



Mayor

M. Andy Moore

Mayor Pro-Tem

John A. Dunn

Council Members

Marlon Lee

David Stevens

Travis Scott

David Barbour

Stephen Rabil

Roger A. Wood

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council Agenda Packet

Meeting Date: Tuesday, March 2, 2021

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 MARCH 2, 2021
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations:

- 1. Proclamation – Declaring March 22-26, 2021 as Smithfield Alumni Chapter of Kappa Alpha Psi Fraternity, Inc “Kappa Week”- Celebrating 55 years**
(Mayor – M. Andy Moore) See attached information.....1
- 2. Administering the Oath of Office to new Police Officer Jonathan Boyce**
(Mayor – M. Andy Moore) See attached information.....3
- 3. Administering the Oath of Office to new Police Officer Derek Leagan**
(Mayor – M. Andy Moore) See attached information.....5

Public Hearing:

- 1. ZA-21-01 Saint Ann Catholic Church:** The applicant is requesting an amendment to the Town of Smithfield Unified Development Ordinance, Article 7, Supplemental Regulations as it pertains to columbaria with over 200 niches and other refinements to the existing regulations concerning columbaria.
(Planning Director – Stephen Wensman) See attached information.....7

Citizens Comments

Consent Agenda Items:

- 1. Approval of Minutes:**
 - a. February 2, 2020 – Regular Meeting
 - b. February 2, 2020 – Closed Session Meeting (Under Separate Cover).....19

2. Consideration and request for approval to promote an employee to the Public Works Crew Leader position due to a recent retirement
(Public Works Superintendent – Lawrence Davis) See attached information.....25

3. Consideration and request for approval to allow employees to donate sick leave to an employee in the Public Utilities Water/Sewer Department
(Human Resources Director – Tim Kerigan) See attached information.....27

4. Consideration and request for approval to amend the reimbursement agreement with Buffalo Road, LLC
(Town Manager – Michael Scott) See attached information.....31

5. Consideration and request for approval to enter into an agreement with Thompson, Price, Scott, Adams & Company, PA to conduct the annual audit
(Finance Director – Greg Siler) See attached information.....57

6. Board Appointments

- a. Steve Upton has submitted an application for consideration to be reappointed to a 4th term on the Board of Adjustment
- b. Earl Marett has submitted an application for consideration to be reappointed to a 6th term on the Parks and Recreation Advisory Committee
- c. Tim Johnson has submitted an application for consideration to be reappointed to a 3rd term on the Parks and Recreation Advisory Committee
(Town Clerk – Shannan Parrish) See attached information.....76

7. New Hire Report
(HR Director/ PIO – Tim Kerigan) See attached information.....83

Business Items:

1. Consideration and request for approval to appoint one person to serve on the Planning Board as an In-Town Member
(Town Clerk – Shannan Parrish) See attached information.....85

2. Consideration and request for approval to appoint one person to serve on the Library Board of Trustees
(Town Clerk – Shannan Parrish) See attached information.....91

3. Consideration and request for approval to allow the Fire Department to apply for an Assistance to Firefighters Grant for Staffing for Adequate Fire and Emergency Response (AFG SAFER)
(Fire Chief – John Blanton) See attached information).....101

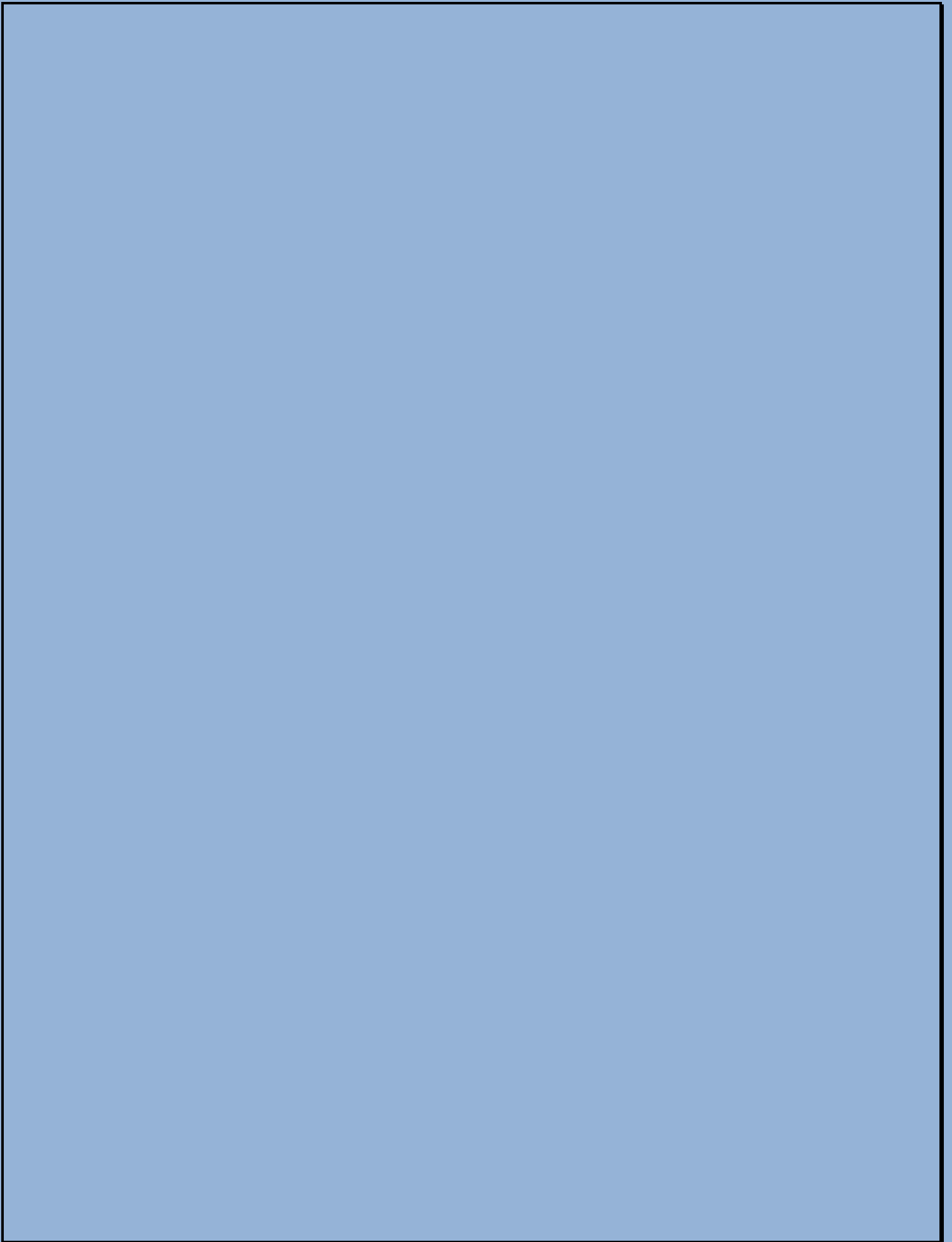
Councilmember's Comments

Town Manager's Report

- Financial Report (See attached information).....105
- Department Reports (See attached information).....109
- Manager's Report (Will be provided at the meeting)

Adjourn

Presentations



PROCLAMATION
Smithfield Alumni Chapter of Kappa Alpha Psi Fraternity Inc.
“Kappa Week” Celebrating 55 Years
March 22 – 26, 2021
In the Town of Smithfield

WHEREAS, on January 5, 1911, Kappa Alpha Nu (later to be renamed Kappa Alpha Psi) was founded on the Indiana University campus by Elder Watson Diggs and Byron K. Armstrong; and

WHEREAS, Elder Watson Diggs and Byron Armstrong were joined by John M. Lee, Henry T. Asher, Marcus P. Blakemore, Guy L. Grant, Paul W. Caine, George W. Edmonds, Ezra D. Alexander and Edward G. Irvin as founding members of the fraternity; and

WHEREAS, on May 15, 1911, Kappa Alpha Nu became the first incorporated Black Fraternity in the United States; and

WHEREAS, on April 15, 1915, Kappa Alpha Nu was officially renamed to Kappa Alpha Psi; and

WHEREAS, the Smithfield Alumni Chapter of Kappa Alpha Psi Fraternity Inc. was chartered on March 26, 1966 by Reginald Ennis, John Windley, Romie Grantham, Matthew Sanders, Elias Sanders, Norvell Lee, James Barbour and Vernon Nixon: and

WHEREAS, these founding members of the Smithfield Alumni Chapter of Kappa Alpha Psi Fraternity Inc. along with the more than 60 new initiates over the past 55 years have served as elected officials, educators, attorneys, business men and professionals who have shown leadership and service to the Town of Smithfield and Johnston County; and

WHEREAS, the Smithfield Alumni Chapter of Kappa Alpha Psi Fraternity Inc.’s fundamental purpose is Achievement in Every Field of Human Endeavor. These Men of Distinction offer programs, initiatives, and scholarships to promote the educational welfare of the children of the Town of Smithfield and Johnston County; and

WHEREAS, Smithfield Alumni Chapter of Kappa Alpha Psi Fraternity Inc. also provides opportunities for men to engage in the social and civil activities for the betterment of the entire community.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield do hereby proclaim March 22 – March 26, 2021 as

**“Kappa Week” Celebrating 55 Years of
the Smithfield Alumni Chapter of Kappa Alpha Psi Fraternity Inc.**

in Smithfield, North Carolina and urge all our citizens to celebrate this important milestone.

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 2nd day of March in the year of our Lord Two Thousand Twenty-One.



Request for Town Council Action

Presentation: Police Oath
of Office
Date: 03/02/2021

Subject: Police Swear In
Department: Police Department
Presented by: Chief of Police R.K. Powell
Presentation: Presentation

Issue Statement

The Police Department has hired a new officer to fill an existing vacancy within the Police Department. Jonathan Aaron Boyce was hired to fill this position. Officer Boyce has been assigned to the Patrol Division to fill one of the vacant slots. Officer Boyce has no prior Law Enforcement experience.

Financial Impact

Salary will be covered by current budget.

Action Needed

Jonathon Boyce needs to be sworn in and welcomed to the Smithfield Community.

Recommendation

Jonathon Boyce needs to be sworn in and welcomed to the Smithfield Community.

Approved: Town Manager Town Attorney

Attachments:

1. Oath of Office



Staff Report

**Presentation of
Oath of
Office**

OATH OF OFFICE SMITHFIELD POLICE DEPARTMENT

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

Signature

Date

Sworn to and subscribed before me this the _____ day of _____,
_____.

Judge/Clerk

Commission Expires



Request for Town Council Action

Presentation: Police Oath of Office
Date: 03/02/2021

Subject: Police Swear In
Department: Police Department
Presented by: Chief of Police R.K. Powell
Presentation: Presentation

Issue Statement

The Police Department has hired a new officer to fill an existing vacancy within the Police Department. Derek Anthony Leagan was hired to fill this position. Officer Leagan has been assigned to the Patrol Division to fill one of the vacant slots. Officer Leagan has prior Law Enforcement experience, with the Town of Burgaw and the City of Wilmington.

Financial Impact

Salary will be covered by current budget.

Action Needed

Derek Leagan needs to be sworn in and welcomed to the Smithfield Community.

Recommendation

Derek Leagan needs to be sworn in and welcomed to the Smithfield Community.

Approved: Town Manager Town Attorney

Attachments:

1. Oath of Office



Staff Report

Presentation **Oath**
of
Office

OATH OF OFFICE SMITHFIELD POLICE DEPARTMENT

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

Signature

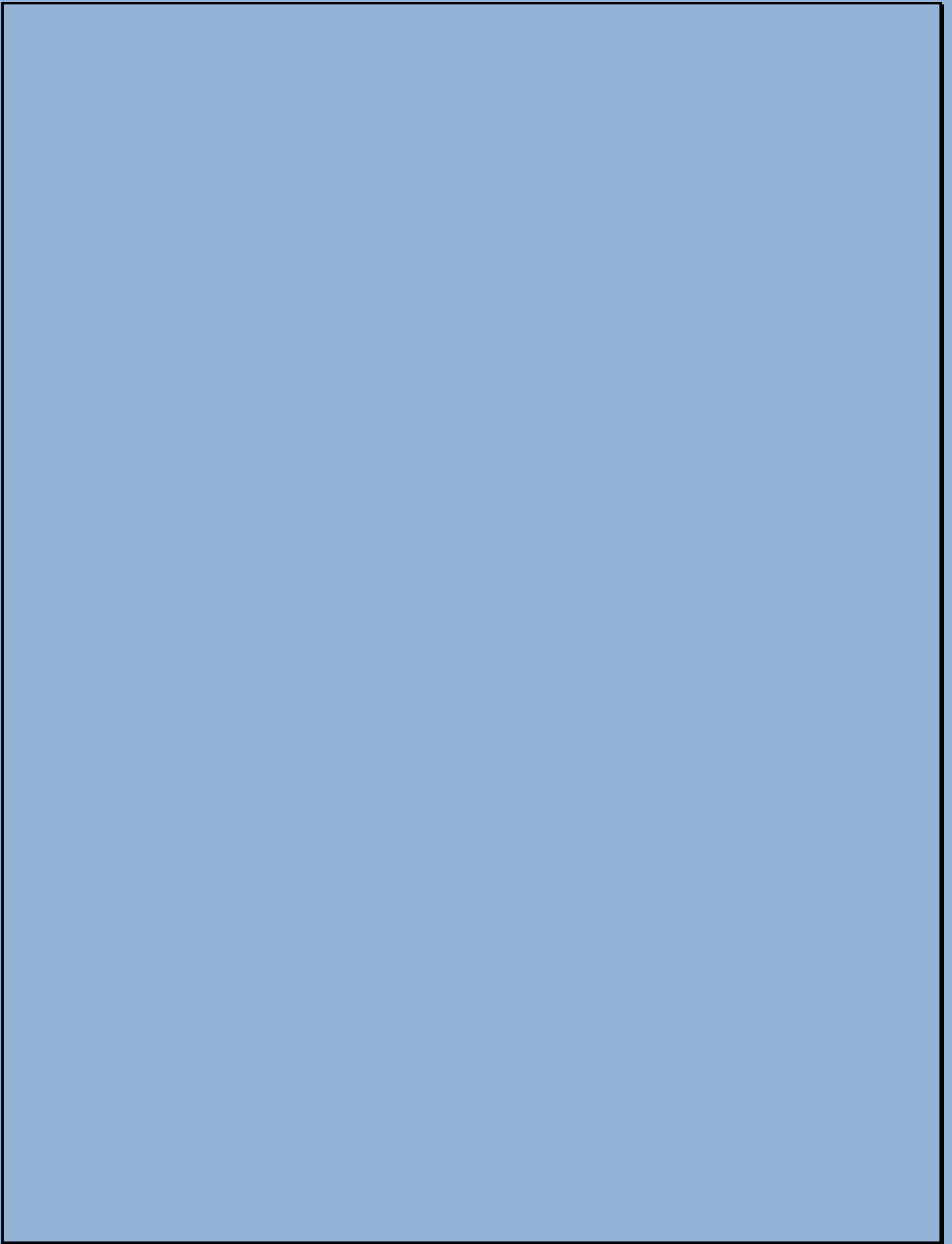
Date

Sworn to and subscribed before me this the _____ day of _____,
_____.

Judge/Clerk

Commission Expires

Public Hearing





Request for Planning Board Action

**Public
Hearing:** ZA-21-01
Date: 03/02/2021

Subject: Zoning Text Amendment
Department: Planning
Presented by: Planning Director – Stephen Wensman
Presentation: Public Hearing

Issue Statement

Request to amend Article 7, Section 7.46 as it pertains to columbaria.

Financial Impact

None.

Action Needed

The Town Council is respectfully requested to hold a public hearing and review the zoning text amendment and to make a decision whether to approve, approve with changes, or to deny the request.

Recommendation

Planning Staff and the Planning Board recommend approval of the zoning text amendment ZA-21-01 with a statement declaring the request 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. Application
3. Draft Zoning Text Amendment
4. Consistency Statement
5. Planning Board Minutes
6. Legal Notice



Staff Report

Agenda ZA-
Item: 21-01

REQUEST:

St. Ann's Church is requesting an amendment to Article 7, Section 7.46 as it pertains to columbaria.

ANALYSIS:

The Town Council recently adopted regulations for columbaria. After the ordinance was approved, St. Ann's found their planned columbaria was going to be in violation of the newly adopted regulations and is requesting changes to the ordinance:

1. Allow columbaria visible from the public right-of-way to be 1-foot taller than the allowed maximum 6-foot height limit
2. Refining access requirements in 7.35.1.1
3. Increasing the allowed number of columbaria with a special use permit
4. Amending the perpetual care and maintenance trust fund requirements with annual reporting
5. Using the term niches for an urn place
6. Requiring clear title on land used for columbaria
7. And other minor clarifications.

Columbaria Height. St. Ann's planned columbaria will be 1-foot taller than the allowed maximum 6-foot height limit when visible from the public right-of-way. Staff feels the one-foot height difference is insignificant and supports this change.

Access Requirements. The purpose of the access requirements is to ensure access for maintenance. The proposed refinements to the ordinance clarify that purpose and access requirements.

Trust Fund. St. Ann's is requesting changes to the trust fund requirement. The diocese currently charges \$4000 a niche and requires 15% of the sales prices be placed in an endowment for future maintenance. With a planned 2000 niches, St. Ann's will have an endowment for perpetual care of \$1,200,000 when the columbaria is built out. St. Ann's is proposing that with a special use permit, the Town Council could set an alternative percentage of the sales priced be retained for perpetual care, not less than 15% of the sales

price. The proposed change to the endowment would only affect columbaria that are greater than 200 niches, leaving the 50% funding requirement for columbaria that are smaller than 200 niches.

Other Changes. St. Ann’s also reviewed the ordinance from the perspective of experience in constructing and managing columbaria (diocese perspective) and offered additional requested refinements to the ordinance such as:

- Using the term niches for an urn place
- Requiring clear title on land used for columbaria
- And other minor clarifications.

Staff is in support of the amendment. The special use permit requirement for columbaria over 200 gives the Council oversight and an ability to mitigate any related issues. The difference in height between 6’ or 7’ is inconsequential. Allowing discretion in determining a lesser trust fund amounts for large columbaria (+200) allows the Council to take into consideration economies of scale, the financial solvency of the institution, its record or lack of record maintaining properties under its control and/or other circumstances.

CONSISTENCY STATEMENT (STAFF OPINION):

Staff finds the zoning text amendment as proposed consistency with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

RECOMMENDATION:

Planning Staff and the Planning Board (unanimously) recommend approval of the zoning text amendment, ZA-21-01, with a statement declaring the request is consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest

RECOMMENDED MOTION:

Staff recommends the following motions:

"move to approve zoning text amendment, ZA-21-01, amending the supplementary standards for columbaria, and approve of a consistency statement finding the amendment 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."



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

Petition for Amendment to the Unified Development Ordinance

Pursuant to Article 4 of the Town of Smithfield 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. The application for any amendment shall contain a description of the proposed zoning regulation.

APPLICANT INFORMATION:

St. Ann Catholic Church, Paul Emblar	4057 US 70 Business.....
_____	_____
Petitioner's Name	Address or PO Box
Clayton, North Carolina 27520.....	Church 919 934 2084, Paul E. 919 219 3410
_____	_____
City, State, Zip Code	Telephone

Proposed amendment to the Town of Smithfield Unified Development Ordinance:
 Article 7 Supplemental Regulations (see attachment).....

(Attach additional sheets as necessary)

This application must be accompanied by a Statement of Justification which addresses the following:

1. How the amendment proposed would serve the public interest or correct an obvious error in the existing ordinance.
2. How the amendment proposed will enhance or promote the purposes and goals of the adopted plans and policies of the governing body.

The undersigned hereby authorizes the filing of this petition and certifies that the information contained herein stands alone based on the merits of this request and is accurate to the best of their knowledge and belief.



 Signature of Petitioner

January 14, 2021.....

 Date

FOR OFFICE USE ONLY

File Number: ZA-21-01 Date Received: 1/14/21 Amount Paid: 0

DRAFT ORDINANCE # ZA-21-01
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 7 SUPPLEMENTAL REGULATIONS

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Unified Development Ordinance by making changes to the Town of Smithfield Unified Development Ordinance as it pertains to columbaria and urn plots as an accessory use to churches and places of worship; and

WHEREAS, it is the objective of the Smithfield Town Council to have the UDO promote regulatory efficiency and consistency and the health, safety, and general welfare of the community; and

NOW, THEREFORE, be it ordained that the following Articles are amended to make the following changes set forth in the deletions (strikethroughs) and additions (double underlining) below:

[Revise Article 7 supplemental regulations for columbaria.

PART 1

SECTION 7.35 COLUMBARIUM.

~~A columbarium, an~~ An indoor or outdoor columbaria and/or urn plots columbarium, an outdoor columbarium, or an urn plot, shall be permitted as accessory uses to churches and places of worship accordance with Section 6.5 and subject to the following standards:

7.35.1. Any ~~church or place of worship~~ place of worship may establish an indoor columbarium, ~~and/or~~ an outdoor columbarium, ~~and/or~~ or an urn plot as an accessory structure as an accessory to its permitted use provided the following are submitted to the Planning Department and approved:

7.35.1.1. A site plan of the proposed area approved by the Planning Department where the columbarium or urn plots are to be located showing the location of each niche or urn, the dimensions of the space, and a 20-foot access area for maintenance ~~and visitation~~ that has relatively flat and firm topography such that maintenance equipment could access the burial area. The 20-foot access area shall be adjacent to the columbarium or urn plot and shall be accessed from a public right-of-way, private drive, or parking lot. Vehicular access internal to the columbarium or urn plot is not allowed. Internal access shall be limited to handicapped pedestrian access only. In addition to the site plan, construction drawings prepared by a licensed architect, engineer, or landscape architect. Construction drawings shall show dimensions, materials, and details.

7.35.1.2. A special use permit is required for columbaria with greater than 200 niches.

7.35.1.3. A plan of perpetual care and maintenance trust fund is required for a columbarium or urn plot. Funding of the trust fund must occur as niches or urn plots are sold. The church or place of worship shall submit an annual report to the Town of Smithfield Planning Department showing sales, receipts, and expenditures. The reporting period is January 1st to December 31st. Annual reports are due on April 1st for columbaria or urn plots. Fifty (50) percent of the sales price of a niche or urn plot must be deposited in the trust fund for columbaria with 200 niches or urn plots or less. With a special use permit for columbaria with greater than 200 niches, the Town Council shall establish the percentage of the sales price to be retained. In no case shall the percentage be less than fifteen (15) percent of the sales price. The church or place of worship may spend up to three (3) percent of the trust fund for maintenance of the columbarium or urn plot on an

~~annual basis, to be available if the Institution closes or no longer operates the columbarium or urn plot which is segregated for just the columbarium or urn plot with funds retained from half the price of each urn. The place of worship may spend annually from the fund 3% of the trust fund.~~

7.35.2. All Indoor Columbaria within the building of a church or place of worship must comply with the following physical requirements:

7.35.2.1. Alternate Plan. The church or place of worship must present a plan with a dedicated outside area with clear title and able to comply with Section 7.35.1.1 for interment of the urns in the event the church or place of worship ceases to operate or manage the columbarium.

7.35.2.2. Shall meet the NC Building Code and be constructed of masonry, natural stone or concrete.

7.35.3. All Outdoor Columbaria must comply with the following physical requirements:

7.35.3.1. Location. A columbarium must be located outside a building on land owned and occupied by a church or place of worship as defined by the Unified Development Ordinance, Appendix A. Land shall have a clear title and meet the requirements of Section 7.35.1.1.

7.35.3.2. Height. Outdoor columbaria must be no higher than ~~six (6)~~ seven (7) feet as measured from the average grade elevation where a columbarium meets the grade. An outdoor columbarium that is not visible from off-property public is not subject to the ~~six (6)~~ seven (7) feet requirement and may be higher.

7.35.3.3. Setback. Columbarium structures shall meet the setback and yard requirements of the underlying zoning district.

7.35.3.4. Appearance. A columbarium shall be complementary to the primary structure and consistent of natural stone, concrete or masonry construction. ~~design with the primary structure.~~

7.35.3.5. Signage. Signage shall be limited to inscriptions on the face of a columbarium niche and commemorative plaque on the columbarium structure. Commemorative plaques may be no larger than 12 inches by 12 inches.

7.35.3.6. Number. The columbaria must have spaces for no more than 200 urns except when a greater number is approved by the Town Council with a special use permit.

7.35.4. All Outdoor Urn Plots must comply with the following physical requirements:

7.35.4.1. Location. An outdoor urn plot must be located outside a building owned and occupied by a church or place of worship as defined by the Unified Development Ordinance, Appendix A. Land shall have a clear title and shall comply with Section 7.35.1.1.

7.35.4.2. Setback. Outdoor urn plot structures shall meet the setback and yard requirements of the underlying zoning district.

7.35.4.3. Appearance. Urn plot shall be complementary or consistent in ~~material and~~ design with the primary structure.

7.35.4.4. Number. The church or place of worship ~~shall not provide~~ shall have no more than 100 urn plot spaces ~~for more than 100 spaces.~~

7.35.4.5. Signage. Signage shall be limited to one inscribed stone per urn plot inscriptions ~~on the face of a urns in the ground with one sign~~ not exceeding 2 sq. ft.

PART 2

That the Unified Development Ordinance shall be page numbered and revision dated as necessary to accommodate these changes.

PART 3

That these amendments of the Unified Development Ordinance shall become effective upon adoption.

Duly adopted this the __day of ____ 2021.

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
ZA-21-01**

Whereas the Smithfield Town Council, upon acting on a zoning ordinance 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 ordinance 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 RECOMMEND APPROVAL OF THE ORDINANCE AMENDMENT,

That the final action regarding zoning ordinance amendment ZA-21-01 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 regularly scheduled meeting of Town Council; 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 ordinance 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 at their regularly scheduled meeting. Therefore, the ordinance amendment is reasonable and in the public interest.

IN THE EVENT THAT THE MOTION TO RECOMMEND APPROVAL OF THE ORDINANCE FAILS,

That the final action regarding zoning ordinance amendment ZA-21-01 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 ordinance amendment does not promote this and therefore is neither reasonable nor in the public interest.

**Draft
Town of Smithfield
Planning Board Minutes
Thursday, February 4, 2021
Town Council Chambers
6:00 PM**

Members Present:

Chairman Stephen Upton
Teresa Daughtry
Debbie Howard
Michael Johnson
Doris Wallace
Alisa Bizzell

Members Absent:

Ashley Spain
Mark Lane

Staff Present:

Mark Helmer, Senior Planner
Julie Edmonds, Administrative Assistant

Staff Absent:

Stephen Wensman, Planning Director

CALL TO ORDER

APPROVAL OF AGENDA

Michael Johnson made a motion, seconded by Debbie Howard to approve the agenda.
Unanimously approved

APPROVAL OF MINUTES from January 7th, 2021

Michael Johnson made a motion, seconded by Doris Wallace to approve the minutes as written.
Unanimously approved

NEW BUSINESS: ZA-21-01 Saint Ann Catholic Church:

The applicant is requesting an amendment to the Town of Smithfield Unified Development Ordinance, Article 7, Supplemental Regulations as it pertains to columbaria with over 200 niches and other refinements to the existing regulations concerning columbaria.

Mark Helmer said the Planning Department now notifies the public of Planning Board meetings. You will see in your agenda the legal ad and the affidavit of the ad that went to the newspaper. Since there weren't adjacent property owners, no letters were sent notifying them.

Mr. Helmer said we have further revisions to the Columbaria ordinance that was first brought before you in November. St. Ann's Church is requesting an amendment to Article 7, Section 7.46 as it pertains to columbaria. After the ordinance was approved, St. Ann's found their planned columbaria was going to be in violation of the newly adopted regulations and is requesting changes to the ordinance:

1. Allow columbaria visible from the public right-of-way to be 1-foot taller than the allowed maximum 6-foot height limit
2. Refining access requirements in 7.35.1.1
3. Increasing the allowed number of columbaria with a special use permit
4. Amending the perpetual care and maintenance trust fund requirements with annual reporting
5. Using the term niches for an urn place
6. Requiring clear title on land used for columbaria
7. And other minor clarifications.

Columbaria Height. St. Ann's planned columbaria will be 1-foot taller than the allowed maximum 6-foot height limit when visible from the public right-of-way. Staff feels the one foot height difference is insignificant and supports this change.

Access Requirements. The purpose of the access requirements is to ensure access for maintenance. The proposed refinements to the ordinance clarify that purpose and access requirements.

Trust Fund. St. Ann's is requesting changes to the trust fund requirement. The diocese currently charges \$4000 a niche and requires 15% of the sales prices be placed in an endowment for future maintenance. With a planned 2000 niches, St. Ann's will have an endowment for perpetual care of \$1,200,000 when the columbaria are built out. St. Ann's is proposing that with a special use permit, the Town Council could set an alternative percentage of the sales priced be retained for perpetual care, not less than 15% of the sales price. The proposed change to the endowment would only affect columbaria that are greater than 200 niches, leaving the 50% funding requirement for columbaria that are smaller than 200 niches.

Planning Staff recommends the Planning Board recommend approval of the zoning text amendment, ZA-21-01, with a statement declaring the request is consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Debbie Howard made a motion to recommend approval of zoning text amendment, ZA-21-01, amending the supplementary standards for columbaria finding the amendment 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, seconded by Teresa Daughtry. Unanimously approved.

OLD BUSINESS:

None

Adjournment

Being no further business, Michael Johnson made a motion seconded by Debbie Howard to adjourn the meeting. Unanimously approved

Next Planning Board meeting is March 4th, 2021 at 6pm.

Respectfully Submitted,

Julie Edmonds

Julie Edmonds
Administrative Support Specialist

DRAFT



PLANNING DEPARTMENT

Mark E. Helmer, AICP, CZO
Senior Planner

Notice of Public Hearing

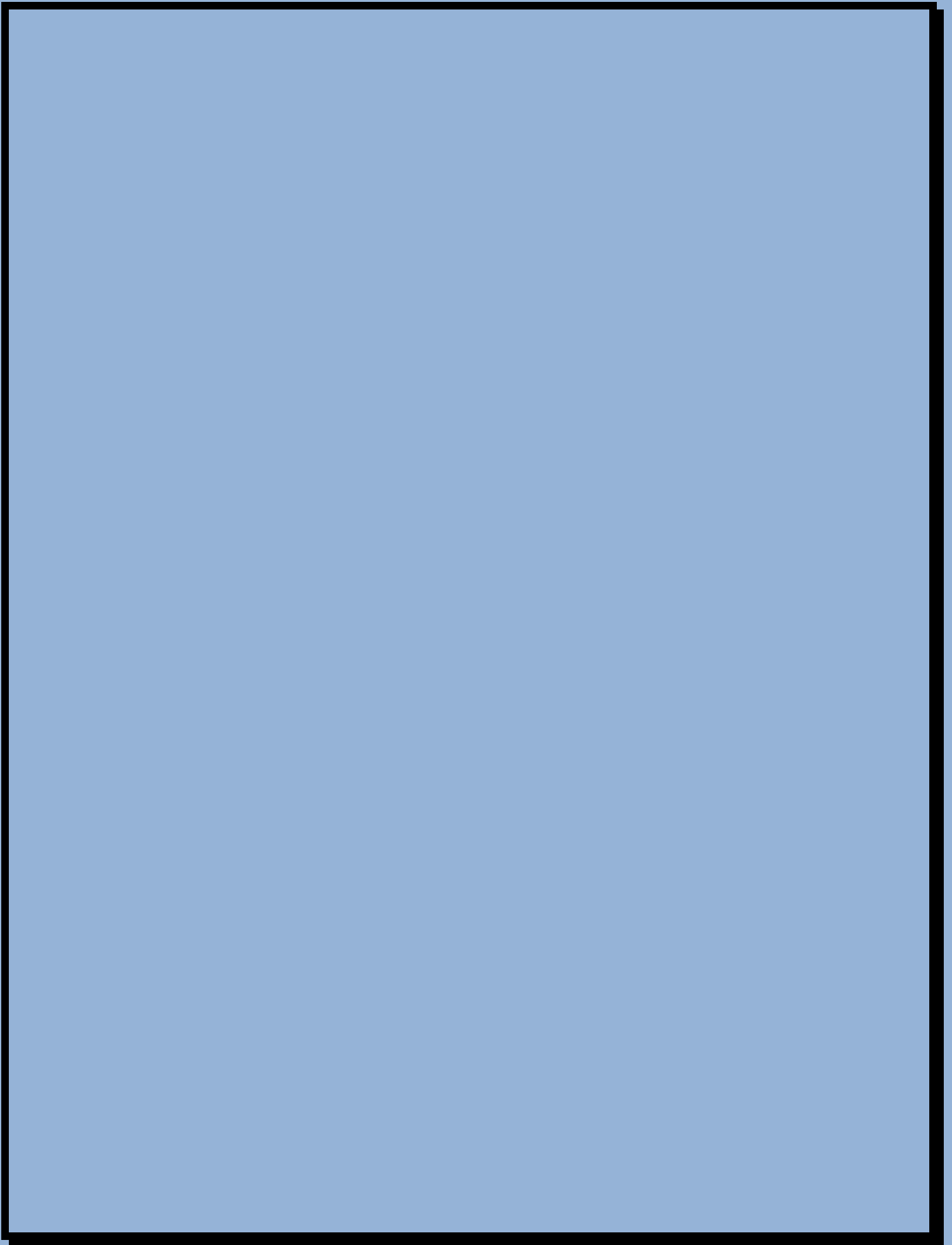
Notice is hereby given that the Town Council of the Town of Smithfield will conduct a public hearing during the course of their open meeting which starts at 7:00 P.M. on Tuesday, March 2, 2021 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

ZA-21-01 Saint Ann Catholic Church: The applicant is requesting an amendment to the Town of Smithfield Unified Development Ordinance, Article 7, Supplemental Regulations as it pertains to columbaria with over 200 niches and other refinements to the existing regulations concerning columbaria.

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

Run legal “ad” in the Johnstonian News on 2/17/2021 and 2/24/2021

Consent Agenda Items



The Smithfield Town Council met in regular session on Tuesday, February 2, 2021 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Administrative Staff Present

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

(Note: All Town Department Heads were present, but due to Social Distancing and Mass gathering restrictions related to Covid19, they were not present in the meeting room unless an item from their Department was discussed)

Also Present

Bob Spence, Town Attorney

Administrative Staff Absent

CALL TO ORDER

Mayor Moore called the meeting to order at 7:01 pm.

INVOCATION

The invocation was given by Councilman Barbour followed by the Pledge of Allegiance

APPROVAL OF AGENDA:

Councilman Barbour made a motion, seconded by Councilman Wood, to move Consent Agenda Item 2: *Consideration and request for approval to adopt Resolution No.676 (04-2021) supporting the revenue bonds for the Johnson Court Apartments Rehab Project* to Business Item 1. Unanimously approved.

Councilman Scott made a motion, seconded by Councilman Barbour to move Business Item 2: *Bid award to Deacon Jones in the amount of \$66,836.00 for the purchase of two Dodge Durango vehicles for the Police Department's Traffic Team* to Consent Agenda Item 13. Unanimously approved.

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

Add to the Consent Agenda:

11. Special Event: Consideration and request for approval to allow Francisco Valle to hold a fundraiser at Twister's Dance Club Parking lot on Saturday, February 20, 2021 from 9:00 until 5:00 pm.
12. Consideration and request for approval to accept the NCDOT Pedestrian Planning Grant

Unanimously approved.

Mayor Moore informed the Council that on page 32 of the agenda, the first paragraph of the staff report was incorrect. A corrected staff report had been provided to the Council

PRESENTATION:

1. Proclamation: Honoring Terry Steve Sasser's 20+ years of service to the Town of Smithfield

Mayor Moore presented Steve Sasser with a proclamation honoring his years of service with the Town and wished him well in his retirement.

PROCLAMATION

In Honor of Fire Captain Terry Steve Sasser's
23 Years of Dedicated Service
to the Town of Smithfield

WHEREAS, Terry Steve Sasser has been a dedicated employee of the Town of Smithfield for 23 years; and

WHEREAS, Terry Steve Sasser retired on January 31, 2021 with 21 years of full-time service and 2 years of volunteer service with the Smithfield Fire Department; and

WHEREAS, prior to his years with the Town of Smithfield, Terry Steve Sasser also served in the North Carolina Department of Corrections; and

WHEREAS, during his career, Terry Steve Sasser has risen through the ranks beginning as a Fire Engineer and ultimately promoted to the rank of Fire Captain; and

WHEREAS, Terry Steve Sasser's years of service have been marked with professionalism, dedication and service to the citizens of Smithfield; and

WHEREAS, Terry Steve Sasser has earned and deserves this public recognition for his many years of service and commitment to the Town of Smithfield.

NOW, THEREFORE, I, M. Andy Moore Mayor of the Town of Smithfield along with the members of the Town Council, express our sincere appreciation to Terry Steve Sasser for his distinguished service to the Town of Smithfield, and urge our citizens to join with us as we extend our sincere appreciation for his work, and wish him well in his future endeavors.

Councilman Scott expressed his appreciation to Captain Sasser for his many years of service to the Town.

PUBLIC HEARINGS: None

CITIZEN'S COMMENTS: None

CONSENT AGENDA:

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

1. The following minutes were approved:
 - December 7, 2020 – Recessed Meeting
 - January 5, 2021 – Regular Meeting
 - January 5, 2021 – Closed Session Meeting
 - January 21, 2021 – Special Meeting

• January 21, 2021 – Closed Session Meeting

2. Promotion: Approval was granted to promote a Fire Fighter II to a Fire Engineer
3. Approval was granted to accept the Assistance to Firefighter’s Grant and accept the bid from Air Cleaning Specialists Raleigh, NC in the amount of \$29,893.00 for the installation of an exhaust removal system at Fire Station #2.
4. Bid was awarded to Capital Chevrolet (utilizing the NC Sherriff’s Association State Contract) in the amount of \$62,104.40 for the purchase of two pick-up trucks for the Fire Department. Bids received are as follows:

Chevrolet 1500 4X4 crew cab 4-door

• Capital Chevrolet of Wake Forest	\$31,107.40
• Deacon Jones of Smithfield	\$31,980.00
• Kenly Chevrolet	\$34,133.00

Chevrolet 2500 4X4 regular cab

• Capital Chevrolet of Wake Forest	\$30,997.00
• Deacon Jones of Smithfield	\$31,760.00
• Kenly Chevrolet	\$33,205.00

5. Bid was awarded to Office Value in the amount of \$8,196.80 for the purchase of office furniture at the Smithfield Recreation and Aquatics Center. Bid received are as follows:

• Office Value	\$8,196.80
• All American	\$11,130.29
• Indoff	\$11,801.94

6. Bid was awarded to James River Equipment in the amount of \$10,103.22 for the purchase of a John Deere Gator for the Parks and Recreation Department. Bids received are as follows:

• James River Equipment	\$10,103.22
• Quality Equipment	\$10,179.63
• Southeast Farm Equipment	\$10,569.42

7. Bid was awarded to Knightdale Tractor and Equipment in the amount of \$12,250.00 for the purchase of a SCAG Turf Tiger II mower for the Parks and Recreation Department. Bids received are as follows:

• Knightdale Tractor and Equipment	\$12,250.00
• Aycock Tractor Company	\$12,800.00
• Bullock Brothers	\$12,902.00

8. Approval was granted to and to appoint Kristina Whitten to the Downtown Smithfield Development Corporation Board of Directors.

9. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Equipment Mechanic	PW – Garage	10-30-5650-5100-0200	\$19.23/hr. (\$39,998.40/yr.)
Police Officer I (2 positions)	Police	10-20-5100-5100-0200	\$18.60/hr. (\$41,589.60/yr.)
Police Officer II	Police	10-20-5100-5100-0200	\$19.52/hr. (\$43,646.72/yr.)
P/T SRAC Staff (3 positions)	P&R - SYCC	10-60-6240-5100-0210	\$10.00/hr.
P/T Instructor	P&R – Aquatics	10-60-6220-5100-0230	\$15.00/hr.
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200	\$15.18/hr. (\$31,574.40/yr.)

Current Vacancies
Position

Department

Budget Line

Assistant Finance Director	Finance	10-10-4200-5100-0200
Firefighter I	Fire	10-20-5300-5100-0200
Fire Inspector (Part-time)	Fire	10-20-5300-5100-0210
Police Officer I (5 positions)	Police	10-20-5100-5100-0200

10. Special Event: Consideration and request for approval to allow Francisco Valle to hold a fundraiser at Twister's Dance Club Parking lot on Saturday, February 20, 2021 from 9:00 until 5:00 pm.
11. Consideration and request for approval to accept the NCDOT Pedestrian Planning Grant
12. Bid was awarded to Deacon Jones in the amount of \$66,836.00 for the purchase of two Dodge Durango vehicles for the Police Department's Traffic Team

Business Items:

1. Consideration and request for approval to adopt Resolution No.676 (04-2021) supporting the revenue bonds for the Johnson Court Apartments Rehab Project

Councilman Barbour made a motion, seconded by Councilman Stevens, to rescind the motion made by the Town Council during the Town Council public hearing on November 10, 2020 with respect to the issuance of bonds in conjunction with Johnson Court Apartments. Unanimously approved.

2. Consideration and request for approval to enter into a contract with APR Restoration and Commercial Development for the Police Department Expansion Project

Chief of Police R. Keith Powell addressed the Council on a request to enter into a contract with APR Restoration and Commercial Development for the Police Department Expansion Project. Todd Waddell of APR explained the proposed 3500 sq ft addition which included: 250 Sq ft of office space, new men's locker room and restroom, armory, new evidence room, drive through garage/storage, additional 25 parking spaces and parking lot connected in the rear of the project.

Councilman Scott questioned if the E-Commerce Safe zone would remain. Chief Powell responded that it would remain and extend the camera system for that area.

Mayor Moore stated financing had not been established for the project. The Town Manager responded that staff did not have a particular financial institution to recommend at this time.

Councilman Barbour questioned if Chief Powell and the police officers were happy with the proposed plan. Chief Powell responded that everyone was happy with the design and were looking forward to the expansion. Councilman Barbour further questioned how long this expansion would meet the needs of the Police Department. Chief Powell responded he felt it would meet the needs of the Police for possibly twenty year.

Councilman Scott made a motion, seconded by Councilman Wood, to approve the project as submitted and award it to the low bidder, APR Restoration and Commercial Development, contingent on a forthcoming financing recommendation. Unanimously approved.

Councilman Scott requested that staff provide the Council with a site plan that included the adjoining property. He asked that staff consider additional parking options.

3. Storm Water Action Committee Update and Recommendations

Planning Director Stephen Wensman explained there had been a number of flood events in the Town of Smithfield. In 2017, the Golden LEAF Foundation grant of 70,000 was accepted for a stormwater study and that study identified a number of things the Town should be doing for stormwater. In February 2018, the Town hired Jewel Engineering to perform the study. The plan identified, prioritized and planned to address flooding and stormwater quality problems throughout the Town. In July 2019, the Stormwater Management Action Plan was completed and presented to the Town Council. The

final report included findings and recommendations summarized in an executive summary in the report. The appendices included a capital improvement assessment, and a charter for stormwater advisory committee. In November 2019, the stormwater advisory committee was appointed by the Town Council and we've had those meetings for about a year now. That committee had a mission to review and discuss a range of municipal stormwater services including regulatory programs, and to add make advisory level recommendations to the town management and council regarding the extent and level of the town's future stormwater program and program funding strategy.

Smithfield currently spends about \$70,000 annually from the general fund on its stormwater program and services. The study recommended funding sources to pay for a future stormwater program. Towns and cities around the country are creating stormwater utilities and most have a \$4.50 ERU value. The funding alternatives laid out for that utility is based on an Equivalent Residential Unit (ERU). An ERU is a measure of the average amount of impervious surface area for a single-family residential property located in the town. Parcels would be billed on the basis of how much impervious area is on the parcel, regardless of the total area of the parcel. Each residential unit could be charged a fee that would support a stormwater management plan. The report recommended three alternatives: \$1 per ERU, \$3 per ERU or \$5 per ERU. Nonresidential properties would have their impervious surface calculated and whatever that average residential impervious is, that would be used.

The Council will have to decide what type of Stormwater Management Program the Town wants. The more funding, the more proactive the Town can be with capital projects. Currently, the Town has a reactionary program where problems are fixed as they occur. Also, there is no funding for stormwater issues. The Town is essentially taking funds from the General Fund to address any problems. The Stormwater Committee recommended creating a stormwater utility with the goal of a level 2 funded by a \$3 ERU.

The options for collecting the stormwater utility fees would be to include it on a monthly utility bill or an annual property tax bill. If the Town chose to add the fee to the property tax bill, it would need a local act approved by the North Carolina General Assembly. The Town Manager explained that adding this fee to the utility bills was problematic because of rental property.

Councilman Scott stated that because of the current pandemic situation he cautioned moving forward with implementation of this program. Mayor Moore stated he agreed with Councilman Scott but he was in favor of implementing the stormwater management program in the future.

Mr. Wensman explained the next steps would be hire a consultant to map single-family and non-residential impervious to determine the average amount of impervious surface area for a single-family residential property located in the town, (estimated cost \$40,000) and adopt an ordinance creating the stormwater utility and the desired ERU dollar value to achieve the desired level of service. Staff has an RFQ for the study. That contract would be brought to the Council in the future.

Councilman Scott questioned if an enterprise fund could be established for the stormwater utility. The Town Manager responded that a separate department could be established, but until funding for the stormwater utility is determined a separate enterprise fund could not be established.

No action was taken

Councilmembers Comments:

- Councilman Scott stated that February was Black History Month and he asked we remember all those that have laid the groundwork in Smithfield. He expressed his appreciation to the staff for their hard work and efforts.

Town Manager's Report:

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

- North 2nd Street: Staff is beginning the operations to close North Second Street as previously approved by Council. Signage will be going up this week indicating the street will be closed effective March 8th. This should give travelers enough notice to alter their traffic patterns accordingly.
- Spring Branch Project: We are holding a public information meeting on February 11th from 6:30 to 8:30 to alert the public to the upcoming changes to the Spring Branch area between South 4th Street and Highway 301. The meeting will be held as a video conference on Facebook Live with in-person drop ins at the SRAC.
- Budget Meeting: Staff is preparing to have a meeting of the public on Thursday, February 25th from 6:30 pm to 8:30 pm at the SRAC. The meeting will be informal and will allow the public to drop in and share their input on the upcoming budget and items that should be addressed in the next fiscal year. The meeting will be properly noticed as a Council meeting. Telephone calls will also be received at this time so those who do not wish to appear in person can still be heard. Emails will also be accepted prior to the meeting. There will be no action items for the meeting. Please provide feedback if this date is acceptable.

Closed Session Pursuant to NCGS 143-318.11 (a) (4)

Councilman Wood made a motion, seconded by Councilman Barbour to enter into Closed Session pursuant to the aforementioned statute. Unanimously approved at approximately 8:03 pm

Reconvene in Open Session

Councilman Scott made a motion, seconded by Councilman Barbour, to reconvene in Open Session. Unanimously approved at approximately 8:52 pm

Adjourn

Being no further business, Councilman Wood made a motion, seconded by Councilman Barbour to adjourn the meeting. Unanimously approved. The meeting adjourned at approximately 8:53 pm

ATTEST:

Shannan L. Parrish, Town Clerk

M. Andy Moore, Mayor



Request for Town Council Action

Consent Agenda Item: Date:	Crew Leader Promotion 03/02/2021
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Subject: Promotion

Department: Public Works - Streets

Presented by: Lawrence Davis / Tim Kerigan

Presentation: Consent Agenda

Issue Statement

This is a request to promote from within, an employee from Equipment Operator to Crew Leader in the Streets Division. Our previous Streets Crew Leader retired last month after over 20 years of service to the Town. In accordance with the Town's Employee Handbook, all promotions to a higher pay grade may be accompanied by a maximum 10% increase per the Manager's discretion.

Financial Impact

This pay increase is accounted for in the Public Works - Streets budget and will not require a budget amendment to the current salary line item. In this case, the individual employee's pay increase would result in a maximum \$3,473.00 overall increase for the budget annually. However, that is less than the amount that was budgeted for, and being paid to, the previous Streets Crew Leader. Effective date would be March 15, 2021.

Action Needed

Approval to proceed with the requested promotion.

Recommendation

Staff recommends the approval of the promotion.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

**Consent
Agenda
Item:** **Crew Leader
Promotion**

This is a request to promote from within, an employee from Equipment Operator to Crew Leader in the Streets Division. Our previous Streets Crew Leader retired last month after over 20 years of service to the Town. In accordance with the Town's Employee Handbook, all promotions to a higher pay grade may be accompanied by a maximum 10% increase per the Manager's discretion.

Three current Equipment Operators applied for, and interviewed for, this position/vacancy. While we are very fortunate to have wonderful employees in the Public Works Department, one particular employee exhibits the best skillset desired for the Streets Crew Leader position.



Request for Town Council Action

Consent **Donation**
Agenda **of Sick**
Item: **Leave**
Date: **03/02/2021**

Subject: Request for Approval of Donation of Sick Leave
Department: Public Utilities – Water/Sewer & Human Resources
Presented by: Human Resources Director - Tim Kerigan
Presentation: Consent Agenda

Issue Statement

Staff is requesting the approval of the donation of sick time to a requesting employee from fellow employees.

Financial Impact

None expected.

Action Needed

Consideration and approval of request.

Recommendation

Approval of request not to exceed 80 hours of donated sick hours to the requesting employee.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Employee Request



Staff Report

Agenda Item: **Donation of Sick Leave**

A Water/Sewer Supervisor has proven to be highly valued. He has a medical health condition not associated with work, that will require him to miss approximately 4-6 weeks of work time. This time would concur with approved FMLA leave totaling a maximum of 12 weeks. The employee has approximately 97 hours currently available for leave and is requesting the donation of an additional hours of sick leave to be donated from other employees.

Staff has reviewed this request and seeks approval from Council to allow other employees to donate sick hours to the requesting employee. If approved, all donations of time must be completed and submitted no later than March 17, 2021 and will not exceed a maximum of 80 hours.



Date: 2/19/2021

To: Tim Kerigan

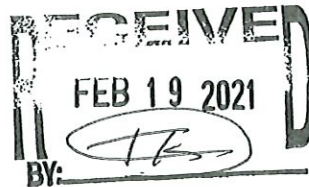
From:

Cc:

Re: Donated Sick Leave

Tim,

I will be going out of work on 2/23/2021 to have surgery on my left knee. I have 64.03 hrs. of vacation time I can use and 33.50 hrs. of sick time. Because of having Covid last August I do not have enough time for my surgery. The doctor said I would be out 4-6 weeks for recovery. I am requesting for time to be donated so I will have enough to cover my absences.





Request for Town Council Action

**Consent
Agenda
Item:** Reimbursement
Agreement
Date: 03/02/2021

Subject: Reimbursement Agreement with Buffalo Road, LLC

Department: General Government

Presented by: Town Manager – Michael Scott

Presentation: Consent Agenda Item

Issue Statement

The Town Council approved a contract with Buffalo Road, LLC to reimburse a portion of certain infrastructure costs for a residential subdivision located at 1899 Buffalo Road, north of Durwood Stevenson Highway in August 2018. The Contract requires amending due to a change in the development plan and the phasing schedule.

Financial Impact

\$1,131,942 after total build out. \$155,636 has been previously reimbursed for Phase One.

Action Needed

Approve the contract as provided.

Recommendation

Staff recommends the approval of the contract as provided.

Approved: Town Manager Special Retained Council; Ernest Pearson, Nexsen-Pruett

Attachments:

1. Staff Report
2. Draft Amended Contract



Staff Report

**Consent
Agenda
Item:** **Reimbursement
Agreement**

Town Staff is requesting the current reimbursement contract with Buffalo Road LLC be amended so there is consistency between the contract and the amended plans. The contract with Buffalo Road, LLC is to reimburse a portion of certain infrastructure improvements needed to build the Planned Unit Development previously approved by the Town Council as RZ-18-04 and SUP-18-02 in March of 2018 and amended and approved in January, 2021. The plan currently includes the building of a 293-lot residential subdivision at 1899 Buffalo Road of which 168 are detached single family residential lots, 60 attached single family triplex lots and 65 townhouse lots. The reimbursements would be paid to the developer in a prorated amount once certificates of occupancy are obtained by the developer. Pages five and six (5 & 6) of the attached draft contract contains the maximum amounts the Town would be responsible for regarding each phase. The maximum amount reimbursable to the developer per fiscal year would be equal to no more than one phase of the residential project. The parameters set forth with the draft contract are consistent with the Town's adopted residential reimbursement policy. The original contract called for reimbursement amounts totaling \$1,131,938. The revised contract includes reimbursement amounts totaling \$1,131,942.

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

**AMENDED AND RESTATED AGREEMENT REGARDING INFRASTRUCTURE
CONSTRUCTION COST REIMBURSEMENT**

BY AND BETWEEN

**BUFFALO ROAD, LLC,
&**

THE TOWN OF SMITHFIELD, NORTH CAROLINA

THIS AGREEMENT, made and entered into this ____ day of ~~January~~February, ~~2020~~2021, by and between the **TOWN OF SMITHFIELD**, a North Carolina municipal corporation, hereafter referred to as the “Town” and **BUFFALO ROAD, LLC**, a North Carolina limited liability company, hereafter referred to as the “Developer,” with each being referred to singly as a “Party” and being referred to cumulatively as the “Parties”.

WITNESSETH:

WHEREAS, the Developer is the contract purchaser of those certain tracts or parcels of land described on Exhibit A attached hereto and incorporated herein by reference (“Property”) which are subject to this Agreement;

WHEREAS, Developer plans to develop the Property for residential purposes (“Residential Project”) as shown on the plan prepared by Stewart Inc., titled “Master Subdivision Plan” and bearing last revision date of October 1, 2020, a copy of which is attached hereto as Exhibit B;

WHEREAS, the Developer is required to construct certain infrastructure improvements relative to the Residential Project to allow for the proper provision and planning of stormwater drainage and wastewater conveyances for the residences in the Residential Project and adjacent parcels;

WHEREAS, the parties of this Agreement desire to enter into this Agreement in order to fully set forth the terms and conditions as to the infrastructure improvements to be required of the Developer, the cost participation agreed to by the Town, and other commitments of the Developer;

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372, the dedication and construction of utility infrastructures, and for the coordinated provision of utilities that will create conditions essential to public health, safety, and the general welfare;

WHEREAS, the parties wish to agree to provide a mechanism for compensating the Developer by reimbursing a portion of the costs with respect to the infrastructure improvements;

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 et. seq. to operate and does in fact operate water treatment and distribution and wastewater collection enterprises and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget;

WHEREAS, the Town is authorized to enter into this contract pursuant to N.C.G.S. § 160A-16, and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20.1 and the Town Council of Smithfield has determined that it is in the best interests of its citizens to do so;

WHEREAS, the Residential Project is located in an area that will be voluntarily annexed by the Town at the request of the Developer in anticipation of the Residential Project, and (i) prior to an annexation ordinance the Town was under no legal obligation to provide municipal services to the Residential Project; (ii) as a condition of annexation and development for the Residential Project and the other considerations in this Agreement the Town enters into this Agreement; and (iii) the Town requires all fees listed in the Town's annual budget to be paid;

WHEREAS the Developer, in consideration of the foregoing benefits enjoyed by this Agreement and the annexation ordinance hereby agrees that it (i) is familiar with the fees as currently required by the Town; (ii) does not dispute the reasonableness of these fees as currently listed; and (iii) notwithstanding any Infrastructure Cost Reimbursements discussed below, hereby agrees to timely pay all normal and customary fees as listed in the Town's annual budget, to the extent applicable to the Developer in connection with its development of the Residential Project at such time as the applicable fee becomes due to the Town in the ordinary course of development;

WHEREAS the Town and Developer executed a Cost Reimbursement Agreement on December 4, 2018;

WHEREAS Phase 1 of the Residential Project is complete, and the Residential Project is now in Phase 2;

WHEREAS the Town and Developer have determined that certain provisions and terms in the Cost Reimbursement Agreement need clarification and amendments; and

WHEREAS, the Town and Developer desire to enter into this Agreement to delineate the understandings of the Parties as to support provided by the Town, and Developer's obligations in return.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

**ARTICLE I
AMENDMENT AND RESTATEMENT**

The Cost Reimbursement Agreement is hereby amended and restated in its entirety as set forth herein. Upon the execution of this Agreement, the Cost Reimbursement Agreement shall be of no further force and effect, and shall be superseded and replaced in its entirety by this Agreement. The Parties hereby agree to be legally bound and shall comply with the terms, conditions and stipulations of this Agreement. The provisions of this Agreement are effective from and after the Cost Reimbursement Agreement, dated December 4, 2018.

**ARTICLE II
GENERAL TERMS/DEFINITIONS**

2.1 General Terms: All terms of this Agreement shall become enforceable upon signing of the Agreement by the Developer and ratification by the Town Council.

2.2 Definitions:

- a. “Actual Construction Cost(s)”: The amount of costs incurred for construction of Reimbursable Project described herein upon final completion and upon being approved by the Town, exclusive of easement acquisition costs, unless otherwise consented to in writing by the Town, and exclusive of any of the following costs: legal fees, administrative costs (including but not limited to profit and overhead) of the Developer, costs related to the design, development or installation of sidewalks, pedestrian or multi-use trails, streets, roads, parking spaces, parking lots, and similar items, or any unused contingency reserves.
- b. “Construction Documentation”: The following documentation as to any Reimbursable Project that is required to be supplied to the Town by the Developer under this Agreement as a condition of being reimbursed by the Town for a portion of its infrastructure improvement costs: all bids, construction plans, as-built drawings (surveys, plats, or any other documentation or electronic file required by the Planning Director), operation and maintenance manuals (if any), invoices, payment confirmations, lien waivers of subcontractors, and engineer certifications as to the suitability and compliance with required construction standards.

- c. “Infrastructure Cost Reimbursement” or “Reimbursement”: The amount that is reimbursable under this Agreement due to the Developer’s performance of the Reimbursable Project. Under no circumstance shall the sum of all Reimbursements exceed the total amount of Reimbursements agreed to under this Agreement.
- d. “Lot”: A residential building lot as shown on any plans submitted for the Residential Project, whether or not such lot is actually platted or conveyed.
- e. “Reimbursable Project”: As defined herein and as shown on the plans at Exhibit B (as such plans may be revised, if such revisions are approved by the Town staff), all of the following on-site infrastructure required to be constructed for the Residential Project: (i) water lines within or adjacent to the development street right-of-way and/or utility easements; (ii) sewer mains, lines and pumpstations within or adjacent to the development street right-of-way and/or utility easements; and (iii) curb and gutter and storm drainage within or adjacent to the development street right-of-way and/or drainage easements as required by the Town’s Subdivision Regulations standards.
- f. “Residential Project”: The Developer’s plan to subdivide and construct detached and attached single family residential lots and townhouse residences, in phases according to the plans submitted and approved as referenced above, as shown on Exhibit B.
- g. “Townhouse Building”: Each building within the Residential Project containing ~~two~~three or more townhouse residences.

ARTICLE III
REIMBURSEMENT PROCESS

- 3.1 Initiation of Reimbursement Arrangement.** Developer shall execute this Agreement within seven (7) days after this Agreement is approved by the Town Council. Prior to commencing the development of the Residential Project, Developer shall provide to the Town a schedule of build out of the Residential Project, updating it annually as may be applicable. In the event that the Developer does not purchase the Property or any portion thereof or has not completed the annexation of the property into the Town within eighteen (18) months of the date of this Agreement, this Agreement shall terminate and the parties shall have no further obligation under this Agreement.
- 3.2 Process.** The Developer shall construct at its expense all infrastructure comprising the Reimbursable Project in a manner consistent with the reasonable and customary practices, according to plans and specifications approved by the Town, and in accordance with the

Town’s development standards. As the Developer progresses through the process of constructing all infrastructure comprising the Reimbursable Project, the Developer will provide to the Town, all of the Construction Documentation. Each item of Construction Documentation shall be provided to the Town no later than fifteen (15) days after it becomes available to or is generated by the Developer. All such Construction Documentation shall be provided to the Town’s Planning Director. Within fifteen (15) days following the receipt of each item of Construction Documentation, the Town will inform the Developer whether any additional Construction Documentation is needed or amendments to the Construction Documentation will be required. The Developer shall promptly, but no later than ten (10) days following notice by the Town, provide to the Town any additional Construction Documentation or amendments to the Construction Documentation, as required by the Town. It is understood and agreed to by the Parties that no Infrastructure Cost Reimbursement for a phase of the Residential Project will be paid by the Town to the Developer until such time as all Construction Documentation for that phase has been provided by the Developer to the Town, in a form and substance acceptable to the Town in its sole discretion, and certificates of occupancy are issued on the units for which a Reimbursement is being requested.

3.3 Infrastructure Cost Reimbursement.

a. Infrastructure Cost Reimbursements will be paid by the Town to the Developer, provided that: (i) the Developer is in compliance with all terms of this agreement; (ii) all Construction Documents have been provided by the Developer in accordance with Section 3.2 above; (iii) all water and wastewater infrastructure for such phase and all prior phases has been fully constructed, and passed inspection by the Town; (iv) all water, wastewater and road infrastructure for such phase and all prior phases has been dedicated to and conveyed to the Town at no cost to the Town; and (v) certificates of occupancy have been issued for any Lot or Townhouse Building for which a Reimbursement is sought. Such Reimbursements will be paid in the amounts and at the times indicated below, for the relevant phase.

b. The estimated cost of the construction for each phase of the Reimbursable Project and the maximum amount of the Infrastructure Cost Reimbursements to be paid by the Town to the Developer for each phase are as follows, delineated by each phase of the Residential Project:

<u>Phase #</u>	<u>Estimated Construction Cost</u>	<u>Maximum Amount of Reimbursements</u>
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1	\$389,090	\$155,636
2	\$386,170	\$154,468
3	\$390,915 <u>633,922</u>	\$156,366 <u>217,300</u>
4	\$386,535 <u>646,424</u>	\$154,614 <u>221,582</u>
5A	\$313,900 <u>337,377</u>	\$125,560 <u>115,734</u>
5B	N/A <u>\$393,902</u>	\$0 <u>135,093</u>
6	\$333,245 <u>249,619</u>	\$133,298 <u>85,677</u>
7	\$392,740 <u>135,096</u>	\$157,096 <u>46,452</u>
8	\$174,105 <u>0</u>	\$69,642 <u>0</u>
9	\$63,145 <u>0</u>	\$25,258 <u>0</u>
TOTAL	\$2,829,645 <u>3,171,600</u>	\$1,131,938 <u>1,131,942</u>

If the Actual Construction Costs are less than as stated above for any phase, the maximum amount of Reimbursements for that phase shall be reduced by a pro rata amount. If the Actual Construction Costs are more than as stated above for any phase, the maximum amount of Reimbursements for that phase shall not be increased.

c. After one or more Lots or Townhouse Buildings within a phase receives a certificate of occupancy, and all required Construction Documentation for the relevant phase has been received by the Town, the Developer shall submit to the Town a copy of the certificate(s) of occupancy and a request for reimbursement on the Reimbursement Form, as shown at Exhibit C which is attached hereto and made a part hereof by reference. Within thirty (30) days of the submission of the above-referenced documentation the Town shall pay to the Developer a Reimbursement payment equal to:

Number of Lots or Townhouse Buildings for which a Reimbursement payment is sought, divided by the number of Lots or Townhouse Buildings within the relevant phase(s), times the Maximum Amount of Reimbursements allowed for the relevant phase(s).

d. The above provisions notwithstanding, the maximum amount of all reimbursements which will be paid by the Town to the Developer within any fiscal year of the Town (July

1 to June 30) will be limited in the amount budgeted for that year by the Town Council, which is based generally upon an estimate of the number of Lots or Townhouse Buildings within no more than one ~~and one-half phases~~phase of the Residential Project.

ARTICLE IV OTHER REQUIREMENTS

- 4.1 Greenways.** The Developer will construct all greenways as shown on the Residential Project Plans, as shown at Exhibit B. The homeowners association of the Residential Project will maintain all such greenways.
- 4.2 Stormwater Retention Pond(s).** The Developer will construct all storm water retention ponds as shown on the final Residential Project Plans that must be approved by the Town Staff as a revision of what is at Exhibit B, before Developer's construction can begin. The home owners association of the Residential Project will maintain all such storm water retention ponds.
- 4.3 Memberships in Smithfield Recreation and Aquatic Center.** The Developer shall include in a declaration of covenants encumbering the Property a provision requiring the homeowners association for the Residential project to procure for each owner of a Lot or a unit within a townhouse Building, and their immediate family members residing with them in the Residential Project, a membership in the Smithfield Recreation and Aquatic Center (the "Center"), subject to the rules and regulations of the Center. The homeowners association for the Residential Project shall be responsible for paying the monthly membership fees for all such members of the Center. The monthly membership fees for the Center shall be in the amount as determined and set each year by the Town's Council. All membership fees shall be paid in the time frame and as required by the Center.
- 4.4 DOT Required Roads.** Nothing in this Agreement shall be construed as placing upon the Town responsibility for the cost of and constructing any off-site road improvements that may be required by the N.C. Department of Transportation. The costs of these improvements will not be a part of the Infrastructure Costs Reimbursements.
- 4.5 Public Bidding.** The Developer shall submit construction drawings for the Reimbursable Project through the normal course of business and nothing herein shall serve as a pre-approval of any type of development plans. All design and construction shall be in

accordance with Town standards, and the submittal of construction drawings will be made to the Town's Planning Director for review and comment. The Developer's engineer will address all comments from the Town Engineer and secure the Planning Director's approval of the construction before advertising for bids for the installation of any infrastructure subject to Reimbursements. To the extent required by N.C.G.S. § 160A-499(d), the Developer shall comply with applicable public bidding laws for the installation of any infrastructure for the Reimbursable Project that is subject to Reimbursements under N.C.G.S. § 143-129, et. seq., and shall provide to the Town's Planning Director copies of all bid proposals received, a copy of the executed contract between the Developer and the lowest, responsible bidder, and a unit price bid tabulation which is signed and sealed by a professional engineer registered in the State of North Carolina certifying the bids received and the award of the contract are in conformance with N.C.G.S. § 143-129, et. seq. The Developer shall secure approval of the contractor who will be installing the Reimbursable Project from the Town's Planning Director prior to the time the bid for the installation of the Reimbursable Project is awarded by the Developer. The Developer shall provide and secure approval from the Town's Planning Director of all design and construction changes made to the approved construction drawings for the Reimbursable Project, including any changes made during the construction of the Reimbursable Project, before implementation of such changes. The Developer shall notify the Town's Planning Director in writing (which may be by e-mail) in advance (and, to the extent reasonably possible, at least one (1) week in advance) of the dates for any of the following with respect to the installation of the Reimbursable Project: (a) pre-bid conference, (b) bid opening, (c) commencement of construction, (d) manufacturers' inspections, (e) major component inspections, (f) construction progress or project meetings, and (g) any other significant related meetings on the Reimbursable Project. The Developer shall provide the Town's Planning Director with monthly inspection reports from the Developer's engineering firm for the Reimbursable Project, delivering them on a monthly basis at minimum. The Town may hire, at Town's expense, an outside consultant to represent and handle approvals and interim inspections of the Reimbursable Project on its behalf.

4.6 Developer Constructed Infrastructure. The infrastructure constructed by the Developer as part of the Residential Project shall be subject to the Town's usual and customary policies and procedures regarding acceptance (including a one year warranty to be provided by Developer after acceptance by the Town).

4.7 Design. It shall be the responsibility of the Developer to fully design the Residential Project and the Reimbursable Project, and provide construction drawings for the Residential Project and the Reimbursable Project to the Town, and to ensure that all regulatory approvals for the Residential Project and Reimbursable Project are in place before beginning construction. The Developer shall keep the Developer's design engineer

on retainer to respond promptly to the Town in the event that the Town needs the designer to provide clarification, explanation, oversight, etc. of any issue that arises during construction of the Residential Project and Reimbursable Project that was designed under the engineer's oversight. The Developer shall bear all expenses associated with same.

4.8 Right of Way and/or Easement Acquisition. The Developer shall secure all necessary easements for the Town infrastructure projects that are the subject of this Agreement prior to commencement of construction of the Residential Project. Should the Developer be unable to obtain required easements after documented attempts to do so, the Town may utilize its eminent domain authority to obtain the necessary easements for the installation of such projects with all costs to be borne by the Developer associated with this legal process, including all amounts paid for the acquisition. The Developer shall substantiate its attempts to obtain the property through voluntary sale in the following manner within a reasonable period of time after the execution of this Agreement:

- a. Developer shall use commercially reasonable efforts to provide to the Town a letter from property owners stating that he/she rejects all offers to purchase the easement. If available, said letter shall be signed by the landowner.
- b. An affidavit, signed under oath by penalty of perjury, from the Developer's agent or designee describing in detail the conversation that took place with the landowner, and the result of said conversation.

4.9 Condemnation. In the event of a condemnation action to acquire property for a public purpose, the Developer shall also submit to the Town sufficient funds to be escrowed by the Town for a deposit with the court as necessary under the applicable condemnation statute. The Town Attorney shall inform the Developer thirty (30) days prior to filing the amount of said deposit, and the Developer shall pay said deposit to the Town prior to commencement of the action. Upon payment of the deposit, the Town will proceed with condemnation action subsequent to the Town Council, in its sole discretion, passing a resolution of condemnation for each property as soon as practicable after the receipt of the deposit. The timeframe discussed herein is set forth with the goal of allowing access to the condemned properties within forty-five (45) to sixty (60) days. In the event that the funds initially deposited by the Developer are not sufficient to cover the entire cost of the acquisition of the easements by the Town, the Town shall invoice the Developer and Developer shall pay the invoiced amount within thirty (30) days. The Developer understands that the full costs of this acquisition may not be realized until several years after the initiation of the condemnation action. In the event that the costs expended by the Town for the acquisition (through condemnation or otherwise) are less than those held in escrow by the Town, the Developer shall be entitled to a reimbursement of any amount of escrow funds held by the Town paid by the Developer with respect to land acquisition. At

all times during this judicial process, the Town retains all legal authority with respect to settlement, negotiation trial strategy, and opinions as to value.

- 4.10 Dedication.** It is anticipated that upon completion, following any necessary holding periods, insurable title to the land upon which each of the improvements constructed pursuant to this Agreement shall be conveyed by Special Warranty Deed (in the event of a pump station) or by recorded easement (in the event of an underground utility line) to the Town (or such other applicable government entity), and upon dedication, conveyance or assignment of such easements/improvements to the proper governmental entity, the obligations of the Developer with respect thereto shall terminate, and such applicable governmental entity shall have the continuing and ongoing obligation to maintain and repair the same.
- 4.11 Approval.** This Agreement does not guarantee any specific approvals of any proposed development plan, *provided, however*, that all approvals granted prior to the date of this Agreement shall continue to be valid and in full force and effect.

ARTICLE V OTHER TERMS

- 5.1 Acquisition of Property.** Notwithstanding anything to the contrary in this Agreement, Developer's obligations under this Agreement shall only become effective upon Developer's acquisition of the Property or any portion thereof, failing which Developer shall provide prompt written notice to the Town, and such notice shall serve as notice of termination of this Agreement, whereupon this Agreement shall automatically terminate and be null and void and of no further force or effect, and the parties hereto shall have no further rights, recourse or obligations to each other hereunder.
- 5.2 Expiration.** If the Developer does not commence construction of the Residential Project within eighteen (18) months of the date of this Agreement absent delays outside of Developer's control, this Agreement shall terminate and the parties shall have no further obligations under this Agreement. Otherwise, this Agreement shall last ten (10) years from the date of this Agreement. Any Infrastructure Cost Reimbursements earned but not requested by the Developer at the expiration of this ten (10) year period shall expire and no longer be available to the Developer or any other party.
- 5.3 Authority.** The Town and Developer each warrant and represent to the other that it has full right and authority to enter into this Agreement, and that the person signing on behalf of each party is authorized to do so.

5.4 Default. The terms and conditions of this Agreement shall be enforceable by the parties by actions for specific performance or injunction in addition to any other remedies available at law or in equity, subject to any defenses that may be asserted, provided that any damages shall be limited to actual and direct damages (and neither party shall be liable hereunder for special, consequential, lost profit or punitive damages) and the non-defaulting party provides due notice and an opportunity to cure to the defaulting party and the defaulting party fails to cure the breach within fifteen (15) days after receipt of such notice. Any failure or omission of the non-defaulting party to exercise any right or remedy provided herein shall not be deemed a waiver of such party's right to enforce strictly the defaulting party's obligations in any other instance.

5.5 Indemnification. The Developer agrees to protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties in connection with or arising from (i) the injury to (including death of) persons or physical damage to property arising out of the performance of Developer's obligations under this Agreement by Developer, its agents, employees and contractors, or (ii) a claim that the Town's entry into this Agreement is beyond the statutory authority of the Town (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or willful misconduct of the Town or its agents, employees or contractors. The Developer further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent. The Developer's indemnity obligations under this Section shall terminate on the date that is two (2) years after completion of the Reimbursable Project.

5.6 Notices. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

5.7 Notices under this Agreement shall be to the following:

FOR THE TOWN:

FOR THE DEVELOPER:

Town of Smithfield

Buffalo Road, LLC

Attn: Stephan Wensman Attn: Manager
Planning Director
PO Box 761 114 West Main Street, Suite 102
Smithfield, NC 27577 Clayton, NC 27520
Reference; RZ-18-04

- 5.8 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties consent to the jurisdiction of the courts of competent jurisdiction located in Johnston County. Furthermore, this Agreement is entered under the authority of N.C. General Statutes § 160A-499, and any provision hereof in conflict with that authority shall be null and void.
- 5.9 Relationship of the Parties.** This Agreement shall not be considered to create a joint venture, partnership or other legal relationship between the parties or as giving the right of either party to legally bind the other party in any manner or to be able to incur debts or liabilities on behalf of the other party or create a condition in which either party shall share or be responsible for the debts or liabilities of the other party. This Agreement shall not be considered to constitute the appointment of either party as a representative of the other party.
- 5.10 Severability/Full Invalidity or Unenforceability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be reasonably possible. Provided however, if this Agreement and the terms set forth by this Agreement are determined by a court of competent jurisdiction to be wholly invalid and unenforceable, and thereby the court determines that the Reimbursements previously paid or to be paid by the Town are not permissible appropriations of public funds, then the Town's obligations as to any future Reimbursements shall cease, and the Developer will reimburse the Town for any Reimbursements previously paid.
- 5.11 Amendment.** This Agreement may not be amended or terminated except by written instrument signed by both parties.
- 5.12 Assignment.** This Agreement may not be assigned without the written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed; *provided, however,* that the Developer may assign this Agreement as collateral security for one or more loans the proceeds of which will be used in part to finance construction of the

infrastructure comprising the Reimbursable Project, and the Town's consent shall not be required with respect to any such assignment; *provided, further*, that nothing in this Agreement shall be construed as obligating the Town to enter into any sort of additional or separate agreement with any third party to which this Agreement has been collaterally assigned. The obligations under this Agreement are binding on the successors and/or assigns of the Developer regardless of whether or not the Town consented to such assignment.

5.13 Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions relating to the subject matter hereof, written or oral, of the parties. The rights, obligations, limitations and duties of this Agreement inure to the benefit of the successors and/or assigns of the parties.

5.14 Exhibit List. The following exhibits are hereby incorporated by reference:

EXHIBIT A: Property

EXHIBIT B: Residential Project Plans

EXHIBIT C: Reimbursement Request Form

Signatory page follows

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

TOWN OF SMITHFIELD

(Town Seal)

BY: _____

M. Andy Moore, Mayor

ATTEST:

Shannan Parrish, Town Clerk

BUFFALO ROAD, LLC,

a North Carolina limited liability company

By: _____

Name: _____

Title: Area President

Reid M. Smith

Manager

This document is legally sufficient as to form.

Ernest C. Pearson, Special Town Legal Counsel

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

~~Brian Silvia~~ [Greg Siler](#)

Finance Director

EXHIBIT A

PROPERTY

Being all that certain tract or parcel of land located in Selma Township, Johnston County, North Carolina and being more particularly described as follows:

BEGINNING at a stake, Eason's corner on the Neuse River and runs as said line South 61 degrees East 1100 feet to a stake in the center of the Old Selma road; thence North 46 degrees 30 minutes East 48 feet to a stake, Eason's corner; thence as said Eason's line South 63 degrees 30 minutes East 445 feet to a stake; thence South 22 degrees 30 minutes West 1228 feet to a stake R P. Holding, Trustee, formerly Ford's Farm; thence as said Holding's and E. F. Boyette's line North 86 degrees West 2366 feet to a stake on the bank of Neuse River; thence up the various meanders of said river in a northeasterly direction to a stake, the BEGINNING, containing 69.03 acres, more or less according to a survey made by E. P. Lore, C.E. January, 1924.

LESS AND EXCEPT from the above-described tract or parcel of land that certain one (1) acre tract or parcel of land conveyed by Clarence E. Stephenson and wife, Eatha K. Stephenson to Olivia J. Flowers by Deed recorded in Book 459, Page 474, in the office of the Johnston County, North Carolina Register of Deeds, which Deed is referenced for a more particular description.

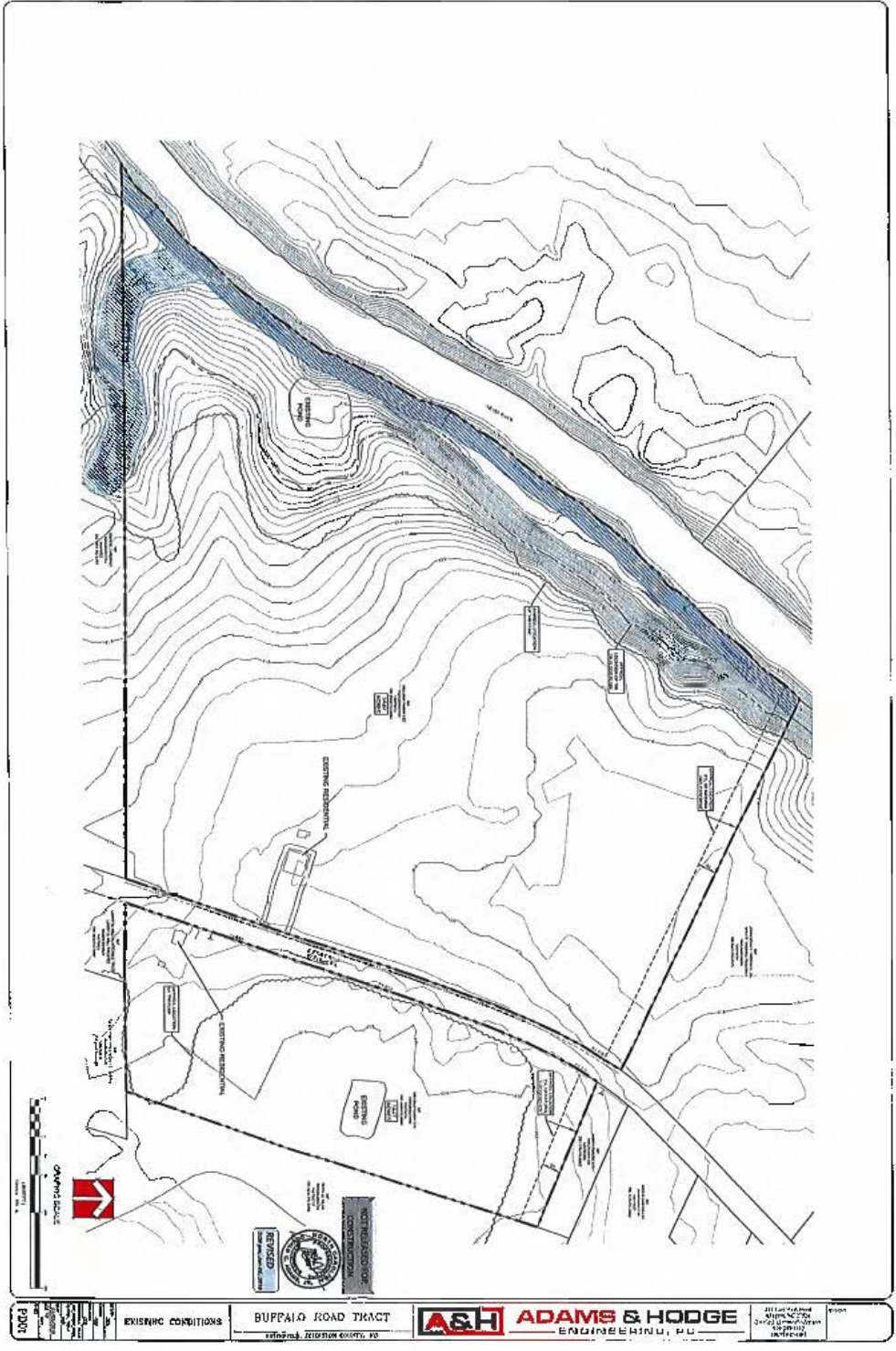


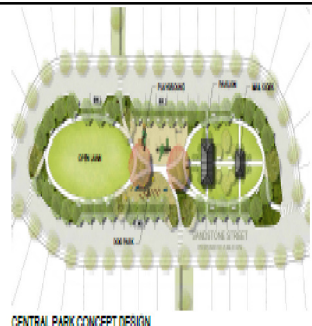
EXHIBIT B

RESIDENTIAL PROJECT PLANS

[See attached](#)

DESCRIPTION	TOTAL AREA (SQ FT)	% OF TOTAL AREA	IMPERVIOUS AREA (SQ FT)	% OF IMPERVIOUS AREA
IMPERVIOUS	1,000,000	100%	1,000,000	100%
PERMEABLE	1,000,000	100%	0	0%
TOTAL IMPERVIOUS	2,000,000	100%	2,000,000	100%

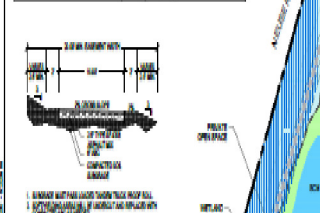
PHASE	AREA (SQ FT)	% OF TOTAL AREA	IMPERVIOUS AREA (SQ FT)	% OF IMPERVIOUS AREA
PHASE 1	200,000	10%	200,000	100%
PHASE 2	400,000	20%	400,000	100%
PHASE 3	600,000	30%	600,000	100%
PHASE 4	800,000	40%	800,000	100%
PHASE 5	1,000,000	50%	1,000,000	100%
PHASE 6	1,200,000	60%	1,200,000	100%
PHASE 7	1,400,000	70%	1,400,000	100%
PHASE 8	1,600,000	80%	1,600,000	100%
TOTAL	2,000,000	100%	2,000,000	100%



CENTRAL PARK CONCEPT DESIGN PLAN

- NOTES:**
- ALL AREAS SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING AND SUBDIVISION LAWS.
 - ALL AREAS SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING AND SUBDIVISION LAWS.
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 - ALL AREAS SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING AND SUBDIVISION LAWS.

ITEM	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE	100	CU YD
2	ASPHALT	200	CU YD
3	GRAVEL	300	CU YD
4	SAND	400	CU YD
5	BRICK	500	1000
6	CEMENT	600	50 LB BAGS
7	STEEL	700	TONS
8	WOOD	800	CU YD
9	PAINT	900	50 GAL
10	GLASS	1000	1000



TYPICAL GREENWAY PAVEMENT SECTION

ITEM	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE	100	CU YD
2	ASPHALT	200	CU YD
3	GRAVEL	300	CU YD
4	SAND	400	CU YD



STEWART

ARCHITECTS

100 WALL STREET
NEW YORK, NY 10038

DATE: 01/15/2010

PROJECT: EAST RIVER PUD

SCALE: 1" = 100'

GENERAL NOTES:

- ALL AREAS SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING AND SUBDIVISION LAWS.
- ALL AREAS SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING AND SUBDIVISION LAWS.
- ALL AREAS SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING AND SUBDIVISION LAWS.
- ALL AREAS SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING AND SUBDIVISION LAWS.

LEGEND:

- PHASE 1 COMPLETED
- PHASE 2 UNDER CONSTRUCTION
- PHASE 3 TO BE DEVELOPED
- PHASE 4 TO BE DEVELOPED
- PHASE 5 TO BE DEVELOPED
- PHASE 6 TO BE DEVELOPED
- PHASE 7 TO BE DEVELOPED
- PHASE 8 TO BE DEVELOPED

EAST RIVER PUD

SCALE: 1" = 100'

NORTH

MASTER SUBDIVISION PLAN AMENDMENT

DATE: 01/15/2010

PROJECT: EAST RIVER PUD

MASTER SUBDIVISION PLAN

PROJECT: EAST RIVER PUD

DATE: 01/15/2010

SCALE: 1" = 100'

MP-3.0



PLANNING DEPARTMENT
Stephen Wensman, AICP, RLA
Planning Director

April 4, 2018

Donnie Adams
Adams and Hodge Engineering, PC
314 E Main Street
Clayton, NC 27520

RE: Rezoning Approval for Buffalo Road Tract Subdivision.

Dear Mr. Adams:

The Town Council approved your request for rezoning of the property located at 1899 Buffalo Road with the Tax ID 169520-80-0490 to Planned Unit Development (PUD). Along with the approval, the Town Council approved the PUD Master plan with the following conditions:

- 1) That a Traffic Impact Study be conducted and the PUD Master Plan be updated to reflect any recommended internal circulation design, site access location and design, external roadway and intersection design and improvements, traffic signal installation and operation including signal timing, and transit service improvements.
- 2) That the applicant submit a request for voluntary annexation prior to subdivision application if connection to Town water, sewer and electricity are to be requested with the subdivision.
- 3) That the developer obtains a NCDOT Right-of-Way Permit for the street accesses onto Buffalo Road.
- 4) That there be no single-family attached units located in the first or second phases of the development.
- 5) That any area to be dedicated for public parks or trails be identified on the PUD master plan.
- 6) That all changes resulting from Town review of the required subdivision and construction plan review process, including, but not limited to utility, tree preservation, landscaping, lighting,

350 E. Market Street P.O. Box 761 Smithfield, NC 27577
919-934-2116 Fax 919-934-1134

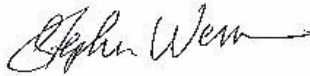
stormwater management, grading and erosion control plans will be incorporated into the PUD master plan and resubmitted for final approval by Town staff.

- 7) Any material change to the plan such as moving roads and lots deemed a material changes as result of the subdivision process will require a new PUD rezoning with an amended master plan.

Additionally, the Town Council waived the Unified Development Ordinance (UDO) requirements for street connectivity found in Article 10, Section 10.109.

I look forward to working with you in the next steps of the development process to revise the master plan and subdivision submittal, and to create a successful project and neighborhood in the Town of Smithfield.

Sincerely,



Stephen Wensman.

EXHIBIT C

REIMBURSEMENT FORM

Date of Request: _____

Developer: _____

Project: _____

Phase: _____

Number of units or buildings in Phase: _____

1. Total Eligible reimbursement for relevant Phase under this Agreement: _____ \$
2. Total Reimbursements earned to-date for relevant Phase: _____ \$
3. Sum of Reimbursements Requested for this request (lots or building named below) _____
\$ _____

*Based upon final Town approved amount of reimbursement based upon documentation submitted by Developer to (Title of Town Official)

This reimbursement request is being made for the following lots/buildings:

Lot or Building Number	Permit Number	Amount of Payment

Use additional Sheets if necessary

CERTIFICATION OF DEVELOPER

The ~~undersign~~undersigned certifies that the above described permits are eligible for reimbursement under the Reimbursement Agreement, and have not been previously reimbursed by the Town. All other information on this form is true and accurate to the best of my knowledge.

Signature: _____

Printed name and title: _____

Approval for payment by (Title of Town Official)

sign and date

Summary report:	
Litéra® Change-Pro 10.0.0.20 Document comparison done on 2/17/2021 11:51:47 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS/NPRAL1/1668185/7	
Modified DMS: iw://DMS/NPRAL1/1668185/9	
Changes:	
Add	28
Delete	26
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	3
Embedded Excel	0
Format changes	0
Total Changes:	57



Request for Town Council Action

**Consent
Agenda
Item:**
**Audit
Contract**
Date: 03/02/2021

Subject: Contract Consideration with Thompson, Price, Scott, Adams & Co., P.A. to Perform the Town of Smithfield Audit for Fiscal Year Ending June 30, 2021

Department: Finance

Presented by: Finance Director - Greg Siler

Presentation: Consent Agenda Item

Issue Statement: During the March, 2017, council meeting, Town Council approved Thompson, Price, Scott, Adams & Company, P.A. to perform its' annual audit.

Financial Impact:

- Not to exceed \$23,750 except for fees incurred in obtaining required audit evidence (i.e. bank confirmations). This is \$1,000 higher than last fiscal year.

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

Recommendation: Authorize the Mayor and Manager to execute the Contract & Letter of Engagement

Approved: Town Manager Town Attorney

Attachment:

1. Staff Report
2. Audit Contract
3. Engagement Letter



Staff Report

Consent
Agenda
Item: Audit
Contract

An audit contract fee of \$23,750 is proposed by Thompson, Price, Scott, Adams & Company, P.A. to perform the Town's 2021 fiscal year audit. The fee is \$1000 more than last fiscal year and is for auditing the financial records of the governmental and business-type activities, a single audit of any federal and state awards over \$500,000, and the preparation of financial statements for each fund. The audit contract is an annual agreement which must be approved each year by Council and the Local Government Commission. Thompson, Price, Scott, Adams & Company, P.A. was approved by Council in March, 2017, to perform the Town's audits beginning Fiscal Year 2017.

General Statute 159-34 addresses audits and read as follows:

§ 159-34. Annual independent audit; rules and regulations.

(a) Each unit of local government and public authority shall have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant or by an accountant certified by the Commission as qualified to audit local government accounts. When specified by the secretary, the audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984". The auditor shall be selected by and shall report directly to the governing board. The audit contract or agreement shall (i) be in writing, (ii) include the entire entity in the scope of the audit, except that an audit for purposes other than the annual audit required by this section should include an accurate description of the scope of the audit, (iii) require that a typewritten or printed report on the audit be prepared as set forth herein, (iv) include all of its terms and conditions, and (v) be submitted to the secretary for his approval as to form, terms, conditions, and compliance with the rules of the Commission. As a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit shall be performed in conformity with generally accepted auditing standards. The finance officer shall file a copy of the audit report with the secretary, and shall submit all bills or claims for audit fees and costs to the secretary for his approval. Before giving his approval the secretary shall determine that the audit and audit report substantially conform to the requirements of this section. It shall be unlawful for any unit of local government or public authority to pay or permit the payment of such bills or claims without this approval. Each officer and employee of the local government or local public authority having custody of public money or responsibility for keeping records of public financial or fiscal affairs shall produce all books and records requested by the auditor and shall

divulge such information relating to fiscal affairs as he may request. If any member of a governing board or any other public officer or employee shall conceal, falsify, or refuse to deliver or divulge any books, records, or information, with an attempt thereby to mislead the auditor or impede or interfere with the audit, he is guilty of a Class 1 misdemeanor.

The	Governing Board TOWN COUNCIL
of	Primary Government Unit (or charter holder) TOWN OF SMITHFIELD
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.
	Auditor Address 1626 S MADISON STREET, WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/21	Audit Report Due Date 10/31/21
-----	--------------------------------	-----------------------------------

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). 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 GAAS. 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 requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

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).

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 LGC 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.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she 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 the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) 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 U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
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 LGC Staff within four months of fiscal year end. 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 GAAS include a review of the Governmental Unit's (Units') 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/her 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 (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) 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 invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs 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. 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 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, 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 LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. 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(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) 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 upon completion.

13. 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(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final 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 LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). 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(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. 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 modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). 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 to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this 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 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. 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 primary 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.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. 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.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. 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.

26. 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.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). 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. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit’s governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor’s presentation to the government unit’s governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a “Response to the Auditor’s Findings, Recommendations, and Fiscal Matters,” if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. 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).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: GREG SILER	Title and Unit / Company: FINANCE OFFICER / SMITHFIELD	Email Address: greg.siler@smithfield-nc.com
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OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. 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 billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES


Primary Government Unit	TOWN OF SMITHFIELD
Audit Fee	\$ 21,500.00
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$ 2,250
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$ 17,812.50

DPCU FEES (if applicable)


Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature* 
Date* 02/12/21	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT


Governmental Unit* TOWN OF SMITHFIELD	
Date Primary Government Unit Governing Board Approved Audit Contract* (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") ✓	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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* (typed or printed) Greg Siler	Signature* 
Date of Pre-Audit Certificate* ✓	Email Address* greg.siler@smithfield-nc.com



February 12, 2021

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, 2021. We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component unit, 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, 2021. 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. Schedule of the Proportionate Share of the Net Pension Liability and Schedule of Contributions – LGERS
3. Schedule of changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll – Law Enforcement Officers' Special Separation Allowance
4. Schedule of Changes in Total OPEB Liability and Related Ratios

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.

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 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. Smithfield ABC is a component unit of the Town. We will make reference to the audit report prepared by another auditor. 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 waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or 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, an unavoidable risk exists that some 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. For federal programs that are included in the 2020 Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the 2020 Compliance Supplement identifies as being subject to audit. 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 and State 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 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 1, 2021.

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 and State 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, (Greg Siler), 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 months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the 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.

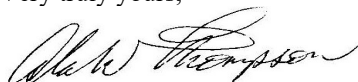
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, 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 1, 2021 and to issue our reports no later than October 31, 2021. 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 \$23,750. 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,



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: _____



Title: _____ ✓

Date: _____ ✓

Governance signature: _____



Title: _____ ✓

Date: _____ ✓

CC: Town Council



Request for Town Council Action

Consent **Advisory**
Agenda **Board**
Item: **Appointment**

Date: 03/02/2021

Subject: Advisory Board Appointments
Department: General Government
Presented by: Town Clerk - Shannan Parrish
Presentation: Consent Agenda Item

Issue Statement

The Town Council is asked to consider reappointments to the Board of Adjustment and the Parks and Recreation Advisory Committee

Financial Impact

Each Board of Adjustment member is paid \$25 per meeting and each Planning Board member is paid \$50 per month. All other advisory boards are not paid.

Action Needed

The Town Council is asked to consider and approve the reappointments of Steve Upton to the Board of Adjustment and Earl Marett and Tim Johnson to the Parks and Recreation Advisory Committee

Recommendation

Staff recommends approval of these appointments.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Steve Upton – Board Application
3. Earl Marett – Board Application
4. Tim Johnson – Board Application



Staff Report

Consent
Agenda
Item

Advisory
Board
Appointments

Board Reappointments

Steve Upton has submitted an application for consideration to be reappointed to a 4th term on the Board of Adjustment.

Earl Marett has submitted an application for consideration to be reappointed to a 6th term on the Parks and Recreation Advisory Committee

Tim Johnson has submitted an application for consideration to be reappointed to a 3rd term on the Parks and Recreation Advisory Committee

Current Board vacancies are as follows:

- Appearance Commission – 3 positions
- Board of Adjustment – 1 In-Town positions
- Library Board of Trustees – 1 position
- Parks and Recreation Advisory Commission – 3 positions and 2 High School representative positions



Town of Smithfield
Board, Commission, or Committee
Application

Name: WPFON (Last) Stephen (Steve) (First) Richard (MI)
Home Address: 1203 S. Vermont St Smithfield NC 27577
Business Name & Address: 231 Market Street Print
Telephone Numbers: 919-934-4332 (Home) 919-915-4331 (Mobile) PRINT @ 231 MARKET .COM (Email)

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

Form with checkboxes for: Appearance Commission, Board of Adjustment In Town Resident (checked), Board of Adjustment ETJ Member, Historic Properties Commission, Library Board of Directors, Parks/Recreation Advisory Commission, Planning Board In-Town Resident, Planning Board ETJ Resident, Other.

Interests & Skills: outside activities - maintaining a household

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

Recent Job Experiences: Artist

Civic or Service Organization Experience: 1) Jaycees 2) United Fund 3) P.C. Club 4) Planning Bd 5) Bd. of Adjustments

Town Boards previously served on and year(s) served: Planning Board - 12 Bd. of Adjustments 8-10

Please list any other Boards/Commissions/Committees on which you currently serve: Planning Bd Bd. of Adjustments

Why are you interested in serving on this Board/Commission/Committee? to give 100% to
MATTERS CONCERNING - MAKE Smithfield Business Friendly.

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Stephen (Steve) Richard Upton
Signature: [Handwritten Signature] Date: 1-13-21

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

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



Town of Smithfield
Board, Commission, or Committee
Application

Name: MARETT (Last) George (First) EARL (MI)
Home Address: 2 Lakewood Place Smithfield 27577
Business Name & Address:
Telephone Numbers: 919-934-6954 (Home) 919-915-6954 (Mobile) Earl.marlett@gmail.com (Email)

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

Grid of checkboxes for various boards: Appearance Commission, Board of Adjustment In Town Resident, Board of Adjustment ETJ Member, Historic Properties Commission, Library Board of Directors, Parks/Recreation Advisory Commission, Planning Board In-Town Resident, Planning Board ETJ Resident, Other.

Interests & Skills:

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

Recent Job Experiences: Interim Director Wayne & P.H Co Dept of Social Services, Director Johnston County Department of Social Services - Consultant, WAKE County Health & Human Services

Civic or Service Organization Experience:

Town Boards previously served on and year(s) served: Parks & Recreation Advisory Commission

Please list any other Boards/Commissions/Committees on which you currently serve: PARKS & RECREATION Advisory Commission

Why are you interested in serving on this Board/Commission/Committee? After many years on the Parks & Recreation Advisory Commission and coaching soccer, basketball, and softball and my professional involvement with foster children I have a strong interest in the programs and facilities

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: G. EARL MARETT

Signature: 

Date: 1/12/2021

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

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



Town of Smithfield
Board, Commission, or Committee
Application

Name: Johnson (Last) Tim (First) R
Home Address: 1010 S Walnut Dr, Smithfield (MI)
Business Name & Address: LGFCU -
Telephone Numbers: X (Home) 919-796-8640 (Mobile) (Email)

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

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

Interests & Skills: I Love Parks & Rec!

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

Recent Job Experiences: LGFCU - Marketing Rep

Civic or Service Organization Experience: Smithfield FID, Partnership for...

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

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

Why are you interested in serving on this Board/Commission/Committee? I Want to see the TOS
Continue to improve rec/leisure opportunities to our
Citizens - Important to continue to improve quality of life

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Tim R Johnson

Signature: [Handwritten Signature]

Date: 1/25/20

Return completed for to:

Shannan Parrish

Town Clerk

P. O. Box 761

Smithfield, North Carolina 27577

Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.parrish@smithfield-nc.com

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



Staff Report

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

Background

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

In addition, please find the following current vacancies:

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Assistant Finance Director	Finance	10-10-4200-5100-0200
Firefighter I	Fire	10-20-5300-5100-0200
Fire Inspector (Part-time)	Fire	10-20-5300-5100-0210
Police Officer I (3 positions)	Police	10-20-5100-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 2020-2021 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
P/T SRAC Lifeguard	P&R – Aquatics	10-60-6220-5100-0220	\$8/hr.
P/T SRAC Staff	P&R – Aquatics	10-60-6240-5100-0210	\$9.00/hr.
Firefighter I (2 Positions)	Fire	10-20-5300-5100-0200	\$16.76/hr. (\$36,603.84/yr.)

Additional Notes – COVID-19:

While we have experienced a few positive COVID tests with town staff, we have overall been very fortunate. Employees have been diligent with proper hygiene and adherence to safety guidelines and protocols. In addition, department heads are exercising an abundance of caution and providing proper time off for testing and quarantining to ensure the best of safety for employees and the public we serve.

To this date, we have had no need for employees to request donations of sick leave from other employees. However, administration will be quick to act should the need arise.

Important Note: Emergency Paid Sick Leave (ePSL) benefits terminated on 12/31/2020.

Business Items





Request for Town Council Action

Business Item: Planning Board Appointment

Date: 03/02/2021

Subject: Planning Board In-Town Resident Appointment

Department: General Government

Presented by: Town Clerk - Shannan Parrish

Presentation: Business Item

Issue Statement

The Town Council is asked to consider an appointment to the Planning Board to serve as an In-Town Member. There is one vacancy on this board.

Financial Impact

The Planning Board is compensated at a rate of \$50 per month and is allocated from the Planning Department's annual budget.

Action Needed

The Town Council is asked to consider the reappointment of Teresa Daughtry or the new appointment of Sloan Stevens to the Planning Board

Recommendation

The Council to decide on who will serve on the Planning Board

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Teresa Daughtry – Board Application
3. Sloan Stevens – Board Application



Staff Report

**Business Planning
Agenda Board
Item Appointment**

Per the Town of Smithfield's Unified Development Ordinance, the Planning Board is comprised of the following:

3.3.3. Creation and Organization.

3.3.3.1. Composition and Vacancies. The Planning Board shall consist of seven (7) members and two (2) alternate members. Five (5) members and one (1) alternate member shall be citizens and residents of the Town and shall be appointed by the Town Council. Two (2) members and one (1) alternate member shall be citizens and residents of the extraterritorial jurisdiction of the Town as described pursuant to NCGS 160D-307 and shall be appointed by the Board of County Commissioners, upon receipt of a resolution from the Town Council requesting that such appointments be made. If the Board of County Commissioners fails to make the appointments requested within ninety (90) days of receipt of the resolution, the Town Council shall make the appointments.

Attached for your review and consideration are the applications of Teresa Daughtry and Sloan Stevens. Mrs. Daughtry has served nine consecutive years on the Planning Board. There is one vacancy on this board.



Town of Smithfield
Board, Commission, or Committee
Application

Name: Daughtry TERESA A
(Last) (First) (MI)

Home Address: 25 White Oak Dr

Business Name & Address: Partners Commercial Realty

Telephone Numbers: 919-934-6291 919-669-4748 tdaughtry@partnerscrnc.com
(Home) (Mobile) (Email)

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

Form with checkboxes for: Appearance Commission, Board of Adjustment In Town Resident, Board of Adjustment ETJ Member, Historic Properties Commission, Library Board of Directors, Parks/Recreation Advisory Commission, Planning Board In-Town Resident, Planning Board ETJ Resident, Other.

Interests & Skills:

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

Recent Job Experiences: 22 years real estate

Civic or Service Organization Experience: Rotary Club Central JC

Town Boards previously served on and year(s) served: Smithfield 3 terms

Please list any other Boards/Commissions/Committees on which you currently serve: Triangle Commercial Association of Realtors, Smithfield Chamber, Smithfield - WSO

Why are you interested in serving on this Board/Commission/Committee? To continue making
Smithfield a great place to live and shop

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Teresa Daughtry
Signature: Teresa Daughtry Date: 1-26-21

Return completed for to:

Shannan Parrish

Town Clerk

P. O. Box 761

Smithfield, North Carolina 27577

Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.parrish@smithfield-nc.com

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



Town of Smithfield
Board, Commission, or Committee
Application

Name: Stevens, Jr (Last) Michael (First) Sloan (MI)

Home Address: 1206 Chestnut Dr. Smithfield NC 27577

Business Name & Address: Stevens Sausage Co. Inc 3411 Stevens Sausage Rd. Smithfield NC

Telephone Numbers: NA (Home) 919-631-1781 (Mobile) sstevens@stevens-sausage.com (Email)

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

Form with checkboxes for: Appearance Commission, Board of Adjustment In Town Resident, Board of Adjustment ETJ Member, Historic Properties Commission, Library Board of Directors, Parks/Recreation Advisory Commission, Planning Board In-Town Resident, Planning Board ETJ Resident, and Other.

Interests & Skills: On a personal side my interests are Family and anything Outdoors. Skills that I feel would benefit the Town of Smithfield include understanding/listeing to people, overall business sense, knowing my own strengths and weakness.

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

Recent Job Experiences: Stevens Sausage Company 9 years Sales and Route Delivery "Manager"

Civic or Service Organization Experience: None since High School/College. Eagle Scout Troop 77 Smithfield, Delta Sigma Phi Fraternity NCSU-helped lead various service projects

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

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

Why are you interested in serving on this Board/Commission/Committee? From the outside looking in, I can tell that Smithfield is starting into a growth phase and as a "younger"

Resident I want to insure that we are going about this in smart efficient way that is sustainable for future generations. I have been wanting to do more in our community and feel this is a good way for me to get and stay involved. I feel that I can bring value and incite to keep Smithfield headed into future and a place that people want to live, work, and raise families.

Affirmation of Eligibility:

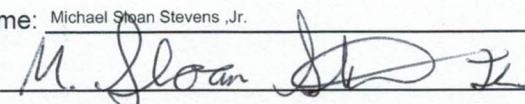
Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Michael Sloan Stevens ,Jr.

Signature: 

Date: 02/11/2021

Return completed for to:

Shannan Parrish
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.parrish@smithfield-nc.com

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



Request for Town Council Action

Business Item: Library Board Appointment

Date: 03/02/2021

Subject: Public Library of Johnston County and Smithfield Board of Trustees Appointment

Department: General Government

Presented by: Town Clerk - Shannan Parrish

Presentation: Business Item

Issue Statement

The Town Council is asked to consider a new appointment to the Library Board of Trustees. There is one vacancy on this board.

Financial Impact

N/A

Action Needed

The Town Council is asked to consider the appointment of either Connie Barbour, Angelique Legette or Stephanie Norris to serve of the Library Board of Trustees.

Recommendation

The Council to decide on who will serve on the Planning Board

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Connie Barbour – Board Application
3. Angelique Legette – Board Application
4. Stephanie Norris – Board Application
5. Letter from Former Board Chair – Jeff Jennings



Staff Report

Consent Library
Agenda Board
Item Appointment

The Library Board was created by North Carolina General Statute 153A-265

153A-265. Library board of trustees.

The governing body of a county or city may appoint a library board of trustees. The governing body shall determine the number of members of the board of trustees (which may not be more than 12), the length of their terms, the manner of filling vacancies, and the amount, if any, of their compensation and allowances. The governing body may remove a trustee at any time for incapacity, unfitness, misconduct, or neglect of duty.

The Public Library of Johnston County and Smithfield's Board of Trustees is comprised of 12 members and 2 ex-officio members. Six county residents are appointed by the Johnston County Board of Commissioners. Six town residents are appointed by the Smithfield Town Council. Currently there is one Town appointed vacancy on this board.

Attached for your review and consideration are the applications for Connie Barbour of 109 Whitley Drive, Smithfield, NC, Stephanie Norris of 710 South Second Street, Smithfield, NC and Angelique Legette of 206 West Wilson Street, Smithfield, NC. Also accompanying Ms. Norris's application is a letter from former Board Chair Jeff Jennings endorsing the appointment of Ms. Norris.



Town of Smithfield
Board, Commission, or Committee
Application

Name: Barbour Connie
(Last) (First) (MI)

Home Address: 109 Whitley Drive Smithfield, NC 27577

Business Name & Address:

Telephone Numbers: (Home) 919-995-7322 (Mobile) cabarbour@nc.rr.com (Email)

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

Form with checkboxes for various boards: Appearance Commission, Board of Adjustment In Town Resident, Board of Adjustment ETJ Member, Historic Properties Commission, Library Board of Directors, Parks/Recreation Advisory Commission, Planning Board In-Town Resident, Planning Board ETJ Resident, Other.

Interests & Skills: Licensed K6 Elementary Teacher

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

Recent Job Experiences: Substitute teacher, currently pursuing a position as an elementary school teacher in Johnston County.

Civic or Service Organization Experience: Sunday school teacher, Vacation Bible School Director

Town Boards previously served on and year(s) served: Currently serving on Town of Smithfield Appearance Commission.

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

Why are you interested in serving on this Board/Commission/Committee? As an elementary teacher, I believe that I can make a worthwhile contribution by serving on the board.

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Connie Barbour

Signature: Connie Barbour Digitaly signed by Connie Barbour
Date: 2021.01.19 11:36:45 -0500 Date: _____

Return completed for to:

Shannan Parrish
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.parrish@smithfield-nc.com

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



Town of Smithfield
Board, Commission, or Committee
Application

Name: LEGETTE, ANGELIQUE
(Last) (First) (MI)

Home Address: 206 W WILSON STREET, SMITHFIELD, NC 27577

Business Name & Address:

Telephone Numbers: 954-696-7833 (Home) MOORELEGETTE@GMAIL.COM (Email)

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

Form with checkboxes for: Appearance Commission, Board of Adjustment In Town Resident, Board of Adjustment ETJ Member, Historic Properties Commission, Library Board of Directors, Parks/Recreation Advisory Commission, Planning Board In-Town Resident, Planning Board ETJ Resident, Other.

Interests & Skills: VOLUNTEER WORK, CIVIC LEADERSHIP, DEVELOPING TRAINING PROGRAMS, LAW AND LEGAL RESEARCH

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 4 5 6
master's degree

Recent Job Experiences: LAW ENFORCEMENT, IMPLEMENTATION OF LAWS AND REGULATIONS FOR OPERATIONS. WRITING STANDARD OPERATI
PROCEDURES. TRAINING OFFICERS FOR RESILIENCY TRAINING. ENFORCEMENT OF CUSTOMS AND IMMIGRATION LAWS

Civic or Service Organization Experience: AFRICAN AMERICAN CAUCUS, PRESIDENT, GUARDIAN AD LITEM, JOHNSTON COUNTY, NC,
NATIONAL ASSOCIATION FOR THE ADVANCECMENT OF COLORED PEOPLE (NAACP), SOCIAL JUSTICE POLICE REFORM COMMITTEE, AND FAITH AND VALUI
COMMITTEE.

Town Boards previously served on and year(s) served: NOT APPLICABLE

Please list any other Boards/Commissions/Committees on which you currently serve: NONE

Why are you interested in serving on this Board/Commission/Committee? I want to serve my community in a way that will make long term changes. The Library will need to evolve into the technology age and I believe my experience can help the Library board prepare for the change and meet the challenges successfully.

Affirmation of Eligibility:

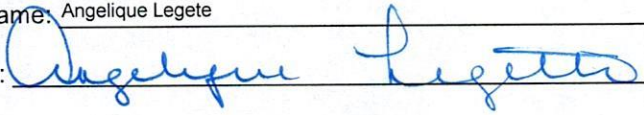
Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Angelique Legete

Signature: 

Date: 1/23/2020

Return completed for to:

Shannan Parrish
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.parrish@smithfield-nc.com

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



**Town of Smithfield
Board, Commission, or Committee
Application**

Name: Norris Stephanie G.
(Last) (First) (MI)

Home Address: 710 S Second Street, Smithfield, NC 27577

Business Name & Address: Narron Wenzel, PA, 102 S. Third Street, PO Box 1567, Smithfield, NC 27577

Telephone Numbers: _____ 919-625-6695 _____ snorris@narronwenzel.com
(Home) (Mobile) (Email)

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

<input type="checkbox"/> Appearance Commission	<input type="checkbox"/> Parks/Recreation Advisory Commission
<input type="checkbox"/> Board of Adjustment In-Town Resident	<input type="checkbox"/> Planning Board In-Town Resident
<input type="checkbox"/> Board of Adjustment ETJ Member	<input type="checkbox"/> Planning Board ETJ Resident
<input type="checkbox"/> Historic Properties Commission	<input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/> Library Board of Directors	_____

Interests & Skills: I am an Attorney, I am new to Smithfield and interested in getting involved in the Town and community. I also have a lifelong love of reading, and libraries are vital to the community to ensure resources are available to citizens of all ages for educational, inspirational and entertainment purposes.

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

Recent Job Experiences: Attorney at Narron Wenzel, PA since February 2020
Compliance leader and former auditor for the General Electric Company (years 2007 - 2019)

Civic or Service Organization Experience: Recently elected Secretary/Treasurer of the Johnston County Bar Association
With former employer (GE), led STEM camps for middle school girls ("GE Girls" organization)

Town Boards previously served on and year(s) served: n/a

Please list any other Boards/Commissions/Committees on which you currently serve: only the Johnston County and 13th District Bar

Why are you interested in serving on this Board/Commission/Committee? This would be a great way to get involved in the Town, as a new resident. I moved here in July 2020 and would like to become involved in the community. The library is a large space with a lot of potential for use by the Town and County, and I would like to help put that space and those resources to good use to benefit the citizens.

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Stephanie G. Norris

Signature:  Date: 1-20-2021

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

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

January 21, 2021

To: Ms. Shannan Parrish

From: Jeff Jennings
Interim Director, PLJCS

I understand that Ms. Stephanie Norris has applied to fill the vacant town appointed seat on our Library Board. I had a chance to visit with Ms. Norris when she requested a tour of the library this week.

She would be a welcome addition to our board due to her interest in the library and how it serves the community. As a life-long county resident and as a current Smithfield citizen, she seems to have a good understanding why a library is a major part of any community. In addition, her work experience and expertise as an attorney could be valuable when legal guidance is needed, especially since the library operates as a non-profit.

Thanks, in advance, for the council considering her as our next appointee.



Request for Town Council Action

**Approval to
Business Apply for
Agenda the AFG
Item: SAFER
Grant
Date: 03/02/2021**

Subject: AFG SAFER Grant
Department: Fire Department
Presented by: Fire Chief - John Blanton
Presentation: Business Item

Issue Statement

Authorization to apply for an AFG SAFER Grant (Assistance to Firefighters Grant for Staffing for Adequate Fire and Emergency Personnel) for 6 needed firefighter positions. This grant is for a three-year period with 100% funding provided.

Financial Impact

Approved Budgeted Amount for FY 2020-2021: \$0.00

Amount of Personnel costs to the Town if awarded would be \$0.00 for three years, this grant covers all personnel salary and benefits. Beginning the Fourth year (2025) costs to the Town would be estimated at the current salary of an additional \$319,906.00 per year for the 6 additional Firefighters. This grant does not provide funding for the uniforms and gear and would be the responsibility of the Town to provide if awarded at a one-time cost of \$3100.00 per firefighter equaling \$18,600.00

Action Needed

Approve the participation and application to the SAFER Grant (Staffing for adequate Fire and Emergency Personnel) for the purpose of hiring 6 new additional Firefighters.

Recommendation

Fire Department staff recommends approval of this application for the potential savings of needed personnel, if awarded the savings to the Town would be \$959,718.00. The additional personnel are important to the Fire Departments increased call volume and the need of the professional delivery of our service and safety to our citizens of the Town.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Capital Improvement Plan



Staff Report

**Business
Agenda
Item:** **Approval to
Apply for the
AFG SAFER
Grant**

The AFG SAFER grant process opened in February 2021 and closes on March, 12 2021. This grant allows Fire Departments to apply for additional personnel or for the retention of personnel. The Smithfield Fire Department would like to utilize this grant opportunity to fund 6 additional firefighters to meet the NFPA and OSHA's minimum requirements. The amount of the grant, if awarded to the Town, would be \$0.00 for the additional personnel over a three-year period. If after the fourth year, the Town chose to continue the employment of these personnel permanently; the financial impact would be an additional \$319,906.00, to not including raises or increases every year thereafter.

In addition to the grant, the Town would also be responsible for providing turnout gear and uniforms to meet the NFPA standards for each employee hired. The costs of the gear and daily uniforms would be \$3,100.00 per person for a total of \$18,600.00. This grant would not cover overtime accrued during employment as that would be the responsibility of the Town.

Currently, the Fire Department staffs 6 personnel per shift, (18 Firefighter's total) that equates to 2, 3-man Engine companies per shift, 1 at each fire station. By adding these additional staff of 6 new personnel (2 per shift) would increase to 8 personnel per shift and allow for the department to provide 2, 4-man engine companies that meet the minimum standards of NFPA and DOI. We still rely heavily on Volunteer participation, however in the recent years, we have experienced a decline in participation, just this last year (2020) we only met compliance of 12% of Fire calls of having adequate personnel on-scene this is well below the 90% compliance minimum. This is a decline from 2019 of 24% compliance, as can be seen with these trends, personnel response is declining. It is important to mention the additional need for another Rescue/Ladder Company of 4 personnel per shift, to meet the minimum requirements of response for our Town by NFPA and DOI standards.

❖ *From the Manager:*

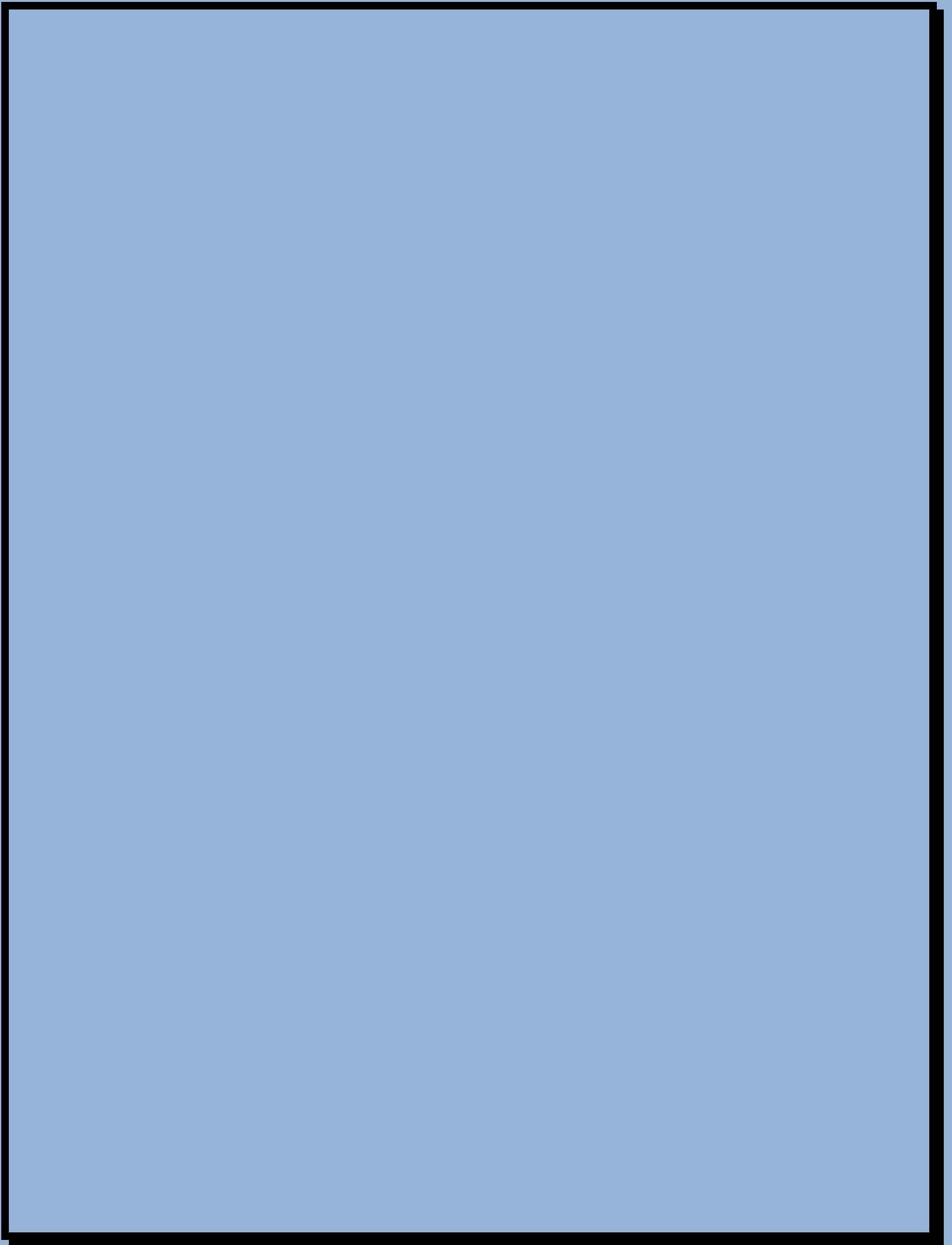
I caution the Council to seriously consider this request, as the on-going cost upon fruition of the grant will likely balloon beyond \$470,000 annually. We have invested significantly in the fire department in the last five years, including two new engines, one new ladder truck, one additional fire station and six additional firefighters which are now, in the upcoming budget process, being fully paid by the Town. This includes added debt service payments in the General Fund of \$122,500 annually until 2030

when the payment of \$46,800 will be mature and until 2039 for the remainder. We have additional personnel needs in Finance, Computer Technician, Sanitation, Garage, Water and Sewer, the Water Plant and the Electric Department. New Full Time Equivalent positions in other departments in the last five years include one in Finance, one in General Government, and one in the Police Department. The Fire Department also has a rigorous Capital Improvement Plan which I have attached. We are currently unable to financially manage our storm water needs from the General Fund. While it is difficult to fully visualize the financial landscape in four years, given the pandemic, it is a surety that other town services will be competing for these dollars, and likely will have the greater need for our citizens. Should the Council choose to increase property taxes (not a Manager's recommendation) to cover the additional \$470,000 the tax rate would move from 57 cents to 61 cents.

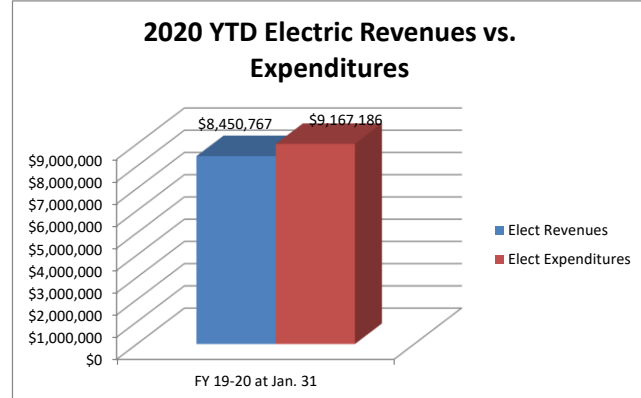
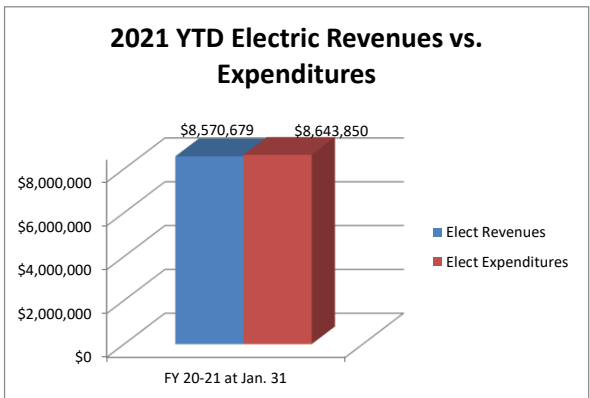
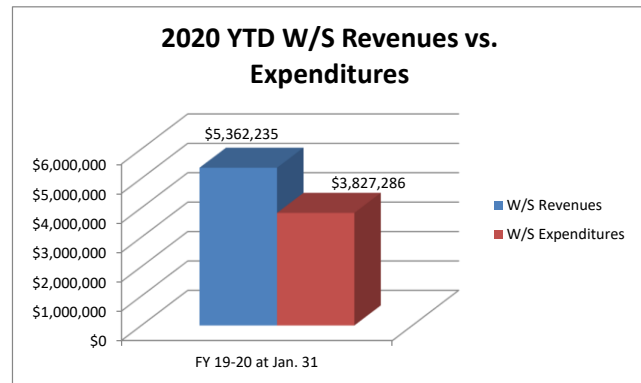
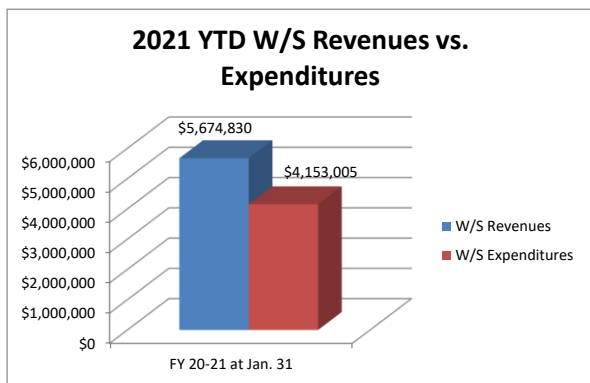
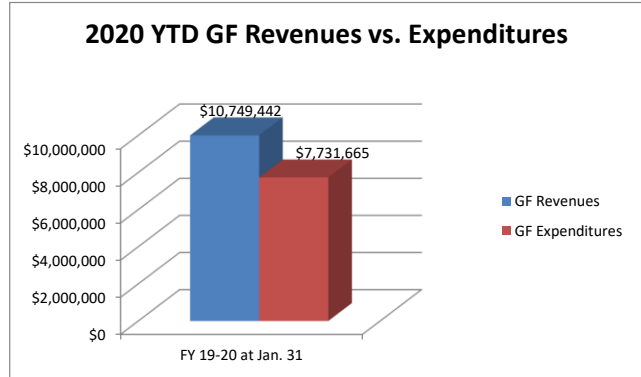
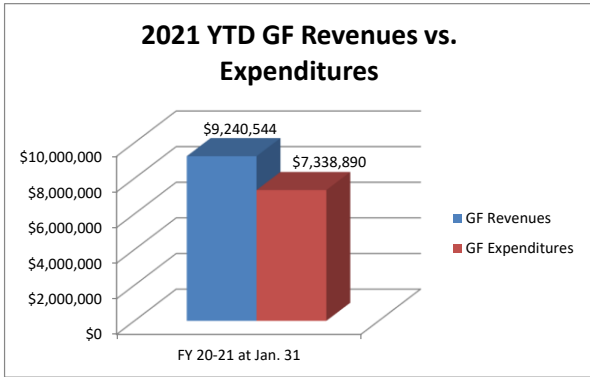
SMITHFIELD
FY 2021/2022 Budget
Five Year Capital Outlay Projections - FIRE

Fiscal Year 2020/2021: (Current Year)	Capital Outlay Classification (Check One)				Estimated Cost
	Vehicles	Equip-ment	Improve-ments	Other	
1. Fire Engine #1 Replacement	1				565,000
2. Station #1 and #2 Bay Heater Upgrades			1		19,000
3. 2500 Pickup Truck 4X4	1				31,000
4. 1500 Pickup truck 4X4 Inspections	1				34,100
5. Station #1 parking lot repair and mtce			1		16,500
6. Station #1 roof repair and mtce.			1		87,000
7. Security/Cameras for both stations			2		8,500
8.					
Fiscal Year Total					761,100
Fiscal Year 2021/2022:					
1. Rescue #1 truck replacement	1				877,100
2. Turnout Gear Replacement		1			30,550
3. SUV Replacement (Squad 1)	1				44,800
4. Firefighters 6-Personnel 2 per shift				6	339,000
5.					
6.					
7.					
8.					
Fiscal Year Total					1,291,450
Fiscal Year 2022/2023:					
1. Fire Engine #5 Replacement	1				600,000
2. Comm. Upgrades(Pager/Radio/Com.rm)		48			85,000
3. Station #2 Hwy 70 DOT access drive				1	25,000
4. Rescue Equipment Upgrades		1			45,000
5. Planning and design for Station #3				1	65,000
6. HVAC Upgrades Station #1			1		40,000
7. Firefighters 6-Personnel 2 per shift				6	340,000
8. Fire Inspector - Full Time				1	62,000
Fiscal Year Total					1,262,000
Fiscal Year 2023/2024:					
1. Fire Engine #4 Replacement	1				650,000
2. Station SCBA Compressor		1			80,000
3. Portable Radio Upgrades		15			55,000
4. Land/Construction of Station #3			1		1,850,000
5. Rescue Equipment Upgrades		20			125,000
6. Fire Hose Replacement		1			20,000
7. Firefighters 6-Personnel 2 per shift				6	340,000
8. Promotion of Batt. Chiefs 1 per shift				3	19,000
Fiscal Year Total					3,139,000
Fiscal Year 2024/2025					
1. Audio/Visual upgrades Training Room			1		25,000
2. Gear Extractor/Dryer		2			50,000
3. HVAC Upgrades Station #2			1		20,000
4. Digital Message board for Station #2				1	45,000
5. Gear Extractor/Dryer		2			55,000
6. Turnout Gear upgrade		20			66,000
7. Firefighters 9-Personnel 3 per shift				9	510,000
8. Div. Chief (Logistics)				1	62,000
Fiscal Year Total					833,000
Fiscal Year 2025/2026					
1. Rescue #2 Replacement	1				300,000
2. Brush Truck Sta. #3	1				65,000
3. Planning and Design for Station #4				1	65,000
4. Air-Pack (SCBA) Upgrades		8			70,000
5. UTV Replacement	1				20,000
6.					
7.					
8.					
Fiscal Year Total					520,000
Grand Total					7,045,450

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
January 31, 2021
Gauge: 7/12 or 58.30 Percent

GENERAL FUND

Revenues	Frequency	Actual to Date	Budget	Actual to Date
		FY '19-20	FY '20-21	FY '20-21
Current & Prior Year Property Taxes	Monthly	\$ 6,202,411	\$ 6,450,000	\$ 4,965,712
Motor Vehicle Taxes	Monthly	355,856	575,000	400,569
Utility Franchise Taxes	Quarterly	496,930	975,000	478,305
Local Option Sales Taxes	Monthly	1,144,011	2,147,000	1,203,584
Aquatic and Other Recreation	Monthly	410,978	585,000	87,223
Sanitation (Includes Penalties)	Monthly	698,839	1,351,300	703,305
Grants		310,437	204,852	465,819
All Other Revenues		1,129,980	1,378,308	936,027
Loan Proceeds		-	-	-
Transfers (Electric and Fire Dist.)		-	261,614	-
Fund Balance Appropriated		-	1,798,008	-
Total		\$ 10,749,442	\$ 15,726,082	\$ 9,240,544

Expenditures	Actual to Date	Budget	Actual to Date
	FY '19-20	FY '20-21	FY '20-21
General Gov.-Governing Body	\$ 264,332	\$ 478,048	\$ 259,271
Non Departmental	568,474	932,054	487,263
Debt Service	796,519	920,953	888,774
Finance	53,816	133,015	56,236
Planning	187,824	366,642	162,025
Police	1,950,220	4,289,712	1,987,223
Fire	1,257,620	2,791,203	1,178,114
EMS	-	-	5,124
General Services/Public Works	305,920	682,641	304,965
Streets	246,288	863,111	259,772
Motor Pool/Garage	49,408	95,215	52,269
Powell Bill	31,037	274,315	32,118
Sanitation	662,177	1,410,260	816,212
Parks and Rec	771,630	1,005,200	368,507
SRAC	570,256	1,115,890	469,880
Sarah Yard Center	16,144	76,610	11,137
Contingency	-	291,213	-
Appropriations/Contributions	-	-	-
Total	\$ 7,731,665	\$ 15,726,082	\$ 7,338,890

YTD Fund Balance Increase (Decrease)

- -

WATER AND SEWER FUND

Revenues	Actual to Date	Budget	Actual to Date
	FY '19-20	FY '20-21	FY '20-21
Water Charges	\$ 1,468,663	\$ 2,872,930	\$ 1,516,781
Water Sales (Wholesale)	935,866	\$ 1,800,000	830,971
Sewer Charges	2,353,727	4,370,000	2,514,098
Penalties	-	50,000	31,733
Tap Fees	4,450	4,500	17,410
Other Revenues (Includes Penalties for FY18-19)	99,529	39,400	763,837
Grants	500,000	-	-
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	213,812	-
Total	\$ 5,362,235	\$ 9,350,642	\$ 5,674,830

Expenditures	Actual to Date	Budget	Actual to Date
	FY '19-20	FY '20-21	FY '20-21
Water Plant (Less Transfers)	\$ 1,038,960	\$ 2,059,102	\$ 1,063,640
Water Distribution/Sewer Coll (Less Transfers)	2,440,177	4,820,402	2,783,799
Transfer to General Fund	-	-	-
Transfer to W/S Capital Proj. Fund	-	1,500,000	-
Debt Service	348,149	611,133	305,566
Contingency	-	360,005	-
Total	\$ 3,827,286	\$ 9,350,642	\$ 4,153,005

ELECTRIC FUND

Revenues	Actual to Date	Budget	Actual to Date
	FY '19-20	FY '20-21	FY '20-21
Electric Sales	\$ 8,241,275	\$ 16,300,000	\$ 8,373,644
Penalties	76,366	100,000	51,100
All Other Revenues	133,126	164,000	145,935
Grants	-	-	-
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	233,862	-
Total	\$ 8,450,767	\$ 16,797,862	\$ 8,570,679

Expenditures	Actual to Date	Budget	Actual to Date
	FY '19-20	FY '20-21	FY '20-21
Administration/Operations	\$ 1,290,167	\$ 2,689,692	\$ 1,418,003
Purchased Power - Non Demand	2,835,780	12,615,420	2,310,263

Purchased Power - Demand	3,971,894	-	3,898,563
Purchased Power - Debt	674,436	-	674,436
Debt Service	351,307	342,586	342,585
Capital Outlay	43,602	35,000	-
Contingency	-	331,664	-
Transfers to Electric Capital Proj Fund	-	695,000	-
Transfer to Electric Capital Reserve	-	-	-
Transfers to General Fund	-	88,500	-
Total	<u>\$ 9,167,186</u>	<u>\$ 16,797,862</u>	<u>\$ 8,643,850</u>

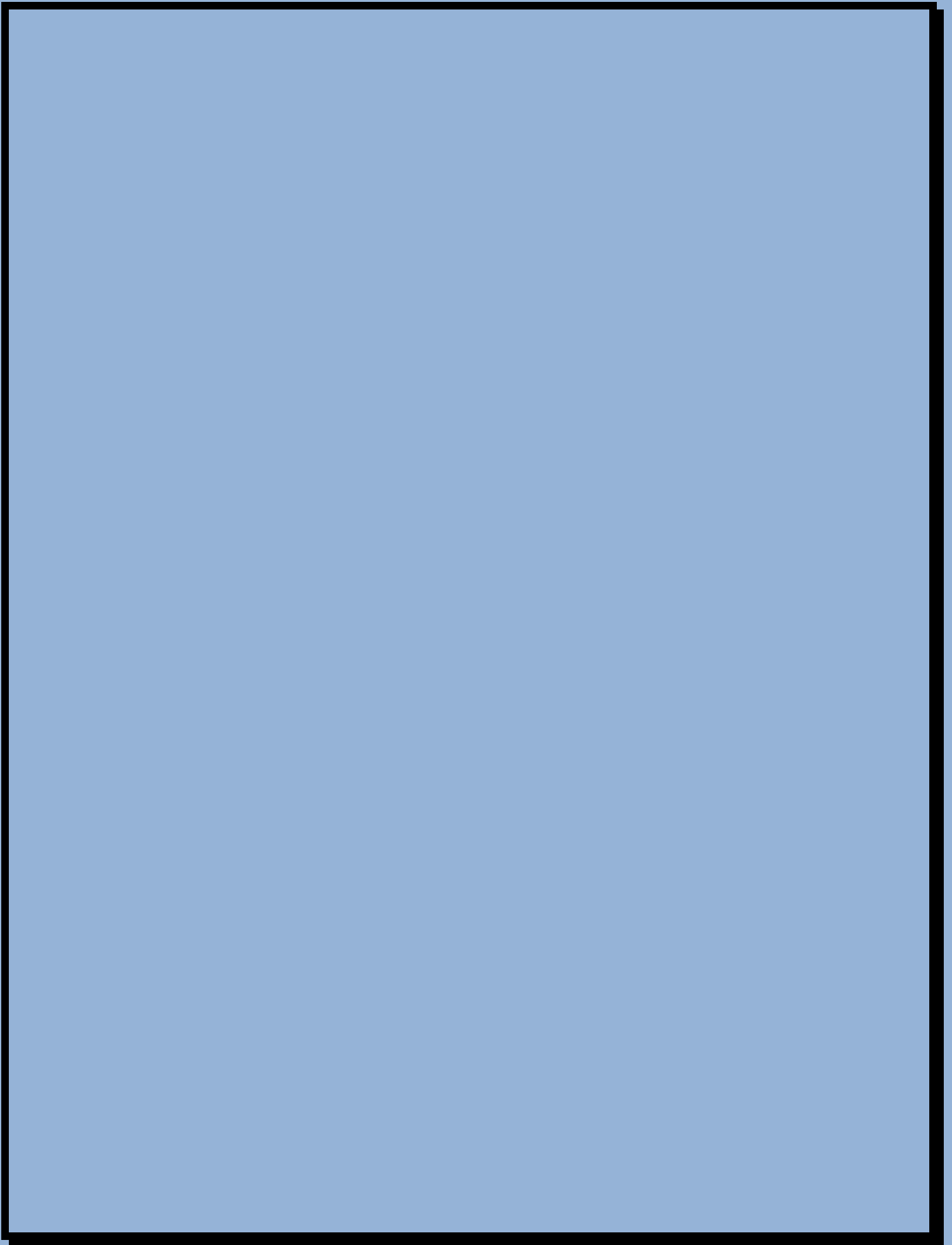
CASH AND INVESTMENTS FOR APRIL

General Fund (Includes P. Bill)	14,912,878		
Water and Sewer Fund	9,991,430		
Electric Fund*	10,437,361		
JB George Endowment (40)	134,968		
Water Plant Expansion (43)	2,512,198		
Booker Dairy Road Fund (44)	457,896		
Capital Project Fund: Wtr/Sewer (45)	505,478		
Capital Project Fund: General (46)	603,950		
Capital Project Fund: Electric (47)	293,542		
FEMA Acquisitions and Elevations (48)	550		
CDBG Neighborhood Revitalization (49)	(984)	1st CITIZENS	32,813,545
Firemen Relief Fund (50)	105,193	NCCMT	2,383,497
Fire District Fund (51)	230,807	KS BANK	3,704,099
General Capital Reserve Fund (72)	6,009	UNITED COMM	1,290,135
Total	<u>\$ 40,191,276</u>		<u>\$ 40,191,276</u>

*Plug

Account Balances Confirmed By Finance Director on 02/17/2021

Department Reports





Department Report

**Agenda
Item: Monthly
Economic
Development
Update**

Update

In July 2017, upon request of Economic Development Liaison Tim Kerigan along with Rocky Lane of Sanford Holshouser, Council approved to continue to engage the Scope of Work with Sanford Holshouser for Implementation of the Strategic Economic Development Update Action Items that originally began in August 2016.

Since August of 2016, the Town has been able to make steady progress on implementing the identified action items from the Town's Economic Development Strategic Plan that was updated in 2014.

Attached is a list of mentionable activities for January/February 2021.

Action Requested

No action requested.

Smithfield Economic Development Implementation Activities JAN/FEB21

1. Product Development/New Company Recruitment – The monthly meeting with Chris Johnson to review progress on the acquisition and development of the West Smithfield Industrial Park (WSIP) had to be postponed due to a conflict that arose in Chris’s schedule. The purpose of the monthly meetings is to ensure that communications and all elements in which the town has a role in, are being handled. All information is that the acquisition and development of the property is moving forward. Project XD is also discussed at the monthly meeting, and according to all information, this project is moving ahead as well.
2. Residential Development – various ways to solve the sewer issued that forced the Keller and Keller multi-faceted project to be put on hold continue to be explored.
3. Internal/External Marketing – the final edits of the promotional booklet have been approved and sent to the printers. However, some of the materials originally proposed for the booklet are no longer available. Options are being considered and once finalized the printing will proceed.
4. BRE – the tracking matrix and outreach plans, which include virtual meetings with existing business and industries are being developed. As soon as safe and feasible, in-person visits will be scheduled. BRE is the most important activity any economic development agency can undertake.
5. Downtown Development – strategies to restart the recruitment efforts for a brewery continue to be developed. COVID 19 issues continue to slow the effort, but as vaccines are administered, it is hoped that tours can be schedule with potential brewers. Again, we will move forward with this project as soon as feasible.

Downtown WiFi – the WiFi system that covers the downtown area is up and operational, but there are a couple of issues which need to be addressed. The vendor has been contacted and made aware of the problems and efforts to correct those issues are in process.

Gabriel Johnston Hotel – town representatives met with a local real estate agent representing the owners of the Gabriel Johnston Hotel and a development group to discuss the property. Town representatives included Mike Scott, Tim, and Rocky. The discussions centered on the developers’ vision as to how the hotel could be redeveloped and what it would take to make that happened. The plan includes a partnership with the town to facilitate the acquisition and redevelopment of the property. The proposal will be discussed further along with alternatives to move forward.



FINANCE DEPARTMENTAL REPORT FOR JANUARY, 2021

SUMMARY OF ACTIVITIES FOR MAJOR FUNDS (10,30,31):

Daily Collections/Property Taxes/Other.....	\$ 5,168,100
Franchise Tax.....	0
Sales & Use Tax.....	234,213
Powel Bill.....	0
Total Revenue	\$ 5,402,313

Expenditures: General, Water, and Electric.....\$ 3,022,126

FINANCE:

- Compiled and submitted monthly retirement report on 1/29/2021
- Issued 61 purchase orders
- Processed 632 vendor invoices for payment and issued 341 accounts payable checks
- Prepared and processed 2 regular payrolls and 1 special payroll for hazard pay. Remitted federal and state payroll taxes on 1/8, 1/15 and 1/22/2021
- Issued 0 renewal privilege licenses for beer and wine sales.
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Sent 0 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$8,436
- Processed 17 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$31,243.67 (EMS = \$7,168.69; SRAC = \$5,600.67; Utility= \$18,474.31; and Other = \$0).
- Invoiced 5 grave opening for a total of \$3,500
- Invoiced Johnston Community College for Police Security
- Earned \$1,369.85 in interest from FCB and paid 0 in fees on the central depository account
- Paid \$8,193.51 in credit/debit/Tyler card fees, but earned \$7,415.25 (31-72-3550-3520-0002) in convenience fees (Reporting month charged/earned, not month paid)

FINANCE DIRECTOR

- Attended Town Council Meeting on January 5, 2021
- Attended Department Head Meetings on January 4 and 19, 2021
- Renewed System for Award Management Registration (aka SAM) on 1/15/2021
- Paid Electric Utility Sales Tax to State on 1/9/2021
- Reconciled the Dec. 31,2020 bank statement on 1/17/2021
- Completed LGC203 biannual report on 1/20/2021
- Completed the Municipal Electric Utility Report for the NC Utilities Commission on 1/27/2021
- Completed the TR2 2020 Municipal Certification NCDOR Valuation and property Tax Levies Report on 1/29/2021



Planning Department Development Report

Monday, February 22, 2021

Project Name: **Courtyard Cabins at White Swan**
 Request: Motor Lodge Cabin Units
 Location 3158 South Brightleaf Boulevard
 Tax ID#: 15J10061F PIN#: 168207-59-4298
 Project Status In First Review
 Notes:

Conditional Zoning 2021-01	
Submittal Date:	2/5/2021
Planning Board Review:	3/4/2021
Board of Adjustment Review:	
Town Council Hearing Date:	4/6/2021
Approval Date:	

Project Name: **Scooter's Coffee**
 Request: Restaurant
 Location 721 North Brightleaf Boulevard
 Tax ID#: 15004024C PIN#: 169416-93-4124
 Project Status In First Review
 Notes:

Special Use 2021-01	
Submittal Date:	2/5/2021
Planning Board Review:	3/4/2021
Board of Adjustment Review:	
Town Council Hearing Date:	4/6/2021
Approval Date:	

Project Name: **Samet Corporation**
 Request: Major Subdivision Approval
 Location US 70 Bus Wes Highway
 Tax ID#: 15078012 PIN#: 168500-73-3381
 Project Status In First Review
 Notes:

Subdivision 2021-01	
Submittal Date:	2/5/2021
Planning Board Review:	3/4/2021
Board of Adjustment Review:	
Town Council Hearing Date:	4/6/2021
Approval Date:	

Project Name: **Town of Smithfield**
 Request: Amends Art 6.6 to allow Pharmaceuticals in the LI district
 Location
 Tax ID#: PIN#:
 Project Status In First Review
 Notes:

Text Amendment 2021-02	
Submittal Date:	2/5/2021
Planning Board Review:	2/4/2021
Board of Adjustment Review:	
Town Council Hearing Date:	4/6/2021
Approval Date:	

Project Name: **East River Phases 6 & 7**
 Request: 61 Unit Townhouse Complex
 Location 1900 Buffalo Road
 Tax ID#: 14075015X PIN#: 169520-90-2199
 Project Status In First Review
 Notes:

Special Use 2022-02	
Submittal Date:	2/5/2021
Planning Board Review:	3/4/2021
Board of Adjustment Review:	
Town Council Hearing Date:	4/6/2021
Approval Date:	

Project Name: **St. Ann Catholic Church**
 Request: Amends Art 6.5 & Art 7 Columbaria Sulplemental Standards
 Location
 Tax ID#: PIN#:
 Project Status Scheduled for Public Hearing
 Notes:

Text Amendment 2021-01	
Submittal Date:	1/7/2021
Planning Board Review:	2/4/2021
Board of Adjustment Review:	
Town Council Hearing Date:	3/2/2021
Approval Date:	

Project Name: **Samet Corporation**
 Request: Rezone 258.52 acres for Industrial Park
 Location US Hwy 70 Bus
 Tax ID#: PIN#:
 Project Status Approved
 Notes: PB reccomends approval

Map Amendment 2020-09	
Submittal Date:	11/6/2020
Planning Board Review:	12/3/2020
Board of Adjustment Review:	
Town Council Hearing Date:	1/5/2021
Approval Date:	1/5/2021

Project Name: **Town of Smithfield**
 Request: Amends Articles 2, 8, 9, 10, and Appendix A
 Location
 Tax ID#: PIN#:
 Project Status In First Review
 Notes: PB reccomends approval

Text Amendment 2020-03	
Submittal Date:	11/5/2020
Planning Board Review:	12/3/2020
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Town of Smithfield**
 Request: Amends Articles 3, 4, 5, 6 and 7
 Location
 Tax ID#: PIN#:
 Project Status **In First Review**
 Notes: UDO updated to reflect changes

Text Amendment 2020-03	
Submittal Date:	9/4/2020
Planning Board Review:	10/1/2020
Board of Adjustment Review:	
Town Council Hearing Date:	11/10/2020
Approval Date:	11/10/2020

Project Name: **Historic Smithfield Foundation**
 Request: Variance to front building setback for Freedman House
 Location 308 North Fourth Street
 Tax ID#: 15013053 PIN#: 169419-52-6462
 Project Status **Approved**
 Notes: Under construction

BOA 2020-06	
Submittal Date:	8/27/2020
Planning Board Review:	
Board of Adjustment Review:	9/24/2020
Town Council Hearing Date:	
Approval Date:	9/24/2020

Project Name: **Johnston Health Services**
 Request: 5,370 Sq ft addition to Hospital Complex
 Location 512 North Brightleaf Boulevard
 Tax ID#: 15010058 PIN#: 169416-82-0969
 Project Status
 Notes: Construction no yet begun

Site Plan 0202-09	
Submittal Date:	8/24/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	9/4/2020

Project Name: **Ambit Plumbing**
 Request: Contractor with outdoor storage
 Location 100 Rock Pillar Road
 Tax ID#: 5J08017E PIN#: 167500-94-9799
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2020-08	
Submittal Date:	8/11/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	10/16/2020

Project Name: **Daycare Center**
 Request: Daycare Center @ existing place of worship
 Location 720 Second Avenue
 Tax ID#: 15066010 PIN#: 169311-57-2189
 Project Status First Review Complete
 Notes: Construction no yet begun

Special Use 2020-09	
Submittal Date:	7/3/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	9/1/2020
Approval Date:	9/1/2020

Project Name: **Twin Oaks Subdivision**
 Request: 20 lot subdivision
 Location Will Drive
 Tax ID#: 15J11008M PIN#: 160300-46-0287
 Project Status Approved
 Notes: Construction plans not yet approved

Subdivision 2020-02	
Submittal Date:	6/5/2020
Planning Board Review:	7/9/2020
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	8/4/2020

Project Name: **Smithfield Living Facility**
 Request: 83 Unit Assisted Living Facility
 Location Kellie Drive
 Tax ID#: 14075022D PIN#: 260405-09-8645
 Project Status Approved
 Notes: Construction not yet begun

Site Plan 2020-07	
Submittal Date:	6/5/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	9/10/2020

Project Name: **JCC Engineering Building**
 Request: 46,365 square foot educational facility
 Location 245 College Road
 Tax ID#: 15K10199F PIN#: 159308-87-5887
 Project Status Approved
 Notes: Construction no yet begun

Site Plan 2020-06	
Submittal Date:	5/19/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	8/24/2020

Project Name: **Tru Hotel**
 Request: 4 Story Hotel
 Location 167 South Equity Drive
 Tax ID#: 15008046c PIN#: 260417-10-4438
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2020-04	
Submittal Date:	4/29/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	6/1/2020

Project Name: **Johnston County Detention Center**
 Request: Site Plan Approval
 Location 1071 Yelverton Grov Road
 Tax ID#: 15L11011 PIN#: 260300-67-6920
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2020-02	
Submittal Date:	2/7/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	7/14/2020

Project Name: **East River Phase II**
 Request: 32 lot division / Construction Plan Review
 Location Buffalo Road
 Tax ID#: 14075013 PIN#: 169520-80-3415
 Project Status **Approved**
 Notes: All lots permitted for new home construction

Subdivision 2018-01	
Submittal Date:	1/29/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	4/20/2020

Project Name: **Johnston Animal Hospital**
 Request: Free Standing Facility
 Location 826 North Brightleaf Boulevard
 Tax ID#: 15005038 PIN#: 260413-02-5950
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2020-01	
Submittal Date:	1/7/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	6/24/2020

Project Name: **Johnston Regional Airport FBO**
 Request: FBO Hanger Addition
 Location 3149 Swift Creek Road
 Tax ID#: 15079017D PIN#: 168500-12-1015
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2019-04	
Submittal Date:	5/22/2019
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	8/22/2019

Project Name: **Kamdon Ranch**
 Request: 110 Lot Division
 Location Swift Creek Road
 Tax ID#: 15108020 PIN#: 167400-55-9495
 Project Status **Approved**
 Notes: Gig list being addressed. Permitting of new homes eminent.

Subdivision 2019-02	
Submittal Date:	4/5/2019
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	6/27/2019

Project Name: **East River Phase 1**
 Request: 40 lot division
 Location 1899 Buffalo Road
 Tax ID#: 14075013 PIN#: 169520-80-0490
 Project Status **Approved**
 Notes: Built Out

Subdivision 2018-01	
Submittal Date:	7/9/2018
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	2/12/2019

Project Name: **Tires and Wheels**
 Request: Auto Repair
 Location 2134 South Brightleaf Boulevard
 Tax ID#: 15A61047D PIN#: 168320-91-1779
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2017-09	
Submittal Date:	8/8/2017
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	3/8/2018



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

Permit Issued for January 2021

		Permit Fees	Permits Issued
Zoning	Land Use	\$900.00	9
Site Plan	Major Site Plan	\$100.00	1
Site Plan	Minor Site Plan	\$350.00	14
Zoning	Sign	\$150.00	3
Report Period Total:		\$1,500.00	27
Fiscal YTD Total:		\$11,600.00	189

Z21-000003	Zoning	Land Use	Playmates	304 Canterbury Rd
Z21-000001	Zoning	Land Use	Cost Cutters	1235 North Brightleaf Blvd
SP21-000001	Site Plan	Minor Site Plan	14 x 70 Class B Manufactured	23 Franklin Drive
SP21-000002	Site Plan	Minor Site Plan	Single Family Dwelling	3027 NC 210 Hwy
Z21-000002	Zoning	Land Use	DEN Underground, Inc.	1515 S Brightleaf Blvd
SP21-000003	Site Plan	Major Site Plan	Capital Hydraulics	228 Airport Industrial Dr
Z21-000004	Zoning	Land Use	Milden Pressure Washing	26 Noble St
Z21-000005	Zoning	Land Use	Johnston County Spine Center	1547 Market St
Z21-000006	Zoning	Sign	We Ship It	111 N Third St
SP21-000004	Site Plan	Minor Site Plan	Two Family Dwelling	101A & B W Langdon Ave
SP21-000005	Site Plan	Minor Site Plan	Two Family Dwelling	105A & B W Langdon Ave
Z21-000007	Zoning	Sign	Johnston County Spine Center	1547 E Market St
SP21-000006	Site Plan	Minor Site Plan	Single Family Dwelling	651 Sturgeon St
Z21-000008	Zoning	Land Use	The General's Shake Shak	1025 Outlet Center Dr
SP21-000007	Site Plan	Minor Site Plan	Single Family Dwelling	643 Sturgeon St
SP21-000008	Site Plan	Minor Site Plan	Single Family Dwelling	635 Sturgeon St
SP21-000009	Site Plan	Minor Site Plan	Single Family Dwelling	627 Sturgeon St
Z21-000009	Zoning	Sign	West Smithfield Elementary	2665 Galilee Rd
SP21-000010	Site Plan	Minor Site Plan	Driveway Permit	608 Hancock St
SP21-000011	Site Plan	Minor Site Plan	Deck Enclosure	202 Laurel Circle
SP21-000012	Site Plan	Minor Site Plan	54' x 48' Farm Structure	4745 Swift Creek Rd
Z21-000010	Zoning	Land Use	Krab Kingz Seafood Food Truck	1043 Outlet Center Dr
SP21-000013	Site Plan	Minor Site Plan	Single Family Dwelling	470 Country Club Rd
Z21-000011	Zoning	Land Use	Moe Tobacco and Vape	1257 Brightleaf Blvd
SP21-000014	Site Plan	Minor Site Plan	Single Family Dwelling Addition	213 East HOLT St
SP21-000015	Site Plan	Minor Site Plan	Single Family Dwelling Addition	202 Laurel Cir
Z21-000012	Zoning	Land Use	Investors Title Insurance	210 E Church St



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING January 31, 2021**

I. STATISTICAL SECTION

Month Ending January 31, 2021	Jan 2021	Jan 2020	Total 2021	Total 2020	YTD Difference
Calls for Service	1526	1655	1526	1655	-129
Incident Reports Completed	113	132	113	132	-19
Cases Closed	86	97	86	97	-11
Accident Reports	58	73	58	73	-15
Arrest Reports	69	100	69	100	-31
Burglaries Reported	7	12	7	12	-5
Drug Charges	14	28	14	28	-14
DWI Charges	4	8	4	8	-4
Citations Issued	235	153	235	153	100
Speeding	63	50	63	50	13
No Operator License	53	15	53	15	38
Registration Violations	35	22	35	22	13

II. PERSONNEL UPDATE

The police department currently has 2 vacancies with the additional 2 traffic team members that were added due to the acceptance of the Traffic Grant. Two background investigations are currently under way.

III. MISCELLANEOUS

Mandatory in-service training was continued in January, with most courses be completed on line. Staff is currently completing the yearly report for the agency. Community events are still at an all time low due to the COVID-19 pandemic,

REPORTED UCR OFFENSES FOR THE MONTH OF JANUARY 2021

PART I CRIMES	January 2020	January 2021	+/-	Percent Changed	Year-To-Date 2020	Year-To-Date 2021	+/-	Percent Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	0	0	0	N.C.
ROBBERY	1	0	-1	-100%	1	0	-1	-100%
Commercial	0	0	0	N.C.	0	0	0	N.C.
Individual	1	0	-1	-100%	1	0	-1	-100%
ASSAULT	6	3	-3	-50%	6	3	-3	-50%
* VIOLENT *	7	3	-4	-57%	7	3	-4	-57%
BURGLARY	10	6	-4	-40%	10	6	-4	-40%
Residential	8	6	-2	-25%	8	6	-2	-25%
Non-Resident.	2	0	-2	-100%	2	0	-2	-100%
LARCENY	32	28	-4	-13%	32	28	-4	-13%
AUTO THEFT	2	4	2	100%	2	4	2	100%
ARSON	1	2	1	100%	1	2	1	100%
* PROPERTY *	45	40	-5	-11%	45	40	-5	-11%
PART I TOTAL:	52	43	-9	-17%	52	43	-9	-17%
PART II CRIMES								
Drug	14	12	-2	-14%	14	12	-2	-14%
Assault Simple	4	10	6	150%	4	10	6	150%
Forgery/Counterfeit	13	3	-10	-77%	13	3	-10	-77%
Fraud	7	6	-1	-14%	7	6	-1	-14%
Embezzlement	1	0	-1	-100%	1	0	-1	-100%
Stolen Property	2	1	-1	-50%	2	1	-1	-50%
Vandalism	3	6	3	100%	3	6	3	100%
Weapons	1	1	0	0%	1	1	0	0%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	1	1	N.C.	0	1	1	N.C.
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	2	0	-2	-100%	2	0	-2	-100%
D. W. I.	10	4	-6	-60%	10	4	-6	-60%
Liquor Law Violation	3	7	4	133%	3	7	4	133%
Disorderly Conduct	0	0	0	N.C.	0	0	0	N.C.
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	0	0	N.C.	0	0	0	N.C.
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	18	13	-5	-28%	18	13	-5	-28%
PART II TOTAL:	78	64	-14	-18%	78	64	-14	-18%
GRAND TOTAL:	130	107	-23	-18%	130	107	-23	-18%

N.C. = Not Calculable



**Town of Smithfield
Fire Department
January 2021**

I. Statistical Section

Responded to	2021 Jan	Jan IN	Jan OUT	2020 Jan	2021 IN	2021 OUT	2021 YTD	2020 YTD
Total Structure Fires Dispatched	5	2	3	9	2	3	5	9
Confirmed Structure Fires (Our District)	2	2	0	5	2	0	2	5
Confirmed Structure Fires (Other Districts)	3	0	3	4	0	3	3	4
EMS/Rescue Calls	105	97	8	152	97	8	105	152
Vehicle Fires	1	1	0	1	1	0	1	1
Motor Vehicle Accidents	11	11	0	20	11	0	11	20
Fire Alarms (Actual)	9	9	0	9	9	0	9	9
Fire Alarms (False)	5	4	1	4	4	1	5	4
Misc./Other Calls	24	22	2	23	22	2	24	23
Mutual Aid (Received)	3	0	0	8	0	0	3	8
Mutual Aid (Given)	3	0	0	4	0	0	3	4
Overlapping Calls (Calls at the same time)	32	0	0	45	0	0	32	45
TOTAL EMERGENCY RESPONSES	160	146	14	218	146	14	160	218

* 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**).

	Jan	YTD
Fire Inspections/Compliance Inspections	30	30
Public Fire Education Programs	0	0
Children in Attendance	0	2
Adults in Attendance	0	2
Plans Review Construction/Renovation Projects	5	5
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	1	1
Re-Inspections	7	104

II. Major Revenues

	Jan	YTD
Inspections	\$300.00	\$300.00
False Alarms	\$0.00	\$0.00
Fire Recovery USA	\$1188.00	\$1188.00
EMS Debt Setoff	\$0.00	\$0.00

Major Expenses for the Month:

III. Personnel Update:

IV. Narrative of monthly departmental activities:

- Due to COVID-19 all special events were cancelled.

**Town of Smithfield
Public Works Department
Jan. 31, 2021**



121 Total Work Orders completed by the Public Works Department

8 Burials, at \$700.00 each = \$5,600.00

0 Cremation Burial, \$400.00 each = \$0

\$3000 Sunset Cemetery Lot Sales

\$ 0 Riverside Extension Cemetery Lot Sales

434.92 tons of household waste collected

68 tons of yard waste collected

3.59 tons of recycling collected

0 gallons of used motor oil were recycled

142 scrap tires were recycled

Appearance Commission January 2021 Monthly Report:

Collect soil samples for Down Town tree planting project.

Samples were not ready at the last meeting I was told to check back at the beginning of February for soil samples.

Mr. Narron will give us the figures and drawing of the appropriate trees that will be planted.

They discussed art murals, the boat ramp, landscape and talking statues.

Next Appearance Commission meeting will be on Feb. 16, 2021 at 5:00 pm in Town Hall.

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
Jan. 31, 2021



I. Statistical Section

- _____ 8 Burials
- _____ 2 Works Orders – Buildings & Facilities Division
- _____ 11 Work Orders – Grounds Division
- _____ 7 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$ <u>5,100.00</u>
Riverside Ext Cemetery Lot Sales:	\$ <u>0</u>
Grave Opening Fees:	\$ <u>5,600.00</u>
Total Revenue:	\$ <u>8,600.00</u>

III. Major Expenses for the Month:
None for the Month

IV. Personnel Update:

No new personnel hired.

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Appearance Division safety meeting was on "Canceled due to COVID-19".

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
January 31, 2021**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 0 Work Orders – 0 Tons of Asphalt was placed in 0 utility cuts, 0 gator areas and 0 overlay.
- c. 0 Work Orders - 0 Linear Feet of ditches were cleaned
- d. 21 Work Orders – 1,620 lbs. of Cold Patch was used for 45 Potholes.
- e. 5 Work orders for sinkholes

II. Major Revenues

Craig Tyner retired Jan. 22, 2021, after 21 years of service in the Drainage Dept.

III. Major Expenses for the Month:

Paid \$886.04 to Black's Tire service 2 tires for #405 Dump Truck
Paid \$582.10 to Black's Tire service 2 tires for #408 F 550
Paid \$1,140.40 to Black's Tire for Unit #411 Backhoe.
Paid \$1,677.03 to Herc Rentals of excavator form catch basins
Paid \$1,233.00 to Gregory Poole Equipment Co. 750 PM hr. 411 Backhoe.
Paid \$9,150.00 to Vision NC to clean storm drain cleaning 513 S.1st St.
Paid \$2800.05 to Southern Vac for 1 pallet of brooms for street sweeper.
Paid \$2013.38 to Southern Vac for 1 For PM service to Ravo .
Paid \$1009.01 to White's Tire for 5 Dump Truck #405 .

IV. Personnel Update:

None for the month.

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting on "No meeting due to COVID-19".

**Town of Smithfield
Public Works Department
Jan. 2021 Drainage Report**

Location: 204 E. Davis St, 806 North St, 2 Runneymeade, 1103 Walnut St., 119 #3rd St.

Starting Date: 12/30/2021
Completion Date: 1/6/2021
Description: Water / Sewer cuts by Poole paving
Man-hours: n/a
Equipment: n/a
Materials: n/a

Location: 321 Hospital Road,
Starting Date: 1/2/2021
Completion Date: 1/7/2021
Description: Building and Facilities. Repair lights and Bathroom toilet
Man-hours: 2-man hrs.
Equipment: n/a
Materials: Led light bulbs / universal HIG Perf Fl from Lowe's

Location: 231 Hospital Road Smithfield.
Starting Date: 9/9/2019
Completion Date: 1/6/2021
Description: Clean out catch basins / could not find the outlet
Man-hours: 56-man Hrs.
Equipment: Rental excavator with thumb, 405,420 Backhoe, W/S Jet Tk
Materials: No material

Location: 701 East St.
Starting Date: 12/17/2020
Completion Date: 1/7/2020
Description: Nuisance Property
Man-hours: 4.5 Man hrs.
Equipment: 905 and equipment Trailer
Materials: 1 mower, 1 blower, 2 gas pruners and 3 weed eaters

Location: Jo Co Library Parking Lot
Starting Date: 12/22/2020
Completion Date: 1/7/2020
Description: No parking loading zones.
Man-hours: 3 Man hrs.
Equipment: 412
Materials: 2 of each: nuts, washers, bolts and 1 pole

Location: Hancock St. east
Starting Date: 1/12/2020
Completion Date: 1/13/2021
Description: Erection on "No thru trucks"
Man-hours: 1.5 Man hrs.
Equipment: 412
Materials: 2 / 8ft.U-channels poles, 4/ bolts, washers

Location: Aspen Dr. & Willow St., North St. & 12th Str., Beechwood Dr. & Walnut Dr., 7th St. & North St.

Starting Date: 1/8/2021
Completion Date: 1/29/2021
Description: Signage
Man-hours: 2.75 Man hrs.
Equipment: 412
Materials: Hand tools

Location: Corner of hood St. & Chestnut 5th & Holt St., 3rd St. & Holt St., Southwood Pl. & 2nd St.

Starting Date: 1/19/2021
Completion Date: 1/26/2021
Description: Sink holes
Man-hours: 7man hrs.
Equipment: 412, 905/2020
Materials: 1 yard on concrete 7) 80-lb bags of concrete, rakes, hand tools

Location: 404 N.3rd St
Starting Date: 1/26/2021
Completion Date: 1/26/2021
Description: Gutter repair
Man-hours: .5-man hrs.
Equipment: 412
Materials: Perma Patch

Location: 5th St. & Holt St., 316 Forbes Dr., 11st & North St., 7th St. & North St.

Starting Date: 1/25/2021
Completion Date: 1/28/2021
Description: Flooding and drainage concern
Man-hours: 2.5 Man hrs.
Equipment: 412
Materials: rakes and hand tools

Location: 1109 Outlet Center Dr.,1051 Outlet Center Dr.,911 Outlet Center Dr., North St. & N. 4th St., North St., North St.& SR1003 Buffalo Rd., North St & N. 5th St., 205 N. 7th St.,110 W. Caroline.,107 Heath Ave,1300 Block of S. Vermont St., Sanders St. & S. 1st St., Eden Dr. and Booker Dairy Rd., Eden Dr. and Book Wood Dr., 1 Eden Dr., Book wood & Randers Court. Afton Lane., Lemay and MLK Dr., 1010 MLK Dr., Berkshire Rd. & Edgerton St.

Starting Date: 1/14/20201
Completion Date: 1/29/2021
Description: Potholes
Man-hours: 5.9 Man hrs.
Equipment: 412, Hand tools, 905-2020
Materials: 27 Bags of Perma patch

Water/Sewer Street Cut List

Date:	Address:	Size:	Emailed to PW on:	Patched by Poole
	204 E. Davis St.	6x12	12/30/20	01/06/21
	806 North St.	9 x 9	12/30/20	01/06/21
	2 Runneymeade	9 x 10	12/30/20	01/06/21
	1103 S Walnut St	7 x 12	12/30/20	01/06/21
	119 S 3 rd St	5 x 11	12/30/20	01/06/21

Cuts Received on 12/30/2020

Submitted to Poole Paving on 12/30/2020

Cuts repaired on 1/6/2021

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
Jan. 31, 2021**



I. Statistical Section

 10 Preventive Maintenances
 0 North Carolina Inspections
 44 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

Carolina Phone & Alarms, Inc. installed a video camera at the front of the shop for \$875. Purchased needed shop tools from Matco Tools for \$1,169.47.

IV. Personnel Update:

Brice Turner was hired as the new shop mechanic.

V. Narrative of monthly departmental activities:

New shop employee concentrated on inventorying, re-organizing the shop and preventative maintenance service on the Town fleet.

Town of Smithfield
Public Works Sanitation Division
Monthly Report
Jan. 31, 2021



I. Statistical Section

The Division collected from approximately 4,155 homes, 4 times during the month

- a. Sanitation forces completed 19 work orders
- b. Sanitation forces collected tons 434.92 of household waste
- c. Sanitation forces disposed of 34 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town disposed of 142 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.59 tons of recyclable plastic.
- h. Recycled 3,040 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of cooking oil was collected at the Convenient Site Center
- j. Recycled 3800 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 4240 lbs. of shredder steel for \$267.50 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,211.00 for disposal of yard waste and debris. Paid \$1836.40 to Smithfield Diesel repair for truck #305 and \$4382.86 for repairs to truck #311. Paid \$2200.00 to U.S. Cellular for 20 tracking Devices 2 tablet with Mi fleet. Paid \$950.00 to White's Tire for 5 tires for Knuckle boom loaders.

IV. Personnel Update:

No one was hired. Still working with Mitchell's Temporary.

V. Narrative of monthly departmental activities:

The department worked closely with Parks & Recreation providing traffic control devices and event containers for special events held at the SRAC. The Public Works Department safety meeting was on "No safety meeting due to COVID-19."

Community Service Workers worked 0 hrs.



MONTHLY REPORT FOR JANUARY, 2021

PROGRAMS STATISTICS	JANUARY, 2021		JANUARY, 2020	
NUMBER OF PROGRAMS	3		9	
TOTAL ATHLETICS PARTICIPANTS	25		270	
TOTAL NON/ATHLETIC PARTICIPANTS	25		49	
NUMBER OF GAMES PLAYED	0		63	
TOTAL NUMBER OF PLAYERS (GAMES)	0		1260	
NUMBER OF PRACTICES	5		93	
TOTAL NUMBER OF PLAYER(S) PRACTICES	64		930	
SYCC VISITS	231		336	
	JANUARY, 2021	20/21 FY YTD	JANUARY, 2020	19/20 FY YTD
PARKS RENTALS	12	139	13	172
USERS (PARKS RENTALS)	246	2733	108	8006
TOTAL UNIQUE CONTACTS	566		2,683	
	JANUARY, 2021	20/21 FY YTD	JANUARY, 2020	19/20 FY YTD
PARKS AND RECREATION REVENUES	\$ 844.00	\$ 7,572.00	\$ 2,543.00	\$ 43,228.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 53,578.00	\$ 368,507.00	\$ 53,386.00	\$ 408,510.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ -	\$ -	\$ 2,957.00	\$ 116,910.00
SYCC EXPENDITURES	\$ 2,019.00	\$ 11,137.00	\$ 1,935.00	\$ 16,143.00

Completed Greenway Mileage Marker Replacement Project (Eagle Scout - Griffin Moore)



SRAC MONTHLY REPORT FOR JANUARY, 2021

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	9	16
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	2733	3420

	JANUARY, 2021	20/21 FY YTD	JANUARY, 2020	19/20 FY YTD
SRAC MEMBER VISITS	2003	10101	3912	25074
DAY PASSES	0	0	551	5793
RENTALS (SRAC)	21	29	39	372
USERS (SRAC RENTALS)	2376	3797	4671	26802
TOTAL UNIQUE CONTACTS	7,112		12,554	

FINANCIAL STATISTICS

	JANUARY, 2021	20/21 FY YTD	JANUARY, 2020	19/20 FY YTD
SRAC REVENUES	\$ 21,676.00	\$ 85,960.00	\$ 54,129.00	\$ 367,748.00
SRAC EXPENDITURES (OPERATIONS)	\$ 44,208.00	\$ 373,744.00	\$ 64,336.00	\$ 565,461.00
CAPITAL OUTLAY	\$ -	\$ 96,136.00		
SRAC MEMBERS	1887		2396	

HIGHLIGHTS

HOSTED 9 NCHSAA SANCITONED SWIM MEETS
 8 NEUSE RIVER 3A CONFERENCE MEETS
 6 OTHER HIGH SCHOOL MEETS (PRINCETON, CORINTH, CUMBERLAND CO., SANDHILLS)
 1 MARLINS OF RALEIGH MEET
 US NAVY TRAINING
 ALLIGATOR SWIM LESSONS (1200+ LESSONS)



- **Statistical Section**

- Electric CP Demand 22,178 Kw relative to December's demand of 22,244 Kw.
- Electric System Reliability for was 99.998%, with one (1) recorded main line outage; relative to December's 99.999%.
- Raw water treated on a daily average was 3.761 MG relative to 3.578 MG for December; with maximum demand of 4.042 MG relative to December's 4.813 MG.
- Total finished water to the system was 107.212 MG relative to December's 102.901 MG. Average daily for the month was 3.458 MG relative to December's 3.319 MG. Daily maximum was 3.730 MG (January 6th) relative to December's 4.106 MG. Daily minimum was 3.085 MG (January 20th), relative to December's 2.816 MG.

- **Miscellaneous Revenues**

- Water sales were \$233,630 relative to December's \$219,266
- Sewer sales were \$402,022 relative to December's \$376,123
- Electrical sales were \$1,253,633 relative to December's sales of \$1,348,699
- Johnston County Water purchases were \$138,619 for 58.987 MG relative to December's \$170,824 for 72.691 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$974,636 relative to December's \$975,465.
- Johnston County sewer charge was \$374,845 for 113.835 MG relative to December's \$315,432 for 95.752 MG.

- **Personnel Changes –**

- Jordan Wilson was hired as Utility Line Mechanic on January 11, 2021.



**Town of Smithfield
Electric Department
Monthly Report
December, 2021**

I. Statistical Section

- Street Lights repaired -14
- Area Lights repaired -10
- Service calls - 34
- Underground Electric Locates -145
- Poles changed out/removed or installed -3
- Underground Services Installed -3

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety meeting on CPR & First Aid.

V. Miscellaneous Activities:

- The Electrical Dept. is working on conversion/upgrade to the electrical system in the area of Baker St. & River Birch.
- The Electrical Dept. has removed all Christmas Decorations.
- The Electrical Dept. has finished installing the street lights along Kellie Dr.



WATER & SEWER

JANUARY 2021 MONTHLY REPORT

● DISCONNECT WATER	3
● RECONNECT WATER	3
● TEST METER	3
● TEMPORARY METER SET	0
● DISCOLORED WATER CALLS	2
● LOW PRESSURE CALLS	2
● NEW/RENEW SERVICE INSTALLS	0
● LEAK DETECTION	19
● METER CHECKS	10
● METER REPAIRS	2
● WATER MAIN/SERVICE REPAIRS	8
● STREET CUTS	7
● REPLACE EXISTING METERS	21
● INSTALL NEW METERS	17
● FIRE HYDRANTS REPAIRED	2
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	4
● CLEANOUTS INSTALLED	9
● INSPECTIONS	3

- CAMERA SEWER 6
- SEWER MAIN CLEANED 16695LF
- SERVICE LATERALS CLEANED 1980LF
- SERVICE CALLS 107
- LOCATES 150

- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY
- HELPING PUBLIC WORKS CLEANING STORM DRAIN ISSUES DURING EVERY RAIN FALL EVENT.

MAJOR EXPENSES FOR THE MONTH OF JANUARY

PERSONNEL UPDATES

UPCOMING PROJECTS FOR THE MONTH OF FEBRUARY

- PUMP STATION 18 NEW GENERATOR INSTALLATION
- WATER LINE REPLACEMENT SOUTH SMITHFIELD
- RAISE MANHOLES ON OUTFALL



MONTHLY WATER LOSS REPORT

JANUARY 2021

(5) - Meters with slow washer leaks

(2) 3/4" Line, 1/8" hole – 1 Day

1" Line, 1/8" hole – 2 Days

1 ¼ Line, 1/8" hole – 2 Days

(3)-2" Line, ¼" hole – 6 Hrs.

8" Line, Full shear – 4 Hrs.

(2) Fire Hydrants leaking

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	01/27/21	3.4	15	7965	10	North Street	01/28/21	3.5	15	17820	40
Computer Drive	01/27/21	3.2	15	31860	10	West Street	01/28/21	3.5	15	78030	50
Castle Drive	01/27/21	3.2	15	7965	10	Regency Drive	01/28/21	3.5	15	63720	60
Parkway Drive	01/27/21	3.2	15	63720	40	Randers Court	01/28/21	3	15	15930	40
Garner Drive	01/27/21	3	15	63723	40	Noble Street	01/28/21	3.5	15	15930	40
Hwy 210 LIFT ST.	01/27/21	3.2	15	15930	40	Fieldale Dr#1(L)	01/28/21	3.5	15	63720	40
Skyland Drive	01/27/21	3	15	7965	10	Fieldale Dr#2(R)	01/28/21	3.5	15	63720	40
Bradford Street	01/27/21	3.2	15	15930	10	Heather Court	01/28/21	3	15	15930	40
Kellie Drive	01/28/21	3.2	15	7965	10	Reeding Place	01/28/21	3	15	15930	40
Edgewater	01/28/21	3	15	7965	10	East Street	01/28/21	3.5	15	63720	40
Edgecombe	01/28/21	2.8	15	15930	40	Smith Street	01/28/21	3.5	15	63720	40
Valley Wood	01/28/21	3.2	15	63720	40	Wellons Street	01/28/21	3.5	15	63720	40
Creek Wood	01/28/21	3.2	15	63720	40	Kay Drive	01/27/21	3	15	38985	15
White Oak Drive	01/28/21	3.2	15	7965	10	Huntington Place	01/27/21	2	15	38985	15
Brookwood Drive	01/28/21	3	15	22515	5	N. Lakeside Drive	01/27/21	2	15	9750	15
Runnymede Place	01/28/21	2.5	15	31860	10	Cypress Point	01/27/21	2	15	34890	12
Nottingham Place	01/28/21	3.2	15	38985	10	Quail Run	01/27/21	2	15	8715	12
Heritage Drive	01/28/21	3	15	38985	10	British Court	01/27/21	2	15	8715	12
Noble Plaza #1	01/28/21	2.8	15	9750	10	Tyler Street	01/27/21	2	15	78030	60
Noble Plaza #2	01/28/21	2.6	15	9750	10	Yelverton Road	01/27/21	1.5	15	63720	40
Pinecrest Street	01/28/21	3.2	15	19500	10	Ava Gardner	01/27/21	2	15	63720	40
S. Sussex Drive	01/28/21	3.4	15	31860	10	Waddell Drive	01/28/21	2	15	7965	10
Elm Drive	01/28/21	3.2	15	9750	10	Henly Place	01/28/21	2	15	8715	12
						Birch Street	01/28/21	2	15	34890	12
						Pine Street	01/28/21	2	15	38985	15
Coor Farm Supply	01/28/21	2.6	15	7965	10	Oak Drive	01/28/21	2	15	37695	14
Old Goldsboro Rd,	01/28/21	3	15	7965	10	Cedar Drive	01/28/21	2	15	31860	10
Hilicrest Drive	01/27/21	3.5	15	31860	10	Aspen Drive	01/28/21	2	15	34890	12
Eason Street	01/27/21	3.5	15	38985	40	Furlonge Street	01/28/21	2	15	34890	12
Magnolia circle	01/27/21	2	15	78030	40	Golden Corral	01/28/21	3	15	40290	16
Rainbow Drive	01/27/21	2	15	19500	60	Holland Drive	01/28/21	1.5	15	9750	15
Rainbow Circle	01/27/21	2	15	19500	60	Davis Street	01/28/21	3	15	34890	12
Moonbeam Circle	01/27/21	2	15	19500	60	Caroline Ave.	01/28/21	2	15	31860	10
Ray Drive	01/27/21	3.5	15	15930	60	Johnston Street	01/28/21	3	15	38985	15
Will Drive	01/27/21	3.5	15	63720	40	Ryans	01/28/21	3	90	9750	15
Michael Lane	01/27/21	3.5	15	63720	40						
Ward Street	01/27/21	3	15	15930	40						

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