation

Staff, the DSDC and Johnston County Visitor's Bureau recommends approval of the contract and the use of the 2% Tourism monies to pay for the contract.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. ACSM Phase II Contract
3. Phase I and II Budget
4. Wayfinding Sign System Sign Types



Staff Report

**Business Contract
Agenda for
Item: Services**

Phase I Wayfinding:

In January, the Town Council approved a \$182,270 contract to have ACSM fabricate and install the phase I of the wayfinding sign system plan consisting of:

- (2) G1 Monumental Gateway signs
- (2) G4 Downtown Post and Panel Gateway signs
- (6) T-2 Small Trailblazer signs
- (30) T-1 Large Trailblazer signs

The Town has already budgeted \$203,631 for the wayfinding project thus far made up of funds from a \$99,631 USDA grant and local contributions of \$ 75,000 (2% Tax) and \$29,375 from the Downtown Smithfield Development Corporation (DSDC). The remaining \$21,736 was reserved to pay for a site survey, and lighting.

Phase II Wayfinding:

From the budgeted \$203,631 there remains a balance of \$16,861 that can be allocated towards phase II. Additional funds are needed to fabricate and install the rest of the wayfinding plan signs. The Phase II contract in the amount of \$67,780, if approved, will include the fabrication and installation of:

- (2) G1 Monumental Gateway signs
- (10) T-1 Large Trailblazer signs
- (4) P Parking Signs for downtown

In addition to the contractual obligation, phase II will require roughly \$4,500.00 to be budgeted for an additional survey for an easement and lighting. The phase II budget includes a \$3,500 contingency to cover any additional costs associated with the site work or costs associated with assisting with final placement of signs in the public right-of-way to address MUTCD regulations. The total amount of 2% tourism monies needed to complete the phase II project is: \$58,919.

Phase II Wayfinding:

The wayfinding committee has been considering the need for a phase III project which would include additional gateway signs to be located at the town limits near Highway 210, Outlet Center Drive near Selma, and out near Buffalo Road and US 70 Highway West. If the project is considered, it would likely consist of (3) G1 – Monumental Gateway Signs at a cost of 12,050 each, plus costs for lighting, landscaping, and surveying if on private property. It would also likely take some time for staff to get approval of the sites for the signs if on private property.

Note: An alternative to would be to use the G2 Post and Panel Gateway signs with a unit cost of \$7,285 each. These could be added to the Phase 2 project or can be a Phase 3, as they would be located in the public right-of-way and installed without delay.

Recommendation:

Staff, the DSDC and Johnston County Tourism Bureau recommend approval of the ACSM phase II contract in the amount of \$67,780 and allocation of \$58,919 of 2% Tourism monies to pay for the contract and other project costs.

January 24, 2019

NORTH CAROLINA

JOHNSTON COUNTY

CONTRACT FOR SIGN FABRICATION AND INSTALLATION

THIS AGREEMENT made and entered into this ___ day of February, 2019, by and between The Town of Smithfield, North Carolina, hereby referred to as "Town"; and ACSM, Inc., 2525 Distribution St., Charlotte, NC 28203 of Mecklenburg County, North Carolina, hereinafter referred to as "ACSM".

WITNESSETH:

THAT, WHEREAS, ACSM is in the business of designing and manufacturing signage; and,

WHEREAS, Town desires to employ the services of ACSM to fabricate and install from existing designs approved by Town and NCDOT:

- 2-G1 signs
- 10-T-1 signs
- 4-P signs

WHEREAS, ACSM has agreed to perform such services under the terms of this contract.

NOW, THEREFORE, the parties do hereby agree as follows:

1. ACSM agrees to fabricate and install a total of 16 signs in accordance with the design and specifications referred to above. The Town reserves the right to amend the number of signs and sign types to be fabricated and installed with the written approval of ACSM provided the total project cost does not exceed \$67,780.00 based on the total of the unit prices for the signs the town has chosen.
2. The work to be performed by ACSM will be completed, including installation, within a timely manner along with reasonable NCDOT approval and issue of all encroachment agreements. Project will be completed by October 1, 2019.

3. All unit prices are attached on Appendix A which is incorporated herein. The contract shall be payable as follows:

First draw to begin due February 15th	\$22,593.00
Second draw due March 29th	\$22,593.00
Final draw at completion of project	\$22,593.00
<u>Any and all additional charges will be billed separately, but after the work or change to this contract is authorized by the Town.</u>	

4. Signs will be constructed and installed in a workmanlike manner and in accordance with NCDOT requirements.
5. The Signs and its installation shall be warranted as to material and workmanship by ACSM for a period of 1 year following completion of the terms of this agreement and acceptance by Town of Smithfield.
6. Should ACSM fail to timely perform any phase or provision of this Agreement in accordance with the terms and conditions hereof, or if Town shall be dissatisfied with the professional services rendered by ACSM to Town, then Town shall notify ACSM of such failure or dissatisfaction and ACSM shall thereupon correct such failure within thirty (30) days of providing such notice. Should ACSM fail to correct such failure in accordance with this Paragraph, then Town may terminate this Agreement and recover back from ACSM any portion of the contract price paid but not fully earned by ACSM as of the date of such termination. All work product completed and paid for by Town as of the date of termination shall be the sole property of Town. Notice under this Paragraph shall be deemed completed upon mailing the same to ACSM at their address stated above.

This Agreement executed in duplicate originals, the day and year first above written.

ACSM, Inc.

Town of Smithfield

By: _____

By: _____

Glen Nocik, President

Date: ____ February, 2019

Appendix A
Unit Prices per Sign Type

Sign Type	Unit Price Per Design and Spec
G1-MONUMENTAL GATEWAY SIGN	
Minor site work cost	\$ 500.00
Concrete base cost	\$ 450.00

Fabrication cost	\$ 7,200.00
Installation cost	\$ 3,900.00
Total Cost (per unit)	\$ 12,050.00

Sign Type	Unit Price Per Design and Spec
G4- DOWNTOWN POST AND PANEL GATEWAY SIGN	
Concrete footing cost	\$ 225.00 w/o breakaway bolts - \$1,200 w breakaway bolts
Fabrication cost	\$ 1,735.00
Installation cost	\$ 175.00
Total Cost (per unit)	\$ 1,935.00 - \$3,110.00

Sign Type	Unit Price Per Design and Spec
T1: LARGE TRAILBLAZER SIGN	
Concrete footing cost	\$ 1,150.00 (with breakaway bolts)
Fabrication cost	\$ 2,925.00
Installation cost	\$ 175.00
Total Cost (per unit)	\$ 4,250.00
P: PARKING	The parking signs will be \$295 each.

Sign Type	Unit Price Per Design and Spec
T2: SMALL TRAILBLAZER SIGN	
Concrete footing cost	\$ 1,150.00 (with breakaway bolts)
Fabrication cost	\$ 2,750.00
Installation cost	\$ 175.00
Total Cost (per unit)	\$ 4,075.00

Additional Costs:

- Assisting with final (exact) placement of G4, T1 and T2 signs in the public right-of-way with regard to Manual on Uniform Traffic Control Devices MUTCD regulations.
 + or - \$3,500 (it's difficult to give accurate cost without knowing quantity of signs)
- Assisting with site preparation for the installation of G1 signs, such as leveling the grade, providing additional fill material, and removal of existing older gateway signs, or providing lighting or electrical work.
 we cannot give pricing without a field visit

AMENDMENT TO BOILER PLATE CONTRACT
(350 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT (“Amendment”) is made as of February ___, 2019, by and among ACSM, Inc. (“ACSM”), and the Town of Smithfield (“Town”).

RECITALS:

- A. ASCM desires to enter into a Contract with Town according to a form supplied, a boiler plate contract, by ASCM and used in its normal business, which agreement is hereinafter referenced as the Contract and dated approximately simultaneously with this Amendment.
- B. It is efficient for Town to enter small contracts such as this on forms supplied by ASCM so as to avoid the time and expense of more formally drafted contracts but Town desires to preserve for itself certain basic contractual provisions in all contracts.
- C. The Parties hereto have therefore agreed to the following Amendment to Contract to add said provisions and to specify some foreseeable damages so it is clear the importance to the Town that the work (hereinafter, the “Work”) to be performed by ACSM will be fully and absolutely completed, including installation, within a timely manner along with reasonable NCDOT approval and issue of all encroachment agreements by October 1, 2019.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties amend the Contract signed approximately simultaneously herewith and attached hereto by inserting the following provisions which shall be additional provisions of the Contract and shall control over any other provisions of the Contract that might appear contradictory hereto or appear to create ambiguities when read with the provisions agreed to herein.

1. Foreseeable Damages. The Parties acknowledge that time is of the essence of this contract in that the Town must have the project totally completed on a defined “Work Completion Date” defined as October 1, 2019 which date may be extended by USDA. ASCM can begin to fabricate the signs but could later have delays if the Town does not receive locations approved by NCDOT so ASCM knows the specific info to be added to each particular sign after fabrication. Both parties hereto are dependent on NCDOT for those timely location approvals and receipt of the approvals is a condition precedent ASCM completing the signs. ASCM can produce the signs by the Work Completion Date if it has received all the approvals on or before June 15, 2019. Therefore, ASCM shall commence the Work to be performed under this Contract, the fabrication of the signs, on the “Work Commencement Date” being February 1, 2018 and complete the Work by September 1, 2019 to allow time for review and approval of the Grant provided it has approvals by June 15, 2019. Town will make a good faith effort to obtain all the NCDOT approvals by June 15, 2019.

The failure of ASCM to complete the Project in a timely manner could cost the Town the USDA Grant Funds if USDA refuses an extension. To avoid loss of the grant upon request by ASCM the Town will make reasonable requests for extensions.

- a. If the ASCM is delayed at any time in the progress of its work by any act or negligence of the Town, its employees or by changes ordered in the work; by grossly abnormal weather conditions; by other causes deemed justifiable by Town, then the contract time may be reasonably extended in a written order from the Town upon written request from the ASCM within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the

Town do not entitle ASCM to any extension of the liquidated damage deadline. The parties understand that the nature of this Contract is such that justifiable reasons to delay are not in the immediate expectations of the parties as the signs may be constructed off site and easily installed in a short time at the sites unless the cause is a delay in the Work Commencement Date.

2. Miscellaneous:

- a. Clause Control. Due to the volume of vender and independent ASCM agreements submitted to the Town of Smithfield that would be too time consuming to redraft, this miscellaneous paragraph (subparagraphs a-n) is being inserted in Town Contracts and the provisions of this miscellaneous paragraph will control over all other provisions of the contract.
- b. Merger and Modification. This instrument constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. All negotiations, correspondence and memorandums passed between the parties hereto are merged herein and this agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.
- c. Waiver. No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.
- d. Caption and Words. The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this instrument. All words and phrases in this instrument shall be construed to include the singular and plural number, and the masculine, feminine or neuter gender, as the context requires.
- e. Binding Effect. This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- f. North Carolina Law. This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.
- g. Forum Selection. In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.
- h. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortuous conduct (including negligence) or any other legal theory.
- i. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- j. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- k. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- l. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If,

moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.

- m. Contract Termination. The Town may terminate this contract without cause on 10 days' notice.
- n. Pre-Audit Certification. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.

Greg Siler, Town Budget Officer

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the day and year first above written.

Town:

By: _____
Town Manager

ASCM,
a North Carolina corporation

By: _____

Business Name: _____

Gateway Sign System Budget - Phase I

Quantity	Item	Unit Cost	Extended Cost	
2	G1	\$ 12,050.00	\$ 24,100.00	
2	G4	\$ 3,110.00	\$ 6,220.00	
6	T2	\$ 4,075.00	\$ 24,450.00	ACSM Contract 1
30	T1	\$ 4,250.00	\$ 127,500.00	\$ 182,270.00
1	Survey	\$ 500.00	\$ 500.00	
2	Landscaping (In Appearance Committee Budget)			
2	Lighting Allowance	\$ 2,000.00	\$ 4,000.00	
Total			\$ 186,770.00	
	Budgeted Amount		\$ 203,631.00	
	Budgeted funds remaining		\$ 16,861.00	

Gateway Sign System Budget - Phase II

Quantity	Item	Unit Cost	Extended Cost	
2	G1	\$ 12,050.00	\$ 24,100.00	
10	T1	\$ 4,250.00	\$ 42,500.00	ACSM Contract 2
4	P	\$ 295.00	\$ 1,180.00	\$ 67,780.00 \$ 22,593.33
1	Survey	\$ 500.00	\$ 500.00	
2	Landscape (In Appearance Committee Budget)			
2	Lighting Allowance	\$ 2,000.00	\$ 4,000.00	
1	Contingency		\$ 3,500.00	
Total			\$ 75,780.00	
	remaining Phase I monies		\$ 16,861.00	
	2% monies needed for phase II		\$ 58,919.00	

Gateway Sign System Budget - Phase III

Quantity	Item	Unit Cost	Extended Cost	Alternate G2s
3	G1	\$ 12,050.00	\$ 36,150.00	\$ 21,855.00
3	Survey	\$ 500.00	\$ 1,500.00	
3	Landscape (In Appearance Committee Budget)			
3	Lighting Allowance	\$ 2,000.00	\$ 6,000.00	
			\$ 43,650.00	\$ 21,855.00

**SMITHFIELD
 WAYFINDING
 SIGN SYSTEM**

Smithfield, North Carolina
 WAYFINDING COLOR PALETTE

- P1** PANTONE 287 C
- P2** PANTONE 7741 C
- P3** PANTONE 292 C
- P4** C-75; M-37.5; Y-0; K-0
- P5** 3M Diamond Grade Reflective Sheeting
- P6** White
- P7** Black

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

REVISION DATE

PROJECT NO. 2012.0036
 SCALE: AS SHOWN
 PROJECT MANAGER: SH
 CHECKED BY: PB
 DRAWN BY: SH
 DATE: 06/01/2015

**SIGN PROGRAMMING:
 TRAILBLAZER "A" SIGNS**



G1: MONUMENTAL GATEWAY

G2: POST & PANEL GATEWAY

G3: DOWNTOWN MONUMENTAL GATEWAY

G4: DOWNTOWN POST & PANEL GATEWAY



T1: LARGE TRAILBLAZER

T2: SMALL TRAILBLAZER
 PT2: PARKING DIRECTIONAL

PT1: STAND-ALONE
 PARKING DIRECTIONAL



Request for Town Council Action

Business **Update on**
Agenda **Water**
Item: **Plant**
Date: 02/05/2019

Subject: Update on Water Plant Expansion
Department: Water Plant
Presented by: Ted Credle, utilities Director
Presentation: Business Item

Issue Statement

Ted Credle will provide an update on the water plant expansion.

Financial Impact

\$15,280,000.00

Action Needed

None

Recommendation

None

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Traffic Study
3. Rate Study Update



Staff Report

Business **Water**
Agenda **Plant**
Item: **Update**

On July 31, 2018, Town staff presented information to the Town Council and the Town during a round table discussion regarding the water plant expansion. Since that time Town staff has been working with our engineering design firm to consider options for the rerouting of the greenway trail, the closing of North Second Street at North Street, conduct a traffic study, investigate the construction of a buffer between the water plant and the neighborhood to the South, update the current water/sewer rate study to include the water plant expansion debt service payments and the securing of funding from a long term, low interest loan from NCDEQ.

This presentation will identify the status of all these issues and explain the Town's current status in this process.

October 25, 2018

Stephen Wensman, RLA, AICP
Town of Smithfield
350 East Market Street
Smithfield, NC 27577
P: 919.934.2116
E: stephen.wensman@smithfield-nc.com

Subject: **Traffic Assessment Letter**
North 2nd Street Closure – Smithfield, NC

Dear Mr. Wensman,

This letter provides a traffic assessment of the proposed North 2nd Street closure due to the planned Water Treatment Plant Expansion located along North 2nd Street / Hospital Road in Smithfield, NC. Refer to Figure 1 for the site location map. The existing water treatment plant, located southeast of the intersection of Hospital Road and Buffalo Road, is expected to expand its facilities to the west, which will necessitate the closure of 2nd Street to through traffic. Refer to Figure 2 for an illustration of the preliminary site plan. The purpose of this traffic assessment is to determine the potential impacts to the surrounding transportation system created by diverted traffic associated with the proposed 2nd Street closure.

Existing (2018) Peak Hour Traffic Conditions

Existing lane configurations (number of traffic lanes on each intersection approach), lane widths, storage capacities, and other intersection and roadway information was collected through field reconnaissance and recent aerial imagery by Ramey Kemp & Associates, Inc. (RKA). Refer to Figure 3 for an illustration of the existing lane configurations within the study area.

The scope of the study for this project was developed through coordination with Town staff and it was determined that the study area would consist of the following intersections:

- Buffalo Road and Hospital Road (signalized)
- Buffalo Road and North Street (unsignalized)
- North Street and North 3rd Street (unsignalized)
- North Street and North 2nd Street (unsignalized)

Turning movement counts were conducted in March and September of 2018 at the existing study intersections above. Traffic counts were balanced, where appropriate. Refer to Figure 4 for existing (2018) weekday AM and PM peak hour traffic volumes. Raw traffic counts are attached for reference.

Traffic Diversion Methodology

To determine the potential impacts to the study intersections as a result of the North 2nd Street closure to through traffic, traffic volumes were rerouted. It was assumed that localized traffic would still utilize Hospital Road to access the Smithfield Operations Center, Water Treatment Plant, and Public Works Facilities. To remain conservative, none of the traffic entering or exiting Hospital Road was removed from the signalized intersection of Buffalo Road and Hospital Road; instead, it was assumed that through traffic to and from North 2nd Street at the intersection of North Street would be diverted along Buffalo Road and North Street. This approach conservatively double-counts the traffic volumes that currently use North 2nd Street / Hospital Road at the signalized intersection and assumes most traffic entering/exiting North 2nd Street at North Street is pass-through traffic. A small volume of turning movements are assumed to continue to and from the proposed closed portion of North 2nd Street from North Street, as localized traffic.

Refer to Figure 5 for existing (2018) weekday AM and PM peak hour traffic volumes with diverted traffic.

Capacity Analysis

Study intersections were analyzed using the methodology outlined in the 2010 Highway Capacity Manual (HCM) published by the Transportation Research Board. Capacity analyses were completed using Synchro (Version 9.2/10.1) at the study intersections during the weekday AM and PM peak hours. Refer to Table 1 for a summary of the average delay for the various levels-of-service for unsignalized and signalized intersections:

Table 1 – Highway Capacity Manual – Levels-of-Service and Delay

UNSIGNALIZED INTERSECTION		SIGNALIZED INTERSECTION	
LEVEL OF SERVICE	CONTROL DELAY PER VEHICLE (SECONDS)	LEVEL OF SERVICE	CONTROL DELAY PER VEHICLE (SECONDS)
A	0-10	A	0-10
B	10-15	B	10-20
C	15-25	C	20-35
D	25-35	D	35-55
E	35-50	E	55-80
F	>50	F	>80

Typically, a signalized intersection is considered as operating acceptably with an overall LOS D or better. At unsignalized intersections it is not uncommon for the minor street approach to operate at LOS E or LOS F, depending on opposing traffic volumes. An overall intersection level-of-service is not calculated for unsignalized intersections. Instead, the delay is calculated for the minor and/or stop-controlled approach(es) and the mainline left-turning movements that have opposing traffic.

Buffalo Road and Hospital Road

The signalized intersection of Buffalo Road and Hospital Road was analyzed under existing (2018) conditions and diverted traffic conditions with the existing lane configurations shown in Table 2. Refer to Table 2 for a summary of the capacity analysis results. Signal information was obtained from NCDOT and is attached for reference. Copies of the Synchro analysis output reports attached.

Table 2: Analysis Summary of Buffalo Road and Hospital Road

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (sec)	Approach	Overall (sec)
Existing (2018) Conditions	EB	1 LT-TH-RT	B	A (8)	A	B (12)
	WB	1 LT-TH-RT	B			
	NB	1 LT, 1 TH-RT	A			
	SB	1 LT, 1 TH-RT	A			
Existing (2018) Conditions w/ Diverted Traffic	EB	1 LT-TH-RT	B	B (10)	B	B (18)
	WB	1 LT-TH-RT	B			
	NB	1 LT, 1 TH-RT	A			
	SB	1 LT, 1 TH-RT	A			

Capacity analysis indicates that this intersection currently operates at an overall LOS A during the weekday AM peak hour and an overall LOS B during the weekday PM peak hour. Under diverted traffic conditions, with the analysis assumptions as previously stated, the intersection is anticipated to operate at LOS B during the AM peak hour and LOS B during the PM peak hour. Despite the conservative assumptions regarding diverted traffic volumes at this intersection, it is anticipated to operate well within the acceptable threshold under all conditions analyzed.

Buffalo Road and North Street

The unsignalized intersection of Buffalo Road and North Street was analyzed under existing (2018) conditions and diverted traffic conditions with the existing lane configurations shown in Table 3. Refer to Table 3 for a summary of the capacity analysis results. Copies of the Synchro analysis output reports attached.

Table 3: Analysis Summary of Buffalo Road and North Street

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (sec)	Approach	Overall (sec)
Existing (2018) Conditions	EB WB SB	1 LT-TH 1 TH-RT 1 LT, 1 RT	A ² -- B ¹	N/A	A ² -- B ¹	N/A
Existing (2018) Conditions w/ Diverted Traffic	EB WB SB	1 LT-TH 1 TH-RT 1 LT, 1 RT	A ² -- B ¹	N/A	A ² -- C ¹	N/A

1. Level of service for minor-street approach.
2. Level of service for major-street left-turn movements.

Capacity analysis indicates that the southbound approach (Buffalo Road) currently operates at LOS B during both the AM and PM peak hours. Under the conservative diverted traffic conditions, the southbound approach is anticipated to continue to operate at LOS B during the AM peak hour and operate at LOS C during the PM peak hour, with an increase in queueing of approximately one vehicle for the southbound left-turn moment.

North Street and North 3rd Street

The unsignalized intersection of North Street and North 3rd Street was analyzed under existing (2018) conditions and diverted traffic conditions with the existing lane configurations shown in Table 4. Refer to Table 4 for a summary of the capacity analysis results. Copies of the Synchro analysis output reports attached.

Table 4: Analysis Summary of North Street and North 3rd Street

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (sec)	Approach	Overall (sec)
Existing (2018) Conditions	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A ² A ¹	N/A	-- A ² B ¹	N/A
Existing (2018) Conditions w/ Diverted Traffic	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A ² B ¹	N/A	-- A ² B ¹	N/A

1. Level of service for minor-street approach.
2. Level of service for major-street left-turn movements.

Capacity analysis indicates that the northbound approach (N 3rd Street) currently operates at LOS A during the AM peak hour and LOS B during the PM peak hour. Under the conservative diverted traffic conditions, the northbound approach is anticipated to operate at LOS B during both the AM and PM peak hours, with minimal impact on queueing.

North Street and North 2nd Street

The unsignalized intersection of North Street and North 2nd Street was analyzed under existing (2018) conditions and diverted traffic conditions with the existing lane configurations shown in Table 5. Refer to Table 5 for a summary of the capacity analysis results. Copies of the Synchro analysis output reports attached.

Table 5: Analysis Summary of North Street and North 2nd Street

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (sec)	Approach	Overall (sec)
Existing (2018) Conditions	WB NB SB	1 LT-RT 1 TH-RT 1 LT-TH	A A A	N/A	A A A	N/A
Existing (2018) Conditions w/ Diverted Traffic	WB NB SB	1 TH-RT 1 LT-TH 1 LT-RT	A A A	N/A	B A A	N/A

Capacity analysis indicates that all approaches are anticipated to operate at LOS B or better during both the AM and PM peak hours, under the conditions analyzed. Despite the conservative assumptions regarding diverted traffic volumes at this intersection, it is anticipated to operate well within the acceptable threshold under all conditions analyzed.

Conclusions

This letter provides a summary of the traffic assessment performed for the proposed North 2nd Street closure to through traffic in Smithfield, NC. As part of the planned Water Treatment Plant Expansion, North 2nd Street will be closed to through traffic. This closure will now require drivers to use North Street and Buffalo Road as an alternate route.

It was assumed that localized traffic would still utilized Hospital Road to access the Smithfield Operations Center, Water Treatment Plant, and Public Works Facilities. To remain conservative, none of the traffic entering or exiting Hospital Road was removed from the signalized intersection of Buffalo Road and Hospital Road; instead, it was assumed that through traffic to and from North 2nd Street at the intersection of North Street would be diverted along Buffalo Road and North Street. This conservatively double-counts the traffic volumes that currently use North 2nd Street / Hospital Road at the signalized intersection. A small volume of turning movements are assumed to continue to and from the proposed closed portion of North 2nd Street from North Street, as localized traffic.

Based on the analysis results, the surrounding roadway network is anticipated to operate at similar levels of service with the North 2nd Street closure as it does today, without the closure. It should be noted that it is likely field operations will be better than what is shown in this analysis, due to the conservative assumptions used in the traffic diversion.

Please contact us with any questions or comments at (919) 872-5115.

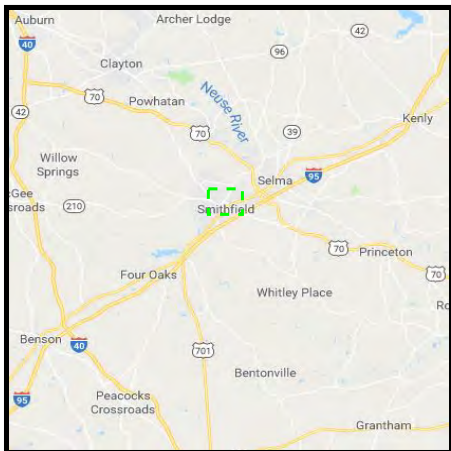
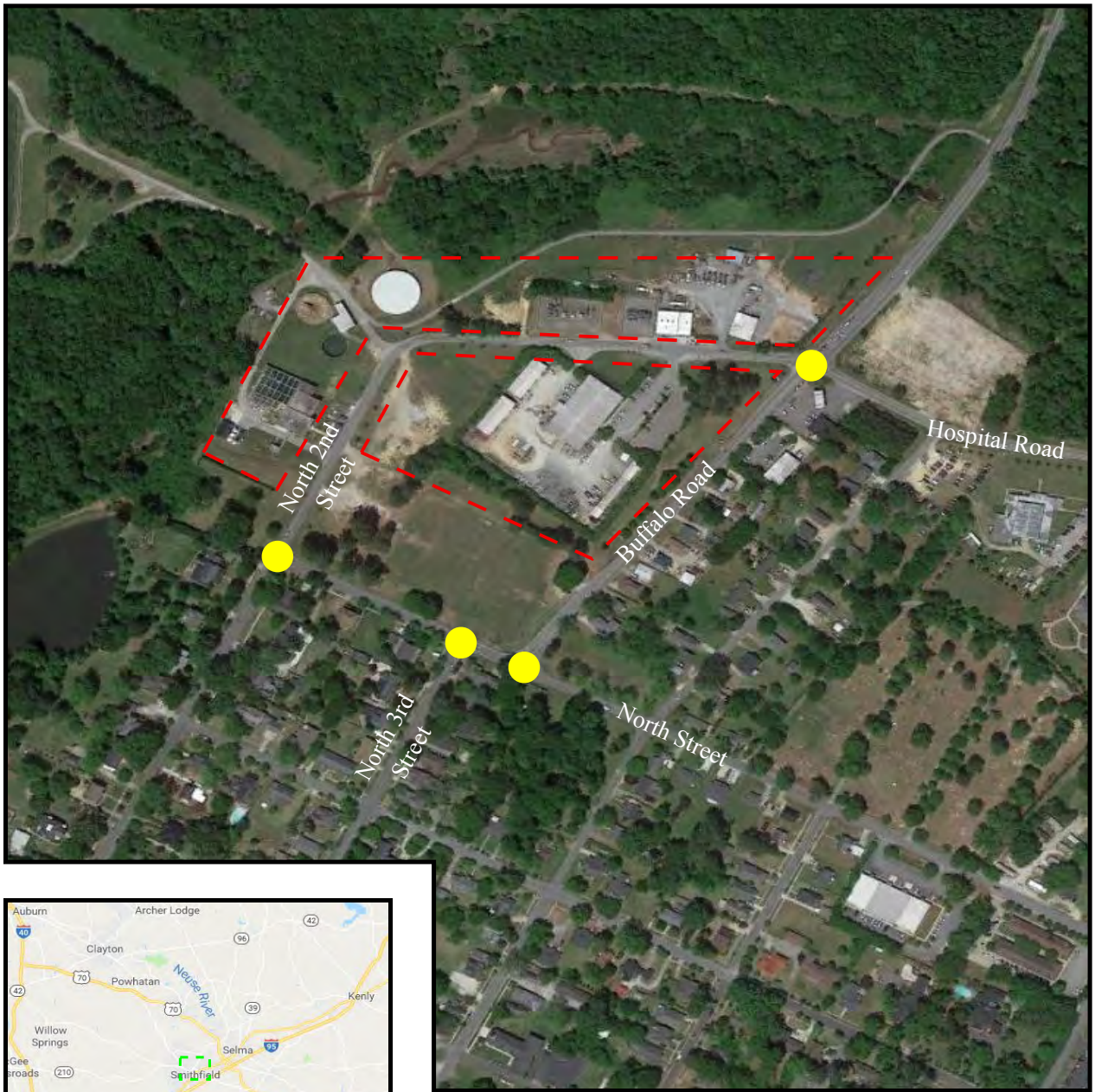
Thank You,
Ramey Kemp & Associates, Inc.





Jessica McClure, P.E.
Public Sector Transportation Manager



- Attachments:
- Figures
 - Technical Appendix
 - Count Data
 - Signal Plan
 - Capacity Analysis Reports



LEGEND

-  Proposed Site Location
-  Study Intersection
-  Study Area



2nd Street Closure
Smithfield, NC

Site Location Map

Scale: Not to Scale

Figure 1

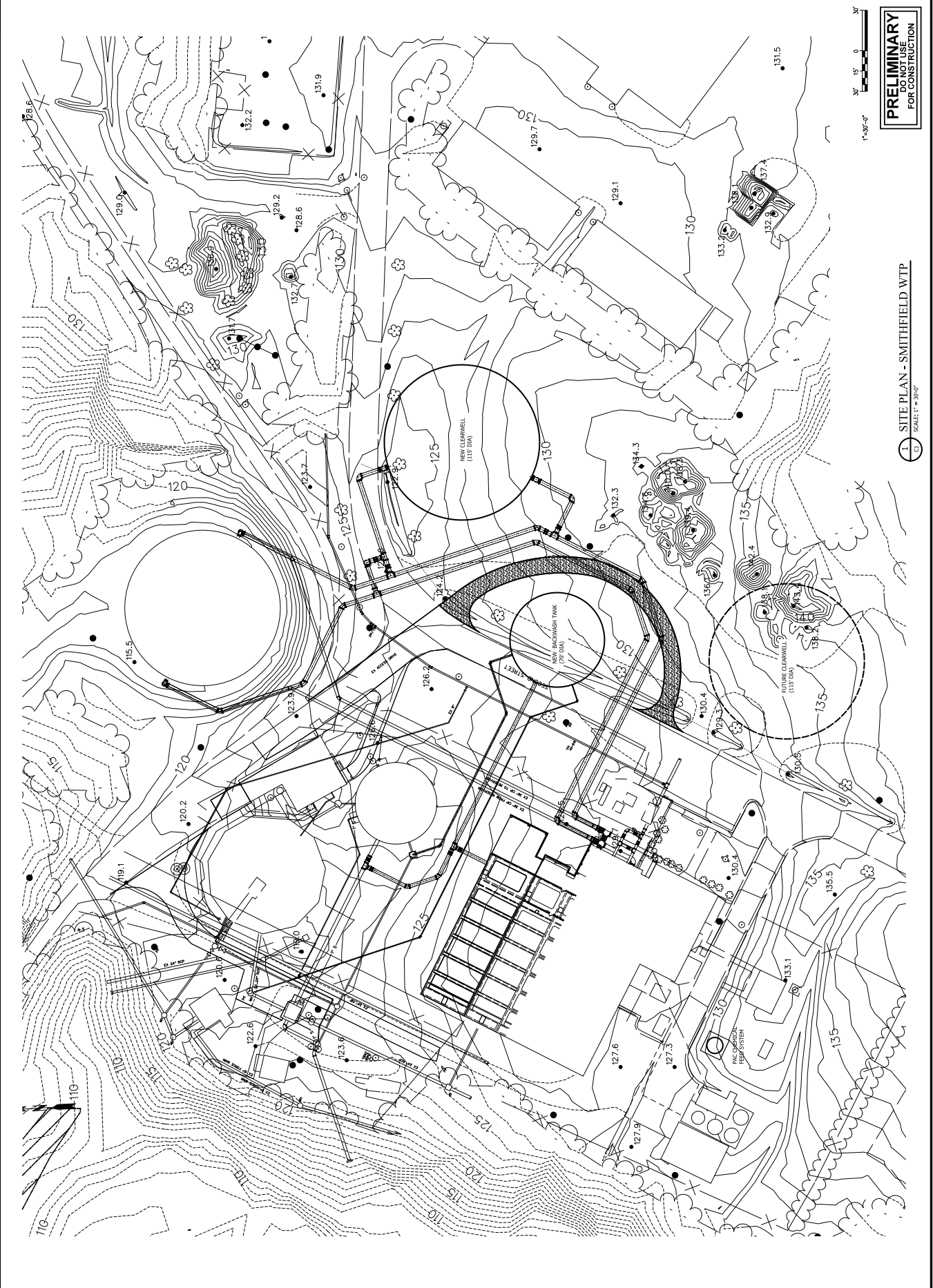
NO.	DATE	REVISIONS



JOHNSTON COUNTY TOWN OF SMITHFIELD NORTH CAROLINA	SMITHFIELD WTP SITE PLAN WATER TREATMENT PLANT IMPROVEMENTS
---	--

DESIGNED BY:	CADD
DRAWN BY:	PAWDEAN
CHECKED BY:	CADD
PROJECT NO.:	265818
DATE:	SEPTEMBER 2018
SCALE:	AS NOTED
SHEET	2 OF 50


C1

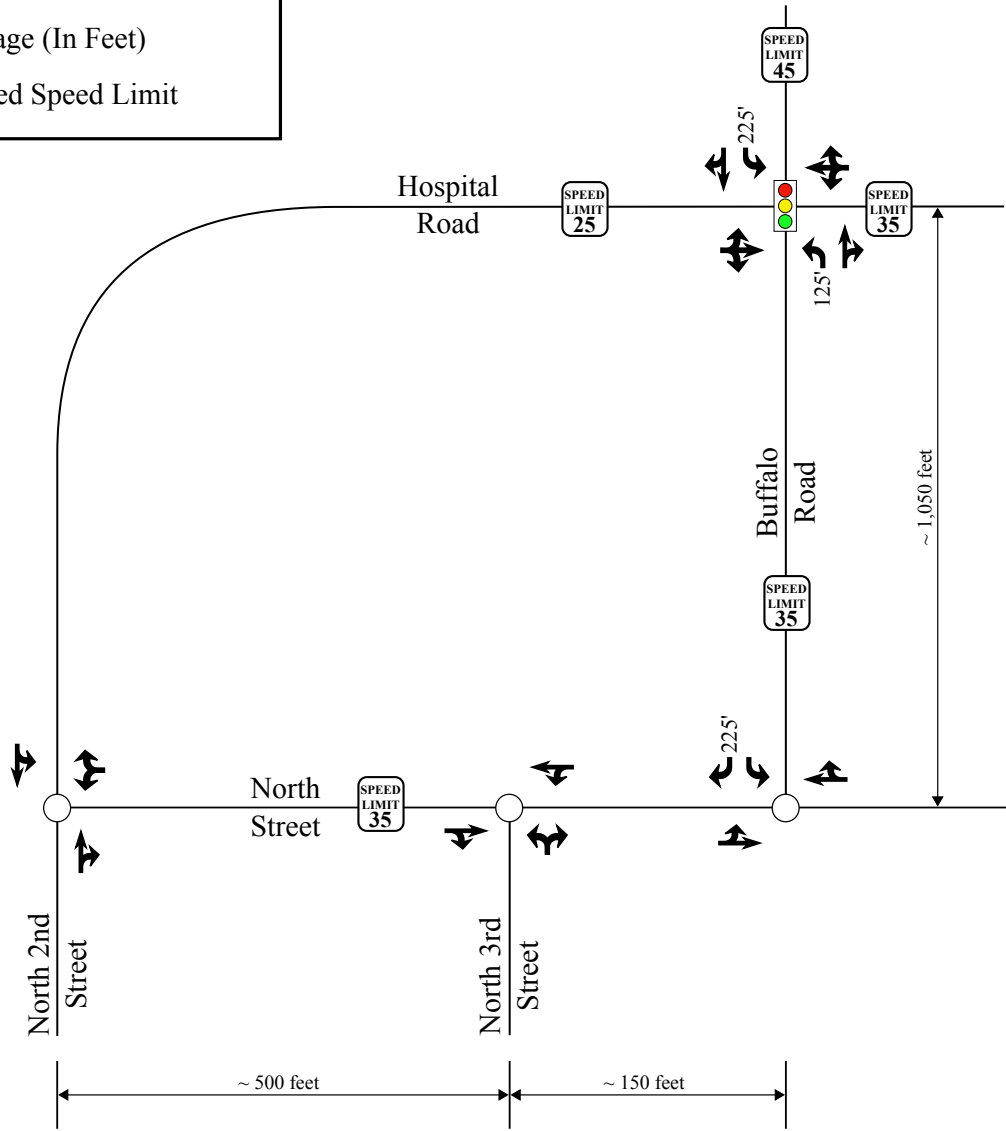


PRELIMINARY
 DO NOT USE
 FOR CONSTRUCTION

1 SITE PLAN - SMITHFIELD WTP
 C SCALE: 1" = 30'-0"

LEGEND

- Unsignalized Intersection
- 🚦 Signalized Intersection
- ➔ Existing Lane
- X' Storage (In Feet)
-  Posted Speed Limit



2nd Street Closure
Smithfield, NC

Existing (2018)
Lane Configurations

Scale: Not to Scale

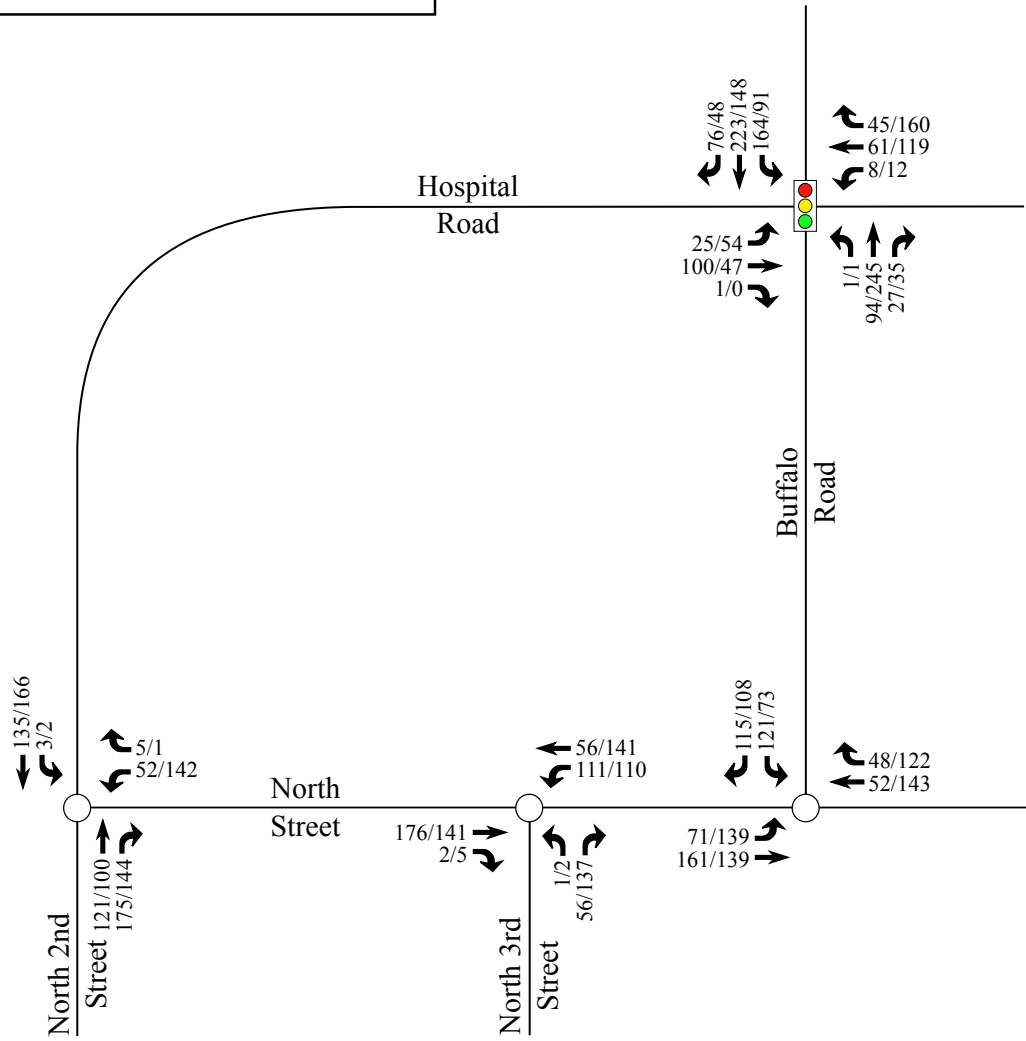
Figure 3

LEGEND

○ Unsignalized Intersection

◫ Signalized Intersection

X/Y → AM / PM Weekday Peak Hour Traffic



2nd Street Closure
Smithfield, NC

Existing (2018)
Peak Hour Traffic

Scale: Not to Scale

Figure 4

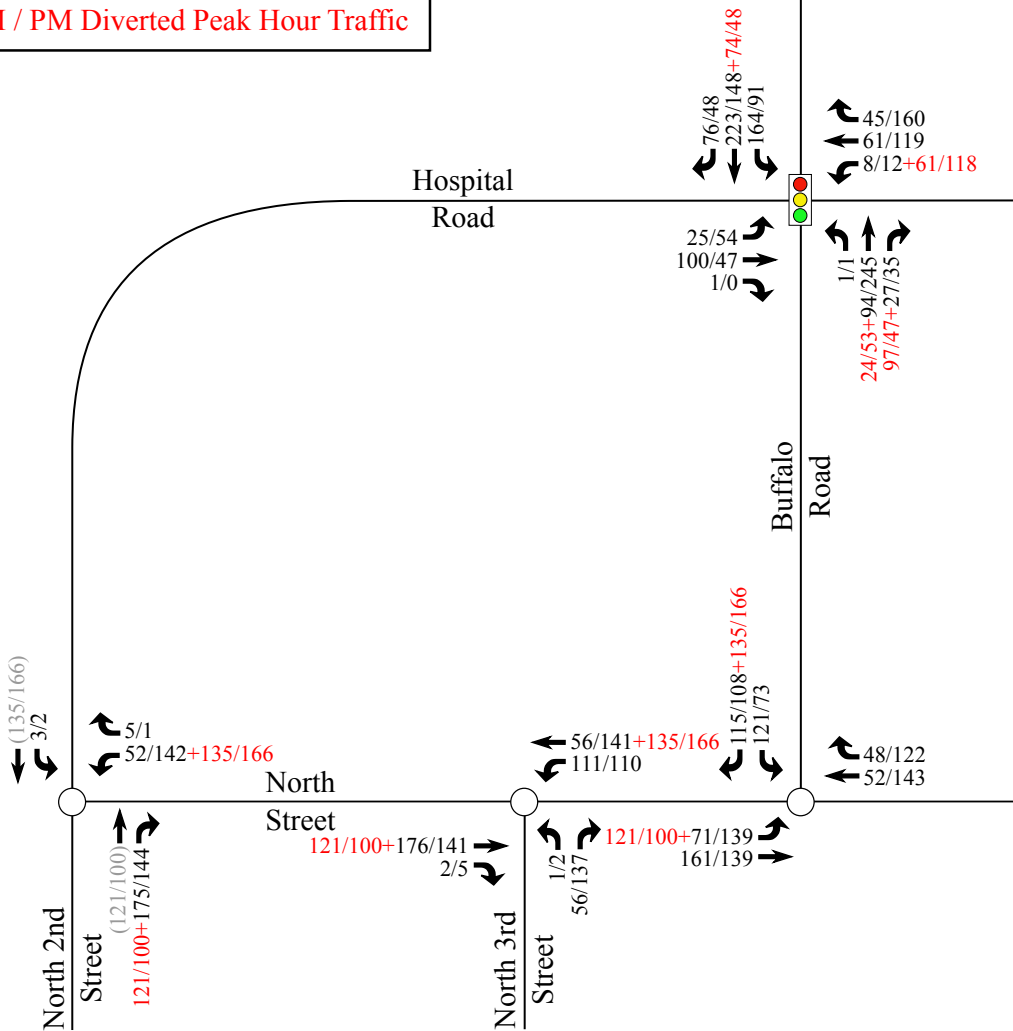
LEGEND

○ Unsignalized Intersection

◫ Signalized Intersection

X/Y → AM / PM Weekday Peak Hour Traffic

X/Y → AM / PM Diverted Peak Hour Traffic



2nd Street Closure
Smithfield, NC

Existing (2018)
Peak Hour Traffic w/
Diverted Trips

Scale: Not to Scale

Figure 5

TECHNICAL APPENDIX

COUNT DATA



5808 Faringdon Place, Suite 100
 Raleigh, NC 27609
 PH: 919 872-5115

File Name : Buffalo Road and Hospital Road
 Site Code : 00031418
 Start Date : 3/14/2018
 Page No : 1

Groups Printed- Cars & Trucks

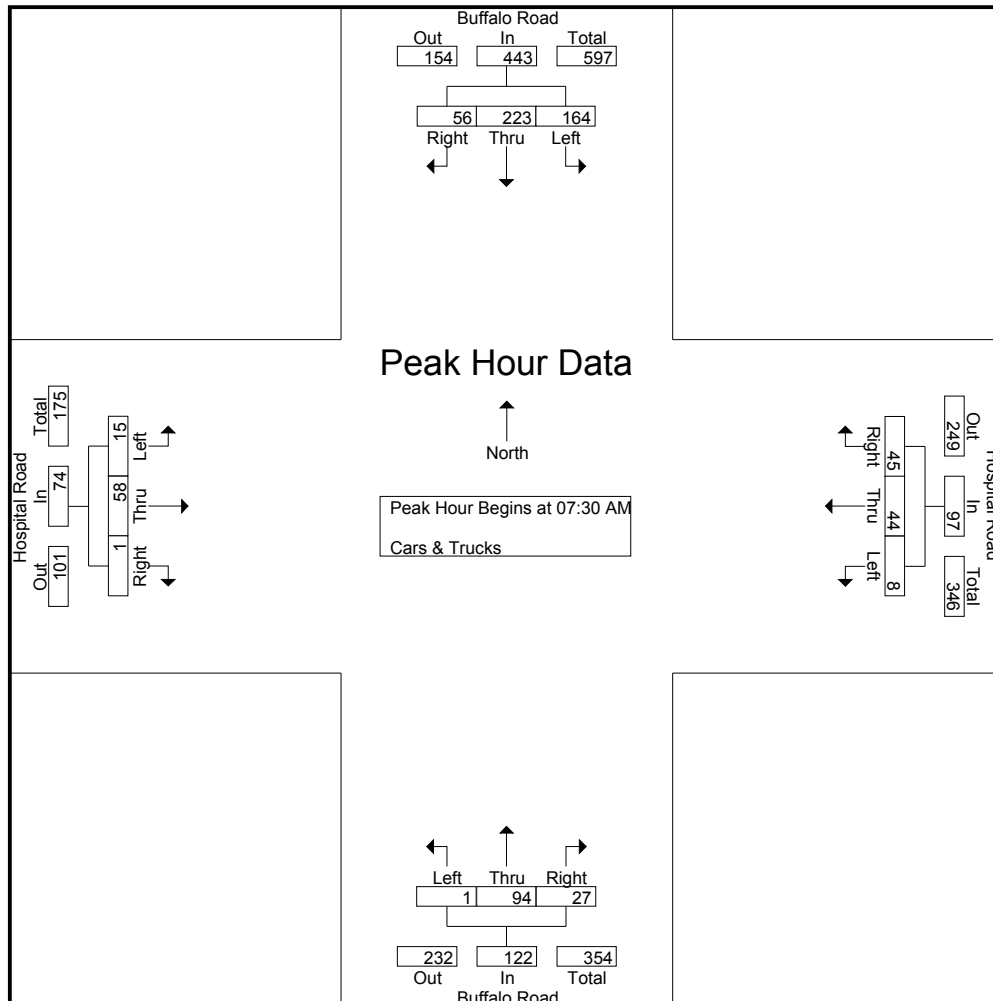
Start Time	Buffalo Road From North					Hospital Road From East					Buffalo Road From South					Hospital Road From West					Int. Total
	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total	
06:30 AM	4	8	20	0	32	6	9	0	0	15	3	14	0	0	17	0	2	2	0	4	68
06:45 AM	2	9	14	0	25	8	14	0	1	23	4	21	2	0	27	0	4	3	1	8	83
Total	6	17	34	0	57	14	23	0	1	38	7	35	2	0	44	0	6	5	1	12	151
07:00 AM	8	17	12	0	37	7	8	0	0	15	2	23	1	0	26	0	2	7	0	9	87
07:15 AM	2	22	11	0	35	7	5	0	2	14	2	12	0	0	14	0	0	2	0	2	65
07:30 AM	11	54	24	1	90	16	10	0	1	27	2	35	0	0	37	0	11	7	0	18	172
07:45 AM	24	63	63	0	150	13	13	2	0	28	8	29	0	0	37	1	17	5	1	24	239
Total	45	156	110	1	312	43	36	2	3	84	14	99	1	0	114	1	30	21	1	53	563
08:00 AM	14	62	34	0	110	8	10	3	0	21	7	18	0	1	26	0	16	1	1	18	175
08:15 AM	7	44	43	0	94	8	11	3	0	22	10	12	1	0	23	0	14	2	0	16	155
08:30 AM	7	29	25	0	61	8	7	2	0	17	4	22	0	0	26	4	14	5	0	23	127
08:45 AM	11	39	17	0	67	4	7	2	0	13	6	9	0	0	15	3	14	3	2	22	117
Total	39	174	119	0	332	28	35	10	0	73	27	61	1	1	90	7	58	11	3	79	574
*** BREAK ***																					
04:00 PM	10	32	19	1	62	25	16	4	0	45	14	37	2	0	53	2	16	11	1	30	190
04:15 PM	4	22	21	0	47	32	18	1	0	51	1	42	0	0	43	1	3	10	0	14	155
04:30 PM	13	30	14	0	57	36	25	2	0	63	6	43	0	0	49	1	13	12	0	26	195
04:45 PM	7	33	20	0	60	33	30	5	1	69	5	45	1	0	51	0	7	8	0	15	195
Total	34	117	74	1	226	126	89	12	1	228	26	167	3	0	196	4	39	41	1	85	735
05:00 PM	13	32	21	0	66	56	35	1	0	92	13	93	0	0	106	0	8	13	0	21	285
05:15 PM	19	46	30	1	96	34	27	4	0	65	12	63	0	0	75	0	15	21	0	36	272
05:30 PM	9	37	20	0	66	37	27	2	1	67	5	44	0	0	49	0	17	12	0	29	211
05:45 PM	7	34	21	0	62	28	25	2	0	55	2	31	0	0	33	0	10	6	0	16	166
Total	48	149	92	1	290	155	114	9	1	279	32	231	0	0	263	0	50	52	0	102	934
06:00 PM	6	26	10	0	42	15	11	3	0	29	5	30	0	0	35	0	2	7	0	9	115
*** BREAK ***																					
Grand Total	178	639	439	3	1259	381	308	36	6	731	111	623	7	1	742	12	185	137	6	340	3072
Apprch %	14.1	50.8	34.9	0.2		52.1	42.1	4.9	0.8		15	84	0.9	0.1		3.5	54.4	40.3	1.8		
Total %	5.8	20.8	14.3	0.1	41	12.4	10	1.2	0.2	23.8	3.6	20.3	0.2	0	24.2	0.4	6	4.5	0.2	11.1	



5808 Faringdon Place, Suite 100
 Raleigh, NC 27609
 PH: 919 872-5115

File Name : Buffalo Road and Hospital Road
 Site Code : 00031418
 Start Date : 3/14/2018
 Page No : 2

Start Time	Buffalo Road From North				Hospital Road From East				Buffalo Road From South				Hospital Road From West				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 06:30 AM to 11:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	11	54	24	89	16	10	0	26	2	35	0	37	0	11	7	18	170
07:45 AM	24	63	63	150	13	13	2	28	8	29	0	37	1	17	5	23	238
08:00 AM	14	62	34	110	8	10	3	21	7	18	0	25	0	16	1	17	173
08:15 AM	7	44	43	94	8	11	3	22	10	12	1	23	0	14	2	16	155
Total Volume	56	223	164	443	45	44	8	97	27	94	1	122	1	58	15	74	736
% App. Total	12.6	50.3	37		46.4	45.4	8.2		22.1	77	0.8		1.4	78.4	20.3		
PHF	.583	.885	.651	.738	.703	.846	.667	.866	.675	.671	.250	.824	.250	.853	.536	.804	.773



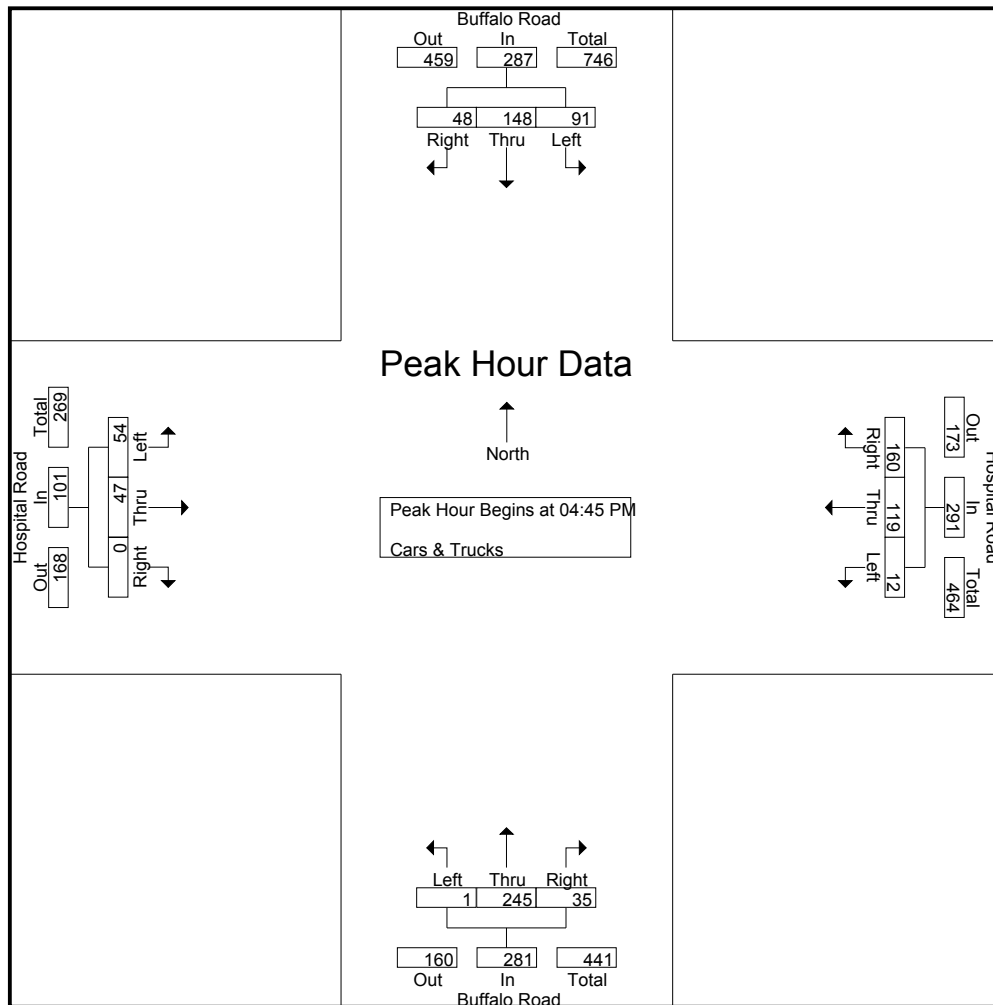


5808 Faringdon Place, Suite 100
 Raleigh, NC 27609
 PH: 919 872-5115

File Name : Buffalo Road and Hospital Road
 Site Code : 00031418
 Start Date : 3/14/2018
 Page No : 3

Start Time	Buffalo Road From North				Hospital Road From East				Buffalo Road From South				Hospital Road From West				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
04:45 PM	7	33	20	60	33	30	5	68	5	45	1	51	0	7	8	15	194
05:00 PM	13	32	21	66	56	35	1	92	13	93	0	106	0	8	13	21	285
05:15 PM	19	46	30	95	34	27	4	65	12	63	0	75	0	15	21	36	271
05:30 PM	9	37	20	66	37	27	2	66	5	44	0	49	0	17	12	29	210
Total Volume	48	148	91	287	160	119	12	291	35	245	1	281	0	47	54	101	960
% App. Total	16.7	51.6	31.7		55	40.9	4.1		12.5	87.2	0.4		0	46.5	53.5		
PHF	.632	.804	.758	.755	.714	.850	.600	.791	.673	.659	.250	.663	.000	.691	.643	.701	.842

Peak Hour Analysis From 12:00 PM to 06:15 PM - Peak 1 of 1
 Peak Hour for Entire Intersection Begins at 04:45 PM





5808 Faringdon Place, Suite 100
 Raleigh, NC 27609
 PH: 919 872-5115

File Name : North St and Buffalo Rd_3rd St
 Site Code : 00000023
 Start Date : 9/11/2018
 Page No : 1

Groups Printed- Cars & - Trucks & - Semis

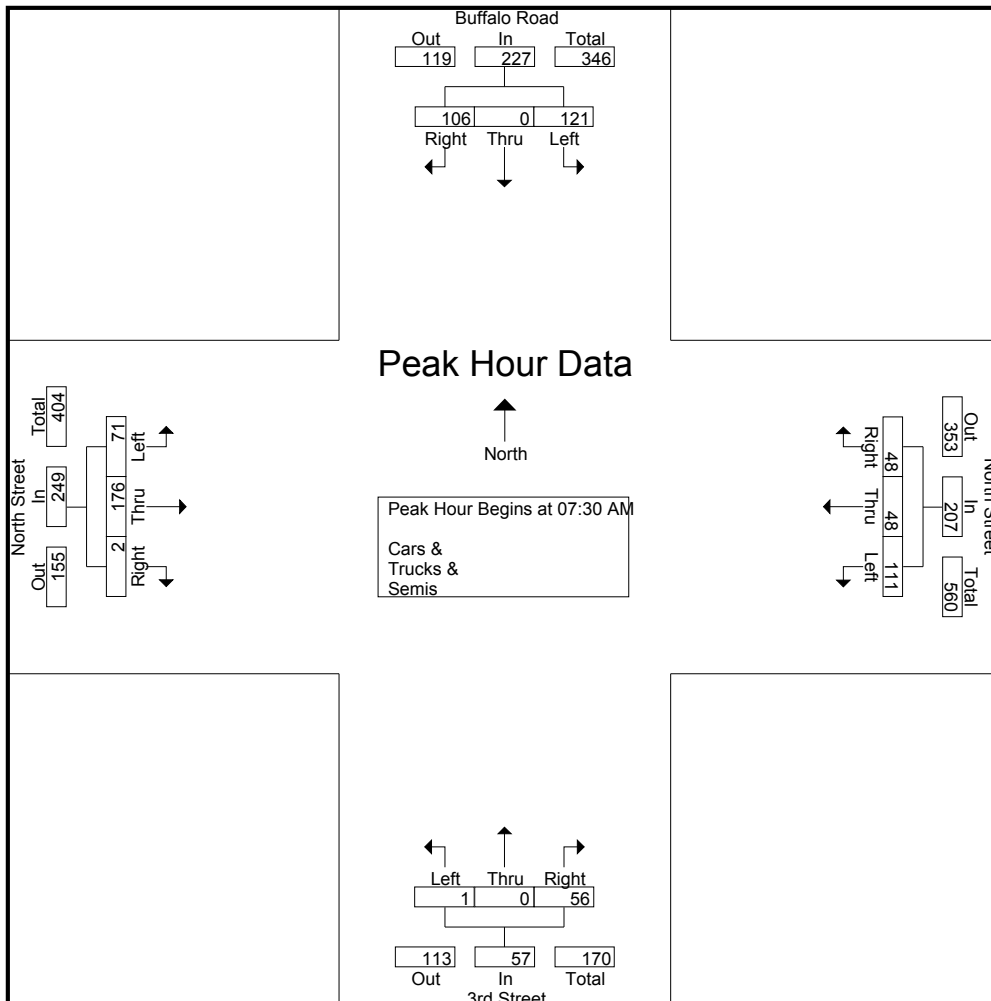
Start Time	Buffalo Road From North				North Street From East				3rd Street From South				North Street From West				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
06:30 AM	6	0	12	18	15	5	6	26	6	0	0	6	0	20	10	30	80
06:45 AM	10	0	12	22	14	11	10	35	17	0	3	20	0	35	20	55	132
Total	16	0	24	40	29	16	16	61	23	0	3	26	0	55	30	85	212
07:00 AM	14	0	9	23	5	9	11	25	16	0	1	17	1	23	18	42	107
07:15 AM	5	0	11	16	19	10	10	39	13	0	0	13	0	21	14	35	103
07:30 AM	25	0	30	55	16	9	25	50	13	0	0	13	2	43	25	70	188
07:45 AM	34	0	35	69	12	7	34	53	15	0	0	15	0	46	16	62	199
Total	78	0	85	163	52	35	80	167	57	0	1	58	3	133	73	209	597
08:00 AM	24	0	28	52	10	19	30	59	12	0	0	12	0	61	12	73	196
08:15 AM	23	0	28	51	10	13	22	45	16	0	1	17	0	26	18	44	157
08:30 AM	23	0	27	50	12	23	23	58	15	0	0	15	0	32	18	50	173
08:45 AM	25	0	36	61	11	22	25	58	18	0	0	18	0	37	20	57	194
Total	95	0	119	214	43	77	100	220	61	0	1	62	0	156	68	224	720
*** BREAK ***																	
04:00 PM	25	0	10	35	12	31	29	72	32	0	0	32	1	34	29	64	203
04:15 PM	19	0	16	35	18	30	23	71	30	0	0	30	0	34	33	67	203
04:30 PM	21	0	14	35	14	27	18	59	32	0	1	33	0	27	34	61	188
04:45 PM	29	0	9	38	23	32	28	83	39	0	0	39	1	25	39	65	225
Total	94	0	49	143	67	120	98	285	133	0	1	134	2	120	135	257	819
05:00 PM	20	0	13	33	51	42	28	121	46	0	2	48	0	51	37	88	290
05:15 PM	23	0	23	46	24	30	28	82	27	0	0	27	0	26	31	57	212
05:30 PM	26	0	28	54	24	25	26	75	25	0	0	25	3	15	20	38	192
05:45 PM	10	0	12	22	11	25	11	47	17	0	0	17	0	21	17	38	124
Total	79	0	76	155	110	122	93	325	115	0	2	117	3	113	105	221	818
06:00 PM	13	0	13	26	11	18	14	43	17	0	0	17	0	21	17	38	124
06:15 PM	8	0	12	20	9	16	12	37	14	0	0	14	4	9	15	28	99
Grand Total	383	0	378	761	321	404	413	1138	420	0	8	428	12	607	443	1062	3389
Apprch %	50.3	0	49.7		28.2	35.5	36.3		98.1	0	1.9		1.1	57.2	41.7		
Total %	11.3	0	11.2	22.5	9.5	11.9	12.2	33.6	12.4	0	0.2	12.6	0.4	17.9	13.1	31.3	
Cars &	376	0	359	735	295	396	409	1100	410	0	8	418	10	596	435	1041	3294
% Cars &	98.2	0	95	96.6	91.9	98	99	96.7	97.6	0	100	97.7	83.3	98.2	98.2	98	97.2
Trucks &	6	0	19	25	26	8	4	38	9	0	0	9	2	10	7	19	91
% Trucks &	1.6	0	5	3.3	8.1	2	1	3.3	2.1	0	0	2.1	16.7	1.6	1.6	1.8	2.7
Semis	1	0	0	1	0	0	0	0	1	0	0	1	0	1	1	2	4
% Semis	0.3	0	0	0.1	0	0	0	0	0.2	0	0	0.2	0	0.2	0.2	0.2	0.1



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 PH: 919 872-5115

File Name : North St and Buffalo Rd_3rd St
 Site Code : 00000023
 Start Date : 9/11/2018
 Page No : 2

Start Time	Buffalo Road From North				North Street From East				3rd Street From South				North Street From West				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 06:30 AM to 11:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	25	0	30	55	16	9	25	50	13	0	0	13	2	43	25	70	188
07:45 AM	34	0	35	69	12	7	34	53	15	0	0	15	0	46	16	62	199
08:00 AM	24	0	28	52	10	19	30	59	12	0	0	12	0	61	12	73	196
08:15 AM	23	0	28	51	10	13	22	45	16	0	1	17	0	26	18	44	157
Total Volume	106	0	121	227	48	48	111	207	56	0	1	57	2	176	71	249	740
% App. Total	46.7	0	53.3		23.2	23.2	53.6		98.2	0	1.8		0.8	70.7	28.5		
PHF	.779	.000	.864	.822	.750	.632	.816	.877	.875	.000	.250	.838	.250	.721	.710	.853	.930

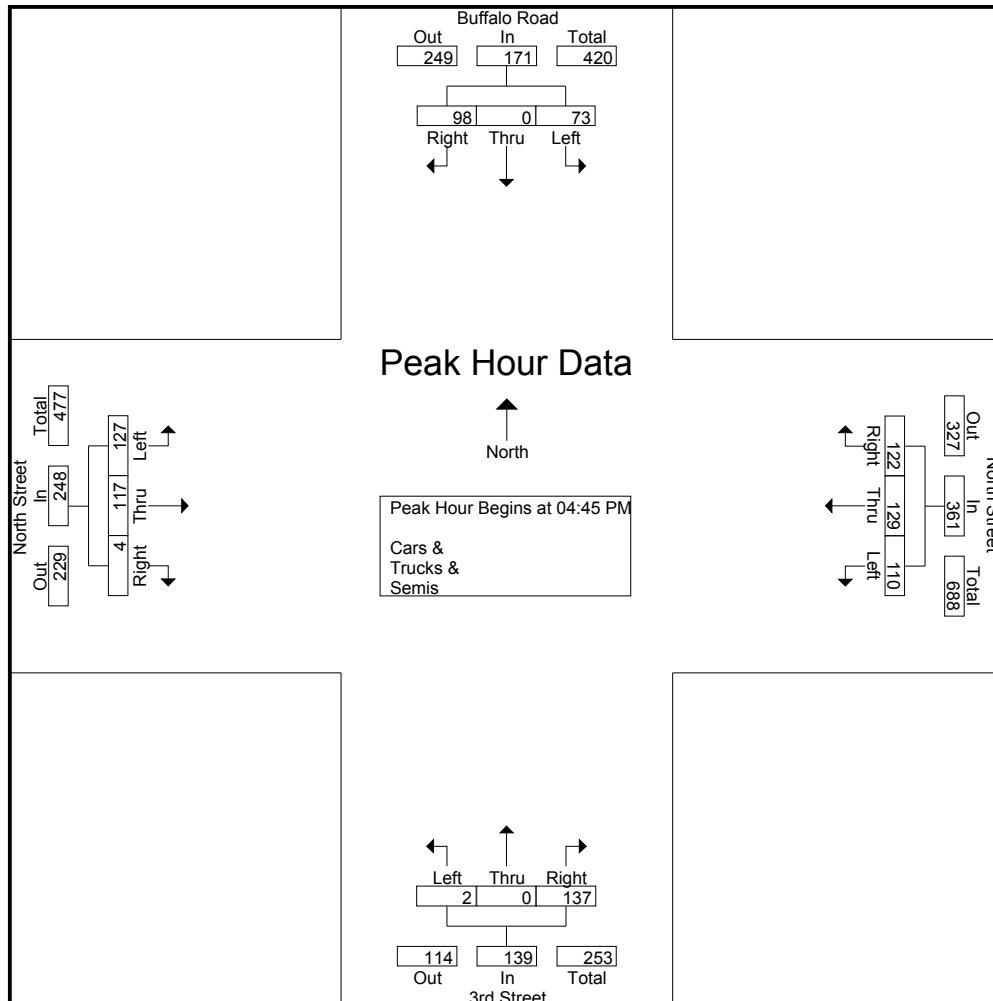




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File Name : North St and Buffalo Rd_3rd St
 Site Code : 00000023
 Start Date : 9/11/2018
 Page No : 3

Start Time	Buffalo Road From North				North Street From East				3rd Street From South				North Street From West				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 12:00 PM to 06:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	29	0	9	38	23	32	28	83	39	0	0	39	1	25	39	65	225
05:00 PM	20	0	13	33	51	42	28	121	46	0	2	48	0	51	37	88	290
05:15 PM	23	0	23	46	24	30	28	82	27	0	0	27	0	26	31	57	212
05:30 PM	26	0	28	54	24	25	26	75	25	0	0	25	3	15	20	38	192
Total Volume	98	0	73	171	122	129	110	361	137	0	2	139	4	117	127	248	919
% App. Total	57.3	0	42.7		33.8	35.7	30.5		98.6	0	1.4		1.6	47.2	51.2		
PHF	.845	.000	.652	.792	.598	.768	.982	.746	.745	.000	.250	.724	.333	.574	.814	.705	.792





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File Name : 1 SMITHFIELD 11 SEP
 Site Code : 00000001
 Start Date : 9/11/2018
 Page No : 1

Groups Printed- Cars & - Trucks & - Semis

Start Time	2nd Street From North				North Street From East				2nd Street From South				From West				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
06:30 AM	0	9	0	9	0	0	5	5	20	12	0	32	0	0	0	0	46
06:45 AM	0	13	2	15	2	0	9	11	32	19	0	51	0	0	0	0	77
Total	0	22	2	24	2	0	14	16	52	31	0	83	0	0	0	0	123
07:00 AM	0	14	0	14	2	0	10	12	25	16	0	41	0	0	0	0	67
07:15 AM	0	16	0	16	0	0	5	5	21	20	0	41	0	0	0	0	62
07:30 AM	0	30	1	31	0	0	10	10	45	29	0	74	0	0	0	0	115
07:45 AM	0	48	0	48	0	0	4	4	48	38	0	86	0	0	0	0	138
Total	0	108	1	109	2	0	29	31	139	103	0	242	0	0	0	0	382
08:00 AM	0	24	2	26	0	0	12	12	60	24	0	84	0	0	0	0	122
08:15 AM	0	25	1	26	3	0	13	16	28	27	0	55	0	0	0	0	97
08:30 AM	0	38	0	38	2	0	23	25	34	32	0	66	0	0	0	0	129
08:45 AM	0	33	0	33	0	0	20	20	41	20	0	61	0	0	0	0	114
Total	0	120	3	123	5	0	68	73	163	103	0	266	0	0	0	0	462
*** BREAK ***																	
04:00 PM	0	32	1	33	0	0	30	30	32	27	0	59	0	0	0	0	122
04:15 PM	0	27	1	28	1	0	24	25	35	17	0	52	0	0	0	0	105
04:30 PM	0	36	0	36	0	0	31	31	33	20	0	53	0	0	0	0	120
04:45 PM	0	41	2	43	0	0	32	32	27	30	0	57	0	0	0	0	132
Total	0	136	4	140	1	0	117	118	127	94	0	221	0	0	0	0	479
05:00 PM	0	38	0	38	0	0	44	44	55	20	0	75	0	0	0	0	157
05:15 PM	0	35	0	35	1	0	35	36	29	13	0	42	0	0	0	0	113
05:30 PM	0	23	2	25	0	0	28	28	16	15	0	31	0	0	0	0	84
05:45 PM	0	18	1	19	0	0	24	24	21	20	0	41	0	0	0	0	84
Total	0	114	3	117	1	0	131	132	121	68	0	189	0	0	0	0	438
06:00 PM	0	29	0	29	0	0	17	17	21	15	0	36	0	0	0	0	82
06:15 PM	0	23	0	23	1	0	16	17	13	15	0	28	0	0	0	0	68
Grand Total	0	552	13	565	12	0	392	404	636	429	0	1065	0	0	0	0	2034
Apprch %	0	97.7	2.3		3	0	97		59.7	40.3	0		0	0	0		
Total %	0	27.1	0.6	27.8	0.6	0	19.3	19.9	31.3	21.1	0	52.4	0	0	0	0	
Cars &	0	535	11	546	10	0	383	393	623	410	0	1033	0	0	0	0	1972
% Cars &	0	96.9	84.6	96.6	83.3	0	97.7	97.3	98	95.6	0	97	0	0	0	0	97
Trucks &	0	17	2	19	2	0	8	10	12	19	0	31	0	0	0	0	60
% Trucks &	0	3.1	15.4	3.4	16.7	0	2	2.5	1.9	4.4	0	2.9	0	0	0	0	2.9
Semis	0	0	0	0	0	0	1	1	1	0	0	1	0	0	0	0	2
% Semis	0	0	0	0	0	0	0.3	0.2	0.2	0	0	0.1	0	0	0	0	0.1



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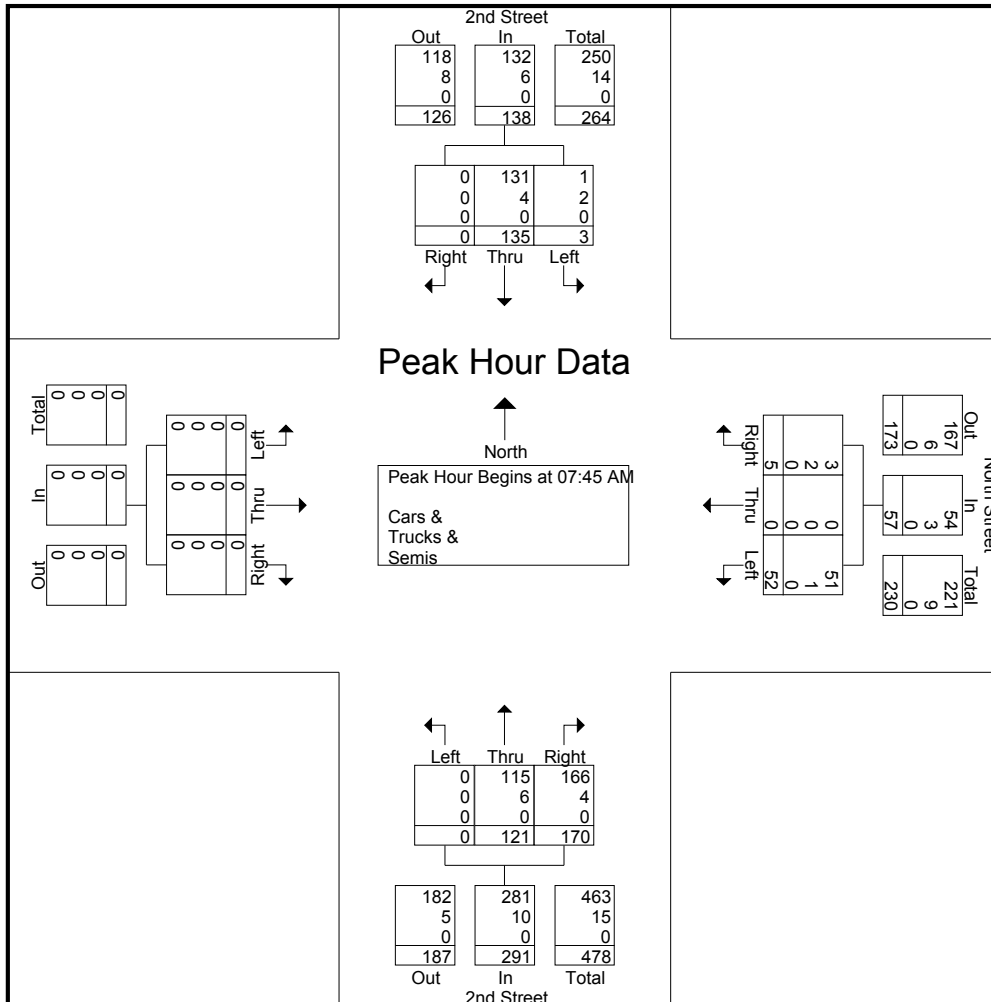
File Name : 1 SMITHFIELD 11 SEP
 Site Code : 00000001
 Start Date : 9/11/2018
 Page No : 2

Start Time	2nd Street From North				North Street From East				2nd Street From South				From West				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 06:30 AM to 11:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	0	48	0	48	0	0	4	4	48	38	0	86	0	0	0	0	138
08:00 AM	0	24	2	26	0	0	12	12	60	24	0	84	0	0	0	0	122
08:15 AM	0	25	1	26	3	0	13	16	28	27	0	55	0	0	0	0	97
08:30 AM	0	38	0	38	2	0	23	25	34	32	0	66	0	0	0	0	129
Total Volume	0	135	3	138	5	0	52	57	170	121	0	291	0	0	0	0	486
% App. Total	0	97.8	2.2		8.8	0	91.2		58.4	41.6	0		0	0	0		
PHF	.000	.703	.375	.719	.417	.000	.565	.570	.708	.796	.000	.846	.000	.000	.000	.000	.880
Cars &	0	131	1	132	3	0	51	54	166	115	0	281	0	0	0	0	467
% Cars &	0	97.0	33.3	95.7	60.0	0	98.1	94.7	97.6	95.0	0	96.6	0	0	0	0	96.1
Trucks &	0	4	2	6	2	0	1	3	4	6	0	10	0	0	0	0	19
% Trucks &	0	3.0	66.7	4.3	40.0	0	1.9	5.3	2.4	5.0	0	3.4	0	0	0	0	3.9
Semis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Semis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



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File Name : 1 SMITHFIELD 11 SEP
 Site Code : 00000001
 Start Date : 9/11/2018
 Page No : 3





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 PH: 919 872-5115

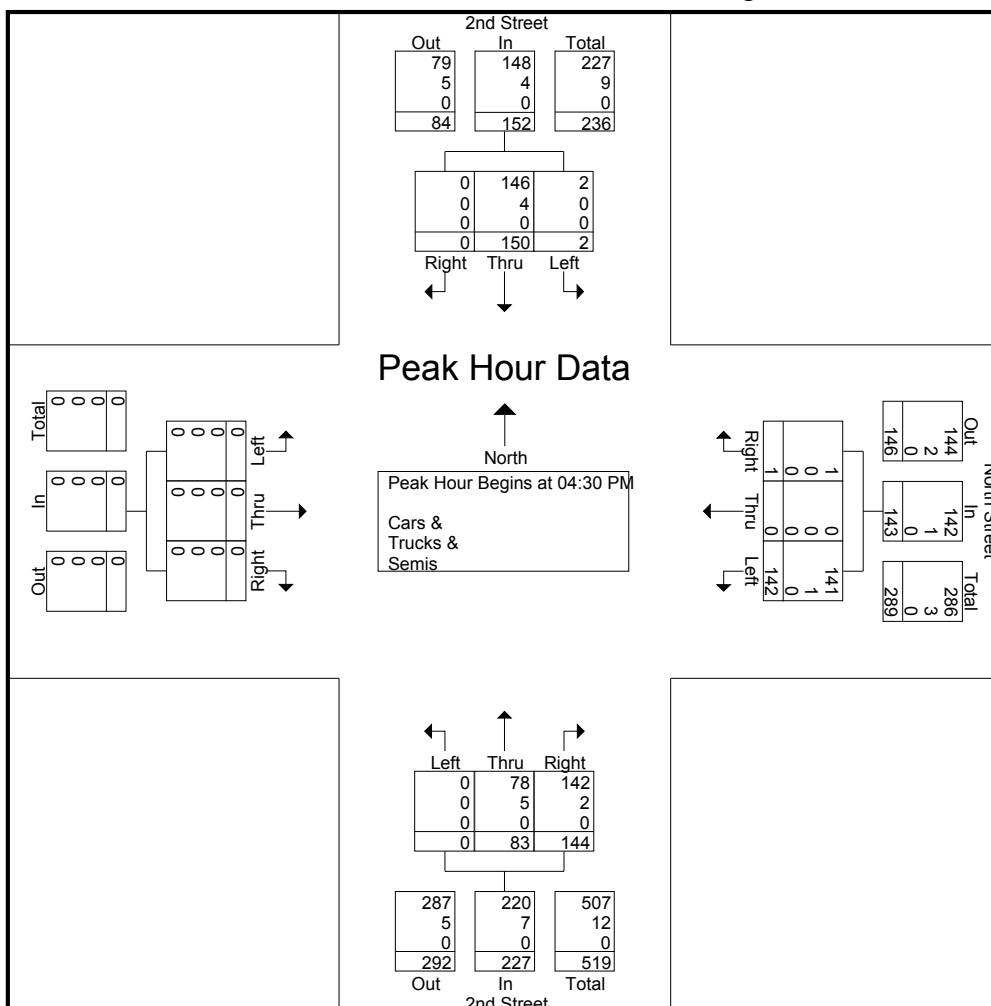
File Name : 1 SMITHFIELD 11 SEP
 Site Code : 00000001
 Start Date : 9/11/2018
 Page No : 4

Start Time	2nd Street From North				North Street From East				2nd Street From South				From West				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 12:00 PM to 06:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	0	36	0	36	0	0	31	31	33	20	0	53	0	0	0	0	120
04:45 PM	0	41	2	43	0	0	32	32	27	30	0	57	0	0	0	0	132
05:00 PM	0	38	0	38	0	0	44	44	55	20	0	75	0	0	0	0	157
05:15 PM	0	35	0	35	1	0	35	36	29	13	0	42	0	0	0	0	113
Total Volume	0	150	2	152	1	0	142	143	144	83	0	227	0	0	0	0	522
% App. Total	0	98.7	1.3		0.7	0	99.3		63.4	36.6	0		0	0	0		
PHF	.000	.915	.250	.884	.250	.000	.807	.813	.655	.692	.000	.757	.000	.000	.000	.000	.831
Cars &	0	146	2	148	1	0	141	142	142	78	0	220	0	0	0	0	510
% Cars &	0	97.3	100	97.4	100	0	99.3	99.3	98.6	94.0	0	96.9	0	0	0	0	97.7
Trucks &	0	4	0	4	0	0	1	1	2	5	0	7	0	0	0	0	12
% Trucks &	0	2.7	0	2.6	0	0	0.7	0.7	1.4	6.0	0	3.1	0	0	0	0	2.3
Semis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Semis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



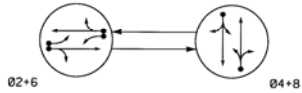
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File Name : 1 SMITHFIELD 11 SEP
 Site Code : 00000001
 Start Date : 9/11/2018
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SIGNAL PLAN

PHASING DIAGRAM



PHASING DIAGRAM DETECTION LEGEND
 ● DETECTED MOVEMENT
 ○ UNDETECTED MOVEMENT (OVERLAP)
 - - - UNSIGNALIZED MOVEMENT
 <- - - - PEDESTRIAN MOVEMENT

TABLE OF OPERATION

SIGNAL FACE	PHASE		
	02+6	04+8	F.L. CYCLE
21,22	G	R	Y
41,42	R	G	R
61,62	G	R	Y
81,82	R	G	R

SIGNAL FACE I.D.

All Heads L.E.D.



21,22
41,42
61,62
81,82

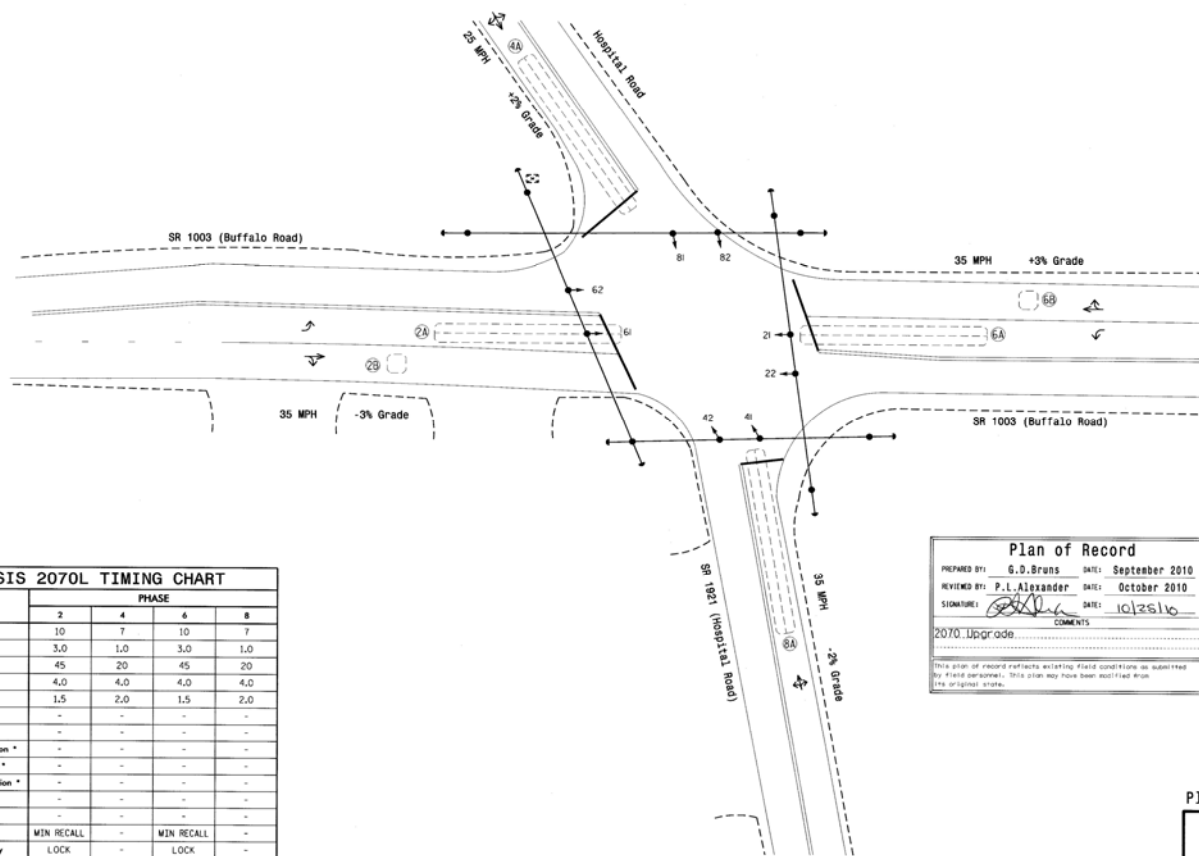
OASIS 2070L LOOP & DETECTOR INSTALLATION CHART

LOOP	INDUCTIVE LOOPS			DETECTOR PROGRAMMING					
	SIZE (FT)	DISTANCE FROM STOPBAR (FT)	TURNS	PHASE	CALLING EXTENSION	STRETCH TIME	DELAY TIME	SYSTEM LOOP	REF. CMD
2A	6X60	+5	2-4-2	-	2	Y	Y	-	3
2B	6X6	70	3	-	2	Y	Y	-	-
4A	6X60	+5	2-4-2	-	4	Y	Y	-	10
6A	6X60	+5	2-4-2	-	6	Y	Y	-	3
6B	6X6	70	3	-	8	Y	Y	-	-
8A	6X60	+5	2-4-2	-	8	Y	Y	-	10

2 Phase Fully Actuated Isolated

NOTES

- Refer to "Roadway Standard Drawings NCDOT" dated July 2006 and "Standard Specifications for Roads and Structures" dated July 2006.
- Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
- Set all detector units to presence mode.
- In the event of loop replacement, refer to the current ITS and Signals Design Manual and submit a Plan of Record to the Signal Design Section.
- Pavement markings are existing.



OASIS 2070L TIMING CHART

FEATURE	PHASE			
	2	4	6	8
Min Green 1 *	10	7	10	7
Extension 1 *	3.0	1.0	3.0	1.0
Max Green 1 *	45	20	45	20
Yellow Clearance	4.0	4.0	4.0	4.0
Red Clearance	1.5	2.0	1.5	2.0
Walk 1 *	-	-	-	-
Don't Walk 1	-	-	-	-
Seconds Per Actuation *	-	-	-	-
Max Variable Initial *	-	-	-	-
Time Before Reduction *	-	-	-	-
Time To Reduce *	-	-	-	-
Minimum Gap	-	-	-	-
Recall Mode	MIN RECALL	-	MIN RECALL	-
Vehicle Call Memory	LOCK	-	LOCK	-
Dual Entry	-	ON	-	ON
Simultaneous Gap	ON	ON	ON	ON

* These values may be field adjusted. Do not adjust Min Green and Extension times for phases 2 and 6 lower than what is shown. Min Green for all other phases should not be lower than 4 seconds.

Plan of Record

PREPARED BY: G.D. Bruns DATE: September 2010
 REVIEWED BY: P.L. Alexander DATE: October 2010
 SIGNATURE: [Signature] DATE: 10/25/10
 COMMENTS:

2070 Upgrade

This plan of record reflects existing field conditions as submitted by field personnel. This plan may have been modified from the original grade.

LEGEND

PROPOSED	EXISTING
○ Traffic Signal Head	● N/A
○ Modified Signal Head	○ N/A
○ Sign	○ N/A
○ Pedestrian Signal Head With Push Button & Sign	○ N/A
○ Signal Pole with Guy	○ N/A
○ Signal Pole with Sidewalk Guy	○ N/A
○ Inductive Loop Detector	○ N/A
○ Controller & Cabinet	○ N/A
○ Junction Box	○ N/A
○ 2-in Underground Conduit	○ N/A
○ Right of Way	○ N/A
○ Directional Arrow	○ N/A

Plan of Record



















Prepared in the Office of
 SR 1003 (Buffalo Road)
 At
 SR 1921 (Hospital Road) / Hospital Road
 Division 04 Johnston County Smithfield
 PLAN DATE: February 2001 REVIEWED BY: A.L. Grandy
 PREPARED BY: B.P. Smith REVIEWED BY: [Signature]
 REVISIONS: [Table with columns for REVISIONS, INIT., DATE]
 SCALE: 1"=20'
 SEAL: [Seal area]
 Not a certified document. This document originally issued and sealed by J.B. Ross, 02/25/99 on 3/29/2001. This document shall not be considered a certified document.
 SIGNATURE: [Signature] DATE: [Date]
 SIG. INVENTORY NO. 04-0964

CAPACITY ANALYSIS CALCULATIONS

BUFFALO ROAD & HOSPITAL ROAD

Lanes, Volumes, Timings
1: Buffalo Road & 2nd Street /Hospital Road

Existing (2018) AM
09/28/2018

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	25	100	1	8	61	45	1	94	27	164	223	76
Future Volume (vph)	25	100	1	8	61	45	1	94	27	164	223	76
Ideal Flow (vphp)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	125		0	225		0
Storage Lanes	0		0	0		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.999			0.947			0.966			0.962	
Flt Protected		0.990			0.996		0.950			0.950		
Satd. Flow (prot)	0	1842	0	0	1757	0	1770	1799	0	1770	1792	0
Flt Permitted		0.897			0.960		0.560			0.671		
Satd. Flow (perm)	0	1669	0	0	1693	0	1043	1799	0	1250	1792	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		25			35			35			45	
Link Distance (ft)		986			1774			1043			1723	
Travel Time (s)		26.9			34.6			20.3			26.1	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	28	111	1	9	68	50	1	104	30	182	248	84
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	140	0	0	127	0	1	134	0	182	332	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		2	2		6	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		10.0	10.0		10.0	10.0	
Minimum Split (s)	13.0	13.0		13.0	13.0		15.5	15.5		15.5	15.5	
Total Split (s)	20.0	20.0		20.0	20.0		45.0	45.0		45.0	45.0	
Total Split (%)	30.8%	30.8%		30.8%	30.8%		69.2%	69.2%		69.2%	69.2%	
Maximum Green (s)	14.0	14.0		14.0	14.0		39.5	39.5		39.5	39.5	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		-1.0			-1.0		-0.5	-0.5		-0.5	-0.5	
Total Lost Time (s)		5.0			5.0		5.0	5.0		5.0	5.0	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	1.0	1.0		1.0	1.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		Min	Min		Min	Min	
Act Effct Green (s)		8.8			8.8		19.1	19.1		19.1	19.1	
Actuated g/C Ratio		0.30			0.30		0.65	0.65		0.65	0.65	
v/c Ratio		0.28			0.25		0.00	0.11		0.22	0.28	
Control Delay		11.0			10.7		5.0	5.6		6.5	6.3	
Queue Delay		0.0			0.0		0.0	0.0		0.0	0.0	
Total Delay		11.0			10.7		5.0	5.6		6.5	6.3	
LOS		B			B		A	A		A	A	
Approach Delay		11.0			10.7			5.6			6.4	
Approach LOS		B			B			A			A	

North 2nd Street Closure 09/28/2018 Existing (2018) AM
RKA

Lanes, Volumes, Timings
 1: Buffalo Road & 2nd Street /Hospital Road

Existing (2018) AM
 09/28/2018

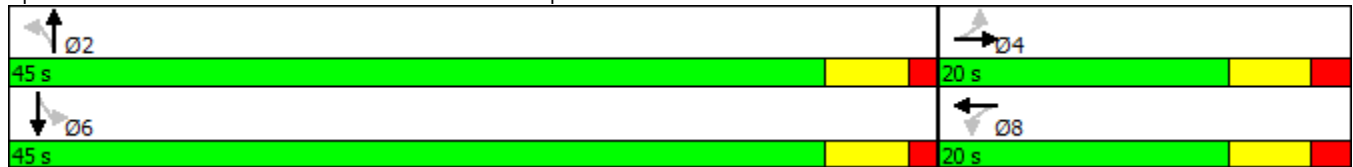
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (ft)		16			14		0	12		18	34	
Queue Length 95th (ft)		52			48		1	33		48	78	
Internal Link Dist (ft)		906			1694			963			1643	
Turn Bay Length (ft)							125			225		
Base Capacity (vph)		906			919		1043	1799		1250	1792	
Starvation Cap Reductn		0			0		0	0		0	0	
Spillback Cap Reductn		0			0		0	0		0	0	
Storage Cap Reductn		0			0		0	0		0	0	
Reduced v/c Ratio		0.15			0.14		0.00	0.07		0.15	0.19	

Intersection Summary

Area Type: Other
 Cycle Length: 65
 Actuated Cycle Length: 29.2
 Natural Cycle: 40
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 0.28
 Intersection Signal Delay: 7.6
 Intersection Capacity Utilization 50.4%
 Analysis Period (min) 15
 Description: 04-0964

Intersection LOS: A
 ICU Level of Service A

Splits and Phases: 1: Buffalo Road & 2nd Street /Hospital Road



Lanes, Volumes, Timings
1: Buffalo Road & 2nd Street /Hospital Road

Existing (2018) PM
09/28/2018

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	54	47	4	12	119	160	1	245	35	91	148	48
Future Volume (vph)	54	47	4	12	119	160	1	245	35	91	148	48
Ideal Flow (vphp)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	125		0	225		0
Storage Lanes	0		0	0		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.995			0.926			0.981			0.963	
Flt Protected		0.975			0.998		0.950			0.950		
Satd. Flow (prot)	0	1807	0	0	1721	0	1770	1827	0	1770	1794	0
Flt Permitted		0.761			0.985		0.622			0.571		
Satd. Flow (perm)	0	1410	0	0	1699	0	1159	1827	0	1064	1794	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		25			35			35			45	
Link Distance (ft)		986			1774			1043			1723	
Travel Time (s)		26.9			34.6			20.3			26.1	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	60	52	4	13	132	178	1	272	39	101	164	53
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	116	0	0	323	0	1	311	0	101	217	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		2	2		6	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		10.0	10.0		10.0	10.0	
Minimum Split (s)	13.0	13.0		13.0	13.0		15.5	15.5		15.5	15.5	
Total Split (s)	20.0	20.0		20.0	20.0		45.0	45.0		45.0	45.0	
Total Split (%)	30.8%	30.8%		30.8%	30.8%		69.2%	69.2%		69.2%	69.2%	
Maximum Green (s)	14.0	14.0		14.0	14.0		39.5	39.5		39.5	39.5	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		-1.0			-1.0		-0.5	-0.5		-0.5	-0.5	
Total Lost Time (s)		5.0			5.0		5.0	5.0		5.0	5.0	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	1.0	1.0		1.0	1.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		Min	Min		Min	Min	
Act Effct Green (s)		11.8			11.8		12.2	12.2		12.2	12.2	
Actuated g/C Ratio		0.35			0.35		0.36	0.36		0.36	0.36	
v/c Ratio		0.24			0.55		0.00	0.48		0.27	0.34	
Control Delay		9.7			13.4		8.0	11.9		10.6	10.3	
Queue Delay		0.0			0.0		0.0	0.0		0.0	0.0	
Total Delay		9.7			13.4		8.0	11.9		10.6	10.3	
LOS		A			B		A	B		B	B	
Approach Delay		9.7			13.4			11.9			10.4	
Approach LOS		A			B			B			B	

North 2nd Street Closure 09/28/2018 Existing (2018) PM
RKA

Lanes, Volumes, Timings
 1: Buffalo Road & 2nd Street /Hospital Road

Existing (2018) PM
 09/28/2018

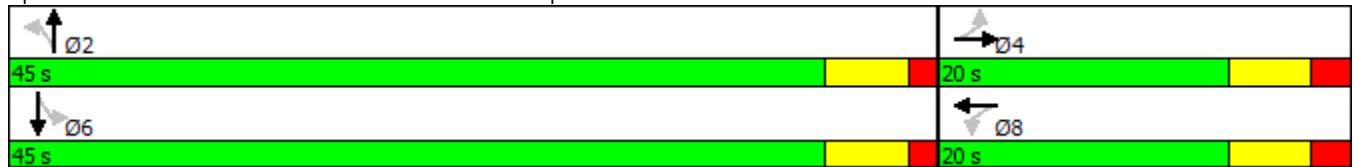
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (ft)		14			43		0	42		12	28	
Queue Length 95th (ft)		42			108		2	98		39	68	
Internal Link Dist (ft)		906			1694			963			1643	
Turn Bay Length (ft)							125			225		
Base Capacity (vph)		629			758		1155	1822		1061	1789	
Starvation Cap Reductn		0			0		0	0		0	0	
Spillback Cap Reductn		0			0		0	0		0	0	
Storage Cap Reductn		0			0		0	0		0	0	
Reduced v/c Ratio		0.18			0.43		0.00	0.17		0.10	0.12	

Intersection Summary

Area Type: Other
 Cycle Length: 65
 Actuated Cycle Length: 34.1
 Natural Cycle: 40
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 0.55
 Intersection Signal Delay: 11.7
 Intersection Capacity Utilization 62.6%
 Analysis Period (min) 15
 Description: 04-0964

Intersection LOS: B
 ICU Level of Service B



















Splits and Phases: 1: Buffalo Road & 2nd Street /Hospital Road



Lanes, Volumes, Timings
1: Buffalo Road & 2nd Street /Hospital Road

Existing (2018) AM with Diverted Trips

09/28/2018

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	25	100	1	69	61	45	1	118	124	164	297	76
Future Volume (vph)	25	100	1	69	61	45	1	118	124	164	297	76
Ideal Flow (vphp)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	125		0	225		0
Storage Lanes	0		0	0		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.999			0.965			0.923			0.970	
Flt Protected		0.990			0.981		0.950			0.950		
Satd. Flow (prot)	0	1842	0	0	1763	0	1770	1719	0	1770	1807	0
Flt Permitted		0.907			0.810		0.506			0.594		
Satd. Flow (perm)	0	1688	0	0	1456	0	943	1719	0	1106	1807	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		25			35			35			45	
Link Distance (ft)		986			1774			1043			1723	
Travel Time (s)		26.9			34.6			20.3			26.1	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	28	111	1	77	68	50	1	131	138	182	330	84
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	140	0	0	195	0	1	269	0	182	414	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		2	2		6	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		10.0	10.0		10.0	10.0	
Minimum Split (s)	13.0	13.0		13.0	13.0		15.5	15.5		15.5	15.5	
Total Split (s)	20.0	20.0		20.0	20.0		45.0	45.0		45.0	45.0	
Total Split (%)	30.8%	30.8%		30.8%	30.8%		69.2%	69.2%		69.2%	69.2%	
Maximum Green (s)	14.0	14.0		14.0	14.0		39.5	39.5		39.5	39.5	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		-1.0			-1.0		-0.5	-0.5		-0.5	-0.5	
Total Lost Time (s)		5.0			5.0		5.0	5.0		5.0	5.0	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	1.0	1.0		1.0	1.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		Min	Min		Min	Min	
Act Effct Green (s)		9.9			9.9		19.1	19.1		19.1	19.1	
Actuated g/C Ratio		0.28			0.28		0.54	0.54		0.54	0.54	
v/c Ratio		0.29			0.48		0.00	0.29		0.30	0.42	
Control Delay		12.7			15.8		6.0	7.8		8.9	8.9	
Queue Delay		0.0			0.0		0.0	0.0		0.0	0.0	
Total Delay		12.7			15.8		6.0	7.8		8.9	8.9	
LOS		B			B		A	A		A	A	
Approach Delay		12.7			15.8			7.8			8.9	
Approach LOS		B			B			A			A	

North 2nd Street Closure 09/28/2018 Existing (2018) AM with Diverted Trips
RKA

Lanes, Volumes, Timings
 1: Buffalo Road & 2nd Street /Hospital Road

Existing (2018) AM with Diverted Trips
 09/28/2018

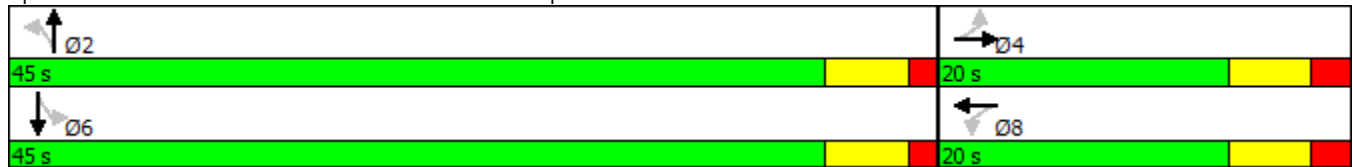
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (ft)		18			27		0	28		19	47	
Queue Length 95th (ft)		60			85		2	80		63	127	
Internal Link Dist (ft)		906			1694			963			1643	
Turn Bay Length (ft)							125			225		
Base Capacity (vph)		742			640		917	1672		1076	1758	
Starvation Cap Reductn		0			0		0	0		0	0	
Spillback Cap Reductn		0			0		0	0		0	0	
Storage Cap Reductn		0			0		0	0		0	0	
Reduced v/c Ratio		0.19			0.30		0.00	0.16		0.17	0.24	

Intersection Summary

Area Type: Other
 Cycle Length: 65
 Actuated Cycle Length: 35.1
 Natural Cycle: 40
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 0.48
 Intersection Signal Delay: 10.2
 Intersection Capacity Utilization 57.5%
 Analysis Period (min) 15
 Description: 04-0964

Intersection LOS: B
 ICU Level of Service B



















Splits and Phases: 1: Buffalo Road & 2nd Street /Hospital Road



Lanes, Volumes, Timings
1: Buffalo Road & 2nd Street /Hospital Road

Existing (2018) PM with Diverted Trips

09/28/2018

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	54	47	4	130	119	160	1	298	82	91	196	48
Future Volume (vph)	54	47	4	130	119	160	1	298	82	91	196	48
Ideal Flow (vphp)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	125		0	225		0
Storage Lanes	0		0	0		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.995			0.947			0.968			0.971	
Flt Protected		0.975			0.984		0.950			0.950		
Satd. Flow (prot)	0	1807	0	0	1736	0	1770	1803	0	1770	1809	0
Flt Permitted		0.719			0.850		0.593			0.422		
Satd. Flow (perm)	0	1333	0	0	1499	0	1105	1803	0	786	1809	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		25			35			35			45	
Link Distance (ft)		986			1774			1043			1723	
Travel Time (s)		26.9			34.6			20.3			26.1	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	60	52	4	144	132	178	1	331	91	101	218	53
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	116	0	0	454	0	1	422	0	101	271	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		2	2		6	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		10.0	10.0		10.0	10.0	
Minimum Split (s)	13.0	13.0		13.0	13.0		15.5	15.5		15.5	15.5	
Total Split (s)	20.0	20.0		20.0	20.0		45.0	45.0		45.0	45.0	
Total Split (%)	30.8%	30.8%		30.8%	30.8%		69.2%	69.2%		69.2%	69.2%	
Maximum Green (s)	14.0	14.0		14.0	14.0		39.5	39.5		39.5	39.5	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		-1.0			-1.0		-0.5	-0.5		-0.5	-0.5	
Total Lost Time (s)		5.0			5.0		5.0	5.0		5.0	5.0	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	1.0	1.0		1.0	1.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		Min	Min		Min	Min	
Act Effct Green (s)		15.1			15.1		14.7	14.7		14.7	14.7	
Actuated g/C Ratio		0.38			0.38		0.37	0.37		0.37	0.37	
v/c Ratio		0.23			0.80		0.00	0.64		0.35	0.41	
Control Delay		11.5			28.0		7.0	15.0		12.5	11.1	
Queue Delay		0.0			0.0		0.0	0.0		0.0	0.0	
Total Delay		11.5			28.0		7.0	15.0		12.5	11.1	
LOS		B			C		A	B		B	B	
Approach Delay		11.5			28.0			15.0			11.5	
Approach LOS		B			C			B			B	

North 2nd Street Closure 09/28/2018 Existing (2018) PM with Diverted Trips
RKA

Lanes, Volumes, Timings
 1: Buffalo Road & 2nd Street /Hospital Road

Existing (2018) PM with Diverted Trips
 09/28/2018

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (ft)		16			82		0	73		15	42	
Queue Length 95th (ft)		53			#261		2	134		41	82	
Internal Link Dist (ft)		906			1694			963			1643	
Turn Bay Length (ft)							125			225		
Base Capacity (vph)		504			567		1067	1741		759	1746	
Starvation Cap Reductn		0			0		0	0		0	0	
Spillback Cap Reductn		0			0		0	0		0	0	
Storage Cap Reductn		0			0		0	0		0	0	
Reduced v/c Ratio		0.23			0.80		0.00	0.24		0.13	0.16	

Intersection Summary

Area Type: Other
 Cycle Length: 65
 Actuated Cycle Length: 39.9
 Natural Cycle: 45
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 0.80
 Intersection Signal Delay: 18.0
 Intersection Capacity Utilization 66.9%
 Analysis Period (min) 15
 Description: 04-0964
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Intersection LOS: B
 ICU Level of Service C

Splits and Phases: 1: Buffalo Road & 2nd Street /Hospital Road



CAPACITY ANALYSIS CALCULATIONS

BUFFALO ROAD

&

NORTH STREET

Intersection

Int Delay, s/veh 5.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↔	↔		↔	↔
Traffic Vol, veh/h	71	161	52	48	121	115
Future Vol, veh/h	71	161	52	48	121	115
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	225
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	79	179	58	53	134	128

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	111	0	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	4.12	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	2.218	-	-
Pot Cap-1 Maneuver	1479	-	-
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1479	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	2.3	0	11.5
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1479	-	-	-	554	975
HCM Lane V/C Ratio	0.053	-	-	-	0.243	0.131
HCM Control Delay (s)	7.6	0	-	-	13.6	9.2
HCM Lane LOS	A	A	-	-	B	A
HCM 95th %tile Q(veh)	0.2	-	-	-	0.9	0.5

Intersection

Int Delay, s/veh	4.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↔	↔		↔	↔
Traffic Vol, veh/h	139	139	143	122	73	108
Future Vol, veh/h	139	139	143	122	73	108
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	225
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	154	154	159	136	81	120

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	294	0	0	690	227
Stage 1	-	-	-	227	-
Stage 2	-	-	-	463	-
Critical Hdwy	4.12	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	3.518	3.318
Pot Cap-1 Maneuver	1268	-	-	411	812
Stage 1	-	-	-	811	-
Stage 2	-	-	-	634	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1268	-	-	356	812
Mov Cap-2 Maneuver	-	-	-	356	-
Stage 1	-	-	-	811	-
Stage 2	-	-	-	550	-

Approach	EB	WB	SB
HCM Control Delay, s	4.1	0	13.4
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1268	-	-	-	356	812
HCM Lane V/C Ratio	0.122	-	-	-	0.228	0.148
HCM Control Delay (s)	8.2	0	-	-	18.1	10.2
HCM Lane LOS	A	A	-	-	C	B
HCM 95th %tile Q(veh)	0.4	-	-	-	0.9	0.5

Intersection

Int Delay, s/veh	8.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↔	↔		↔	↔
Traffic Vol, veh/h	192	161	52	48	121	250
Future Vol, veh/h	192	161	52	48	121	250
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	225
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	213	179	58	53	134	278

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	111	0	0	690	84
Stage 1	-	-	-	84	-
Stage 2	-	-	-	606	-
Critical Hdwy	4.12	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	3.518	3.318
Pot Cap-1 Maneuver	1479	-	-	411	975
Stage 1	-	-	-	939	-
Stage 2	-	-	-	545	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1479	-	-	345	975
Mov Cap-2 Maneuver	-	-	-	345	-
Stage 1	-	-	-	939	-
Stage 2	-	-	-	458	-

Approach	EB	WB	SB
HCM Control Delay, s	4.3	0	14
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1479	-	-	-	345	975
HCM Lane V/C Ratio	0.144	-	-	-	0.39	0.285
HCM Control Delay (s)	7.8	0	-	-	21.9	10.2
HCM Lane LOS	A	A	-	-	C	B
HCM 95th %tile Q(veh)	0.5	-	-	-	1.8	1.2

Intersection

Int Delay, s/veh 7.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↔	↔		↔	↔
Traffic Vol, veh/h	239	139	143	122	73	274
Future Vol, veh/h	239	139	143	122	73	274
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	225
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	266	154	159	136	81	304

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	294	0	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	4.12	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	2.218	-	-
Pot Cap-1 Maneuver	1268	-	-
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1268	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	5.4	0	15.5
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1268	-	-	-	234	812
HCM Lane V/C Ratio	0.209	-	-	-	0.347	0.375
HCM Control Delay (s)	8.6	0	-	-	28.3	12.1
HCM Lane LOS	A	A	-	-	D	B
HCM 95th %tile Q(veh)	0.8	-	-	-	1.5	1.8

CAPACITY ANALYSIS CALCULATIONS

NORTH STREET

&

N 3RD STREET

Intersection

Int Delay, s/veh 3.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	176	2	111	56	1	56
Future Vol, veh/h	176	2	111	56	1	56
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	196	2	123	62	1	62

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	198
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1375
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1375
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	5.2	9.7
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	833	-	-	1375	-
HCM Lane V/C Ratio	0.076	-	-	0.09	-
HCM Control Delay (s)	9.7	-	-	7.9	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0.3	-

Intersection

Int Delay, s/veh 4.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	141	5	110	141	2	137
Future Vol, veh/h	141	5	110	141	2	137
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	157	6	122	157	2	152

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	162
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1417
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1417
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	3.4	10
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	873	-	-	1417	-
HCM Lane V/C Ratio	0.177	-	-	0.086	-
HCM Control Delay (s)	10	-	-	7.8	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	-	-	0.3	-

Intersection

Int Delay, s/veh 2.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	297	2	111	191	1	56
Future Vol, veh/h	297	2	111	191	1	56
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	330	2	123	212	1	62

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	332	0	790
Stage 1	-	-	-	-	331
Stage 2	-	-	-	-	459
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1227	-	359
Stage 1	-	-	-	-	728
Stage 2	-	-	-	-	636
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1227	-	318
Mov Cap-2 Maneuver	-	-	-	-	318
Stage 1	-	-	-	-	728
Stage 2	-	-	-	-	563

Approach	EB	WB	NB
HCM Control Delay, s	0	3	10.7
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	696	-	-	1227	-
HCM Lane V/C Ratio	0.091	-	-	0.101	-
HCM Control Delay (s)	10.7	-	-	8.3	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.3	-	-	0.3	-

Intersection

Int Delay, s/veh 3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	241	5	110	307	2	137
Future Vol, veh/h	241	5	110	307	2	137
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	268	6	122	341	2	152

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	273
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1290
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1290
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	2.1	11
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	750	-	-	1290	-
HCM Lane V/C Ratio	0.206	-	-	0.095	-
HCM Control Delay (s)	11	-	-	8.1	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.8	-	-	0.3	-

CAPACITY ANALYSIS CALCULATIONS




NORTH STREET

&

N 2ND STREET

Intersection




Intersection Delay, s/veh	8.8
Intersection LOS	A

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	52	5	121	175	3	135
Future Vol, veh/h	52	5	121	175	3	135
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	58	6	134	194	3	150
Number of Lanes	1	0	1	0	0	1
Approach	WB		NB		SB	
Opposing Approach			SB		NB	
Opposing Lanes	0		1		1	
Conflicting Approach Left	NB				WB	
Conflicting Lanes Left	1		0		1	
Conflicting Approach Right	SB		WB			
Conflicting Lanes Right	1		1		0	
HCM Control Delay	8.6		9.1		8.4	
HCM LOS	A		A		A	

Lane	NBLn1	WBLn1	SBLn1
Vol Left, %	0%	91%	2%
Vol Thru, %	41%	0%	98%
Vol Right, %	59%	9%	0%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	296	57	138
LT Vol	0	52	3
Through Vol	121	0	135
RT Vol	175	5	0
Lane Flow Rate	329	63	153
Geometry Grp	1	1	1
Degree of Util (X)	0.357	0.089	0.188
Departure Headway (Hd)	3.907	5.059	4.411
Convergence, Y/N	Yes	Yes	Yes
Cap	924	709	816
Service Time	1.917	3.084	2.425
HCM Lane V/C Ratio	0.356	0.089	0.188
HCM Control Delay	9.1	8.6	8.4
HCM Lane LOS	A	A	A
HCM 95th-tile Q	1.6	0.3	0.7

Intersection




Intersection Delay, s/veh	9.3
Intersection LOS	A

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	142	1	100	144	2	166
Future Vol, veh/h	142	1	100	144	2	166
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	158	1	111	160	2	184
Number of Lanes	1	0	1	0	0	1
Approach	WB		NB		SB	
Opposing Approach			SB		NB	
Opposing Lanes	0		1		1	
Conflicting Approach Left	NB				WB	
Conflicting Lanes Left	1		0		1	
Conflicting Approach Right	SB		WB			
Conflicting Lanes Right	1		1		0	
HCM Control Delay	9.7		9.2		9.2	
HCM LOS	A		A		A	

Lane	NBLn1	WBLn1	SBLn1
Vol Left, %	0%	99%	1%
Vol Thru, %	41%	0%	99%
Vol Right, %	59%	1%	0%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	244	143	168
LT Vol	0	142	2
Through Vol	100	0	166
RT Vol	144	1	0
Lane Flow Rate	271	159	187
Geometry Grp	1	1	1
Degree of Util (X)	0.318	0.226	0.241
Departure Headway (Hd)	4.217	5.122	4.642
Convergence, Y/N	Yes	Yes	Yes
Cap	851	699	773
Service Time	2.247	3.17	2.678
HCM Lane V/C Ratio	0.318	0.227	0.242
HCM Control Delay	9.2	9.7	9.2
HCM Lane LOS	A	A	A
HCM 95th-tile Q	1.4	0.9	0.9

Intersection




Intersection Delay, s/veh	9.4
Intersection LOS	A

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	187	5	4	296	3	4
Future Vol, veh/h	187	5	4	296	3	4
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	208	6	4	329	3	4
Number of Lanes	1	0	1	0	0	1
Approach	WB		NB		SB	
Opposing Approach			SB		NB	
Opposing Lanes	0		1		1	
Conflicting Approach Left	NB				WB	
Conflicting Lanes Left	1		0		1	
Conflicting Approach Right	SB		WB			
Conflicting Lanes Right	1		1		0	
HCM Control Delay	9.8		9.1		8	
HCM LOS	A		A		A	

Lane	NBLn1	WBLn1	SBLn1
Vol Left, %	0%	97%	43%
Vol Thru, %	1%	0%	57%
Vol Right, %	99%	3%	0%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	300	192	7
LT Vol	0	187	3
Through Vol	4	0	4
RT Vol	296	5	0
Lane Flow Rate	333	213	8
Geometry Grp	1	1	1
Degree of Util (X)	0.361	0.287	0.011
Departure Headway (Hd)	3.899	4.838	4.899
Convergence, Y/N	Yes	Yes	Yes
Cap	923	747	730
Service Time	1.915	2.838	2.932
HCM Lane V/C Ratio	0.361	0.285	0.011
HCM Control Delay	9.1	9.8	8
HCM Lane LOS	A	A	A
HCM 95th-tile Q	1.7	1.2	0

Intersection

Intersection Delay, s/veh	10.6
Intersection LOS	B

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	308	1	4	244	2	4
Future Vol, veh/h	308	1	4	244	2	4
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	342	1	4	271	2	4
Number of Lanes	1	0	1	0	0	1
Approach	WB		NB		SB	
Opposing Approach			SB		NB	
Opposing Lanes	0		1		1	
Conflicting Approach Left	NB				WB	
Conflicting Lanes Left	1		0		1	
Conflicting Approach Right	SB		WB			
Conflicting Lanes Right	1		1		0	
HCM Control Delay	11.7		9.2		8.3	
HCM LOS	B		A		A	

Lane	NBLn1	WBLn1	SBLn1
Vol Left, %	0%	100%	33%
Vol Thru, %	2%	0%	67%
Vol Right, %	98%	0%	0%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	248	309	6
LT Vol	0	308	2
Through Vol	4	0	4
RT Vol	244	1	0
Lane Flow Rate	276	343	7
Geometry Grp	1	1	1
Degree of Util (X)	0.323	0.452	0.01
Departure Headway (Hd)	4.218	4.738	5.18
Convergence, Y/N	Yes	Yes	Yes
Cap	854	759	689
Service Time	2.24	2.781	3.225
HCM Lane V/C Ratio	0.323	0.452	0.01
HCM Control Delay	9.2	11.7	8.3
HCM Lane LOS	A	B	A
HCM 95th-tile Q	1.4	2.4	0



November 8, 2018

Mr. Ted Credle
Director of Public Utilities
Town of Smithfield
PO Box 761
Smithfield, NC 27577

RE: Water Rate Analysis with Water Treatment Plant Debt Service

Dear Mr. Credle:

Please accept this report summarizing our analysis of the Town's existing water rates to determine if rate adjustments may be required to assimilate the new \$12.05 million State Reserve Project loan.

Objective

The objective of this analysis was to project water system enterprise fund expenditures and revenues for the forthcoming five year period and determines what rate adjustment, if any, is needed to assimilate a new \$12.05 million loan from the State Reserve Fund. The analysis is based on enterprise fund budget and water consumption data contained in the former 2016 Water and Sewer Rate Study prepared for the Town by The Wooten Company.

Methodology

Annual expenditures for the Water/Sewer Fund and Water Treatment Plant Fund were segregated into three categories – Operations, Capital Outlay and Debt Service. For the forthcoming five year period, operational costs were increased at 2% annually. Capital outlay costs for both funds were pulled from the updated 10 year capital improvements plan provided by the Town and assigned to the appropriate fiscal year. Existing debt service payments will expire in FY 2020-21 and the Town will incur the new debt service payment for the Water Treatment Plant during that same year. Over the five year planning period, expenditures are expected to range from \$4.75 million in FY 2018-19 to \$5.94 million in FY 2020-21 as shown in Exhibit 1, and average \$5.25 million annually. After annual average non-sales revenues of \$27,500 are applied, the average expenditures to be collected through water charges is \$5.23 million.

Annual water consumption estimates for the five year planning period was based on information from the 2016 Rate Study. Consumption for the residential, commercial and irrigation classes is expected to increase 2.45% annually generally in accordance with the State Data Center's population projection for Johnston County. Institutional and industrial consumption is conservatively estimated to increase by 1.5%. Lastly, wholesale consumption by Johnston County is also projected to increase at the same 2.45% level per year using 2017-2018 water sales as the base consumption. Total billed water consumption is projected to increase from 1.44 MGD in FY 2018-19 to 1.58 MGD in FY 2022-23.

For each fiscal year, the difference in projected revenues and projected expenditures was estimated to determine if a rate adjustment is necessary for the water fund to remain self-sustaining. Dividing the net difference by total consumption generates a surplus/[deficit] unit cost per 1,000 gallons.

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Results

The analysis indicates that \$300,000 in additional revenues is needed in the five year planning period to cover anticipated operations, capital outlay and debt service costs. Planning years 1, 3 and 5 will experience slight surpluses while planning years 3 and 4 will experience deficits that exceed the surplus years by \$300,000.

No adjustment in water rates will be required for FY 2018-19, 2019-2020 or 2022-23, but adjustments will be necessary for FY 2020-21 and 2021-22. On average the required rate adjustment is an increase of \$0.44 per 1,000 gallons consumption, but ranges from a deficit of [\$1.08] per gallon in FY 2020-21 to a surplus of \$0.89 per gallon in FY 2022-23. This excludes any adjustment to Johnston County's wholesale rate. Note this number could fluctuate based on actual operations, capital outlay and debt service costs and water consumption.

Recommendations

Our recommendations assume that the Town desires to be financially-solvent within its water system enterprise funds over the forthcoming five year planning period.

1. If no adjustments are made to anticipated annual expenditures or non-sales revenues, the water rate for all customer classes (excluding Johnston County) should be increased by \$0.44 per 1,000 gallons to account for the new \$12.03 million loan. Budget surpluses in planning years 1, 2 and 5 would offset budget deficits in years 3 and 4.
2. One method to avoid a rate adjustment is to reduce the combined capital outlay requirements in FY 2020-21 and FY 2021-22 from \$4.53 million to \$4.23 million. If the capital outlay requirements can be reduced by \$300,000 or reallocated to subsequent fiscal years, a rate increase can be avoided and the Town should be able to adequately cover the new debt service payment.
3. Likewise, a 4.5% annual increase in total water sales through any combination of customer classes could offset the necessary rate adjustment; however, this represents a 30% increase in water sales over the current billed consumption of 1.44 MGD.
4. In lieu of adjustments to the unit rate, capital outlay or water sales - a \$300,000 transfer of external funds into the water enterprise funds would also offset any need for a water rate adjustment. Note our recommendation excludes the separate bulk capacity charge of \$3.25 per gallon paid by Johnston County for an additional 1.0 MGD of future water supply (per the August 2017 Bulk Water agreement with Johnston County). It is our understanding this charge is already being dedicated/used to off-set \$3.25 million dollars of the projected \$15.3 million dollar overall treatment plant upgrade project cost.

Should you have any questions, please don't hesitate to contact us at 919.828.0531. Thank you for the opportunity to be of technical assistance to the Town of Smithfield.

Best Regards,
THE WOOTEN COMPANY

Gary D. Hartong, PE

Cc: Carl Scharfe, PE, The Wooten Company

Att: Exhibit 1 - Water Rate Analysis

120 North Boylan Avenue
Raleigh, NC 27603-1423

919.828.0531
Fax 919.834.3589

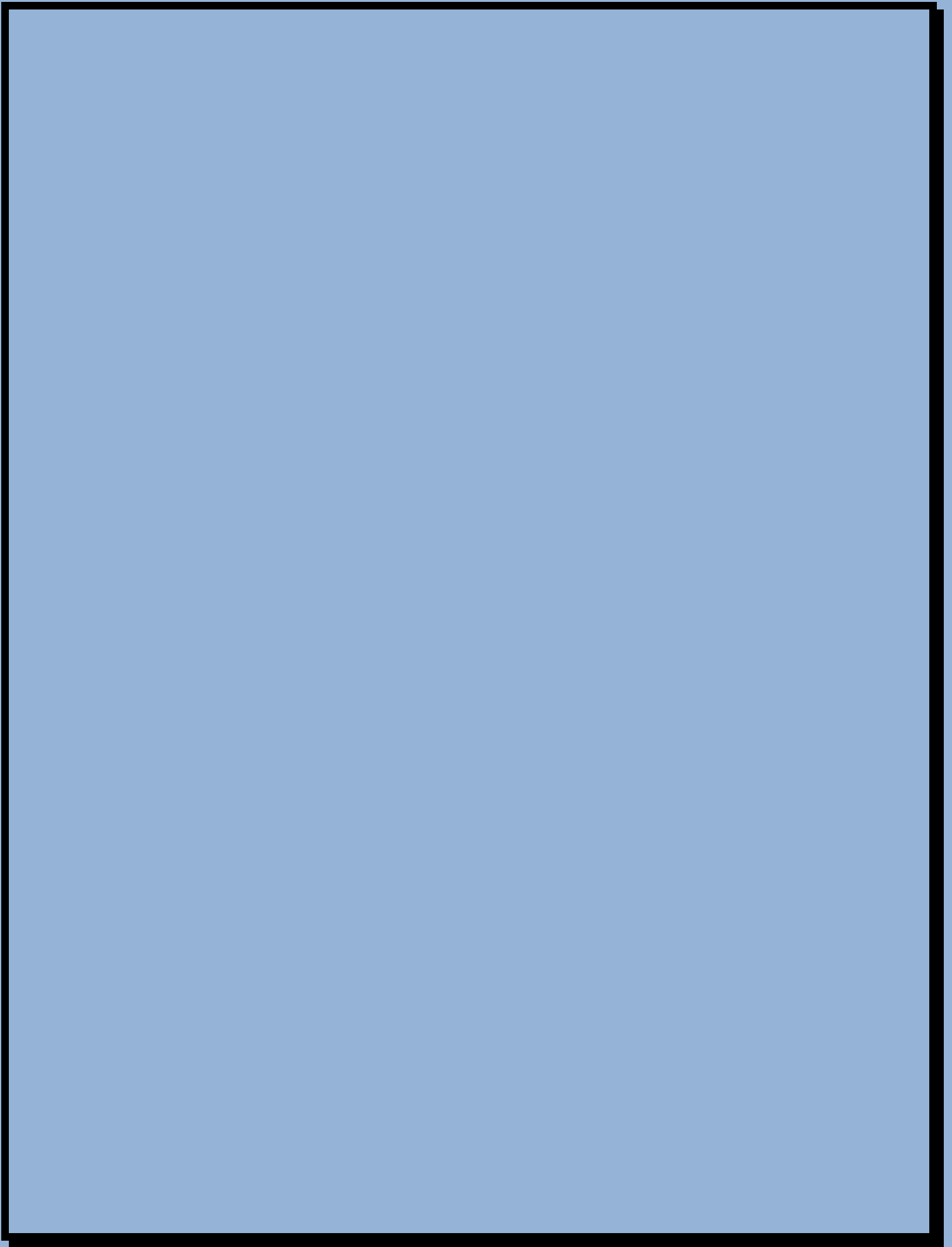
www.thewootencompany.com

Town of Smithfield, NC
Impact of WTP Loan Indebtedness
11/6/2018
GDH

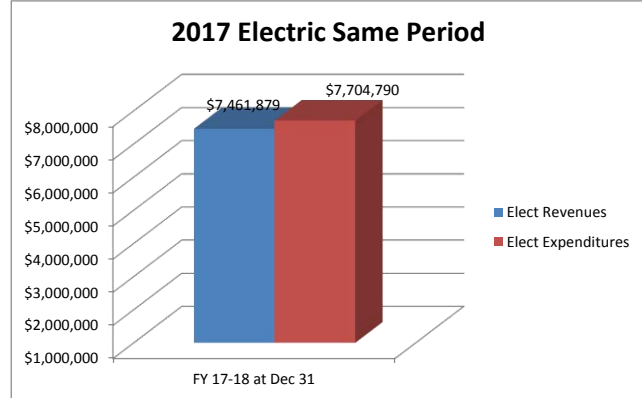
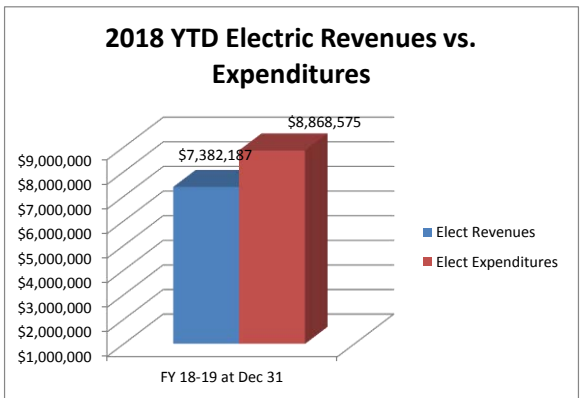
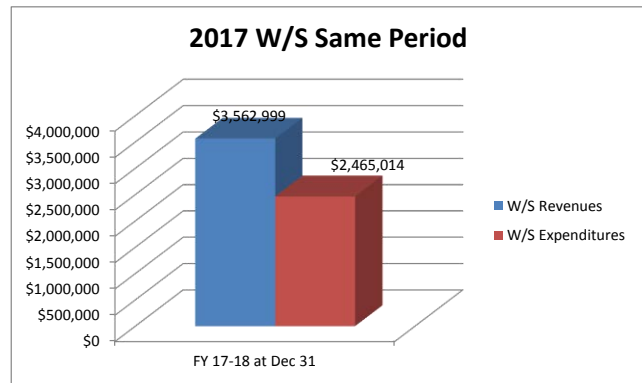
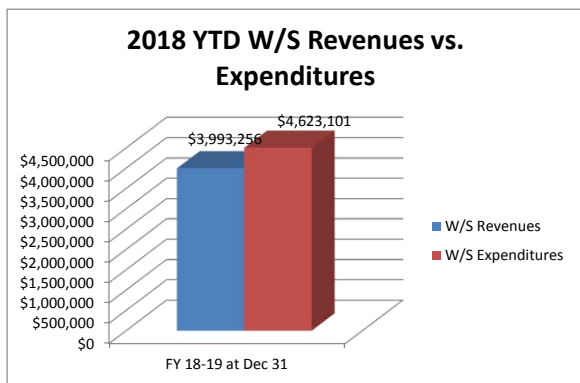
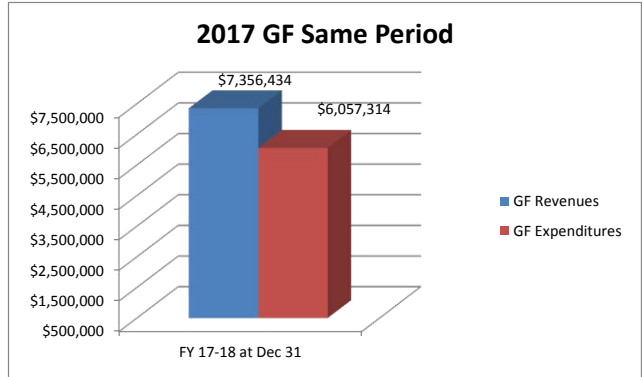
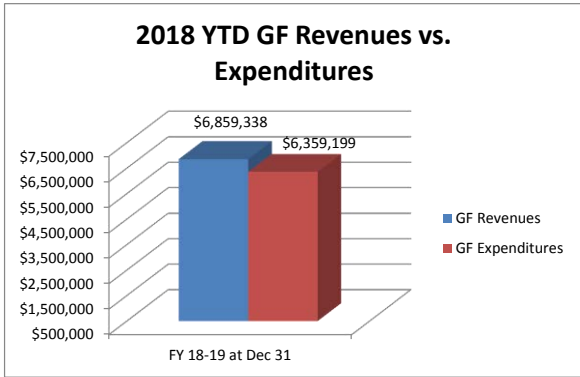
EXHIBIT 1 - WATER RATE ANALYSIS

FY	2018-19	2019-20	2020-21	2021-22	2022-23	% Annual Inc.
Expenditures	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	% Annual Inc.
Operations						
Water/Sewer	\$ 811,752	\$ 827,987	\$ 844,547	\$ 861,438	\$ 878,666	2.00%
WTP	\$ 1,705,000	\$ 1,739,100	\$ 1,773,882	\$ 1,809,360	\$ 1,845,547	2.00%
Capital Outlay						
Water/Sewer	\$ 1,045,000	\$ 1,075,000	\$ 760,000	\$ 1,175,000	\$ 1,275,000	0.00%
WTP	\$ 400,000	\$ 575,000	\$ 1,500,000	\$ 1,100,000	\$ 150,000	0.00%
Debt Service						
Existing	\$ 813,800	\$ 771,400	\$ 729,000	\$ -	\$ -	0.00%
New (WTP SRF)	\$ -	\$ -	\$ 361,100	\$ 722,300	\$ 722,300	0.00%
Total	\$ 4,775,552	\$ 4,988,487	\$ 5,968,529	\$ 5,668,097	\$ 4,871,513	
Non-Sales Revenues	\$ (26,492)	\$ (27,022)	\$ (27,562)	\$ (28,114)	\$ (28,676)	2.00%
Net Total Expenditures	\$ 4,749,060	\$ 4,961,465	\$ 5,940,967	\$ 5,639,984	\$ 4,842,838	
CFRM Consumption						
Residential	229,039	234,650	240,399	246,289	252,323	2.45%
Commercial	253,057	259,257	265,609	272,116	278,783	2.45%
Irrigation	27,626	28,303	28,996	29,707	30,434	2.45%
Institutional	20,237	20,541	20,849	21,161	21,479	1.50%
Industrial	158,916	161,300	163,719	166,175	168,668	1.50%
Johnston County - Wholesale	748,359	766,694	785,478	804,722	824,438	2.45%
Total Consumption	1,437,234	1,470,744	1,505,050	1,540,170	1,576,125	
Total Consumption exc. Johnston Co.	688,875	704,050	719,572	735,448	751,687	
Rates Analysis						
Fixed + Variable R/C/I/I Sales Revenues	\$ 3,329,453	\$ 3,462,568	\$ 3,595,682	\$ 3,728,797	\$ 3,861,911	4.0%
Johnston County Sales Revenues*	\$ 1,496,718	\$ 1,533,388	\$ 1,570,956	\$ 1,609,444	\$ 1,648,875	2.00
Total Revenues	\$ 4,826,171	\$ 4,995,955	\$ 5,166,638	\$ 5,338,240	\$ 5,510,786	
Total Surplus/(Deficit)	\$77,111	\$34,490	(\$774,329)	(\$301,743)	\$667,949	
Per Gallon Surplus/(Deficit)	\$0.11	\$0.05	(\$1.08)	(\$0.41)	\$0.89	

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
December, 2018
Gauge: 6/12 or 50 Percent

GENERAL FUND

	Frequency	Actual		
		FY '17-18	FY '18-19	Actual to Date
Revenues				
Current & Prior Year Property Taxes	Monthly	\$ -	\$ 5,663,000	\$ 3,001,645
Motor Vehicle Taxes	Monthly	-	515,000	287,838
Utility Franchise Taxes	Quarterly	-	975,000	495,553
Local Option Sales Taxes	Monthly	-	2,200,000	873,236
Aquatic and Other Recreation	Monthly	-	877,500	342,692
Sanitation	Monthly	-	1,305,500	582,014
All Other Revenues		-	1,324,996	1,276,360
Loan Proceeds		-	88,500	-
Transfers (Electric and Fire Dist.)		-	261,614	-
Fund Balance Appropriated		-	1,374,837	-
Total		\$ -	\$ 14,585,947	\$ 6,859,338

	Actual		
	FY '17-18	FY '18-19	Actual to Date
Expenditures			
General Gov.-Governing Body	\$ -	\$ 488,406	\$ 200,684
Non Departmental	-	840,906	465,377
Debt Service	-	1,003,781	733,267
Finance	-	105,501	47,869
Planning	-	646,927	247,701
Police	-	3,790,500	1,587,919
Fire	-	2,106,953	1,144,559
EMS	-	-	-
General Services/Public Works	-	546,914	234,244
Streets	-	905,643	195,974
Motor Pool/Garage	-	92,582	36,244
Powell Bill	-	582,725	15,577
Sanitation	-	1,116,768	533,868
Parks and Rec	-	1,012,771	431,461
SRAC	-	969,779	473,685
Sarah Yard Center	-	40,600	10,770
Contingency	-	335,191	-
Appropriations/Contributions	-	-	-
Total	\$ -	\$ 14,585,947	\$ 6,359,199

YTD Fund Balance Increase (Decrease)

- -

WATER AND SEWER FUND

	Actual		Budget		Actual to Date	
	FY '17-18		FY '18-19		FY '18-19	
Revenues						
Water Charges	\$ -	\$	2,852,000	\$	1,191,742	
Water Sales (Wholesale)	-	\$	1,200,000	\$	674,911	
Sewer Charges	-		3,800,000		1,918,185	
Tap Fees	-		13,000		700	
All Other Revenues (Includes Grants)	-		599,000		207,718	
Loan Proceeds	-		-		-	
Fund Balance Appropriated	-		626,432		-	
Total	\$ -	\$	9,090,432	\$	3,993,256	

	Actual		Budget		Actual to Date	
	FY '17-18		FY '18-19		FY '18-19	
Expenditures						
Water Plant (Less Transfers)	\$ -	\$	1,811,936	\$	858,126	
Water Distribution/Sewer Coll (Less Transfers)	-		4,231,837		1,880,088	
Transfer to General Fund	-		-		-	
Transfer to W/S Capital Proj. Fund	-		1,467,000		1,350,000	
Debt Service	-		1,382,896		534,887	
Contingency	-		196,763		-	
Total	\$ -	\$	9,090,432	\$	4,623,101	

ELECTRIC FUND

	Actual		Budget		Actual to Date	
	FY '17-18		FY '18-19		FY '18-19	
Revenues						
Electric Sales	\$ -	\$	16,400,000	\$	7,219,788	
Penalties	-		320,000		71,271	
All Other Revenues	-		59,000		91,129	
Loan Proceeds	-		-		-	
Fund Balance Appropriated	-		120,075		-	
Total	\$ -	\$	16,899,075	\$	7,382,188	

	Actual		Budget		Actual to Date	
	FY '17-18		FY '18-19		FY '18-19	
Expenditures						
Administration/Operations	\$ -	\$	2,195,899	\$	1,084,211	
Purchased Power - Non Demand	-		12,600,000		2,467,915	
Purchased Power - Demand	-		-		3,200,869	
Purchased Power - Debt	-		-		578,088	
Debt Service	-		359,972		351,278	
Capital Outlay	-		-		-	

Contingency	-	441,990	-
Transfers to Electric Capital Proj Fund		1,215,000	1,100,000
Transfer to Electric Capital Reserve		-	-
Transfers to General Fund	-	86,214	86,214
Total	\$ -	\$ 16,899,075	\$ 8,868,575

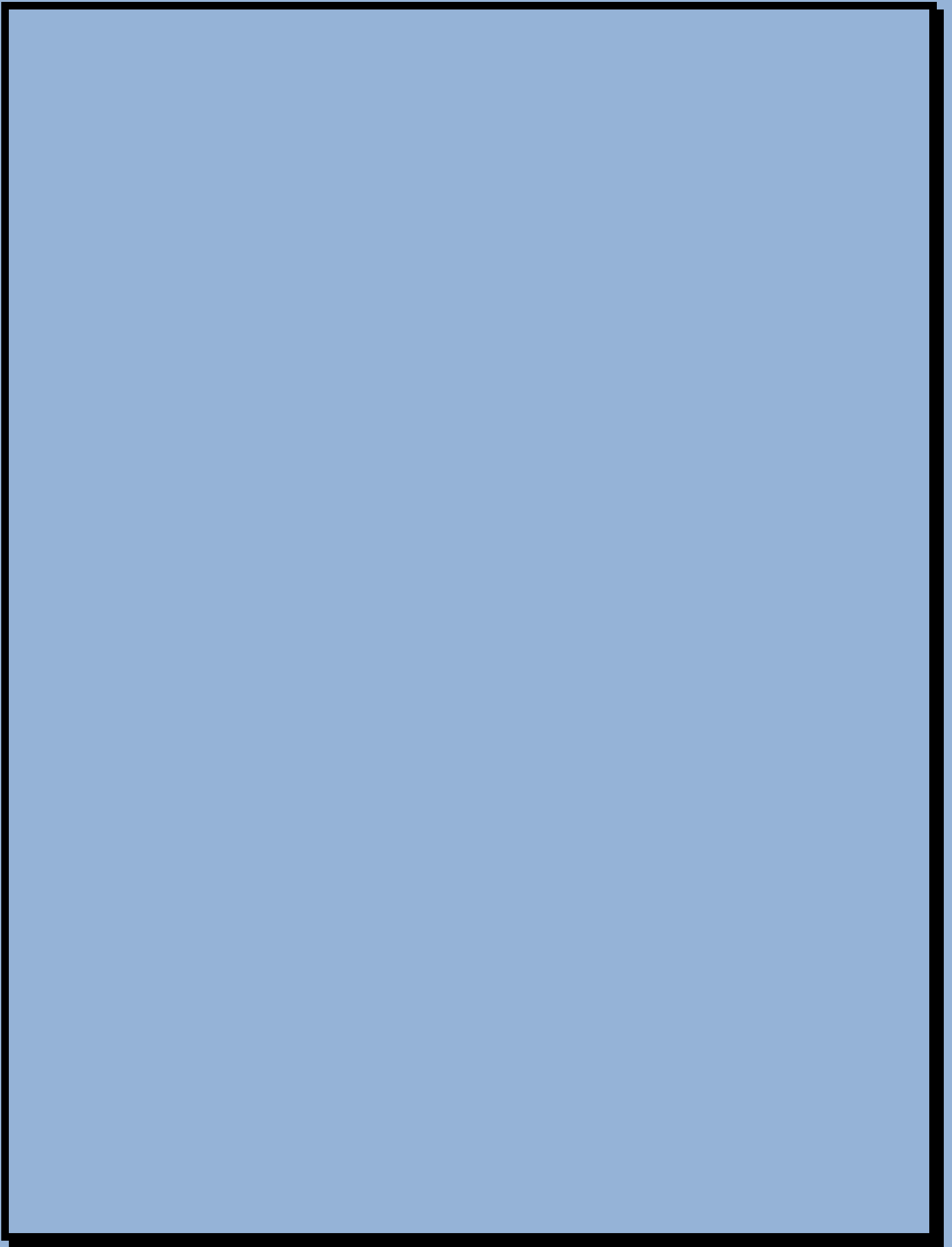
CASH AND INVESTMENTS

General Fund (Includes P. Bill)	11,035,617		
Water and Sewer Fund	6,296,524		
Electric Fund*	8,930,092		
JB George Endowment (40)	131,985		
Water Plant Expansion (43)	(206,380)		
Booker Dairy Road Fund (44)	448,851		
Capital Project Fund: Wtr/Sewer (45)	1,350,868	1st CITIZENS	22,982,082
Capital Project Fund: General (46)	568,213	NCCMT	2,318,748
Capital Project Fund: Electric (47)	1,514,489	STIFEL	-
Firemen Relief Fund (50)	150,915	KS BANK	3,729,637
Fire District Fund (51)	(79,764)	UNITED COMM	1,290,135
	179,192	PNC BANK	-
Total	<u>\$ 30,320,602</u>		<u>\$ 30,320,602</u>

*Plug

Account Balances Confirmed By Finance Director on 12/18/2018

Department Reports



Smithfield Economic Development Implementation Activities OCT/NOV 2018

1. Downtown Redevelopment – Tim and Rocky discussed the renovation/redevelopment of the Old Town Hall and the recruitment of a brewery.
 - a. Old Town Hall – the discussion centered on the current status, that is condemnation proceedings on the building have been initiated by the Town. Various strategies were explored as to what are the next steps and how to best achieve what is believed to be the optimum results, a renovated facility that is positively cash flowing to the owner(s) and positively impacting the downtown economy. It was decided to schedule meetings with several stake holders to discuss the status and get their input on the various strategies.
 - b. Brewery Attraction – Tim will attend the NC Craft Brewer’s Conference in Winston-Salem November 6-7. He will take with him info on the town and the Rose’s building. The intent is to identify a master brewer that is seeking a location to establish a brewery.
2. BRE Program – Tim and Rocky discussed the past BRE visits and identified several businesses for future visits as well as those companies where a follow-up visit was warranted. Rocky will reach out to the companies to establish or re-establish phone contact and schedule meetings over the next several months.
3. Downtown Redevelopment – Tim and Rocky discussed the proposed new jail site and the impact it would have on the downtown district. The new jail, wherever it is built, will shift the sheriff’s department offices and most of that personnel to the new location. The proposed location is close enough to Smithfield that it is likely that the town won’t experience a negative impact in the loss of lunch customers or other retail activity. However, if the proposed location is not approved, the next alternative will be farther away from Smithfield and will likely result in department personnel eating lunch and buying goods, etc. outside Smithfield. In addition, the relocation of the jail will likely result in the relocation of some if not all of the bail bond companies. This would free up several downtown buildings which could possibly be backfilled with businesses that would be more conducive to its redevelopment and revitalization, achieving a long-held goal of the DSDC. Rocky will attend the November 6th Town Council meeting and present this information if requested.
4. Town Council Meeting – Rocky attended the November 6th Town Council meeting and presented the information as to the pros of the new jail site and the relocation of the sheriff’s offices and personnel to that site and the possible negatives if the jail were relocated to an alternative site, farther from downtown Smithfield.
5. Economic Development Program Review – Tim and Rocky discussed the progress of the implementation efforts and identified activities for next month.

Smithfield Economic Development Implementation Activities NOV/DEC 2018

1. Retail Redevelopment/Downtown Development – Tim and Rocky met with Kevin Daugherty and Kevin McDonnell of Adventure Development to discuss some of their projects and future plans.
 - a. Pine Needles Shopping Center – the discussion centered on their plans for renovations/redevelopment of the property and some ideas they have to make the area more pedestrian friendly. They inquired as to the height restrictions on buildings and the levels that the fire department could handle. It was noted that the department had recently been certified to service the needs of the hospital which is six floors. Tim told Kevin and Mark that Smithfield was appreciative of their investment in the town and was willing to assist them in any way possible.
 - b. Old Town Hall – Kevin and Mark had recently toured the facility with Sarah Edwards. They see great potential, but, as numerous other developers have stated, the cost of acquiring the building is too high to facilitate a successful redevelopment project. They suggested that the keys to moving the project forward may be in potential grant funding for the project, any partnering with various agencies, and any other methods that would help to offset the cost of the building.
 - c. East Market Street Property - we have discussed their interest in developing the parcel located across from Johnston Community College, before. As they have previously stated, the asking price for this parcel is too high for a successful project. We discussed several ideas to offset the cost and they stated that they would be interested in pursuing those options if we could put those strategies in place. We will follow-up with them.
2. Internal/External Marketing – Tim and Rocky met with Ray Emery of Emery Advertising. Ray’s company has deep experience with developing marketing materials and programs for economic development and tourism. We discussed the materials that the town currently has on hand and what we believed were needed, a multi-purpose folder that has slots for various marketing inserts-industrial, retail, residential, etc. The current logo and tagline, “On the river, On the way” would be incorporated in any materials developed. Ray will take the information from the meeting and get back to us with some ideas for marketing materials.
3. New Business Recruitment – Tim and Rocky met with Chris Johnson. We meet with Chris several times per year, just to catch up and make sure our efforts are in sync with the county’s and to see if there is anything that needs to be adjusted or added. We inquired as to the needs of the new locations and expansions that are coming to the county. Chris stated that his biggest need is product, in particular buildings. There is a planned shell building for the new Eastfield Industrial Park in Selma, and it is Chris’s opinion that it will be occupied fairly quickly. A very specific need he identified was cold storage facilities. Chris also stated that he was going to explore various grant sources to fund the construction of the interior roads of West Smithfield Industrial Park.

4. Product Development – Tim and Rocky met with Stephen Wensman to discuss the rezoning of the West Smithfield Industrial Park properties. The requirement for certification is that the property is zoned for industrial purposes or there is commitment to rezone the property. In order to move the project forward, the latter, in the form of a letter was submitted with all the other certification documents. However, Chris Johnson believes that we should move forward with the rezoning and the meeting was to determine next steps. We will move forward with the rezoning according to the directions received from Stephen.
5. Downtown Development, Brewery Attraction – Tim, Rocky, and Sarah Edwards met with the owners of a Johnston County restaurant to discuss their expansion plans and desire to establish a brewery in downtown. They stated that they had begun planning for a new location, with a modification of their existing business and would be interested in part or all of the old Rose’s building for that venture. Grants, and other support for the new facility were discussed and the timeline for making a decision on the idea. The owners requested the contact information of the brewery equipment sales consultant, Mickey Fannery, who provided valuable information for the brewery recruitment efforts. Sarah will convey that information. The owners will consider all the information that we provided, and we will follow-up with them to determine next steps.
6. Downtown Development, Old Town Hall – Tim, Rocky, and Sarah Edwards met to discuss the status of the OTH. Sarah had met with another developer who has experience in the redevelopment of older buildings and has expressed interest in the OTH. Once again, the same issue, the owner’s asking price is a barrier to the project, that is it’s too high for the project to be financially feasible. Strategies were discussed as to how to bridge this gap and bring the cost down to a workable level. The current status of the condemnation was also discussed. Several questions were raised that need to be answered before coming up with a proposal for the way forward. These questions will be researched, and we will get back together soon to formulate some suggested actions to propose to the stakeholders and owner.

SMITHFIELD STRATEGIC PLAN IMPLEMENTATION-January 18 2019

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
Develop overall support for the Economic Development Program					
	Develop and increase support for the Town's economic development efforts	Smithfield-Selma Chamber of Commerce		Good contact and support established with the organization. Tim attends Chamber meetings regularly	
		Commercial Realtors		Maintaining on-going contact with realtors.	
		SEDAC		Maintaining on-going contact with SEDAC.	
212		East Smithfield		Met with Tony Nixon to discuss needs, challenges, and opportunities in the community.	Received a listing of East Smithfield concerns submitted to the former town manager by the East Smithfield Improvement Organization.
		Business Community		Meeting with business community via BRE program.	Additional meetings with the business community are being scheduled via BRE activities.
Existing Business & Industry Support					
	Reestablish the Existing Industry Outreach Program				
	Develop a contact directory of Existing Industries			Initial Directory completed and will be updated regularly.	

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Developing an introductory letter to be mailed by January 2017			Visitations are on-going.	Contacted several companies via phone to discuss the town's renewed emphasis on BRE.
	Schedule visitations				Continue to follow-up with companies contacted, especially those who has requested assistance and those who have express expansion potential.
	Determine Recognition Activities			Options discussed and being considered.	
New Business Recruitment	Attract new business investment and jobs	JCED		Met with Chris Johnson and discussed business attraction and expansion issues, including product and workforce.	
	Identify needs of major companies in the County that Smithfield can capitalize on			Met with Durwood Stephenson regarding an initiative that would be of great benefit to the town, and would assist in the recruitment of other businesses.	Met with Chris Johnson to discuss needs of new locations and expansions that are coming to the county. The number one need is product-buildings. Cold Storage facilities were identified as a specific need.
Town Image/Gateways	Gateways				

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
		Identify areas for improvement	SEDAC		Meetings to be scheduled in conjunction with Visioning/Branding and the development of the Strategic Communication Plan (SCP) to more fully discuss the issue.	Met with a developer who expressed developing a parcel located a one of Smithfield's gateways. The developer has been involved in many successful projects and what the vision he expressed for the property would greatly enhance the area and improve the aesthetics. We will follow up with the developer to identify ways that we can encourage him to make his vision a reality.
			East Smithfield - Tony Nixon		Tony Nixon of the East Smithfield Improvement organization was identified as the best person to contact re: to East Smithfield issues.	Information will be gathered on the different areas of the town, including East Smithfield, in the development of the SCP and Visioning/Branding efforts.
			Business Community			
	Conduct a Visioning/Branding process		ElectriCities/ Business Community/ SEDAC/East Smithfield		Town Council agreed to move forward with the development of the Strategic Communication Plan at their 07MAR17 meeting and a draft is being prepared by ElectriCities for review.	Received a draft strategic communications plan from Michelle Vaught, VP of Marketing for ElectriCities.

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
				A decision on what level of Visioning/Branding effort the town feels is appropriate will be made after a review of the SCP.	
				A decision on what level of Visioning/Branding effort the town feels is appropriate will be made after a review of the SCP.	
Product Development	Industrial Sites and Buildings Increase the Town's product inventory	County and SEDAC		Contacted one of the Wellons-Howell property owners to discuss recertification. Reached out to owners of other properties identified as suitable for development as industrial sites. Searching for other suitable properties for evaluations and inclusion in the town's product inventory	Continued to follow up with the co-owner of the property. The issues with the property are still pending. The co-owner recommended following up again in a month

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
				<p>The town is partnering with Johnston County Economic Development on assembling properties for an industrial park that will then be certified. Five parcels lie within the town's corporate limits. Land owners will be contacted to secure the properties for the project.</p>	
					<p>Met with Stephen Wensman to discuss the rezoning of the West Smithfield Industrial Park properties. Stephen provided direction as how to proceed.</p>
					<p>The additional information requested by SHPO has been submitted and it is anticipated that final approval of certification of West Smithfield Industrial Park will be granted at the February Steering Committee meeting.</p>
Infrastructure Improvements					

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Golden LEAF Grant	Public Works Department- Johnston County		The county has received, or will receive grant funding for economic development related projects from the Golden LEAF Foundation. One of the projects identified is the extension improvement of water/sewer lines along the U.S. 70 corridor, which will serve the new industrial park. The GL Board will approve the projects at their April meeting.	Estimates for the number of jobs that West Smithfield Industrial Park could support and the average wage of those jobs are being prepared to be included in a follow up information request from the Golden LEAF in support of the grant.
Downtown Redevelopment	Renovation and redevelopment of Downtown properties			The final report on the redevelopment of the Old Town Hall by the UNC SOG graduate student class was presented on 30NOV17.	Condemnation proceedings have been initiated on the property. It is still hoped that some scenario can be developed to ensure that the facility can be rehabilitated and become a positive for the town.
					Met with Sarah Edwards to discuss her contact with an another developer interested in the OTH and issues associated with moving the potential project forward.
					Tim attended the NC Craft Brewers Conference to market the town to Master Brewers seeking a location for a new brewery.

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
					Met with the principles of Adventure Development to discuss their interest in the OTH. They like others are interested but the acquisition cost makes the project financially unfeasible.
					Met with Sarah Edwards and the owners of a Johnston County restaurant to discuss their expansion plans, which include a brewery. The Rose's building was discussed as a possible location. The owners will do some additional do-diligence and get back to us. We will follow-up by mid-February to check on their status.
Internal/External Marketing					
Internal	Identify the Economic Development Program Spokesman			Tim Kerigan is the spokesperson for the Economic Development Program.	Met with the Chamber's Economic Development Committee to give an update on the town's economic development efforts.
	Develop a newsletter			Exploring options for newsletter.	
External	Develop Marketing Materials			The marketing flyer has been reviewed and finalized, utilizing town staff resources.	The ElectriCities Smart Communities Grant Award was received and will be used to enhance the town's marketing materials.
Internal/External					

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Strategic Communications Plan			Received a draft strategic communications plan, social media presentation, social media content calendar, and references to additional resources for social media.	Tim and Rocky met with Ray Emery of Emery Advertising regarding needed marketing materials for the town. Emery has deep experience in developing these materials for economic development and tourism. Ray will develop some concepts for the materials that were discussed and get back to us.
Johnston Community College					
	Convene a meeting with JCC leadership to discuss opportunities for collaboration	JCC		Follow up meeting with Dr. Johnson and Dr. McGraw to continue earlier discussion and identify other areas of collaboration.	
N10	Identify JCC needs that can be translated into economic development activities				
Incentives	Review the Town's Incentives to assess the Town's competitiveness			A list of typical incentive practices was developed for consideration of incentive proposals for current and future prospects	Tim, Mike Scott, and Rocky discussed what incentives the town may be willing to consider for the redevelopment of the OTH and the recruitment of a brewery.
Retirement Development	Determine interest in advancing this initiative				
Residential Development					

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Assess Housing Stock	Tax Office Planning Department Local Realtors		Working with the SEDAC Redevelopment Committee to explore options of increasing/enhancing the housing stock in the town limits, primarily near downtown.	
					Tim, Stephen Wensman, and Rocky met with Brooks Moore, Construction Management Officer to discuss Smithfield Residential Development and new school construction.
Retail Development	Expanding the Retail offerings of the Town	ElectriCities-Retail Strategies		Discussions were held with a retail developer that has an interest in the town for a project.	Reviewed a social media promotion that supported retail in a nearby community. It was decided to approach the Chamber to support a similar initiative to promote retail in Smithfield.
					Met with the Principles of Adventure Development to discuss their plans for the redevelopment/renovations of the Pine Needles Shopping Center. We offered in support for their efforts.
					Also met with the principles of Adventure Development to discuss their interest in developing a East Market Street parcel. The asking price is too high to make the project financially feasible. Some ideas that would mitigate the cost were discussed and we will follow-up on those strategies and get back to the developers.

ACTIVITY	TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
Public Education					Tim, Stephen Wensman, and Rocky met with Brooks Moore, Construction Management Officer to discuss Smithfield Residential Development and new school construction.



FINANCE DEPARTMENTAL REPORT FOR DECEMBER, 2018

SUMMARY OF ACTIVITIES:

Daily Collections/Property Taxes/Other	\$3,282,761
Franchise Tax.....	293,650
Sales & Use Tax.....	212,940
Powel Bill.....	<u>160,541</u>
Total Revenue	\$3,949,892

Expenditures: General, Water, Electric and Firemen’s Fund..... \$2,789,231

FINANCE:

- Compiled and submitted monthly retirement report on 12/31/18
- Issued 53 purchase orders
- Processed 713 vendor invoices for payment and issued 386 accounts payable checks
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll taxes on 12/14/2018 and 12/28/2018
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Collected \$15 on past due privilege license fees. **NOTE:** Total collected now at \$10,759. The past due collections are the result of mailing some 287 past due notices to local businesses. Approximately 40 second notices were sent
- Sent 0 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$8,216
- Processed 10 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$35,686.83 (EMS = \$12,120.83; SRAC = \$6,505.17; Utility= \$16,585.36; and Other = \$475.47).
- Invoiced 5 grave opening for a total of \$3,500.
- Invoiced Smithfield Housing Authority, Johnston Community College, Johnston County Schools and Neuse Charter School for Police Security
- Paid \$0 to First Citizens Bank for bank fees in Aug. and Sept.
- Paid \$2,127.96 to PNC Bank for credit/debit card fees

FINANCE DIRECTOR

- Attended Town Council Meeting on December 4, 2018
- Attended NCCMT seminar in Greensboro on Dec. 5, 2018
- Met with Ted Credle (Utility Director) and Cecil Rose (Envirolink Consultant) on Dec. 14, 2018, to discuss System Development Fee Study
- Met with Garland Burnette (USDA), Gary Johnson (Parks and Rec) and Donna Bailey-Taylor (Visitors Bureau) to discuss financing for Amphitheater project on December 14, 2018
- Attended Department Head Meeting on December 4 and 26, 2018



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

BOARD ACTIONS REPORT - 2018

December

Town Council

Zoning Map Ammendments	0
Special Use Permit	0
Zoning Ordinance Amendments	1
Major Subdivisions	2
Annexations	1
Special Events	1
Site Plan	0

Planning Board

Zoning Map Amendments	0
Zoning Ordinance Ammendments	0
Major Subdivisions	0

Board of Adjustment

Variance	0
Admin Appeal	0

Historic Properties Commission

Certificate of Appropriateness	0
Historic Landmarks	0



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Permit Issued for December 2018

		Permit Fees	Permits Issued
Site Plan	Minor Site Plan	125.00	2
Zoning	Land Use	\$800.00	8
Zoning	Sign	\$250.00	5
Report Period Total:		\$1,175.00	15
Fiscal YTD Total:		\$8,975.00	124

Z18-000209	Zoning	Land Use	Always Over Dressed Boutique	117 North Third Street Suite 120
Z18-000210	Zoning	Land Use	International Grill Restaurant	1025 Outlet Center Drive Suite F3
Z18-000211	Zoning	Land Use	Bright Start Child Development Center	861 Berkshire Road
Z18-000212	Zoning	Land Use	Arby's Restaurant	1720 East Market Street
SP18-000050	Site Plan	Minor Site Plan	Single Family Dwelling	4786 Swift Creek Road
Z18-000213	Zoning	Sign	Arby's Restaurant	1720 East Market Street
Z18-000214	Zoning	Land Use	EmergeOrtho	100 Kellie Drive
Z18-000215	Zoning	Land Use	Kate Spade	1025 Outlet Center Drive
Z18-000216	Zoning	Sign	Sunbelt Rentals	1209 West Market
Z18-000217	Zoning	Sign	Coates Hearing Clinic	1652 Booker Dairy
Z18-000218	Zoning	Sign	Clarity Vision	1680 Booker Dairy Road
Z18-000219	Zoning	Land Use	Service Mart Gas Station	272 NC 210 Highway
Z18-000220	Zoning	Land Use	Chicha's Auto Sales	808 North Brightleaf Boulevard
Z18-000221	Zoning	Sign	Soul Seafood Cafe & BBQ LLC	2110 South Brightleaf
SP18-000049	Site Plan	Minor Site Plan	ACP Temporary Contractors Yard	1980 Mallard Road



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING December 31, 2018**

I. STATISTICAL SECTION

Month Ending Dec. 31, 2018	Dec-18	Dec-17	Total 2018	Total 2017	YTD Difference
Calls For Service	1630	1877	22332	22887	-555
Incident Reports Completed	134	140	1623	1848	-225
Cases Closed	90	105	1187	1286	-99
Accident Reports	87	94	884	896	-12
Arrest Reports	108	134	1301	1402	-101
Burglaries Reported	7	6	77	111	-34
Drug Charges	25	39	400	364	36
DWI Charges	17	12	94	110	-16
Citations Issued	161	205	2738	2269	469
Speeding	35	32	899	514	385
No Operator License	37	33	517	503	14
Registration Violations	19	30	365	333	32

II. PERSONNEL UPDATE

The police department currently has Six vacant positions at this time. Interviews have been scheduled for end of the month.

III. MISCELLANEOUS

The police department provided security for the Christmas Tree Lighting and the Town's Annual Christmas Parade. Both events were well attended , with no major issues. We assisted with the Grinch Run which collected toys for needed children. Several from the department helped Generosity Feeds prepare over 18,244 meals for children during the Christmas break from School. The department partnered with Toys for Tots, The Greater Vision Worship Center and the Parks and Rec to donated over 500 toys. We also held our first shop with a COP at Wal mart and were able to help 18 more children for Christmas with the assistance of Wal Mart, Venomous Riders and the FOP.

REPORTED UCR OFFENSES FOR THE MONTH OF DECEMBER 2018

PART I CRIMES	December	December	+/-	Percent	Year-To-Date		+/-	Percent
	2017	2018		Changed	2017	2018		Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	1	0	-1	-100%	12	2	-10	-83%
ROBBERY	2	0	-2	-100%	24	13	-11	-46%
Commercial	1	0	-1	-100%	5	1	-4	-80%
Individual	1	0	-1	-100%	19	12	-7	-37%
ASSAULT	15	2	-13	-87%	52	40	-12	-23%
 * VIOLENT *	 18	 2	 -16	 -89%	 88	 55	 -33	 -38%
BURGLARY	6	7	1	17%	109	74	-35	-32%
Residential	6	7	1	17%	70	51	-19	-27%
Non-Resident.	0	0	0	N.C.	39	23	-16	-41%
LARCENY	41	30	-11	-27%	505	403	-102	-20%
AUTO THEFT	1	1	0	0%	15	19	4	27%
ARSON	0	1	1	N.C.	1	2	1	100%
 * PROPERTY *	 48	 39	 -9	 -19%	 630	 498	 -132	 -21%
 PART I TOTAL:	 66	 41	 -25	 -38%	 718	 553	 -165	 -23%
PART II CRIMES								
Drug	21	21	0	0%	272	320	48	18%
Assault Simple	5	7	2	40%	124	115	-9	-7%
Forgery/Counterfeit	2	3	1	50%	54	43	-11	-20%
Fraud	6	7	1	17%	57	54	-3	-5%
Embezzlement	0	0	0	N.C.	15	5	-10	-67%
Stolen Property	2	3	1	50%	11	22	11	100%
Vandalism	6	4	-2	-33%	73	56	-17	-23%
Weapons	2	0	-2	-100%	31	24	-7	-23%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	N.C.	0	1	1	N.C.
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	2	5	3	150%
D. W. I.	12	17	5	42%	105	90	-15	-14%
Liquor Law Violation	0	0	0	N.C.	8	4	-4	-50%
Disorderly Conduct	0	0	0	N.C.	8	6	-2	-25%
Obscenity	0	0	0	N.C.	0	1	1	N.C.
Kidnap	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	6	12	6	100%	99	90	-9	-9%
 PART II TOTAL:	 62	 74	 12	 19%	 859	 836	 -23	 -3%
 =====	 =====	 =====	 =====	 =====	 =====	 =====	 =====	 =====
GRAND TOTAL:	128	115	-13	-10%	1577	1389	-188	-12%

N.C. = Not Calculable



**Town of Smithfield
Fire Department
December, 2018**

I. Statistical Section

Responded to	2018 Dec	Dec IN	Dec OUT	2017 Dec	2018 IN	2018 OUT	2018 YTD	2017 YTD
Total Structure Fires Dispatched	9	3	6	12	57	61	118	96
Confirmed Structure Fires (Our District)	2	2	0	1	29	6	35	21
Confirmed Structure Fires (Other Districts)	6	0	0	2	0	0	27	26
EMS/Rescue Calls	133	121	12	142	1510	89	1599	1644
Vehicle Fires	2	2	0	2	21	4	25	13
Motor Vehicle Accidents	25	23	2	24	217	19	236	212
Fire Alarms (Actual)	5	5	0	11	94	8	102	126
Fire Alarms (False)	16	13	3	11	133	7	140	116
Misc./Other Calls	20	19	1	21	288	43	326	260
Mutual Aid (Received)	2	0	0	8	0	0	55	70
Mutual Aid (Given)	12	0	0	8	0	0	61	81
Overlapping Calls (Calls at the same time)	23	0	0	29	0	0	319	343
TOTAL EMERGENCY RESPONSES	208	183	18	223	2291	230	2521	2467

* Denotes the breakdown of calls, these are not calculated into the totals *
IN/OUT denotes in and out of the Town, not outside the fire district. When we respond to another fire district (Mutual Aid), which is outside of our total fire district boundaries that is reported in (**Other Districts**).

	Dec	YTD
Fire Inspections/Compliance Inspections	27	451
Public Fire Education Programs	1	40
Children in Attendance		1979
Adults in Attendance	21	1034
Plans Review Construction/Renovation Projects	7	70
Fire Code Citations	0	1
Fire Lane Citations	0	0
Consultation/Walk Through	6	165
Re-Inspections	0	190

II. Major Revenues

	Dec	YTD
Inspections	\$1,025.00	\$17,325.00
False Alarms	\$0.00	\$4,150.00
Fire Recovery USA	\$396.00	\$7,017.44
EMS Debt Setoff	\$0.00	\$11,584.69

Major Expenses for the Month:

III. Personnel Update:

IV. Narrative of monthly departmental activities:

- We participated in a Fire prevention program in the month of December:
Fire Extinguisher Training at Smithfield middle School

**Town of Smithfield
Public Works Department
Dec. 31, 2018**



141 Total Work Orders completed by the Public Works Department

6 Burials, at \$700.00 each = \$4,200

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

\$1,000.00 Sunset Cemetery Lot Sales

\$0.00 Riverside Extension Cemetery Lot Sales

397.69 tons of household waste collected

174 tons of yard waste collected

3.63 tons of recycling collected

67 gallons of used motor oil was recycled

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
Dec. 31, 2018



I. Statistical Section

- 6 ___ Burials
- 2 ___ Works Orders – Buildings & Facilities Division
- 15 ___ Work Orders – Grounds Division
- 43 ___ Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$1,000.00
Riverside Ext Cemetery Lot Sales:	\$0.00
Grave Opening Fees:	\$4,200.00
Total Revenue:	\$5,200.00

III. Major Expenses for the Month:

\$585.00 to Hertz Rental for lift to install Christmas decorations.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The department worked closely with Parks & Recreation and Downtown Development providing traffic control devices for the Grinch Run, Christmas Tree Lighting, and the Christmas Parade. The Public Works Safety meeting was on "Stress during the Holidays" with Jaime Pearce with Johnston Health.

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Dec. 31, 2018**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 1 - Work Order – 7.85 Tons of Asphalt was placed in 1 utility cut.
- c. Assisted Parks & Rec and DSDC with Parade and Tree Lighting events.
- d. 29 - Work Orders – 2,055lbs. of Cold Patch was used for 59 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

\$1,242.51 to NC Dept. of Public Safety for Road closed signs and High water signs.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Safety meeting was on "Stress during the Holidays" with Jaime Pearce with Johnston Health.

**Town of Smithfield
Public Works Department
December 2018 Drainage Report**

Location: 37 Peedin Rd, Buffalo and North, Stancil and McCullers, N Sussex and Canterbury, 63 Towbridge, Wellons and Rosewood, 5th and North, 601 8th Street, Lee Street at Railroad track, East and West, Outlet Center Dr at Cracker Barrel, 207 N 3rd, East and North, 847-A Midway, 1109 Outlet Center Dr, Hood and 2nd, Hood and SBL, Daughtry Street, Eden and Meadow, Coats and Powell, 239 Hartley, 230-235-250-255-270-735 N Equity, 1051 Outlet Center Dr, 1205 Vermont Street.

Starting Date: 12/3/2018
 Completion Date: 12/26/2018
 Description: Repaired 59 potholes with Perma Patch asphalt.
 Man-hours: 6.99hrs
 Equipment: 401, 905 pickup plus hand tools.
 Materials: 34.25 bags of Perma Patch (2,055lbs.)

Location: 221 Whitley Drive.
 Starting Date: 12/4/2018
 Completion Date: 12/4/2018
 Description: Repaired low sinking shoulder of roadway for positive drainage.
 Man-hours: 40min.
 Equipment: 401 pickup plus hand tools.
 Materials: ¼ bucket of fill dirt.

Location: 9th Street between Market and SBL.
 Starting Date: 12/5/2018
 Completion Date: 12/5/2018
 Description: Cut back right of way areas.
 Man-hours: 11.25hrs.
 Equipment: 401 pickup, tractor with side cutter plus hand tools.
 Materials: N/A

Location: 3rd and Market (Tree lighting)
 Starting Date: 12/6/2018
 Completion Date: 12/7/2018
 Description: Assisted DSDC with event containers and traffic devices for tree lighting ceremony.
 Man-hours: 4.5hrs.
 Equipment: 401, 905 pickup plus cone trailer.
 Materials: 50 traffic cones, 2 barricades, 6 barrels and 4 event containers.

Location: Cherry and Dail Street.
 Starting Date: 12/10/2018
 Completion Date: 12/10/2018
 Description: Assisted the Fire Department with clean up resulting from a log truck accident.
 Man-hours: 2.25hrs.
 Equipment: 420 Cat backhoe
 Materials: New stop sign, 8ft u-channel pole, 2 street blades plus hardware and lettering.

Location: 231 Hospital Road.
Starting Date: 12/12/2018
Completion Date: 12/12/2018
Description: Shop maintenance, reworked path and cleaned up area.
Man-hours: 42hrs.
Equipment: Bobcat, 420 Cat backhoe and 405 dump truck.
Materials: 28.97 tons of ABC stone.

Location: 920 Rand Street.
Starting Date: 12/13/2018
Completion Date: 12/13/2018
Description: Cut out roots from roadway and patched cut with asphalt.
Man-hours: 20.25hrs.
Equipment: 420 Cat backhoe, 408 flatbed plus hand tools.
Materials: 7.85 tons of I2 asphalt.

Location: Downtown (Christmas Parade)
Starting Date: 12/13/2018
Completion Date: 12/13/2018
Description: Assisted Parks & Rec with Christmas Parade.
Man-hours: 15hrs.
Equipment: Trash truck, 905 plus utility trailer.
Materials: 83 cones, 16 rollout container.

Location: Library Parking Lot.
Starting Date: 12/17/2018
Completion Date: 12/17/2018
Description: Cleaned out curb drains for positive drainage.
Man-hours: 3hrs.
Equipment: 420 Cat backhoe plus hand tools.
Materials: N/A

Location: 314-316-318 Pace Street.
Starting Date: 12/18/2018
Completion Date: 12/18/2018
Description: Cleaned out ditch line, removed obstructions for positive drainage.
Man-hours: 3hrs.
Equipment: Jet truck, knuckleboom, 402 pickup plus hand tools.
Materials: N/A

Location: Gaston Street, First Street from Caroline to Crescent.
Starting Date: 12/26/2018
Completion Date: 12/26/2018
Description: Scrapped dirt roads with backhoe.
Man-hours: 5hrs.
Equipment: 420 Cat backhoe
Materials: N/A

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
Dec. 31, 2018**



I. Statistical Section

 0 Preventive Maintenances

 0 North Carolina Inspections

 32 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

American Tire Distributors \$969.82 for the purchase of a set of tires for the shop truck.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. The Public Works Safety meeting was on "Stress during the Holidays" with Jaime Pearce with Johnston Health.

Town of Smithfield
Public Works Sanitation Division
Monthly Report
Dec. 31, 2018



I. Statistical Section

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

- a. Sanitation forces completed 32 work orders
- b. Sanitation forces collected tons 397.69 of household waste
- c. Sanitation forces disposed of 87 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 3.67 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 0 tons of recyclable plastic
- h. Recycled 1900 lbs. of cardboard material from the Convenient Site Center
- i. A total of 67 gals used motor oil was collected at the Convenient Site Center
- j. Recycled 2.63 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$0 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0
- c. Sold 0 lbs. of shredder steel for \$0 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2739.00 for disposal of yard waste and debris. Paid \$504.00 to Mitchell Temp for Temp services. Paid \$4,403.52 to Smithfield Diesel Repair for repairs of two Knuckle Boom and one refuse truck, nine Federal inspections on sanitation fleet trucks. Paid \$1,227.63 to White's tire services of Wilson for Seven tires purchased sanitation fleet.

IV. Personnel Update:

Devonte Surles resigned from the Sanitation Department. Utilizing Mitchell's temporary service.

V. Narrative of monthly departmental activities:

The department worked closely with Parks & Recreation and Downtown Development providing traffic control devices and event containers for the Grinch Run, Christmas Tree Lighting, and the Christmas Parade. The Public Works Safety meeting was on "Stress during the Holidays" with Jaime Pearce with Johnston Health.

Community Service Workers worked 0 hrs.



PARKS AND RECREATION

MONTHLY REPORT FOR DECEMBER, 2018

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	7	10
TOTAL ATHLETICS PARTICIPANTS	223	246
TOTAL NON/ATHLETIC PARTICIPANTS	1203	1921
SARAH YARD COMMUNITY CENTER	244	0
NUMBER OF GAMES PLAYED	0	0
TOTAL NUMBER OF PLAYERS (GAMES)	0	0
NUMBER OF PRACTICES	223	156
TOTAL NUMBER OF PLAYER(S) PRACTICES	2230	1560

	DECEMBER, 2018	18/19 FY YTD	DECEMBER, 2017	17/18 FY YTD
PARKS RENTALS	10	138	2	117
USERS (PARKS RENTALS)	200	9575	40	12969
TOTAL UNIQUE CONTACTS	3,877			

FINANCIAL STATISTICS	DECEMBER, 2018	18/19 FY YTD	DECEMBER, 2017	17/18 FY YTD
PARKS AND RECREATION REVENUES	\$ 2,648.00	\$ 36,641.00	\$ 3,196.67	\$ 50,169.79
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 90,197.00	\$ 387,158.00	\$ 64,861.82	\$ 345,253.87
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 49.00	\$ 44,302.00	\$ 48,744.19	\$ 51,690.66
SARAH YARD COMMUNITY CENTER	\$ 1,896.00	\$ 10,769.00	\$ -	\$ -

NOTES: HOSTED CHRISTMAS TREE LIGHTING (WITH DSDC)
 HOSTED THE ANNUAL CHRISTMAS PARADE WITH MORE THAN 88 ENTRIES
 HOSTED THE GRINCH RUN WITH PROCEEDS BENEFITTING DSS AND HARBOR HOUSE



**SMITHFIELD RECREATION
AND AQUATICS CENTER**

MONTHLY REPORT FOR DECEMBER, 2018

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	23	29
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	1502	1154

	DECEMBER, 2018	18/19 FY YTD	DECEMBER, 2017	17/18 FY YTD
SRAC MEMBER VISITS	2683	21838	3672	29773
DAY PASSES	477	4780	414	4785
RENTALS (SRAC)	57	380	57	295
USERS (SRAC RENTALS)	6423	27924	4735	18380
TOTAL UNIQUE CONTACTS	11,085			

FINANCIAL STATISTICS

	DECEMBER, 2018	18/19 FY YTD	DECEMBER, 2017	17/18 FY YTD
SRAC REVENUES	\$ 36,056.00	\$ 310,975.00	\$ 42,353.27	\$ 328,191.17
SRAC EXPENDITURES	\$ 59,649.00	\$ 473,685.00	\$ 92,554.14	\$ 456,560.95
SRAC MEMBERSHIPS	1710		3153	

NOTES: Hosted State Gymnastics Meet with 3000+ visitors (over 3 days)
Hosted 7 High School Swim Meets with 450+ Competitors and 1500+ visitors



**Town of Smithfield
Electric Department
Monthly Report
December, 2018**

I. Statistical Section

- Street Lights repaired –32
- Area Lights repaired -12
- Service calls – 47
- Underground Electric Locates –143
- Poles changed out, installed or removed-1
- Underground Services Installed/Repaired -1

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- Utility Dept. had a Safety meeting on Personal Protective Equipment.

V. Miscellaneous Activities:

- Continuing conversion work on the south side of Town. (Holding St. to Wellons St.)
- Directional Boring Crew continuing to do bores for upgrading primary lines to 25kv for conversion.
- Plugged in all Christmas lights.
- Started installing the next round of Nexgrid meters.



MONTHLY WATER LOSS REPORT

DECEMBER, 2018

(2) Meters with slow washer leaks

(4) ¾" Line, 1/8" hole – 3hrs

¾" Line, 1/8" hole – 4days

1" Line, 1/8" hole – 1week

1 ½" Line, 1/8" hole – 5hrs

(4) 2" Line, 1/8" hole – 4hrs

2" Line, 1/8" hole – 1day

8" Line, Full shear – 2hrs

Fire Hydrant broke off, full flow – 3hrs



WATER & SEWER

December 2018 MONTHLY REPORT

● DISCONNECT WATER	5
● RECONNECT WATER	2
● TEST METER	2
● TEMPORARY METER SET	1
● DISCOLORED WATER CALLS	2
● LOW PRESSURE CALLS	7
● NEW/RENEW SERVICE INSTALLS	1
● LEAK DETECTION	19
● METER CHECKS	15
● METER REPAIRS	6
● WATER MAIN/SERVICE REPAIRS	12
● STREET CUTS	6
● REPLACE EXISTING METERS	8
● INSTALL NEW METERS	4
● FIRE HYDRANTS REPAIRED	0
● FIRE HYDRANTS REPLACED	1
● SEWER REPAIRS	2

- CLEANOUTS INSTALLED 3
- SEWER MAIN CLEANED 4619LF
- SERVICE LATERALS CLEANED 930LF
- SERVICE CALLS 120
- LOCATES 139
- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY

MAJOR EXPENSES FOR THE MONTH OF DECEMBER

- New truck for pump station mechanic
- Water line replacement on S 2nd St. finished

PERSONNEL UPDATES

UPCOMING PROJECTS FOR THE MONTH OF JANUARY

- Contractor has started utility installation at Smithfield Living Facility
- Braswell will be continuing to work on Kellie Dr. water and sewer installation
- JF Wilkerson started the 16" water main extension on Durwood Stephenson
- Replacing control cabinets at SLS stations 9, 10, & 6
- Have to replace control cabinet for Station #1, will get some credit from McClung for the cabinet that is on site now



- **Statistical Section**

- Electric CP Demand 20,359 Kw relative to November's demand of 21,675 Kw.
- Electric System Reliability for was 99.997%, with one (1) recorded outage; relative to November's 99.996%.
- Raw water treated on a daily average was 3.554 MG relative to 3.488 MG for November; with maximum demand of 4.750 MG relative to November's 4.750 MG.
- Total finished water to the system was 104.282 MG relative to November's 97.658 MG. Average daily for the month was 3.364 MG relative to November's 3.150 MG. Daily maximum was 4.376 MG (December 1st) relative to November's 4.256 MG. Daily minimum was 2.670 (December 30th), relative to November's 2.913 MG.

- **Miscellaneous Revenues**

- Water sales were \$209,019 relative to November's \$217,469
- Sewer sales were \$354,651 relative to November's \$347,728
- Electrical sales were \$1,283,629 relative to November's sales of \$1,207,135
- Johnston County Water purchases were \$127,754 for 63.877 MG relative to November's \$110,612 for 55.306 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$933,869 relative to November's \$917,330
- Johnston County sewer charge was \$338,795 for 100.757 MG relative to November's \$249,710 for 74.473 MG.

- **Personnel Changes –**

- T.J. Harper began employment as a Electric Line Technician on December 17