



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, July 6, 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 JULY 6, 2021
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations:

- 1. Recognition of Retiring Fire Chief John Blanton’s 30+ years of service to the Town of Smithfield**
(Mayor – M. Andy Moore) See attached information.....1
- 2. Recognition of Community Garden Volunteers**
(Mayor – M. Andy Moore)
- 3. 2020 Police Department Officer of the Year Award**
(Chief of Police – R. Keith Powell) See attached information.....3
- 4. Administering the Oath of Office to newly promoted Police Sergeant Sean Cook**
(Mayor – M. Andy Moore) See attached information.....5
- 5. Administering the Oath of Office to new Police Officer Jennifer LeCrone**
(Mayor – M. Andy Moore) See attached information.....7

Public Hearing: None

Citizens Comments

Consent Agenda Items:

- 1. Approval of Minutes:**
 - a. May 3, 2021 – Budget Session
 - b. May 6, 2021 – Budget Session
 - c. May 20, 2021 – Budget Session
 - d. May 25, 2021 – Budget Session

e. June 1, 2021 – Regular Meeting
f. June 24, 2021 – Recessed Meeting.....9

2. Special Event: River Rat Regatta – The Parks and Recreation Department is seeking approval to hold the annual cardboard boat race on August 14, 2021 from 4:00 pm until 10:00 pm at the Neuse River boat ramp. The request includes the closure of Front Street and the use of amplified sound. Staff is also requesting that this event be approved as an annual event.
(Planning Director – Stephen Wensman) See attached information.....39

3. Special Event: Youth Jubilee Service – True Vine Apostolic Ministries is requesting approval to hold a youth service on July 17, 2021 at 720 Second Avenue from 10:00 am until 2:00 pm. This request includes the closure of Second Avenue and the use of amplified sound.
(Planning Director – Stephen Wensman) See attached information.....43

4. Consideration and request for approval to promote a Public Works employee to the position of Sanitation Crew Leader
(Public Works Director – Lawrence Davis) See attached information.....47

5. Consideration and request for approval to promote the IT Specialist to the position of Technology (IT) Director
(HR Director/ PIO – Tim Kerigan) See attached information.....49

6. Consideration and request for approval to adopt Resolution No. 681 (09-2021) authorizing the Police Department to apply for the second year of funding from the NC Governor’s Highway Safety Program
(Chief of Police – R. Keith Powell) See attached information.....51

7. Consideration and request for approval to adopt Resolution No. 682 (10-2021) accepting the American Rescue Plan Funds
(Town Manager – Michael Scott) See attached information.....63

8. New Hire Report
(HR Director/ PIO – Tim Kerigan) See attached information.....71

Business Items:

1. Consideration and request for approval to submit an Economic Development Administration (EDA) grant application
(Town Manager – Michael Scott & Skip Green) See attached information.....73

2. Update on the Community Development Block Grant (CDBG) Housing Revitalization Grant
Town Manager – Michael Scott & Skip Green) See attached information.....75

3. Annexation Request (ANX-12-01): - ASP Smithfield LLC/SST Properties (Samet Properties) submitted a petition to voluntarily annex 193.027 acres into the Town of Smithfield. Also included, adoption of Resolution No. 683 (11-2021)
(Planning Director – Stephen Wensman) See attached information.....77

4. Consideration and request for approval to adopt Resolution No. 684 (12-2021) accepting the NCDEQ Clean Water State Revolving Fund Asset Inventory and Assessment grant
(Public Utilities Director – Ted Credle) See attached information.....89

5. Bid Award in the amount of \$1,573,340.00 to Sandy’s Hauling and Backhoe for the construction of the Phase 2 Durwood Stephenson Water Line
(Public Utilities Director – Ted Credle) See attached information.....97

6. Discussion concerning the 2021 Election
(Town Manager – Michael Scott) See attached information.....119

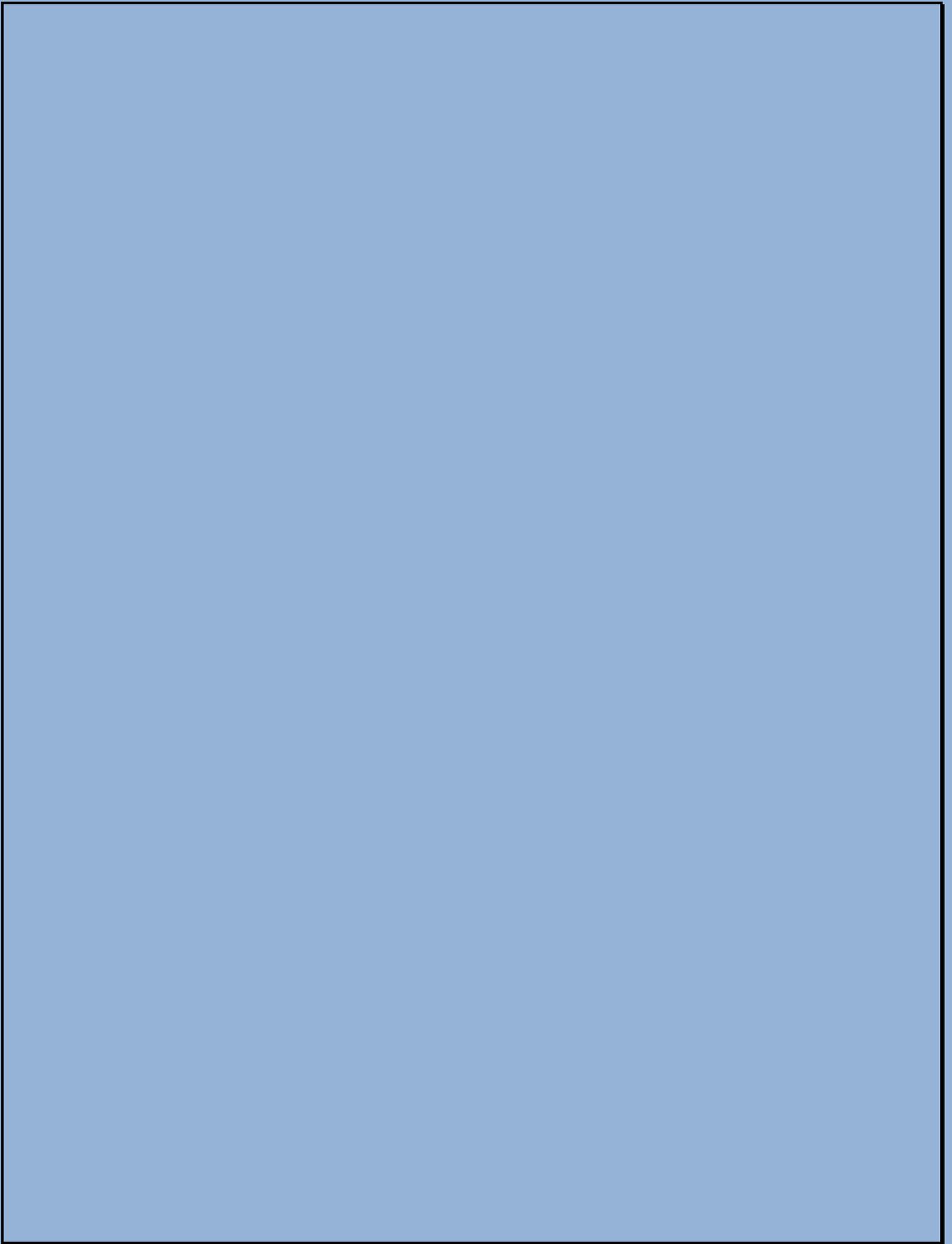
Councilmember’s Comments

Town Manager’s Report

- Financial Report (See attached information).....127
- Department Reports (See attached information).....131
- Manager’s Report (Will be provided at the meeting)

Adjourn

Presentations



PROCLAMATION
*In Honor of Fire Chief John M. Blanton Jr.'s
30+ Years of Dedicated Service
to the Town of Smithfield*

WHEREAS, John M. Blanton, Jr. has been a dedicated employee of the Town of Smithfield for over 30 years; and

WHEREAS, John M. Blanton, Jr. retired on June 1, 2021 with 30 years and 9 months of full-time service with the Smithfield Fire Department; and

WHEREAS, during his career, John M. Blanton, Jr. has risen through the ranks as a Fire Engineer, Lieutenant and Captain; and

WHEREAS, in February of 2016, John M. Blanton, Jr., was promoted to serve as the Fire Chief. A position he held until his retirement; and

WHEREAS, John M. Blanton, Jr.'s years of service have been marked with professionalism, dedication and service to the citizens of Smithfield; and

WHEREAS, John M. Blanton, Jr. 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 John M. Blanton, Jr. 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.

M. Andy Moore, Mayor



Request for Town Council Action

Presentations: Police
Dept.
Officer of
The Year
Date: 07/06/2021

Subject: Officer of The Year Presentation
Department: Police Department
Presented by: Chief of Police – R. Keith Powell
Presentation: Presentations

Issue Statement

Patrol Officer Michael Jernigan has received Officer of the Year for 2020. Officer Jernigan was elected to receive this award by other officers and supervisors. Officer Jernigan has been with the department for 4 years. Officer Jernigan has worked for the Patrol Division and is currently working as a Departmental k-9 Handler.

Financial Impact

None

Action Needed

Presentation of Officer of The Year

Recommendation

Chief of Police to present Officer Michael Jernigan with the Officer of The Year award

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

**Presentations
Police
Dept.
Officer
of The
Year**

Officer Jernigan has received the Officer of the Year award for 2020. Officer Jernigan joins several other members of the Smithfield Police Department that have received this specific recognition. Members of the department nominate officers for this award. Once nominated, the Team Commanders vote based on the nominations on who will receive this award and it is presented to the Chief for final approval.

Officer Jernigan has been with the Smithfield Police Department for 4 years. Prior to working for Smithfield, he worked as a Military Police officer for 10 years. He has worked in the Patrol Division, and now serves as a K-9 Handler. Officer Jernigan is always willing to go above and beyond in the performance of his duties. He is an asset to the Department and the Town. Please join me at this time in congratulating Officer Jernigan on his award.



Request for Town Council Action

Presentation: Police
Promotion
Oath of
Office
Date: 07/06/2021

Subject: Promotion
Department: Police Department
Presented by: Chief of Police – R. Keith Powell
Presentation: Presentations

Issue Statement

The Police Department has recently promoted Officer S.L. Cook to the Position of Sergeant and has been assigned to A Squad. Sergeant Cook has been with the Smithfield Police Department for 9 years. He has held the rank of Patrol Officer, Field Training officer, School Resource officer and assisted in the Narcotics Division for the department.

Financial Impact

Sergeant Cook's promotion and increase in salary was approved by Council at the May 4, 2021 Town Council meeting.

Action Needed

Administer the Oath of Office to Sergeant Cook

Recommendation

Administer the Oath of Office to Sergeant Cook

Approved: Town Manager Town Attorney

Attachments:

1. Oath of Office



Staff Report

Presentation: Police Promotion Oath of Office

OATH OF OFFICE SMITHFIELD POLICE DEPARTMENT

"I, Sean L. Cook , 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 Police Sergeant 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

Presentations: Police Oath
of Office
Date: 07/06/2021

Subject: Police Oath of Office
Department: Police Department
Presented by: Chief of Police - R. Keith Powell
Presentation: Presentations

Issue Statement

The Police Department has hired a new officer to fill an existing vacancy within the Police Department. Jennifer Renee LeCrone was hired to fill this position. Officer LeCrone has been assigned to the Patrol Division to fill one of the vacant slots. Officer LeCrone has prior Law Enforcement experience with Goldsboro Police Department.

Financial Impact

Salary will be covered by current budget.

Action Needed

Administer the Oath of Office to Jennifer LeCrone and welcome her to the Smithfield Community.

Recommendation

Administer the Oath of Office to Jennifer LeCrone and welcome her to the Smithfield Community.

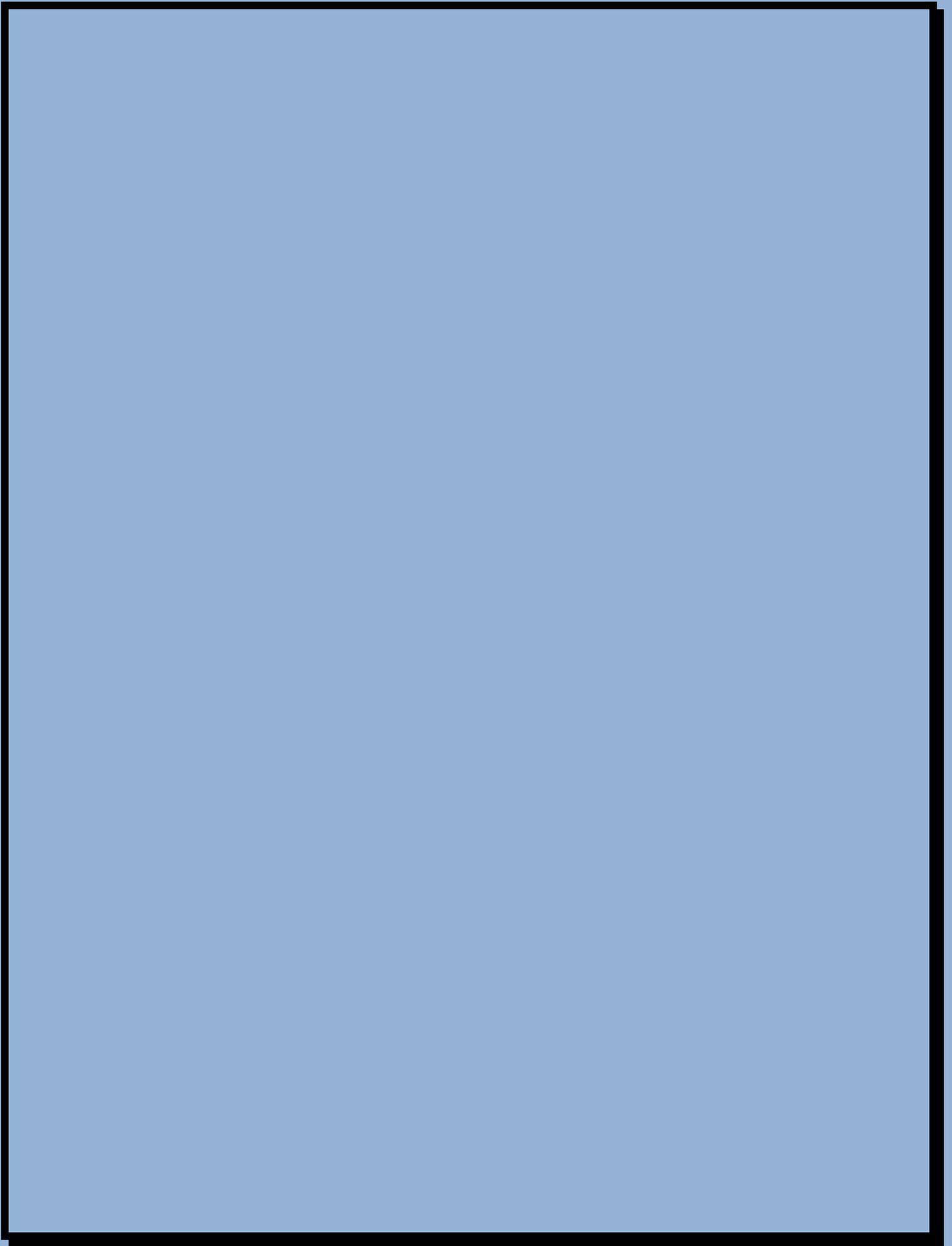
Approved: Town Manager Town Attorney

Attachments:

1. Oath of Office

Consent

Agenda Items



The Smithfield Town Council reconvened its April 27, 2021 meeting on Monday, May 3, 2021 at 6:30 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

John Dunn, Mayor Pro-Tem

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

Reconvene: April 27th Meeting

Mayor Moore reconvened the meeting at 6:30 pm

1. General Fund

a. Pedestrian Planning Committee

Planning Director Stephen Wensman explained the PED plan had been accepted and a committee was being formed. Staff needed Council representation on this board. Councilman Barbour agreed to serve on this committee.

Staff received a call from Mike Brown about an NCDOT Study on how to deal with congested main streets.

b. Police

Chief of Police R. Keith Powell highlighted the Police Department's FY 2021-2022 budget which included the following:

- Training and Education – 36% increase in this line due to CALEA reaccreditation travel
- Utilities – 13% increase in this line due to the expansion of the Police Department
- Service Contracts – 38% increase in this line due to using TJCOG for assistance with officer recruitment.
- Capital Outlay
 - 5 patrol vehicles and equipment
 - In car camera system
 - 5 additional radars for new cars
- Not included in this budget
 - 3 additional vehicles
 - body cameras

There was some general discussion about the need for and the cost of body cameras. It was the consensus of the Council that body cameras are not needed at this time, but staff should begin planning for it in the future.

Councilman Scott questioned if officers were taking advantage of the take home car

program. Chief Powell responded that 5 officers are currently a part of the take home car program as they reside within the Town limits.

Councilman Lee questioned when the Community Police Officer would be hired. Chief Powell responded that he would fill that position once more officers are hired.

c. Fire Department

Fire Chief John Blanton highlighted the Fire Department's FY 2021-2022 budget which included the following:

- Salaries - 2% reduction in this line due to retirements and resignation. He explained that it was a struggle to find qualified firefighters.
- Volunteer Firemen – Councilman Barbour questioned if the policy had been changed to allow people from outside of Town to be volunteers. Chief Blanton responded that with the change in policy, it allows the Department to use firefighters throughout the County. Out of sixteen volunteers, eleven are from outside the district.
- EMS/Medical Service calls – Councilman Barbour stated that the County was responsible for EMS calls, but Smithfield's first responder also respond to those calls. He suggested using part-time employees and SUVs to answer those calls. By doing this, it would free up fire personnel to respond to calls other than medical calls and it would reduce the cost of running an engine to an EMS call.
- Not included in this budget
 - Rescue truck
 - 6 additional firefighters
 - Part-time equivalent firefighter positions working at a total of 6240 hours annually.

d. Public Works

a. General Maintenance

Public Works Superintendent Lawrence Davis explained that most of the General Maintenance's budget was basically status quo from last year.

- Capital Outlay
 - New HVAC unit for the Public Works Building
 - Utility trailer
 - Compact tractor for cemetery use
 - Replacement of a dump truck

b. Streets

Public Works Superintendent Lawrence Davis highlighted the Street Department's FY 2021-2022 budget which included the following:

- Equipment Maintenance and Repairs – 43% increase in line due to maintenance of aging equipment
- Vehicle Supplies and Maintenance – 87% increase in this line due to maintenance of aging vehicles.
- Capital Outlay
 - Tractor Mower with enclosed cab
 - Utility Trailer

c. Garage

Public Works Superintendent Lawrence Davis highlighted the Garage's FY 2021-2022 budget which included the following:

- Salaries – 51% increase in this line for the hiring of a part-time employee. Mr. Davis explained he had originally requested one additional full-time employee. Councilman Wood stated he was unsure if a part-time mechanic could be hired. He suggested hiring another full-time employee.
- Capital Outlay
 - Front Garage door replacement
 - 2 chain hook lifts
 - Hot pressure washer

d. Powell Bill

Public Works Superintendent Lawrence Davis explained that the Powell Bill budget was based on an estimate of Powell Bill funds received from the State.

Recess

Councilman Barbour made a motion, seconded by Councilman Stevens, to adjourn the meeting. The meeting adjourned at approximately 8:56 pm.

ATTEST:

Shannan L. Parrish, Town Clerk

M. Andy Moore, Mayor

The Smithfield Town Council reconvened its May 4, 2021 meeting on Thursday, May 6, 2021 at 6:30 pm in the Fire Station Training Room, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Travis Scott, District 3

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

Reconvene: May 4th Meeting

Mayor Moore reconvened the meeting at 6:30 pm

1. General Fund

a. Public Works

i. Powell Bill

Public Works Superintendent Lawrence Davis explained the Powell Bill budget was essentially status quo from last year.

Town Manager Michael Scott informed the Council that last year the State decreased the amount of Powell Bill Funds. He was unsure if funds would be restored to their previous level in the coming fiscal year.

Councilman Scott stated he would like to increase funding so more streets could be resurfaced.

Councilman Barbour requested that speed humps be installed on Whitley Drive as a test case for thru roads that lead to connector roads. The Town Manager responded that some communities have a traffic committee comprised of staff and citizens to evaluate traffic concerns throughout the Town.

ii. Sanitation

Public Works Superintendent Lawrence Davis highlighted the Sanitation Department's FY 2021-2022 budget which included the following:

- Salaries – 2 new Equipment Operators were being proposed in this budget. The Town Manager explained two employees from the Appearance Division were being utilized primarily in the Sanitation Department. Hiring 2 equipment operators would allow the Appearance Division employees to return to their Appearance duties. He further explained that in order to fund these positions, rates would have to increase. The proposed increase would be \$1.00 to all the solid waste collection fees. Currently, fees are not covering the operating cost of the sanitation department. Even with the proposed fee increase, it still would not cover the total operational budget of the department. Sanitation rates have not increased since FY 2010-2011 which was caused by Johnston County increasing its tipping fees.
- Recycling Center Hours of Operation - Superintendent Lawrence Davis informed the Council that there was an increase in debris being dropped off at the recycling center,

often times by people who do not reside in Smithfield. He suggested changing the hours of operation to Saturday, when it can be monitored by a staff member.

- South Smithfield alleyway trash collection – Town Manager Michael Scott informed the Town Council that staff has temporarily suspended trash collection from the alleyway. Residents in the area are now being asked to take their trash receptacles to the street like other residents, unless they opt for backyard pick up. He explained it was becoming too hazardous for employees and damaging the equipment. The alleyway was in need of major repairs to make it safe for travel. Since it was not a Town maintained street, Powell Bill funds cannot be used to repair the alleyway. It was suggested that trash collection from alleyways be permanently cancelled.

It was the consensus of Council to modify the hours of operation for the recycling center to Saturday. It was also the consensus of Council to cancel all alleyway trash collection.

- Equipment Maintenance and Repair – 39% increase in this line due to additional tarping system for the knuckleboom.
- Vehicle Supplies/ Maintenance – 33% increase in this line due to the need to outsource the diesel mechanic work that potentially would be needed. Councilman Wood questioned if there was an opportunity for training the garage mechanic on how to repair diesel engines. Mr. Davis responded there would be more educational opportunities for everyone in Public Works. Councilman Wood expressed concerns on the proposed hiring of a part-time garage mechanic and suggested the Council consider hiring another full-time mechanic.
- Supplies/Operation – 24% increase in this line due to the increased cost of roll out containers.
- Capital Outlay
 - Replacement of a 14-year-old knuckleboom truck
 - Replacement of roll out containers.Superintendent Lawrence Davis explained that vehicles will be placed on a 5-year replacement plan. Vehicles being replaced would be surplus.

b. Parks and Recreation

Parks and Recreation Director Gary Johnson highlighted the Parks and Recreation's FY 2021-2022 budget which included the following:

- Utilities – 19% increase in this line due to increase in water at the splash pad.
- Recreation Special Projects - \$11,000 increase in this line due to continuing the Veteran's Day Celebration
- Capital Outlay
 - 2 Pick-Up trucks to replace a 2003 model and a 2006 model
 - Amphitheater stage upgrades
 - Park and recreation Master Plan

Councilman Barbour questioned the amphitheater repairs. Mr. Johnson responded the stage and drainage would be repaired. Councilman Barbour further stated the amphitheater was important to the downtown and should be the highest priority.

Councilman Barbour stated he noticed the following park needs: the Gertrude B. Johnson Park needed a fence, a sign should be placed on the Highway 210 new park site, an electronic sign at the SRAC was needed, the corner of Hospital Road and Brightleaf Boulevard would be a great location for a small park, Bob Wallace Kiddie Park and the Boat ramp parking lot both needed to be paved and WIFI was needed in the area.

Councilman Lee stated there were drainage issues at Smith Collins Park that still needed

to be addressed. He further stated that the Splash Pad was too small.

Town Manager Michael Scott informed the Council that staff estimated \$27,000 would be needed to repair the riverfront breach. He stated this could be done now using contingency funds.

Councilman Barbour made a motion, seconded by Councilman Wood, to authorize the Town Manager to use contingency funds in the amount not to exceed \$30,000 to repair the riverfront. Councilman Barbour, Councilman Wood, Mayor Pro-Tem Dunn, Councilman Stevens, and Councilman Rabil voted in favor of the motion. Councilman Lee voted against the motion. Motion passed 5 to 1.

c. Aquatics

Parks and Recreation Director Gary Johnson informed the Council that the Aquatics FY 2021-2022 budget remained status quo from the previous year. He reviewed the proposed capital outlay needs.

- Capital Outlay
 - Replacement of the pool timing system
 - Replacement of the pool deck drain cover replacement
 - ½ pool chemical control feeder. The other half of the cost will be paid by Johnston County Schools
 - WIFI access points

d. Sarah Yard Community Center (SYCC)

Parks and Recreation Director Gary Johnson informed the Council that the SYCC FY 2021-2022 budget remained status quo from the previous year. He reviewed the proposed capital outlay needs.

- Capital Outlay
 - Interior improvements to the building

Nonprofit Request

Town Manager Michael Scott informed the members of the Council that he received a request from Shiloh Church to assist with roof repairs. He explained to the Council that this request like the Chamber's request was not a legal expense for Town to make. He stated he would not be including funding for either organization in the proposed budget.

Recess

Councilman Barbour made a motion, seconded by Councilman Wood to recess the meeting to Thursday, May 20, 2021 at 6:30 pm. The meeting recessed at approximately 8:52 pm.

ATTEST:

M. Andy Moore, Mayor

Shannan L. Parrish, Town Clerk

The Smithfield Town Council reconvened its May 6, 2021 meeting on Thursday, May 20, 2021 at 6:30 pm in the Council Chambers of the Smithfield Town Hall, Mayor Pro-Tem Dunn presided until Mayor Moore arrived at 7:06 pm.

Councilmen Present:

John Dunn, Mayor Pro-Tem
Marlon Lee, District 1 (Arrive at 7:03 PM)
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 Director
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources/PIO
R. Keith Powell, Chief of Police
Greg Siler, Finance Director
Stephen Wensman, Planning Director

Administrative Staff Absent

Shannan Parrish, Town Clerk

Reconvene: May 6th Meeting

Mayor Pro-Tem Dunn reconvened the meeting at 6:35 pm

Special Events

The Town Manager requested the Council consider approving permits for two special events. The first was a change in schedule for the Piano Festival at the Amphitheater. The reschedule date is June 25th using the same times. The change was requested because of a conflict with the DSDC Third Streatery event scheduled for the same night.

Councilman Barbour made a motion, seconded by Councilman Wood, to approve the schedule change. Unanimously approved.

The Town Manager explained the second event was a wedding event at 1418 Buffalo Road on May 22nd from 4:30 pm to 10:00 pm with amplified sound/DJ.

Councilman Barbour made a motion, seconded by Councilman Wood, to approve the event. Unanimously approved.

Budget Discussion

Fee Schedule

Budget discussions began with a review of the Fee Schedule recommendations. Sanitation fees were discussed. Councilman Barbour suggested the backyard collection fees for non-elderly/handicapped be raised to \$22.24/month. Consensus of the Council approved the change.

Councilman Scott questioned the residential Time of Use rates, specifically the Basic and Demand Charges. Utility Director Ted Credle was asked to review the rates with UFS to be certain they reflect the UFS recommendations.

Councilman Scott also suggested a special electric rate for churches be discussed. He acknowledged this may need to occur post July 1, but he asked UFS evaluate the possibility.

Councilman Scott and Mayor Pro Tem Dunn questioned the removal of the LG1 Electric Rate in the Fee Schedule. Ted Credle stated there was not a business using the rate, so he requested it be removed. After

discussion, the consensus of the Council was to leave the rate and narrative unchanged in case a new user moved into Smithfield that would require the rate.

Load Management Program

Councilman Scott discussed the \$50,000 in Electric Department Capital Outlay for Battery Analysis. He voiced concern over the Town not doing more to encourage residential load management. He asked the Council to move the \$50,000 from Electric Capital Outlay into the Electric Capital project Fund for Load Management. A consensus of the Council agreed.

Meter Reading Contract

Councilman Scott discussed the Meter Reading Contract and how the installation of AMI Meters would impact this. Ted Credle advised the electric AMI Meters should be able to be read at Town Hall by calendar year end, therefore eliminating these meters from being read manually. Councilman Scot asked the Manager to provide a monthly update to the Council regarding the progress of digital electric meter reads, as well as progress made toward an increase in load management initiatives for the Town's customers.

Occupancy Tax Funds

Donna Bailey Taylor (DBT) for Johnston County Tourism attended the meeting and provided a brief overview of funds available for the Town's use and permissible uses for the money. DBT estimated that \$392,000 were currently available for the Town to use. She also explained how this money is generated using 2% of occupancy tax proceeds from Smithfield hotels and motels. Council asked questions as to permissible uses. DBT explained the following uses were most likely permissible:

- Drone Program at Johnson Park
- Additional fencing at Johnson Park
- Riverbank Refurbishment along Greenway
- Create Civic Center
- Create Soccer Complex at Highway 210 site

Additional discussion took place regarding adding amenities or upgrading current facilities. Council elected to wait until new master plan is created in FY 2022 to make these determinations.

Gary Johnson from Parks and Recreation explained how the new splashpad in East Smithfield could be increased in size.

Gary Johnson also discussed some additional ideas for fall and winter basketball camps, both for youth and adults.

Once plans are completed, Gary Johnson will provide a report to the Manager.

Gary Johnson stated that he is getting with Bill Dreizler regarding the drainage ditch behind Smith Collins Park and will provide a report in the next couple of weeks.

Councilman Wood requested an additional \$1,000 to SSS High School in the Non-Departmental Budget. Consensus of the Council agreed. Additional funds for the DSDC request were discussed. Council elected not to increase the current budgeted amount.

Recess

Councilman Barbour made a motion, seconded by Councilman Stevens, to recess the meeting to Tuesday May 25, 2021 at 6:30 pm. The meeting recessed at approximately 8:50 pm.

Attest

Shannan L. Parrish, Town Clerk

M. Andy Moore, Mayor

The Smithfield Town Council reconvened its May 20, 2021 meeting on Tuesday, May 25, 2021 at 6:30 pm 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
Lawrence Davis, Public Works Superintendent
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources/PIO
R. Keith Powell, Chief of Police
Greg Siler, Finance Director
Stephen Wensman, Planning Director

Administrative Staff Absent

Ted Credle, Public Utilities Director
Shannan Parrish, Town Clerk

Reconvene: May 20th Meeting

Mayor Moore reconvened the meeting at 6:35 pm

Budget Discussion

Fire Department – Part-Time Staff

Chief Blanton provided challenge coins to the Mayor and Council. He also explained a parting message, as this was his last official meeting with the Council prior to his retirement. Councilmembers, the Mayor and Manager thanked him for his service.

Chief Blanton passed out a cost/benefit analysis regarding the hiring of part time fire fighters for EMS, as opposed to using full-time fire fighters and a full-size fire engine for response. Chief Blanton estimated a net cost of \$101,298 as the annual cost of the part-time EMS staff.

Mayor Pro Tem Dunn explained that the volume of these service calls were only going to increase in time, so this issue needed to be kept on everyone's mind.

Councilman Steven's asked the Manager how the Town might fund the additional manpower costs. The Manager stated that there existed an additional \$30,000 in contingency, above and beyond normal funding and an additional \$12,000 in Public Works General Services, Salary line as the result of Lawrence Davis salary being less than the previous Director, Lenny Branch. After that there still over \$60,000 in CARES reimbursement for police and fire salaries that could be used, but the Manager cautioned against using a one-time revenue source to pay for on-going expenditures.

Chief Blanton recommended to the Council that an outside assessment group be paid to come in and complete a futures fire needs study for the Town.

Mayor asked we note these issues and come back to them after discussing other agenda items.

Councilman Scott stated he agreed but he hoped if the part-time positions were funded that the part-time employees would be allowed to comingle with the full-time staff and rotate positions with them.

Police Department – Body Cameras

The Manager discussed the Federal House Bill, H.B. 1280. This Bill had already passed the House and was in the Senate, though no action was yet taken. This Bill include police reform measures and includes funding for local government to purchase and maintain body cameras and data for two years. The Manager asked the Council to forgo further discussion until this Bill works its way through the Federal

Legislature to ascertain if funding may become available for body camera purchases. The Council agreed.

Stormwater

The Manager requested that all storm water discussions take place after budget adoption, as the Federal American Rescue Plan funds will then be available and are an accepted use for storm water infrastructure. The Council agreed.

Public Works Garage – Part Time Mechanic Position

Councilman Wood discussed the hiring of a part-time mechanic, as opposed to a full-time mechanic for public works. The Manager was asked what the additional cost would be. He estimated the cost at \$36,900.

The Manager suggested the Public Works Department be allowed to try to hire an additional part-time mechanic for the first six months of the year. If this is unsuccessful, then the money can be used for a full-time position later in the fiscal year. Councilman Wood was concerned because of the cost of outsourcing mechanical work if the Town experiences another vacancy. Councilman Barbour asked the Council move on and discuss at the end of the workshop.

Employee salaries and Benefits

Salaries and Benefits for employees were discussed. The Manager explained the 7% increase in healthcare costs and the state mandated increase in pension costs. The Manager explained that a 2.5% salary adjustment was included in the budget to be implemented around July 1st. Council discussed the possibility of merit increases and dates for salary increase implementation. Councilman Scott stated he preferred a blended salary adjustment system similar to what the County does where an across-the-board salary increase was provided, as well as a smaller merit increase for those employees who earned it.

Mayor Pro-Tem Dunn asked that the Council consider leaving the 2.5% increase as exists in the budget for FY 2022 and place staff on notice that a blended system will be in place for FY 2023. The Manager was asked to include a blended salary increase in FY 2023 along the lines of a 2.5% across the board adjustment and a 1.5 % merit increase.

Asphalt Speed Bumps

Asphalt speed bumps were then discussed. The Mayor cautioned the Council that many requests for speed humps would likely be made following any implementation of them.

Lawrence Davis of Public Works stated that his research showed, that many communities, with Durham being an example, required all members of an effected neighborhood/community would have to petition the Council for the Speed Humps and then the neighbors would pay for them, either up front or through an assessment.

Chief Powell advised that his department was in the process of acquiring a speed measurement/recording device that could be used to evaluate the need for the speed humps or increased enforcement.

The Manager indicated that he felt that one street could be done within the existing budget, if the Council wanted to experiment with them

Councilman Barbour indicated that he would recommend using the new speed recording device first to ascertain the need for the humps. If warranted, the Council could discuss at a future meeting.

Debt Service – EMS Building

The Manager asked for permission to use existing General Fund, Fund Balance to pay off the existing debt on the EMS Building. The estimated pay-off was \$103,000. This would net a savings of \$38,000 in interest if the loan was allowed to continue to fruition. Greg Siler, the Finance Director, supported the paying off of the loan.

Councilman Barbour made a motion, seconded by Councilman Wood, to use fund balance to pay off the existing EMS Building Loan. Unanimously approved

The Council then revisited the issues that were temporarily tabled. Consensus decisions included the following:

- Leave the part-time mechanic request as in, in the proposed budget. Come back to Council during the budget year if the position needs to be full-time.
- Move \$42,000 into the part-time salary line item for the fire department to begin the requested EMS program These funds would be moved from PW General Services/Salary Line and General Fund Contingency. The Manager suggested that the Finance Department track expenditures in other departments through FY 2022 and be allowed to move funds between department to pay for the full year of part-time EMS services. The Council agreed to this via consensus.

The Council discussed recessing the June 1st meeting to June 24th at 7:00 pm to approve year end budget amendments.

Adjourn

Councilman Scott made a motion, seconded by Councilman Stevens, to adjourn the meeting. The meeting adjourned at approximately 8:55 pm.

ATTEST:

Shannan L. Parrish, Town Clerk

M. Andy Moore, Mayor

The Smithfield Town Council met in regular session on Tuesday, June 1, 2021 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

Marlon Lee, District 1
Travis Scott, District 3
Dr. David Barbour, District 4
Stephen Rabil, At-Large

Councilmen Absent

John Dunn, Mayor Pro-Tem
David Stevens, District 2
Roger Wood, At-Large

Administrative Staff Present

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

Also Present

Bob Spence, Town Attorney

Administrative Staff Absent

CALL TO ORDER

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

INVOCATION

The invocation was given by Councilman Scott followed by the Pledge of Allegiance led by Will Johnston of Boy Scout Troop 124

APPROVAL OF AGENDA:

Councilman Barbour made a motion, seconded by Councilman Rabil, to approve the agenda with the following amendment:

Move Business Item 1: Consideration and request for approval to promote the Public Works Superintendent to Public Works Director to Consent Agenda Item 9.

Unanimously approved.

PRESENTATIONS:

1. Recognition of Boy Scout Troop 124 for their assistance during the recent shred event

Mayor Moor recognized members of Boy Scout Troop 124 and their leaders for assistance during the recent shred event sponsored by the Town of Smithfield, the Local Government Federal Credit Union, and Johnston County Register of Deeds Craig Olive. Mayor Moore stated this event was a tremendous success which would have not been possible without the participation of Boy Scout Troop 124.

2. Utility Customer Smart Portal

Public Utilities Director Ted Credle informed the Council that beginning July 6th, the Public Utilities Department will launch the Customer Smart Portal. He explained this was a free service that will allow utility customers to track their electric and water usage. In the beginning, only electric usage will be available with water usage being added later. Customers will also be able to set alerts for thresholds on usage limits, billing limits and consumption limits. The customer portal will empower the customer enabling them to make clear decisions about their utility usage.

Councilman Scott requested that staff create a video to assist customers with navigation of the customer portal.

Councilman Barbour questioned the cost. Mr. Credle responded he believed it was approximately \$5,000. Councilman Barbour further questioned if the cost was passed on to the customer. Mr. Credle responded that the cost was not passed on to the customer.

PUBLIC HEARINGS:

Town Clerk Shannan Parrish administered affirmations to those that wished to offer testimony during the Public Hearing.

- 1. Special Use Permit Request: Saint Ann Catholic Church (SUP-21-04):** The applicant is seeking a special use permit to allow for an outdoor columbaria on a 15.2 acre tract of land located within the B-3 (Highway Entrance Business) and R-20A (Residential-Agricultural) zoning districts. The property considered for approval is located on the west side US Highway 70 Business West approximately 2,100 feet north of its intersection with Cloverdale Drive and further identified as Johnston County Tax ID# 17Q99003.

Councilman Scott made a motion, seconded by Councilman Barbour, to open the public hearing. Unanimously approved.

Planning Director Stephen Wensman testified TerraEden was the applicant making the special use permit request on behalf of Saint Ann's Catholic Church. The request for special use permit was to allow construction of a 4,000 niche columbaria located on the church property (4057 US Highway 70). Columbaria in the B-3 zoning district require a special use permit if more than 200 are to be constructed. Mr. Wensman explained the first phase of the project would be constructed between the church and the parking lot. The second phase of the project would be constructed between the church and the chapel addition.

Mr. Wensman testified the Town recently adopted regulations for columbaria and had been aware of St. Ann's planned columbaria project. After their adoption, the regulations were amended to improve the regulations and included some accommodations for this application. Mr. Wensman explained the first phase would be comprised of 1460 niches located between the parking lot and the church. The site is organized with the columbaria arranged in a cross shaped wall, surrounded by 4 ornamental trees and more columbaria in a circle arrangement around the cross with paving and benches. The columbaria are identified as being 5'-6" tall on the plans. The approach to the columbaria is a walkway passing through an 8'-6" tall memorial plaque wall and scripture wall with a statue and fountain. Phase two would be comprised of 2,540 niches located between the church and the chapel addition, visible from US 70 Business West. The site is organized with single sided columbaria walls that form the edge of the columbaria site and create a wall or barrier from US 70 Business West. Within the walls are three linear columbaria walls within a plaza with trees and benches. The columbaria are identified as being 5'-6" tall on the plans, consistent with Phase 1.

Mr. Wensman testified to the following: there would be adequate access for maintenance, the columbaria would be accessible for the parking lot, Saint Ann's would create a perpetual care and maintenance trust fund in the amount of 15% of the sales price, the church has a clear title to the land, the proposed columbaria are shown as 5'-6" tall, less than the maximum allowed, setbacks will be adhered to the columbaria will be made on stone that complement the church, commemorative plaques will conform to the standards, and approval of the special use permit will allow the greater number of niches.

The Planning Department recommends approval of the SUP-21-04 based on the findings of fact for special use permits.

Mr. Wensman reviewed staff's opinion of the findings. They are as follows:

STAFF'S OPINION ON THE FINDINGS OF FACT

1. The proposed columbaria will not be detrimental to or endanger the public health, safety, or general welfare. The columbaria is well designed and integrated with the church campus.
2. The columbaria will have no impact on the surrounding area. The columbaria is complementary to the church.
3. All necessary facilities are present.
4. It will not.
5. There is adequate access for pedestrians and for future maintenance.
6. The columbaria is well integrated into the church campus and will have no impact on adjoining property.
7. The plan will be in harmony with the church.
8. The use will conform to applicable regulations.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the June 1, 2021 agenda packet.

Mayor Moore asked if there were any questions from Council.

Councilman Barbour asked for clarification on what the Council previously approved with the UDO amendment. Mr. Wensman responded that any columbaria with more than 200 niches required a Special Use Permit.

Councilman Barbour stated he believed there was some confusion on the number of niches St. Ann's church was originally requesting. Mr. Wensman responded that when the UDO was amended, St. Ann's had not finalized the overall design. That design included 1460 niches but plans for the entire project have been completed. Mr. Wensman stated this was a good location for the proposed columbaria project.

Mayor Moore asked the applicant if he agreed with the testimony provided by Mr. Wensman and if he had additional testimony to offer. Dena Penny of 1013 Quail Trail, Clayton, North Carolina a representative of the church and chair of the finance committee testified that he agreed with the testimony offered by Mr. Wensman.

Mr. Penny testified when the UDO was amended, the church did not know how large phase two of the project would be. The two phases would be over 4,000 niches, but in a parish of 7,000, it was needed. Also, there are no Catholic burial options in Johnston County. The church felt that the columbaria would be the most feasible and environmentally prudent option for the church. The columbaria are internal to the church's property. Also, by bringing the burial option on site, it will have a positive impact on traffic during funeral processions.

Mr. Wensman clarified that the UDO stated that 50% of the price of a niche would be placed in a trust fund for perpetual care. The UDO now read that it can be reduced to 15% which is what is being purposed by the church. Mr. Penny explained that at the completion of the project, \$2.4 million would be in the endowment fund for perpetual care. 15% of the sale price is consistent with the church in the Catholic Diocese of Raleigh is using throughout Eastern North Carolina.

Mayor Moore asked what type of assurance the Town would have that the endowment would be created for the perpetual care. Mr. Penny responded there was a foundation that supports the Catholic Diocese of Raleigh. That foundation invests the endowment funds for the Catholic Diocese. There is an agreement that outlines the rules and regulations of the endowment fund. The fund is restricted to be used no more than 4% of the balance in any given year and it is to be used strictly for maintenance, upkeep, and perpetual care for the columbaria. Mayor Moore asked that the Town be provided an annual statement of the endowment fund.

Councilman Scott questioned if the church decided to relocate, could the columbaria be moved. Mr. Penny responded that they could be moved if needed.

Mayor Moore asked if there was anyone in attendance who wished to speak on the matter. There was no one in attendance that wished to speak on the matter.

Councilman Scott made a motion, seconded by Councilman Rabil, to close the public hearing. Unanimously approved.

THE WRITTEN FINDING OF FACT

Councilman Scott made a motion, seconded by Councilman Lee, to approve the 8 findings of fact as stated below. Unanimously approved.

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

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

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

4.9.4.5.3. Adequate utilities, drainage, parking, or necessary facilities have been or are being provided.

4.9.4.5.4. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.

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

4.9.4.5.6. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property.

4.9.4.5.7. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.

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

RECORD OF DECISION

Councilman Rabil made a motion, seconded by Councilman Lee, that Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Special Use Permit Application # SUP-21-04 with the following condition:

1. That an annual statement of the trust account be provided to the Town of Smithfield.

Unanimously approved.

2. FY 2021-2022 Budget: In accordance with NCGS 159 -12 (b), before adopting the budget ordinance, the Town Council shall hold a public hearing at which time any persons who wish to be heard on the budget may appear before the board.

Councilman Barbour made a motion, seconded by Councilman Rabil, to open the public hearing. Unanimously approved.

Town Manager Michael Scott presented the 2021-2022 Budget to the Council.

The Town Manager explained the budget was balanced in all funds

\$15,198,658	General Fund
\$16,735,000	Electric Fund
\$ 9,390,930	Water/Sewer Fund

The Town Manager explained the tax rate would remain at \$.057. Some electric fees and charges were adjusted to meet the cost of service. Water fees and sewer fees remain unchanged; however, the Johnston County Board of Commissioners may approve a request to increase sewer fees. If the County approves those increases, staff will make a recommendation to the Council to increase the Town's fees in a similar amount. Some sanitation fees have been increased in this proposed budget. These increases will not pay for all of the operational costs of the department, but it will aid in getting it closer to being a self-funded service.

The Town Manager explained the budget included necessary capital expenditures in all three funds. Total capital expenditures are as follows:

\$ 1,358,000	General Fund
\$ 655,000	Electric Fund
\$ 1,765,000	Water Sewer Fund

The Town Manager explained the Town maintained employee medical benefits This budget provides for a salary adjustment equal to a 2.5% increase.

The Town Manager reviewed major capital expenditures from all three funds. He also reviewed personnel increases.

The Town Manager explained some future potential issues. He explained that COVID-19 appears to be getting under control. However, uncertainty remains as to how the pandemic will continue to influence employment and government revenues in the next fiscal year. Also, residential and economic growth has come to Smithfield. This will impact how government operates and the services being provided. We will continue to endeavor to maintain our hometown feel and our neighborly service levels.

Mayor Moore asked if there were any questions from Council.

Councilman Scott questioned if Johnston County Schools would be contributing to the capital outlay items for the SRAC. The Town Manager responded that the school system did contribute half the cost for some of the capital outlay items.

Mayor Moore asked if there was anyone in attendance who wished to speak on the matter.

Emma Gemmel of Hancock Street asked if the Town had some type of "rainy day" fund for water and/or sewer increases implemented by Johnston County so that all the cost would not be passed on to the customer. She stated that the Simple Twist parking lot and the Town Hall parking lot needed to be repaved and repaired.

Pam Lampe of North Second Street suggested that the Council consider separating the water and sewer distribution expenses for better accountability. She questioned that \$74,000 for amphitheater repairs. The Town Manager responded those was for repairs to the stage area and for drainage in

the area.

Councilman Barbour made a motion, seconded by Councilman Rabil, to close the public hearing. Unanimously approved.

Councilman Barbour made a motion, seconded by Councilman Rabil, to adopt the FY 2021-2022 Budget and Fee Schedule. Unanimously approved.

{Attached hereto by reference and made a part of these official minutes is the FY 2021-2022 Budget and Fee Schedule which is on file in the Office of the Town Clerk}

CITIZEN'S COMMENTS:

- Rodney Taylor of South First Street expressed his concerns about the Town's decision to stop trash pickup in the alleyway behind his house. He explained that it had always been the practice and he was unsure why the Town was no longer offering that service.
- Emma Gemmel of Hancock Street stated there has been repeated issues in her neighborhood with the removal of yard debris. She informed the Council that several times she has had to replace the grass where the knuckle boom removed part of it to remove the yard debris.

CONSENT AGENDA:

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

1. The following minutes were approved:
 - April 22, 2021 – Budget Session
 - April 26, 2021 – Budget Session
 - April 27, 2021 – Budget Session
 - May 4, 2021 – Regular Meeting
 - May 4, 2021 – Closed Session
 - May 10, 2021 – Special Session
2. Special Event: Concert – Compass Community Church gained approval to conduct concert at the Town Commons on Saturday, June 26, 2021 from 12:00 pm until 2:00 pm. Amplified sound was also approved with this request.
3. Promotion: Approval was granted to promote a Police Officer II to the rank of Master Police Officer.
4. The following Budget Amendments were approved:

<u>GENERAL FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
1. Expenditures			
10-60-6200-5700-7400 Parks and Rec. - Capital Outlay	196,570	30,000	226,570
10-00-9990-5300-0000 General Fund Contingency	<u>289,718</u>	<u>(30,000)</u>	<u>259,718</u>
	<u>\$ 486,288</u>	<u>\$ -</u>	<u>\$ 486,288</u>

To fund second riverbank refurbishment along greenway as approved at the May 6, 2021 Council Meeting

2. Revenue

10-10-3300-3307-0020 Grant - JC Visitors Bureau	<u>\$ -</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>
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Expenditures

10-60-5500-5300-3440 General Services - Appearance Commission	<u>\$</u> <u>23,625</u>	<u>\$</u> <u>15,000</u>	<u>\$</u> <u>38,625</u>
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To fund the reimbursement of boat ramp shelter with Johnston County Visitors Bureau Grant

3. Revenue

10-00-3990-3900-0000 Fund Balance Appropriation	<u>\$</u> <u>1,798,008</u>	<u>\$</u> <u>40,536</u>	<u>\$</u> <u>1,838,544</u>
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Expenditures

10-60-6240-5700-7400 SYCC - Capital Outlay	\$ 29,000	\$ 15,869	\$ 44,869
10-60-6200-5700-7400 Parks and Rec. - Capital Outlay	<u>\$</u> <u>226,570</u>	<u>\$</u> <u>24,667</u>	<u>\$</u> <u>251,237</u>
	<u>255,570</u>	<u>40,536</u>	<u>296,106</u>

To fund SYCC and Slash Pad paved parking as approved at the April 6, 2021 Council Meeting

4. Revenue

10-10-3300-3307-0020 Grant - JC Visitors Bureau	<u>\$</u> <u>15,000</u>	<u>\$</u> <u>7,500</u>	<u>\$</u> <u>22,500</u>
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Expenditures

10-60-6200-5700-7400 Parks and Rec. - Capital Outlay	<u>\$</u> <u>251,237</u>	<u>\$</u> <u>7,500</u>	<u>\$</u> <u>258,737</u>
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To fund Gertrude B. Johnson Memorial Park fence with Johnston County Visitors Bureau Grant

General Fund Capital Projects Fund

5. Revenue

46-10-3410-4900-4115 Visitors Bureau Wayfinding	<u>\$</u> <u>133,919</u>	<u>\$</u> <u>37,765</u>	<u>\$</u> <u>171,684</u>
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Expenditures

46-10-4900-5700-7400 Wayfinding	<u>\$</u> <u>262,550</u>	<u>\$</u> <u>37,765</u>	<u>\$</u> <u>300,315</u>
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To fund Phase III of Wayfinding Project as approved at the April 6, 2021 Council Meeting

5. Approval was granted to renew an agreement with the Smithfield Disable American Veterans Chapter 44 for the use of the Parks and Recreation building located at 1500 Buffalo Road

{Attached hereto and made a part of these official minutes is the DAV Agreement
Which is on file in the office of the Town Clerk}

6. The 2021-2023 Interlocal Agreement with Johnston County for Fire Service was approved.
{Attached hereto and made a part of these official minutes is the Interlocal Agreement
Which is on file in the office of the Town Clerk}

7. The following advisory board appointment was approved:

- Peggy Scott was reappointed to serve a third term on the Appearance Commission

8. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Facility Maintenance Specialist	IIP&R – Recreation	10-60-6200-5100-0200	\$14.45/hr. (\$30,056.00/yr.)
Firefighter I (2)	Fire	10-20-5300-5100-0200	\$16.76/hr. (\$36,603.84/yr.)
P/T General Staff	P&R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.
P/T Pool Staff/Lifeguard (4)	P&R – Aquatics	10-60-6220-5100-0220	\$8.00/hr.
P/T Zoning/Compliance Asst.	Planning	10-10-4900-5100-0200	\$12.00/hr.

Current Vacancies

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Assistant Finance Director	Finance	10-10-4200-5100-0200
Camp Counselors (Part-time)	P&R – Recreation	10-60-6200-5100-0210
Firefighter I (2 positions)	Fire	10-20-5300-5100-0200
Fire Chief	Fire	10-20-5300-5100-0200
Fire Inspector (Part-time)	Fire	10-20-5300-5100-0210
Public Works Director	Public Works	10-60-5500-5100-0200
Police Officer I (4 positions)	Police	10-20-5100-5100-0200
Sanitation Equipment Operator (2 Positions)	Public Works	10-40-5800-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

9. Approval was granted to promote the Public Works Superintendent to the position of Public Works Director

Business Items:

1. ANX-12-01: Annexation Request

Planning Director Stephen Wensman explained the Town of Smithfield received a petition from ASP Smithfield LLC/SST Properties (Samet Properties) to annex 193.027 acres to the west of the Westview Subdivision, beginning approximately 315 ft west of North Rogers Drive. The annexation properties include the 169.674-acre Amazon site and an adjacent 23.353-acre site that will likely be developed into warehouse facilities and future West Smithfield Business Park Road to provide access to the industrial properties. He explained this was the first step in the annexation process.

Councilman Scott questioned how this would impact the Town’s current ETJ. The Town Manager responded he would like to research the impact and provide that information to Council at a later date.

Councilman Scott made a motion, seconded by Councilman Rabil, to adopt Resolution No. 680 (08-2021) Unanimously approved.

TOWN OF SMITHFIELD
RESOLUTION NO. 680 (08-2021)
DIRECTING THE CLERK TO INVESTIGATE A PETITION
RECEIVED UNDER G.S. 160A-58.1

WHEREAS, a petition requesting annexation of an area described in said petition was

received on June 1, 2021 by the Smithfield Town Council; and

WHEREAS, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Smithfield deems it advisable to proceed in response to this request for annexation:

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

The Town Clerk is hereby directed to investigate the sufficiency of the attached petition and to certify as soon as possible to the Town Council the result of her investigation.

2. Bid Award in the amount of \$240,626.80 to Garris Grading & Paving for the 2021 Street Resurfacing Project

Public Works Director Lawrence Davis addressed the Council on a request to award the 2021 Street Resurfacing Project to Garris Grading and Paving. Mr. Davis explained that this year's resurfacing project consisted of 14 streets that will receive a 1" ½ overlay. Three (3) of the streets will require to be milled down a 1" ½ below line before paving can be done. Approximately .88 mile of city streets will be paved. Fourteen (14) BID packets for the project were sent out to area contractors. Proposals received from Six (6) companies and are as follows:

- Garris Grading & Paving \$240,626.80
- Daniels Inc Garner \$267,928.01
- Tripp Bro \$313,988.98
- Barnhill Contracting \$340,460.78
- ST Wooten Corp \$383,592.47
- Fred Smith Company \$441,855.06

The contract allows us the right to increase or decrease the various amounts of work up to 25% with no increase in unit pricing should the project come in under budget or should additional streets be added to the project.

Councilman Lee questioned how the streets that are being resurfaced are chosen. Mr. Davis responded that the Town had a road condition study done and all the streets were ranked from worst to best. Staff follows the recommendations from that study. Councilman Lee stated there were many streets in East Smithfield that he felt were in worse condition and needed to be repaired.

Councilman Scott made a motion, seconded by Councilman Barbour, to award the contract to Garris Grading and Paving for the 2021 Street Resurfacing Project in the amount of \$240,626.80. Councilman Scott, Councilman Barbour, and Councilman Rabil voted in favor of the motion. Councilman Lee voted against the motion. Motion passed 3 to 1.

3. Consideration and request for approval of FY 2020-2021 Year End Budget Amendments

Town Manager Michael Scott stated this item was placed on the agenda to enable the Council to recess this meeting until June 24, 2021 at 7:00 pm via conference call.

Councilmembers Comments:

- Mayor Moore explained he had received positive feedback from citizens during the recent power outage event that affected residents in South Smithfield. He asked Public Utilities Director Ted Credle

to convey his appreciation to the Electric Department employees.

- Councilman Scott congratulated the 2021 graduates. Councilman Scott questioned the hiring status of a new Fire Chief. Town Manager Michael Scott responded that Assistant Chief Jeremey Daughtry is serving as acting Chief. Staff is working with Triangle J Council of Governments on the hiring process.
- Councilman Lee publicly apologized to Parks and Recreation Director Gary Johnson for criticizing the size of the splash pad. The children are enjoying the splash pad and it is bringing the community together. Councilman Lee invited everyone to attend the Juneteenth Celebration.
- Councilman Barbour expressed his admiration for Councilman Lee for all he does for his district. Councilman Barbour stated that they were still working on a drone park at the Gertrude B Johnson Park in West Smithfield. He stated he would like for West Smithfield to have more pedestrian access to other parts of the Town. He would like for the children of West Smithfield to have pedestrian access to all Town parks.

Town Manager's Report:

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

- Equity Drive Status: Paving was complete, and the Town has received positive comments on the road by adjoining business owners. Minor punch list items involving some curbing and sidewalk repairs, as well as seeding of ditches and stop sign replacement remain.
- Water Plant: The water plant remains fully operational. One of the damaged raw pumps have been repaired and is on-line. The second pump is expected to be operational by mid-month. By-pass pumps will be removed at that time.

Recess

Councilman Barbour made a motion, seconded by Councilman Scott, to recess the meeting until Thursday, June 24, 2021 at 7:00 pm via Conference Call. Unanimously approved. The meeting recessed at approximately 9:00 pm.

ATTEST:

Shannan L. Parrish, Town Clerk

M. Andy Moore, Mayor

The Smithfield Town Council reconvened its June 1, 2021 meeting on Thursday June 24, 2021 at 7:00 pm via Conference Call, Mayor M. Andy Moore presided.

Councilmen Present:

John Dunn, Mayor Pro-Tem (6:59pm until 7:23pm)
David Stevens, District 2 (7:06 pm until 7:23 pm)
Travis Scott, District 3 (7:09 pm until 7:23 pm)
Dr. David Barbour, District 4 (6:50 pm until 7:23 pm)
Stephen Rabil, At-Large (6:58 pm until 7:23 pm)

Administrative Staff Present

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

Councilmen Absent

Marlon Lee, District 1
Roger Wood, At-Large

Administrative Staff Absent

Reconvene: May 20th Meeting

Mayor Moore reconvened the meeting at 7:09 pm

Roll Call

Town Clerk Shannan Parrish conducted a roll call of the Council Members present for the meeting.

FY 2020-2021 Year End Budget Amendments

Town Manager Michael Scott explained there were three attachments provided to the Council for consideration and approval. They are as follows:

1. Year-End Budget Amendments for 2020-2021
2. Year-End Project and Purchase Encumbrances for 2020-2021
3. Year-End Purchase Order Encumbrances for 2020-2021

Councilman Scott questioned the impact these amendments would have on the respective funds fund balances. Finance Director Greg Siler explained there should be no impact to the fund balance at year end. He further explained that no fund balance would be used if revenues exceeded expenditures in each of the funds.

Councilman Barbour made a motion, seconded by Councilman Stevens, to approve the following:

1. Year-End Budget Amendments for 2020-2021
2. Year-End Project and Purchase Encumbrances for 2020-2021
3. Year-End Purchase Order Encumbrances for 2020-2021

Unanimously approved.

Attachment 1

**BUDGET
AMENDMENTS
June 24, 2021**

GENERAL FUND	BEFORE	ADJ.	AFTER
1. Revenue			
10-00-3460-3100-0000 Occupancy Tax	<u>\$ 200,000</u>	<u>\$ 20,000</u>	<u>\$ 220,000</u>
Expenditures			
10-61-4110-5300-5601 Non-Depart. - Occupancy Tax	<u>\$ 194,000</u>	<u>\$ 20,000</u>	<u>\$ 214,000</u>
To increase occupancy tax expenses to match receipts			
2. Revenue			
10-40-3400-3403-0001 Cemetery - Riverside Ext.	<u>\$ 20,000</u>	<u>\$ 51,250</u>	<u>\$ 71,250</u>
Expenditures			
10-60-5500-5300-3410 Gen. Serv. - Riverside Ext. Reimb	<u>\$ 20,000</u>	<u>\$ 51,250</u>	<u>\$ 71,250</u>
To increase Riverside Cemetery expenses to match revenue			
3. Revenue			
10-40-3400-3403-0003 Grave Opening Fees	<u>\$ 40,000</u>	<u>\$ 20,450</u>	<u>\$ 60,450</u>
Expenditures			
10-60-5500-5300-3420 Gen. Serv. - Grave Opening	<u>\$ 26,000</u>	<u>\$ 20,450</u>	<u>\$ 46,450</u>
To increase grave opening expenses to match revenue			
4. Expenditures			
10-30-5600-5700-7401 Streets - Cap. Improv. Resurfacing	\$ 173,000	\$ (173,000)	\$ -
10-76-5600-5970-9100 Transfer to CPF	-	<u>173,000</u>	<u>173,000</u>
	<u>\$ 173,000</u>	<u>\$ -</u>	<u>\$ 173,000</u>
To move funds to pay for Equity Drive Repairs			
5. Revenue			
10-20-3300-3307-0010 SAFR Grant	<u>\$ 11,000</u>	<u>\$ 32,209</u>	<u>\$ 43,209</u>
Expenditures			
10-20-5300-5100-0200 Fire - Salaries	<u>\$ 1,112,100</u>	<u>\$ 32,209</u>	<u>\$ 1,144,309</u>
To increase salaries paid by SAFR Grant			

6. Expenditures

10-20-4120-5400-9529 D/S EMS GARAGE	\$ 8,808	\$ 102,641	\$ 111,449
10-00-9990-5300-0000 General Fund Contingency	<u>259,718</u>	<u>(102,641)</u>	<u>157,077</u>
	\$ <u>268,526</u>	\$ -	\$ <u>268,526</u>

To fund the payoff of the EMS building loan with USDA as approved at the 5/25/2021 council meeting

7. Revenue

10-30-3900-3900-0100 Powell Bill Fund Balance Appropriation	\$ -	\$ <u>40,000</u>	\$ <u>40,000</u>
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Expenditures

10-30-5700-5700-7310 Powell Bill - Patch & Resurface	\$ <u>211,590</u>	\$ <u>40,000</u>	\$ <u>251,590</u>
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To increase budget to match expenses

8. Expenditures

10-10-4110-5300-3305 Non-Depart. - Misc.	\$ -	\$ 3,272	\$ 3,272
10-20-4120-5400-9544 Rolling Stock 2016	78,070	92	78,162
10-20-4120-5400-9545 Fire Truck	46,808	23	46,831
10-40-4120-5400-9526 Hook Lift Truck	42,107	(20)	42,087
10-60-4120-5400-9535 D/S Aquatic Center -FOP	185,624	(48)	185,576
10-10-4200-5300-2900 Finance - Professional Fees/Dues	-	50	50
10-10-4200-5300-3305 Finance - Misc.	-	524	524
10-10-4900-5300-1700 Planning Equip and Repair	1,088	3,437	4,525
10-20-5100-5300-3710 Police - J.C. Board Of Education	-	733	733
10-20-5300-5100-0250 Fire - Overtime	17,000	30,000	47,000
10-20-5400-5300-1700 EMS- Building Maint./Repair	-	5,124	5,124
10-60-5500-5300-0760 General Serv. - Temp Labor	8,000	18,000	26,000
10-60-5500-5700-7400 General Serv. - Capital Outlay	48,300	20,000	68,300
10-30-5650-5300-1700 Garage - Equip. Maint. & Repair	1,000	1,615	2,615
10-30-5650-5300-3100 Garage - Vehicle Supplies/Maint	300	1,400	1,700
10-30-5650-5300-3300 Garage - Supplies/Operations	11,300	14,800	26,100
10-40-5800-5300-1000 Sanitation - Debt Collection Fee	-	75	75
10-40-5800-5300-4500 Sanitation - Landfill Fees	225,000	38,000	263,000
10-40-5800-5300-3100 Sanitation - Vehicle Supplies/Maint	40,000	20,000	60,000
10-00-9990-5300-0000 General Fund Contingency	<u>157,077</u>	<u>(157,077)</u>	-
	\$ <u>861,674</u>	\$ -	\$ <u>861,674</u>

To balance departments at year end

9. Revenue

10-00-3900-3900-0000 Fund Balance Appropriation	<u>\$</u> <u>1,838,544</u>	<u>\$</u> <u>120,000</u>	<u>\$</u> 1,958,544
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Expenditures

10-40-5800-5300-3100 Sanitation - Vehicle Supplies and Maint.	<u>\$</u> <u>60,000</u>	<u>\$</u> <u>120,000</u>	<u>\$</u> 180,000
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To increase budget to match unexpected cost of vehicle repairs

WATER/SEWER FUND

10. Expenditures

30-71-7200-5300-1000 - Water Plant - Debt Collection Fee	\$ -	\$ 75	\$ 75
30-71-7220-5300-1000 Wtr/Sewer Dist - Debt Coll Fee	-	100	100
30-00-9990-5300-0000 Water/Sewer Contingency	<u>360,005</u>	<u>(175)</u>	<u>359,830</u>
	<u>360,005</u>	<u>-</u>	<u>360,005</u>

To fund Penn Credit Debt Collection Cost

11. Expenditures

30-71-7200-5300-0771 Water/Sewer - Unemploy. Comp.	\$ -	\$ 409	\$ 409
30-00-9990-5300-0000 Water/Sewer Contingency	<u>359,830</u>	<u>(409)</u>	<u>359,421</u>
	<u>\$</u> <u>359,830</u>	<u>\$</u> <u>-</u>	<u>\$</u> <u>359,830</u>

To fund unemployment claims paid by State

12. Revenue

30-71-3900-3900-0000 Fund Balance Appropriation	<u>\$</u> <u>2,162,312</u>	<u>\$</u> <u>300,000</u>	<u>\$</u> 2,462,312
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Expenditures

30-71-7220-5300-4500 Water/Sewer - Sewer Treatment	\$ 2,517,900	\$ 610,000	\$ 3,127,900
30-00-9990-5300-0000 Water/Sewer Contingency	<u>359,421</u>	<u>(310,000)</u>	<u>49,421</u>
	<u>\$</u> <u>2,877,321</u>	<u>\$</u> <u>300,000</u>	<u>\$</u> <u>3,177,321</u>

To increase budget for additional sewer treatment cost

ELECTRIC FUND

13. Expenditures

31-72-7230-5300-1000 Electric - Debt Collection Fee	\$ -	\$ 400	\$ 400
31-00-9990-5300-0000 Electric Contingency	<u>331,664</u>	<u>(400)</u>	<u>331,264</u>
	<u>331,664</u>	<u>-</u>	<u>331,664</u>

To fund Penn Credit Debt Collection Cost

14. Expenditures

31-72-7230-5300-4800 Electric - NCEMPA/Non Demand	\$ 12,615,420	\$ (7,456,200)	\$ 5,159,220
31-72-7230-5300-4801 Electric - NCEMPA/Demand	-	6,300,000	
31-72-7230-5300-4802 Electric - NCEMPA/Non Demand	-	<u>1,156,200</u>	<u>1,156,200</u>
Electric Purchase	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	<u>12,615,420</u>	<u>\$ -</u>	<u>\$ 6,315,420</u>

To redistribute electric power purchase budget into specific categories

15. Revenue

31-72-3550-3520-0002 Electric - Online Convenience Fee	<u>\$ 34,000</u>	<u>\$ 60,000</u>	<u>\$ 94,000</u>
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Expenditures

31-72-7230-5300-4501 Elect. - Service Contracts	\$ 223,000	\$ (35,000)	\$ 188,000
31-72-7230-5300-4401 Elect. - Debit/Credit Card Fee	-	<u>95,000</u>	<u>95,000</u>
	<u>\$ 223,000</u>	<u>\$ 60,000</u>	<u>\$ 283,000</u>

To fund bank merchant services fees from increase revenue of convenience fees and contract services

16. Expenditures

31-00-9990-5300-0000 Electric Contingency	\$ 331,264	\$ (409)	\$ 330,855
31-72-7230-5300-0771 Electric - Unemploy. Comp.	-	409	409
	<u>\$ 331,264</u>	<u>\$ -</u>	<u>\$ 331,264</u>

To fund unemployment claims paid by State

Firemen Relief Fund

17. Revenue

50-3900-3900-0000 Fund Balance Appropriations	\$ -	<u>\$ 12,460</u>	<u>\$ 12,460</u>
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Expenditures

50-20-5310-5300-3500 Firemen Supplemental Retirement	\$ 9,050	\$ 12,460	\$ 21,510
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To balance the Firemen Relief Fund at year end

General Fund Capital Projects Fund

18. Revenue

46-75-3870-3870-0305 Transfer GF - Equity Drive Repair	\$ 827,000	\$ 173,000	\$ 1,000,000
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Expenditures

46-30-5600-5700-7408 Equity Drive Repair	\$ 827,000	\$ 173,000	\$ 1,000,000
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To record transfer from GF for Equity Drive Repair

Attachment 2

ENCUMBRANCES FROM 2020-2021 TO 2021-2022

GENERAL FUND

10-61-4110-5300-5710	Non-Departmental - Economic Development	\$ 15,000
10-61-4110-5300-5712	Non-Departmental - S.H.A.R.P Reimbursements	40,000
10-10-4900-5300-4501	Planning – Service Contracts (Engineering Standards Manual & Pedestrian Planning)	14,400
10-10-4900-5700-4502	Planning - Condemnation	25,000
10-60-5500-5300-3440	General Serv. - Appearance Commission	28,121
10-60-5500-5700-7400	General Serv. - Capital Outlay (Christmas Lights)	7,500
10-30-5600-5300-7300	Streets -Sidewalk & Curb Repair (NCDOT Sidewalk Agreement)	112,406
10-30-5600-5700-7400	Streets -Capital Outlay (I95 Bridge Lighting)	93,000
10-76-5800-5970-9110	Sanitation - Transfer to GFCapital Reserve Fund	80,000
		<u>\$ 415,427</u>

WATER FUND

30-71-7200-5700-7400	Water Plant - Capital Outlay	\$ 35,000
30-71-7220-5300-5710	Water Dist/Sewer Coll. - Economic Development	<u>222,730</u>

\$ 257,730

Electric FUND

31-72-7230-5300-5710	Electric - Economic Development	\$ 222,730
31-72-7230-5700-7401	Electric - East River Infrastructure	30,000
31-76-7230-5970-9110	Electric - Transfer to Electric CRF	<u>75,000</u>
		<u>\$ 327,730</u>

J.B. GEORGE BEAUTIFICATION FUND

40-61-4100-5300-3400	J.B. George Projects	\$ 3,348
40-61-4100-5300-3410	J.P. George Projects	<u>508</u>
		<u>\$ 3,856</u>

Attachment 3

ENCUMBRANCES FOR PURCHASE ORDERS ISSUED PRIOR TO 6/30/2021

G/L ACCOUNT	ACCOUNT DESCRIPTION	DEPARTMENT	VENDOR	PO#	AMOUNT REQUESTED
10-10-4100-5300-3302	Supplies/Council Meetings	Fire	Bound Tree Medical	20218836	\$1,324.00
10-10-4100-5700-7400	Capital Outlay	Gen Gov	Forms & Supply	20218754	\$986.20
10-10-4200-5300-3300	Supplies/Operations	Finance	Zones	20218731	\$495.00
10-20-5100-5300-1700	Equip Maintain & Repair	Police	Applied Concepts	20218823	\$1,872.75
10-20-5100-5300-3100	Vehicle Supplies	Police	Lawmens Safety Supply	20218767	\$1,877.92
10-20-5100-5300-3300	Supplies/Operations	Police	Lawmens Safety Supply	20218734	\$3,600.00
10-20-5100-5300-3300	Supplies/Operations	Fire	Bound Tree Medical	20218836	\$1,324.00
10-20-5100-5300-3600	Uniforms	Police	Lawmens Safety Supply	20218663	\$13,199.95
10-20-5100-5300-3600	Uniforms	Police	Lawmens Safety Supply	20218733	\$373.39
10-20-5100-5300-3600	Uniforms	Police	Lawmens Safety Supply	20218824	\$732.00
10-20-5100-5300-4002	Drug Forfeiture	Police	NC State University	20218788	\$1,275.00
10-20-5100-5700-7400	Capital Outlay	Police	First Citizens Bank (NCDMV)	20218764	\$2,400.00
10-20-5300-5300-3300	Supplies/Operations	Fire	Bound Tree Medical	20218836	\$2,648.00

10-20-5300-5300-3600	Uniforms	Fire	Advanced Emergency Services	20218831	\$7,534.52
10-20-5300-5700-7400	Capital Outlay	Fire	Fulford & Jones Asphalt	20218835	\$3,500.00
10-20-5300-5700-7400	Capital Outlay	Fire	Larry Bradley	20218848	\$18,000.00
10-20-5300-5700-7400	Capital Outlay	Fire	Kelvin Mcarten Concrete	20218851	\$16,900.00
10-30-5700-5300-3100	Vehicle Supplies	Public Works	Southern Vac	20218826	\$2,319.83
10-30-5700-5300-7300	Sidewalk & Curb Repair	Public Works	David Hinton Construction	20218866	\$3,700.00
10-30-5700-5700-7310	Patch & Resurface	Public Works	Garris Grading	20218825	\$240,626.80
10-30-5700-5700-7310	Patch & Resurface	Public Works	Garris Grading	20208091-R1	\$4,365.60
10-40-5800-5300-3100	Vehicle Supplies	Public Works	Smithfield Diesel Repair	20218867	\$27,000.00
10-60-5500-5700-7400	Capital Outlay	Public Works	Acme Stone Company	20218470	\$16,004.00
10-60-5500-5700-7400	Capital Outlay	Public Works	Mark Gregory Roofing	20197362-R2	\$14,800.00
10-60-5500-5700-7400	Capital Outlay	Public Works	Dennis Evans	20197408-R2	\$10,000.00
10-60-6200-5300-3450	Recreation Special Projects	Parks & Rec	Hale Artificier Inc	20218317	\$3,750.00
10-60-6200-5700-7400	Capital Outlay	Parks & Rec	Deere & Company	20218558	\$10,103.22
10-60-6200-5700-7400	Capital Outlay	Parks & Rec	JLP Carpentry	20218749	\$9,500.00
10-60-6200-5700-7400	Capital Outlay	Parks & Rec	Southern Tide Homes	20218750	\$22,750.00
10-60-6200-5700-7400	Capital Outlay	Parks & Rec	Rodney S Blackmon	20218839	\$6,500.00
10-60-6200-5700-7400	Capital Outlay	Parks & Rec	JLP Carpentry	20218840	\$4,000.00
10-60-6200-5700-7400	Capital Outlay	Parks & Rec	Magic Murals	20218842	\$3,000.00
10-60-6200-5700-7400	Capital Outlay	Parks & Rec	JLP Carpentry	20218861	\$21,295.00
10-60-6220-5300-1301	Generator Fuel/Maintenance	Parks & Rec	Powersecure Inc	20218864	\$649.96
10-60-6220-5300-1700	Equip Maintain & Repair	Parks & Rec	Zones	20218791	\$1,481.00
10-60-6220-5300-1700	Equip Maintain & Repair	Parks & Rec	Powersecure Inc	20218838	\$1,463.66
10-60-6220-5300-3300	Supplies/Operations	Fire	Bound Tree Medical	20218836	\$1,324.00
10-60-6220-5700-7400	Capital Outlay	Parks & Rec	Duffield Aquatics	20218804	\$3,079.87
10-60-6220-5700-7400	Capital Outlay	Parks & Rec	Prosource Fitness Equipment	20218841	\$4,630.20
10-60-6240-5300-3300	Supplies/Operations	Fire	Bound Tree Medical	20218836	\$1,324.00
10-60-6240-5700-7400	Capital Outlay	Parks & Rec	Donald Sugg	20218837	\$4,920.00
TOTAL					\$496,629.87

30-71-7220-5700-7400	Capital Outlay	Water Sewer	RD Braswell Construction	20218874	\$173,578.00
30-72-7230-5700-7401	East River Electric Infrastructure	Electric	Wesco	20218721	\$1,819.50
TOTAL					\$175,397.50

ELECTRIC FUND

31-72-7230-5300-0800	Training/Conf	Fire	Bound Tree Medical	20218836	\$1,324.00
31-72-7230-5300-1700	Equip Maintain & Repair	Electric	Jackson Builders	20218784	\$3,300.00
					\$4,624.00

GENERAL CAPITAL PROJECT FUND

45-71-7220-5700-7419	Lift Station Repair	Water Sewer	McClungs Electric & Plumbing	20218392	\$4,200.00
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Adjourn

Councilman Scott made a motion, seconded by Councilman Stevens, to adjourn the meeting. The meeting adjourned at approximately 7:23 pm.

ATTEST:

Shannan L. Parrish, Town Clerk

M. Andy Moore, Mayor



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 07/06/2021

Subject: Temporary Use Permit
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Smithfield Parks and Recreation to hold their River Rat Regatta at the Town's Boat Ramp at 295 N. Front Street.

Financial Impact

Action Needed

To approve the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Smithfield Parks and Recreation is requesting to hold their River Rat Regatta at 295 N. Front Street, on the boat ramp. This event would take place on August 14th, 2021 with setup beginning at 2:30pm and the event starting at 4:00 pm. The event would end at 10:00 pm with cleanup completed by 11:00 pm. In case of rain, the applicant has requested August 28th as an alternate date. Amplified sound will be used from 7:00 pm to 10:00 pm. Smithfield Fire and Police have been requested to have a presence. Front Street, Bridge Street and Second Street have been requested to be closed. No food or goods will be sold.



2021

Town of Smithfield
Planning Department
P.O. Box 761 or
350 East Market Street
Smithfield, NC 27577

Temporary Use Permit Application

TYPES OF EVENT

- Special Event
- Town recognized event _____
- Over 100 people in attendance
- Live Band or Amplified Sound _____
- Requires closure or blockage of Town Street
- Involves Food Trucks
- Requires Security (potential safety, security concerns)
- Involves structures larger than 200 square feet and canopies larger than 400 square feet
- Involves Town park property
- Involves Fireworks
- Modular Office Units
- Emergency, construction and repair residence
- Temporary storage facility (portable storage unit)
- Sale of agricultural products grown off-site
- Sale of Fireworks
- Other (please describe) _____

Completed applications should be submitted to the Town of Smithfield Planning Department at least 4 weeks prior to the event.

River Boat Regatta on the Neuse	TOWN of Smithfield Boat Ramp
Name of Event	Location of Event (exact street address)

Applicant name Tiffany Pearson Smithfield PSR E-mail address tiffany.pearson@smithfield-nc.gov
 Address 1600 W. Dinwood Stephensson Hwy Zip 27577
 Phone number 919-934-2148 Event date August 14th / Rain date Aug 28th
 Event start time 4:00 PM Event end time 10 PM
 Event set up time 2:30 PM Event cleanup time 11 PM
 Sound amplification Hours 7pm-10pm Will food or goods be sold? _____

Food Trucks if applicable _____ (requires valid permit for a Mobile Food Unit, NC Sales and Use Certificate, NC Department of Agriculture Permit, and/or ABC Permit, if applicable)

Security agency name & phone, if applicable: Smithfield fire & Police will be there

Will any Town property be used (i.e., streets, parks, greenways)? Streets, Boat Ramp, Greenway

If any Town streets require closure, please list all street names. Front St / Bridge St & 2nd St

Are event trash cans needed? _____ How many? submitted to public works

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

Tiffany Pearson ^{PSR} [Signature] Smithfield PR 6/9/2021
 Applicant's Name (print) Signature Date

Planning Director: [Signature] Date: 6/22/21

Method of Payment: Cash _____ Check# _____ Credit Card _____ Amount \$ _____



Request for Town Council Action

**Consent
Agenda
Item:** Temporary
Use Permit
Date: 07/06/2021

Subject: Temporary Use Permit
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Town Council is being asked to allow True Vine Apostolic Ministries to hold a Youth Jubilee Service on 720 Second Avenue and Second Avenue with amplified sound.

Financial Impact

None

Action Needed

To approve the Temporary Use Permit

Recommendation

Staff recommends approval of the Temporary Use Permit

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

The True Vine Apostolic Ministries is requesting a temporary permit to hold a youth jubilee service on July 17, 2021, at 720 Second Avenue and on Second Avenue with amplified sound. The event will start at 10 AM and end at 2 PM. The church would like to close the street at 8:30 AM for setup until 3:00 PM after cleanup.



Town of Smithfield
 Planning Department
 P.O. Box 761 or
 350 East Market Street
 Smithfield, NC 27577

Completed applications should be submitted at least 4 weeks prior to event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

Temporary Use Permit Application

TYPES OF TEMP USE OR EVENT

- Special Event
- Town recognized event _____
- Over 100 people in attendance
- Live Band or Amplified Sound _____
- Requires closure or blockage of Town Street
- Involves Food Trucks
- Requires Security (potential safety, security concerns)
- Involves structures larger than 200 square feet and canopies larger than 400 square feet
- Involves Town park property
- Involves Fireworks

OTHER TEMP USES

- Modular Office Units
- Emergency, construction and repair residence
- Temporary storage facility (portable storage unit)
- Sale of agricultural products grown off-site
- Sale of Fireworks
- Other (please describe) _____

Youth outside church service

Name of Event <u>Youth Jubilee Service @ True Vine Apostolic Ministries</u>	Location of Event/Use (exact street address) <u>720 Second Ave. Smithfield NC</u>
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Name Eric Thomas/Lesley Thomas Address 144 Elvenia Cir. Benson NC
 Phone number 910-224-4562 Email address Ericthomas9490@yahoo.com
 Event date 7/17/21 Will alcohol be sold or served? NO
 Event start time 10:00am Event end time 2:00pm
 Event set up time 8:30am Event cleanup time 3:00pm
 Sound amplification hours 4 Will food or goods be sold? NO

Food Trucks if applicable NA (requires a valid permit from NC Department of Agriculture, a copy of the vehicle or trailer registration and/or ABC Permit, if applicable and must be submitted with this application).

Security agency name & phone, if applicable: NA
 (If using Smithfield Police, applicant must contact the PD to schedule security.)

Will any town property be used (i.e., streets, parks, greenways)? Street

If any town streets require closure, please list all street names. Second Ave.

Are event trash cans needed? NO How many? 0

Method of Payment: Cash _____ Check# _____ Credit Card _____ Amount \$ _____

Payment received by: N/A

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Lesley Thomas Lesley Thomas 6/28/21
Applicant's Name (print) Signature Date

Planning Director signature: Stephen Wynn Date: 6/29/21

OWNERS AUTHORIZATION

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

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

Property owners name (print) _____

Address _____ *Zip* _____

Phone number _____ *Email* _____

Signature: _____ *Date:* _____



Request for Town Council Action

Consent Agenda Item: Date:	Crew Leader Promotion 07/06/2021
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Subject: Promotion

Department: Public Works – Sanitation Department

Presented by: Public Works Director - Lawrence Davis

Presentation: Consent Agenda

Issue Statement

This is a request to promote from within, an employee from Equipment Operator to Crew Leader in the Sanitation Division. Our previous Sanitation Crew Leader retired May 1, 2021, after over 21 years of service to the Town.

Financial Impact

In this case, the promotion will result in a salary increase of 10% for FY 2022. The current budget is sufficient to pay for the promotion.

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 Sanitation Division. Our previous Sanitation Crew Leader retired May 1, 2021, after over 21 years of service to the Town.

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 Sanitation Crew Leader position.

No budget amendments are needed to approve this promotion.



Request for Town Council Action

Consent Agenda Item: Date:	Technology (IT) Director 07/06/2021
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Subject: Promotion

Department: General Government

Presented by: Human Resources/ PIO - Tim Kerigan

Presentation: Consent Agenda Item

Issue Statement

This is a request to promote from within, an employee from IT Specialist to Technology (IT) Director.

Financial Impact

This promotion results in a 10% pay increase, which within accordance of our Employee Handbook. This is an Exempt position and the salary is accounted for as an equal split between the General Government, Electric, and Water/Sewer Funds. This newly created position and salary were approved in the Adopted FY 21-22 Budget. There is no change.

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:	Technology (IT) Director
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With growing needs of IT not only in the Town, but throughout the world, there are greater security risks. It is important that we stay on the forefront of defense and preparation. There is also a greater need of time and personnel resources with the greater attention to maintaining, expanding and improving computer access as we continually see the need to transition more employees work to be computer based.

We are not only becoming increasingly vulnerable to risks and threats from outside the organization, but we are also vulnerable to staff turnover should we lose our lone IT staff currently for any reason. The Technology (IT) Director will continue to perform many of the functions going forward just as today. However, there will be allowed a greater focus higher lever planning and execution.

This promotion results in a 10% pay increase, which within accordance of our Employee Handbook. This is an Exempt position and the salary is accounted for as an equal split between the General Government, Electric, and Water/Sewer Funds. This newly created position and salary were approved in the Adopted FY 21-22 Budget. There is no change.



Request for Town Council Action

Consent
Agenda
Item:

Traffic
Grant
Year
Two

Date: 07/06/2021

Subject: GHSP Traffic Grant

Department: Police Department

Presented by: Chief of Police - R. Keith Powell

Presentation: Consent Agenda Item

Issue Statement

The Police Department was awarded the GHSP's FY 2021 grant, which Council had already approved the agency to apply for the grant in March of 2020. The agency has been authorized to proceed with the implementation of GHSP's FY 2021 grant. The approved contract period will begin on October 1, 2021 and will end on September 30, 2022.

Financial Impact

Grant would pay 85% first year, 70% second year and 50 % third year. Second Year Grant (\$124,708 Total) Federal Portion \$87,296.00 / Towns Portion \$37,412.

Action Needed

It is requested that the Town Council to allow the agency to apply for the Second Year of the Traffic Grant in order to keep the traffic team in operation.

Recommendation

It is requested that the Town Council to allow the agency to apply for the Second-Year part of the GHSP traffic grant and adopt Resolution No. 681 (09-2021)

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 681 (09-2021)
3. NCGHSP Agreement Conditions



Staff Report

Consent
Agenda
Item: Traffic
Grant

In 2020, the Police Department was awarded a three-year North Carolina Governor's Highway Safety Program grant for a two-person traffic team.

The Second-Year grant will cover 70 percent of personnel expenses for the traffic team. The match amounts for the grant are 15% for year 1, 30% for year 2 and 50% for year 3.

In year 2, the grant amount would be \$124,708, with the town's match being \$37,412. Year 3 would be like year 2 in the grant amount, but the match would increase to \$74,824. Following year three of the grant, all equipment becomes the property of the town and the town is under no obligation to continue the program. The number of officers hired under the grant could then be decreased through attrition, should the Council choose to do so.

Over the life of the grant, the Town would receive assets and police officer time, roughly equal to \$470,000 at a three-year total cost to the Town of about \$131,463.

Condition 16 of the Grant Agreement states the following:

Conditions for Local Governmental Agencies.

(a) Resolution Required. *If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.*

(b) Resolution Content. *The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.*

Therefore, a resolution from the Town Council must be adopted each year.

The Police Department is requesting the Council authorize the reapplication of the NC GHSP grant for year two for the traffic team and adopt Resolution No. 681 (09-2021)

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENT
TOWN OF SMITHFIELD RESOLUTION No. 681 (09-2021)

WHEREAS, the Smithfield Police Department (herein called the "Agency")
(The Applicant Agency)
has completed an application contract for traffic safety funding; and that Town of Smithfield Town Council
(The Governing Body of the Agency)
_____ (herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Town of Smithfield Town Council IN OPEN
(Governing Body)
MEETING ASSEMBLED IN THE CITY OF Smithfield, NORTH CAROLINA,
THIS 6 DAY OF July, 20 21, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Michael L. Scott, Town Manager is authorized to file, on behalf of the Governing
(Name and Title of Representative)
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal
funding in the amount of \$ 124,708.00 to be made to the Governing Body to assist in defraying
(Federal Dollar Request)
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 37,412.00 as
(Local Cash Appropriation)
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other
appropriate persons to furnish such information, data, documents and reports as required by the contract, if
approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____
(Clerk)

SEAL

DATE _____



**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) State Funding. The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

- 21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
- 23. Department Held Harmless.**
- (a) For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- 24. Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 25. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a)** Cancel, terminate, or suspend this contract in whole or in part;
- (b)** Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c)** Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d)** Refer the case to the United States Department of Justice for appropriate legal proceedings.
- 26. Cancellation, Termination, or Suspension of Contract.**
- (a) By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is 06/30/2022.

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
R. Keith Powell	Chief of Police	Po Box 761 Smithfield, NC, 27577
SIGNATURE	DATE	TELEPHONE NUMBER
<i>Robert K Powell</i>	06/23/2021	(919) 934-2121
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
Michael L. Scott	Town Manager	Po Box 761 Smithfield, NC, 27577
SIGNATURE	DATE	TELEPHONE NUMBER
<i>Michael L. Scott</i>	6/23/2021	919-934-2116 ext. 1104
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
Gregory D. Siler	Finance Director	Po Box 761 Smithfield, NC, 27577
SIGNATURE	DATE	TELEPHONE NUMBER
<i>Gregory D. Siler</i>	6/23/2021	919-934-2116 ext 1106



Request for Town Council Action

Consent Agenda Item:	Accept ARPA Funds
Date:	07/06/2021

Subject: Accept ARPA Grant Funds
Department: General Government
Presented by: Town Manager Michael Scott
Presentation: Consent Agenda Item

Issue Statement

Due to the passage of the American Rescue Plan Act (ARPA), a one-time grant of funds is available to the Town of Smithfield. Under NCGS 160A-17.1, the Town Council must vote to accept these funds.

Financial Impact

An estimated \$3.8 million in revenue.

Action Needed

Approve Resolution No.681 (09-2021) accepting the ARPA Funds designated for Smithfield.

Recommendation

Approve Resolution No.681 (09-2021)

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. NCGS 160A-17.1
3. Resolution No 681 (09-2021)



Staff Report

Consent
Agenda
Item: ARPA
Funds

The Federal Government approved the American Rescue Plan Act earlier this year. Included in the Act is a direct allocation for every City, County and State in the Country. Smithfield is estimated to receive \$3.8 million in two tranche payments, the first in July of 2021 and the second in July of 2022. Each payment will be 50% of the total disbursement, or \$1.9 million each. In order to receive these allocations, the Council must "Accept" these funds as required by NCGS 160A-17.1. The statute is attached to this action form.

The attached resolution is sufficient to accept the total amount of funds received, as well as delegate responsibility to execute any necessary agreements on behalf of the Board to the Manager.

The Town's Finance Department is already prepared to receive the funds and has created a budget for these funds consistent with North Carolina General Statute.

A decision on the allocation of these funds will come at a later time, as Council is authorized to allocate these funds as specified in Department of Treasury's Interim Final Rule and summarized as follows:

- *To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;*
- *To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;*
- *For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and*
- *To make necessary investments in water, sewer, or broadband infrastructure.*

All allocations must be appropriated by December 31, 2024 and spent by December 31, 2026.

Article 3.

Contracts.

§ 160A-16. Contracts to be in writing; exception.

All contracts made by or on behalf of a city shall be in writing. A contract made in violation of this section shall be void and unenforceable unless it is expressly ratified by the council. (1917, c. 136, subch. 13, s. 8; C.S., s. 2831; 1971, c. 698, s. 1.)

§ 160A-17. Continuing contracts.

A city is authorized to enter into continuing contracts, some portion or all of which are to be performed in ensuing fiscal years. Sufficient funds shall be appropriated to meet any amount to be paid under the contract in the fiscal year in which it is made, and in each ensuing fiscal year, the council shall appropriate sufficient funds to meet the amounts to be paid during the fiscal year under continuing contracts previously entered into. (1971, c. 698, s. 1.)

§ 160A-17.1. Grants from other governments.

(a) Federal and State. – The governing body of any city or county is hereby authorized to make contracts for and to accept grants-in-aid and loans from the federal and State governments and their agencies for constructing, expanding, maintaining, and operating any project or facility, or performing any function, which such city or county may be authorized by general law or local act to provide or perform.

In order to exercise the authority granted by this section, the governing body of any city or county may:

- (1) Enter into and carry out contracts with the State or federal government or any agency or institution thereof under which such government, agency, or institution grants financial or other assistance to the city or county;
- (2) Accept such assistance or funds as may be granted or loaned by the State or federal government with or without such a contract;
- (3) Agree to and comply with any lawful and reasonable conditions which are imposed upon such grants or loans;
- (3a) Agree to and comply with minimum minority business enterprise participation requirements established by the federal government and its agencies in projects financed by federal grants-in-aid or loans, by including such minimum requirements in the specifications for contracts to perform all or part of such projects and awarding bids pursuant to G.S. 143-129 and 143-131, if applicable, to the lowest responsible bidder or bidders meeting these and any other specifications.
- (4) Make expenditures from any funds so granted.

(b) Expired effective December 31, 2010. (1971, c. 896, s. 10; c. 937, ss. 1, 1.5; 1973, c. 426, s. 8; 1981, c. 827; 2007-91, s. 1.)

§ 160A-17.2. Security interests in United States Department of Agriculture loans.

(a) A county or municipality may pledge a security interest in an escrow account funded with loan proceeds, or a certificate of deposit, to secure repayment of the loan, only

if the loan is an interest-free loan agreement entered into with the United States Department of Agriculture or an authorized intermediary acting on behalf of the United States Department of Agriculture. Any such escrow account must be substantiated by a written escrow agreement, and the funds must be deposited in accordance with G.S. 159-30 and G.S. 159-31. Any certificate of deposit shall comply with the requirements of G.S. 159-30.

(b) An interest-free loan agreement entered into under this section is subject to approval by the Local Government Commission under Article 8 of Chapter 159 of the General Statutes, unless exempted in G.S. 159-148(b).

(c) No deficiency judgment may be rendered against any county or municipality in any action for breach of a contractual obligation authorized by this section. The taxing power of a county or municipality is not and may not be pledged directly or indirectly to secure any moneys due under a contract authorized by this section. (2015-207, s. 3.)

§ 160A-18. Certain deeds validated.

(a) All deeds made, executed, and delivered by any city before July 1, 1970, for a good and valuable consideration are hereby in all respects validated, ratified, and confirmed notwithstanding any lack of authority to make the deed or any irregularities in the procedures by which conveyance of the land or premises described therein was authorized by the city council.

(b) All conveyances and sales of any interest in real property by private sale, including conveyances in fee and releases of vested or contingent future interests, made by the governing body of any city, school district, or school administrative unit before July 1, 1970, are hereby validated, ratified, and confirmed notwithstanding the fact that such conveyances or releases were made by private sale and not after notice and public outcry.

(b1) All conveyances of any interest in real property by private sale, including conveyance in fee, made by the governing body of any county before January 1, 1977, are hereby validated, ratified, and confirmed notwithstanding the fact that such conveyances were made by private sale, without advertisement, and not after notice and public outcry.

(c) Nothing in this section shall affect any action or proceeding begun before January 1, 1977. (Ex. Sess. 1924, c. 95; 1951, c. 44; 1959, c. 487; 1971, c. 698, s. 1; 1977, c. 1103.)

§ 160A-19. Leases.

A city is authorized to lease as lessee, with or without option to purchase, any real or personal property for any authorized public purpose. A lease of personal property with an option to purchase is subject to Article 8 of Chapter 143 of the General Statutes. (1973, c. 426, s. 9.)

§ 160A-20. Security interests.

(a) Purchase. – A unit of local government may purchase, or finance or refinance the purchase of, real or personal property by installment contracts that create in some or all of the property purchased a security interest to secure payment of the purchase price to the seller or to an individual or entity advancing moneys or supplying financing for the purchase transaction.

(b) Improvements. – A unit of local government may finance or refinance the construction or repair of fixtures or improvements on real property by contracts that create

in some or all of the fixtures or improvements, or in all or some portion of the property on which the fixtures or improvements are located, or in both, a security interest to secure repayment of moneys advanced or made available for the construction or repair.

(c) **Accounts.** – A unit of local government may use escrow accounts in connection with the advance funding of transactions authorized by this section, whereby the proceeds of the advance funding are invested pending disbursement. A unit of local government may also use other accounts, such as debt service payment accounts and debt service reserve accounts, to facilitate transactions authorized by this section. To secure transactions authorized by this section, a unit of local government may also create security interests in these accounts.

(d) **Nonsubstitution.** – No contract entered into under this section may contain a nonsubstitution clause that restricts the right of a unit of local government to:

- (1) Continue to provide a service or activity; or
- (2) Replace or provide a substitute for any fixture, improvement, project, or property financed, refinanced, or purchased pursuant to the contract.

(e) **Oversight.** – A contract entered into under this section is subject to approval by the Local Government Commission under Article 8 of Chapter 159 of the General Statutes if it:

- (1) Meets the standards set out in G.S. 159-148(a)(1), 159-148(a)(2), and 159-148(a)(3), or involves the construction or repair of fixtures or improvements on real property; and
- (2) Is not exempted from the provisions of that Article by one of the exemptions contained in G.S. 159-148(b).

(e1) **Public Hospitals.** – A nonprofit entity operating or leasing a public hospital may enter into a contract pursuant to this section only if the nonprofit entity will have an ownership interest in the property being financed or refinanced, including a leasehold interest. The security interest granted in the property shall be only to the extent of the nonprofit entity's property interest. In addition, any contract entered into by a nonprofit entity operating or leasing a public hospital pursuant to this section is subject to the approval of the city, county, hospital district, or hospital authority that owns the hospital. Approval of the city, county, hospital district, or hospital authority may be withheld only under one or more of the following circumstances:

- (1) The contract would cause the city, county, hospital district, or hospital authority to breach or violate any covenant in an existing financing instrument entered into by the nonprofit entity.
- (2) The contract would restrict the ability of the city, county, hospital district, or hospital authority to incur anticipated bank-eligible indebtedness under federal tax laws.
- (3) The entering into of the contract would have a material, adverse impact on the credit ratings of the city, county, hospital district, or hospital authority or would otherwise materially interfere with an anticipated financing by the nonprofit entity.

(f) **Limit of Security.** – No deficiency judgment may be rendered against any unit of local government in any action for breach of a contractual obligation authorized by this

section. The taxing power of a unit of local government is not and may not be pledged directly or indirectly to secure any moneys due under a contract authorized by this section.

(g) Public Hearing. – Before entering into a contract under this section involving real property, a unit of local government shall hold a public hearing on the contract. A notice of the public hearing shall be published once at least 10 days before the date fixed for the hearing.

(h) Local Government Defined. – As used in this section, the term "unit of local government" means any of the following:

- (1) A county.
- (2) A city.
- (3) A water and sewer authority created under Article 1 of Chapter 162A of the General Statutes.
- (3a) A metropolitan sewerage district created under Article 5 of Chapter 162A of the General Statutes.
- (3b) A sanitary district created under Part 2 of Article 2 of Chapter 130A of the General Statutes.
- (3c) A county water and sewer district created under Article 6 of Chapter 162A of the General Statutes.
- (3d) A metropolitan water district created under Article 4 of Chapter 162A of the General Statutes.
- (3e) A metropolitan water and sewerage district created under Article 5A of Chapter 162A of the General Statutes.
- (4) An airport authority whose situs is entirely within a county that has (i) a population of over 120,000 according to the most recent federal decennial census and (ii) an area of less than 200 square miles.
- (5) An airport authority in a county in which there are two incorporated municipalities with a population of more than 65,000 according to the most recent federal decennial census.
- (5a) An airport board or commission authorized by agreement between two cities pursuant to G.S. 63-56, one of which is located partially but not wholly in the county in which the jointly owned airport is located, and where the board or commission provided water and wastewater services off the airport premises before January 1, 1995, except that the authority granted by this subdivision may be exercised by such a board or commission with respect to water and wastewater systems or improvements only.
- (5b) A local airport authority that was created pursuant to a local act of the General Assembly.
- (6) A local school administrative unit whose board of education is authorized to levy a school tax.
- (6a) Any other local school administrative unit, but only for the purpose of financing energy conservation measures acquired pursuant to Part 2 of Article 3B of Chapter 143 of the General Statutes.
- (6b) A community college, but only for the purpose of financing energy conservation measures acquired pursuant to Part 2 of Article 3B of Chapter 143 of the General Statutes.

- (7) An area mental health, developmental disabilities, and substance abuse authority, acting in accordance with G.S. 122C-147.
- (8) A consolidated city-county, as defined by G.S. 160B-2(1).
- (9) Repealed by Session Laws 2001-414, s. 52, effective September 14, 2001.
- (10) A regional natural gas district, as defined by Article 28 of this Chapter.
- (11) A regional public transportation authority or a regional transportation authority created pursuant to Article 26 or Article 27 of this Chapter.
- (12) A nonprofit corporation or association operating or leasing a public hospital as defined in G.S. 159-39.
- (13) A public health authority created under Part 1B of Article 2 of Chapter 130A of the General Statutes.
- (14) A special district created under Article 43 of Chapter 105 of the General Statutes.
- (15) A Ferry Transportation Authority created pursuant to Article 29 of this Chapter. (1979, c. 743; 1987 (Reg. Sess., 1988), c. 981, s. 1; 1989, c. 708; 1991, c. 741, s. 1; 1993 (Reg. Sess., 1994), c. 592, s. 2; 1995, c. 461, s. 6; 1995 (Reg. Sess., 1996), c. 644, s. 2; 1997-380, s. 3; 1997-426, s. 7; 1997-426, s. 7.1; 1998-70, s. 1; 1998-117, s. 1; 1999-386, ss. 1, 2; 2001-414, s. 52; 2002-161, s. 10; 2003-259, s. 1; 2003-388, s. 3; 2007-226, s. 1; 2007-229, s. 3; 2009-527, s. 2(g); 2015-207, s. 5(a); 2017-120, s. 4.)

§ 160A-20.1. Contracts with private entities; contractors must use E-Verify.

(a) Authority. – A city may contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the city is authorized by law to engage in. A city may not require a private contractor under this section to abide by any restriction that the city could not impose on all employers in the city, such as paying minimum wage or providing paid sick leave to its employees, as a condition of bidding on a contract.

(b) Repealed by Session Laws 2015-294, s. 1(b), effective October 1, 2015, and applicable to contracts entered into on or after that date. (1985, c. 271, s. 1; 2013-413, s. 5(d); 2013-418, s. 2(b); 2014-119, s. 13(a); 2015-294, s. 1(b); 2016-3, 2nd Ex. Sess., s. 2.3; 2017-4, s. 1.)

**TOWN OF SMITHFIELD
RESOLUTION No. 682 (10-2021)
ACCEPTING AMERICAN RESCUE PLAN ACT OF 2021 FUNDS**

WHEREAS, The American Rescue Plan Act (*a/k/a American Rescue Plan*) was signed into law on March 11, 2021; and

WHEREAS, the American Rescue Plan is to assist with the speeding up the recovery from the economic and health effects from the COVID-19 pandemic and ongoing recession; and

WHEREAS, part of the American Rescue Plan provides funding aid for local governments; and

WHEREAS, these funds for municipalities may be used to respond to public health emergencies with respect to COVID-19, provide premium pay to essential workers and investment in water and sewer infrastructure; and

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

- That Town of Smithfield does hereby authorize the acceptance of funds through the American Rescue Plan Act and acknowledges funds will be issued via the State of North Carolina.
- That the Smithfield Town Council delegates to its Town Manager, the responsibility to execute any necessary agreements required on behalf of the Council.
- That The Town of Smithfield will substantially comply with all laws, rules, and regulations, a pertaining thereto.

Adopted this the 6th day of July, 2021.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

(seal)



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:

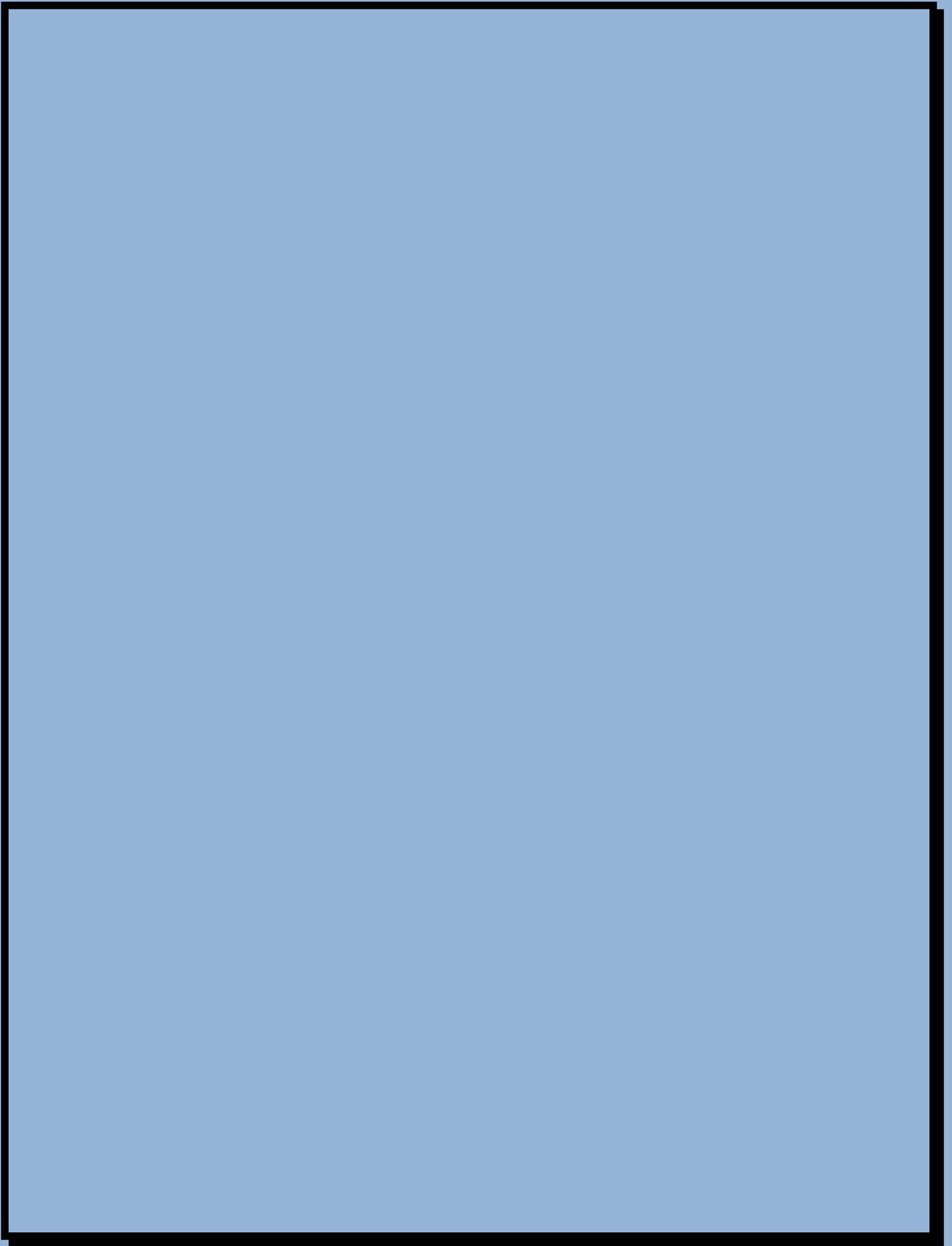
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Assistant Finance Director	Finance	10-10-4200-5100-0200
Crew Leader – Sanitation	PW – Sanitation	10-40-5800-5100-0200
Customer Service Representative	Electric	31-72-7230-5100-0200
Electric Line Technician	Electric	31-72-7230-5100-0200
Fire Chief	Fire	10-20-5300-5100-0200
Fire Inspector (Part-time – 2 positions)	Fire	10-20-5300-5100-0210
IT Support Specialist	General Government (3 funds)	10-10-4100-5100-0200
Water Plant Operator (2 positions)	PU – Water Plant	30-71-7200-5100-0200
Police Officer I (4 positions)	Police	10-20-5100-5100-0200
P/T Firefighter I (8 positions)	Fire	10-20-5300-5100-0200
Pump Station Mechanic	PU – Water/Sewer	30-71-7200-5100-0200
Sanitation Equipment Operator (3 positions)	Public Works	10-40-5800-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 2021-2022 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Firefighter I (2)	Fire	10-20-5300-5100-0200	\$16.76/hr. (\$36,603.84/yr.)
Police Officer II	Police	10-20-5100-5100-0200	\$19.52/hr. (\$43,646.72/yr.)
P/T Camp Instructor	P&R – Aquatics	10-60-6220-5100-0230	\$11.00/hr.
P/T Camp Instructor	P&R – Aquatics	10-60-6220-5100-0230	\$11.00/hr.
P/T Pool Instructor	P&R – Aquatics	10-60-6220-5100-0230	\$10.00/hr.
P/T General Staff (8)	P&R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.
P/T General Staff	PW - Sanitation	10-40-5800-5100-0200	\$9.00/hr.
P/T Pool Staff/Lifeguard (5)	P&R – Aquatics	10-60-6220-5100-0220	\$8.00/hr.
Public Works Superintendent	PW – Sanitation	10-40-5800-5100-0200	\$22.49/hr. (\$46,779.20/yr.)
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200	\$15.18/hr. (\$31,574.40/yr.)

Business Items





Request for Town Council Action

**Business
Agenda Item:** EDA Grant
Date: 07/06/2021

Subject: EDA Grant Application
Department: General Government/Utilities
Presented by: Town Manager Michael Scott, Ted Credle & Skip Greene
Presentation: Business Item

Issue Statement

The Town has an opportunity to leverage the jobs created by the Amazon Project with local match dollars to create an additional \$3.8 million in waste-water infrastructure in West Smithfield. The grant, from the Economic Development Administration (EDA) would require a \$760,000 match.

Financial Impact

\$760,000 expense for matching funds from the Water and Sewer Fund with a return of \$3.8 million in infrastructure

Action Needed

Approve Grant Application submittal

Recommendation

Approve grant application submittal.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Consent
Agenda
Item: EDA
Grant

POTENTIAL EDA GRANT APPLICATION

Background:

The American Recovery Act (ARA) appropriated \$3.3 billion to the Economic Development Administration (EDA), US Department of Commerce. EDA has been developing and soon will issue a Notice of Funding Opportunity (NOFO) on these funds which currently must be obligated by next summer with the majority of funds being used toward public infrastructure projects. Once the NOFO is issued, EDA will accept and process applications on a first come basis. EDA grants may fund up to 80% of a project with a minimum 20% local funding requirement.

Potential Identified Town of Smithfield EDA Project:

West Smithfield Sanitary Sewer Improvements

\$0.4 M	Survey, model & design
\$0.2 M	Wet well upsize
\$0.6 M	Improvements along US-70 and boring under US-70
\$2.6 M	Sewer line improvements along outfall

\$3.8 M Total project

The project essentially replaces the entire run of gravity sewer from the manhole along US-70 to lift station #3 and upgrades the lift station to handle increased flow from the west Smithfield area served by the transmission main that includes the Amazon development, the entire Opportunity Zone it is located in, as well as, residential development. An EDA application would request a \$3,040,000 grant along with the \$760,000 local match, totals \$3,800,000. Local funding has to be committed when the application is submitted. Local match dollars are available in the water and sewer capital project fund due to the County's recent committed funds for the Durwood Stephenson water line completion.



Request for Town Council Action

**Business
Agenda
Item:** CDBG
Update
Date: 07/06/2021

Subject: CDBG Housing Grant - Update
Department: General Government
Presented by: Grant Administrator Skip Greene
Presentation: Business Item

Issue Statement

The Town is the recipient of a \$750,000 Community Development Block Grant (CDBG) for housing rehabilitation in District 1. Skip Greene will provide an update on the status of grant implementation.

Financial Impact

None. The grant is up to \$750,000 with no matching funds required.

Action Needed

None.

Recommendation

Accept update and ask pertinent questions.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

**Consent
Agenda
Item: CDBG
Update**

The Town of Smithfield has received a Community Development Block Grant (CDBG) for \$750,000 to rehab privately owned, owner occupied homes in District 1. The grant process was slowed during the last 15 months due to Covid-19. Skip Greene is the approved grant administrator of this housing rehabilitation grant. He will update the Council regarding the status of these funds and the timeline to grant completion.



Request for Town Council Action

**Business
Item:** ANX-21-01
Date: 07/06/21

Subject: Contiguous Annexation Petition
Department: Planning & Administration
Presented by: Planning Director - Stephen Wensman
Presentation: Business Agenda Item

Issue Statement

ASP Smithfield LLC/SST Properties (Samet Properties) and FNL I Agouti JNX LLC (Amazon) have submitted a petition to voluntarily annex 193.027 acres to the Town of Smithfield. The previous petition was only submitted by ASP Smithfield LLC/SST and did not include FNL I Agouti JNX LLC, therefore it was insufficient.

Financial Impact

The annexation will encompass the Amazon development site (169.674 acres) and an additional 23.353-acre parcel. The Amazon site is expected to have a \$90 Million market value when constructed. Additional warehousing sites and the West Smithfield Business Park road are expected to be carved out of the 23.353-acre parcel.

Action Needed

The Town Council is asked adopt Resolution No. 683 (11-2021) directing the Town Clerk to investigate the sufficiency of the annexation petition.

Recommendation

Adopt Resolution No. 683 (11-2021)

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Annexation Petition
3. Annexation Survey
4. Resolution No. 683 (11-2021)



Staff Report

Business ANX-
Item 21-01

The Town of Smithfield received a corrected petition from ASP Smithfield LLC/SST Properties (Samet Properties) and FNLI Agouti JNX LLC (Amazon) to annex 193.027 acres to the west of the Westview Subdivision, beginning approximately 315 ft west of North Rogers Drive.

The annexation properties include the 169.674-acre Amazon site and an adjacent 23.353-acre site that will likely be developed into warehouse facilities and future West Smithfield Business Park road to provide access to the industrial properties. Both parcels have road frontage on US Highway 70 Business.

The applicant is requesting water and sewer services.

Per NCGS 160A-31 the Council must pass a resolution directing the Town Clerk to investigate the sufficiency of the petition.

160A-31 Contiguous Annexation by Petition

(c) Upon receipt of the petition, the municipal governing board shall cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation. For petitions received under subsection (b1) or (j) of this section, the clerk shall receive the evidence provided under subsection (l) of this section before certifying the sufficiency of the petition. Upon receipt of the certification, the municipal governing board shall fix a date for a public hearing on the question of annexation, and shall cause notice of the public hearing to be published once in a newspaper having general circulation in the municipality at least 10 days prior to the date of the public hearing; provided, if there be no such paper, the governing board shall have notices posted in three or more public places within the area to be annexed and three or more public places within the municipality.

(d) At the public hearing persons resident or owning property in the area described in the petition and persons resident or owning property in the municipality shall be given an opportunity to be heard. The governing board shall then determine whether the petition meets the requirements of this section. Upon a finding that the petition that was not submitted under subsection (b1) or (j) of this section meets the requirements of this section, the governing board shall have authority to pass an ordinance annexing the territory described in the petition. The governing board shall have authority to make the annexing ordinance effective immediately or on the June 30 after the date of the passage of the ordinance or the June 30 of the following year after the date of passage of the ordinance.



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

Annexation Petition
 Submittal Checklist

Please include all of the following (check off). If any information is missing from the application package, you will be asked to complete the application and re-submit the petition, so please check the list below carefully before you submit:

<input checked="" type="checkbox"/>	Electronic Word document of the written metes and bounds must be e-mailed to: Stephen.Wensman@smithfield-nc.com or Mark.Helmer@smithfield-nc.com .	
<input type="checkbox"/>	Boundary Survey to be recorded upon approval or an existing recorded plat showing the above written metes and bounds description of the property to be annexed. This document must be submitted electronically in .pdf format.	
<input type="checkbox"/>	Copy of Approved Preliminary Site Plan or Final Site Plan showing Town Permit number (Z-__-__, etc.) or	Copy of Subdivision Plat submitted for lot recording approval with Town file number (S-____-__, etc.)
<input checked="" type="checkbox"/>	Projected Market Value of Development at build-out (land and improvements).	
<input checked="" type="checkbox"/>	General Annexation Area Data: Linear feet of public streets, total annexation area acreage, number of proposed residential units or square footage of commercial space, type of utility connections involved, specific land uses proposed.	
<input checked="" type="checkbox"/>	This application form completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines.	
Required, but often missing information. Please make sure to include the following:		
<input checked="" type="checkbox"/>	Correct Parcel Identification Number(s) (PIN). Call Johnston County Geographic Information Services at 919-989-5153, if there is any question about the parcel identifier. This is very important. Please indicate if the property being requested for annexation is only a portion of an existing parcel.	
<input checked="" type="checkbox"/>	Owner's Signatures and Date of Signatures. See page 3 of this application. All real property owners must sign the application, and the <u>date of signature</u> MUST be filled in!	
<input type="checkbox"/>	Corporate Seal for property owned by a corporation.	
<input type="checkbox"/>	Rezoning Application , if the property is currently outside Town of Smithfield.	

Annexation Petition

Submittal Deadlines

Petitions for annexation are accepted by the Town of Smithfield Planning Department at any time. There is no fee required for submittal of an annexation petition. **The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the Town Clerk.**

(The Town of Smithfield reserves the right to make exceptions to this general processing schedule when necessary.)

Summary Information / Metes and Bounds Descriptions

Development Project Name Project XD				
Street Address 2095 W Market St				
Town of Smithfield Subdivision approval # (S- _____) or		Building Permit Transaction # _____ or		Site Plan approval # for multi-family (SP- _____)
Johnston County Property Identification Number(s) list below				
P.I.N. 15078011	P.I.N. 15078011G	P.I.N.		
P.I.N.	P.I.N.	P.I.N.		
Acreage of Annexation Site 193.027		Linear Feet of Public Streets within Annexation Boundaries +/- 530 lf		
Annexation site is requesting Town of Smithfield Water and/or Sewer				
Number of proposed dwelling units 0				
Type of Units:	Single Family 0 _____	Townhouse 0 _____	Condo 0 _____	Apartment 0 _____
Building Square Footage of Non-Residential Space +/- 830,000				
Specific proposed use (office, retail, warehouse, school, etc.) Distribution				
Projected market value at build-out (land and improvements) \$ \$90M				
Person to contact if there are questions about the petition Samet Properties				
Name Brian Hall				
Address 309 Gallimore Dairy Rd				
Phone 336-544-2643		Fax #		Email BHall@sametcorp.com

Annexation Petition

State of North Carolina, County of Johnston, Petition of Annexation of Property to the Town of Smithfield, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application respectfully request the annexation of said property to the Town of Smithfield, North Carolina. **The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Unified Development Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

<input checked="" type="checkbox"/>	Contiguous to the present corporate limits of the Town Of Smithfield, North Carolina, or
<input type="checkbox"/>	Not Contiguous to the municipal limits of the Town of Smithfield, North Carolina, not closer to the limits of any other municipality and is located within three miles of the municipal limits of the Town of Smithfield, North Carolina (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967)

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes **No**

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this 2nd day of June, 2021 by the owners of the property described in Section C.

Owner's Signature(s)

Signature [Signature] SST Properties Date 6/2/21

Signature [Signature] FNLI Agouti JNX LLC Date 6/15/2021

Signature _____ Date _____

Signature _____ Date _____

Corporate Seal

Print owner name(s) and information

Name FNLI AGOUTI JNX LLC Phone 212 798 6100
 Address 1345 Avenue of the Americas, 46th Floor, New York, NY 10105

Name SST Properties Phone 336-544-2600
 Address 309 Gallimore Dairy RD STE 102, Greensboro, NC 27409

Name _____ Phone _____
 Address _____

Name _____ Phone _____
 Address _____

Above signature(s) attested by [Signature] SST Properties As to FNLI Agouti JNX LLC: [Signature]

Received by the Town of Smithfield, North Carolina, this _____ day of _____, 20____, at a Council meeting duly held.

Signature of Town Clerk _____



RDU2 ANNEXATION - LAND DESCRIPTION

ALL OF LOTS 1 AND 2 AS SET FORTH ON THAT CERTAIN RECOMBINATION PLAT "RDU2", FOR SAMET CORPORATION, RECORDED ON APRIL 28, 2021 IN JOHNSTON COUNTY REGISTRY IN PB 93, PAGE 241.

ALSO DESCRIBED AS:

ALL THOSE CERTAIN PARCELS OF LAND LYING IN JOHNSTON COUNTY, NORTH CAROLINA ADJOINING THE NORTH SIDE OF WEST MARKET STREET (US HWY 70 BUSINESS), AND BEING WEST OF M DURWOOD STEPHENS HIGHWAY (NCSR 1923), SAID PROPERTY BEING A PORTION OF LANDS IN THE NAME OF ASP SMITHFIELD, LLC & SST PROPERTIES LLC AS RECORDED IN THE JOHNSTON COUNTY REGISTRY IN DEED BOOK 5875, PAGE 96 AND ALL OF THE PROPERTY IN THE NAME OF ASP SMITHFIELD, LLC & SST PROPERTIES, LLC AS DESCRIBED IN DB 5875 PG 91 AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN RIGHT OF WAY OF US HWY 70 BUSINESS AND IN THE SOUTHERN CORNER OF THE COMMON LINE OF LAND IN THE NAME OF NELL WOOD LEE AS RECORDED IN DB 3609 PG 832 AND LAND IN THE NAME OF ASP SMITHFIELD, LLC & SST PROPERTIES LLC AS RECORDED IN DB 5875 PG 77, SAID POINT BEING IN THE CENTERLINE OF A STREAM, AND RUNS;

THENCE, WITH LEE, ALONG A CREEK FOR THE FOLLOWING COURSES, N 07°34'49" E A DISTANCE OF 38.73' TO A POINT, AND RUNS;

THENCE, N 36°14'53" E A DISTANCE OF 16.77' TO A POINT, AND RUNS;

THENCE, N 17°46'03" E A DISTANCE OF 31.95' TO A POINT, AND RUNS;

THENCE, N 11°20'00" E A DISTANCE OF 53.07' TO A POINT, AND RUNS;

THENCE, N 62°17'44" E A DISTANCE OF 35.51' TO A POINT, AND RUNS;

THENCE, N 16°18'03" E A DISTANCE OF 45.51' TO A POINT, AND RUNS;

THENCE, N 68°24'38" E A DISTANCE OF 22.13' TO A POINT, AND RUNS;

THENCE, N 24°42'16" E A DISTANCE OF 15.29' TO AN EXISTING IRON PIPE, AND RUNS;

THENCE, N 02°07'47" W A DISTANCE OF 46.26' TO A POINT, AND RUNS;

THENCE, N 47°27'41" E A DISTANCE OF 21.96' TO A POINT, AND RUNS;

THENCE, N 03°00'56" W A DISTANCE OF 14.67' TO A POINT, AND RUNS;

THENCE, N 16°28'16" E A DISTANCE OF 50.37' TO A POINT, AND RUNS;
THENCE, N 40°39'15" E A DISTANCE OF 81.48' TO A POINT, AND RUNS;
THENCE, N 38°40'38" E A DISTANCE OF 48.59' TO A POINT, AND RUNS;
THENCE, N 36°24'47" E A DISTANCE OF 88.18' TO A POINT, AND RUNS;
THENCE, N 50°15'49" E A DISTANCE OF 25.85' TO AN EXISTING IRON PIPE (DISTURBED), AND RUNS;
THENCE, N 26°33'56" E A DISTANCE OF 43.04' TO A POINT, AND RUNS;
THENCE, N 04°46'03" E A DISTANCE OF 16.77' TO A POINT, AND RUNS;
THENCE, N 22°42'38" E A DISTANCE OF 42.17' TO A POINT, AND RUNS;
THENCE, N 26°42'10" E A DISTANCE OF 83.85' TO A POINT, AND RUNS;
THENCE, N 25°40'44" E A DISTANCE OF 94.07' TO A POINT, AND RUNS;
THENCE, N 16°40'31" E A DISTANCE OF 68.61' TO A POINT, AND RUNS;
THENCE, N 11°53'36" E A DISTANCE OF 43.49' TO A POINT, AND RUNS;
THENCE, N 03°26'38" W A DISTANCE OF 66.84' TO A POINT, AND RUNS;
THENCE, N 22°31'17" W A DISTANCE OF 14.50' TO A POINT, AND RUNS;
THENCE, N 11°52'48" W A DISTANCE OF 42.02' TO A POINT, AND RUNS;
THENCE, N 13°01'03" W A DISTANCE OF 56.05' TO A POINT, AND RUNS;
THENCE, N 09°41'04" W A DISTANCE OF 66.62' TO A POINT, AND RUNS;
THENCE, N 06°51'56" W A DISTANCE OF 63.97' TO A POINT, AND RUNS;
THENCE, N 29°35'36" W A DISTANCE OF 3.07' TO A POINT, AND RUNS;
THENCE, N 13°28'22" W A DISTANCE OF 62.12' TO A POINT, AND RUNS;
THENCE, N 17°42'52" W A DISTANCE OF 42.47' TO A POINT, AND RUNS;
THENCE, N 17°20'34" W A DISTANCE OF 38.01' TO A POINT, AND RUNS;
THENCE, N 30°01'11" W A DISTANCE OF 56.74' TO A POINT, AND RUNS;
THENCE, N 28°53'41" W A DISTANCE OF 22.37' TO A POINT, AND RUNS;
THENCE, N 36°36'06" W A DISTANCE OF 49.90' TO A POINT, AND RUNS;
THENCE, N 35°46'40" W A DISTANCE OF 72.63' TO A POINT, AND RUNS;
THENCE, N 30°19'44" W A DISTANCE OF 67.62' TO A POINT, AND RUNS;
THENCE, N 32°48'25" W A DISTANCE OF 48.90' TO A POINT, AND RUNS;
THENCE, N 31°22'56" W A DISTANCE OF 61.88' TO A POINT, AND RUNS;

THENCE, N 27°10'17" W A DISTANCE OF 57.59' TO A POINT, AND RUNS;

THENCE, N 25°42'32" W A DISTANCE OF 58.85' TO A POINT, AND RUNS;

THENCE, N 19°28'35" W A DISTANCE OF 60.49' TO A POINT, AND RUNS;

THENCE, N 18°13'31" W A DISTANCE OF 37.96' TO A POINT, AND RUNS;

THENCE, N 16°18'42" W A DISTANCE OF 26.37' TO A POINT, AND RUNS;

THENCE, N 08°39'31" W A DISTANCE OF 20.45' TO AN EXISTING IRON PIPE IN THE CORNER OF LAND IN THE NAME OF KIMBERLY GOWER JOHNSON AS RECORDED IN DEED BOOK 3628, PAGE 932, AND RUNS;

THENCE, WITH JOHNSON, N 12°27'05" E A DISTANCE OF 354.96' TO AN EXISTING IRON PIPE IN THE CORNER OF LAND IN THE NAME OF ANN U WOOD et al. AS RECORDED IN DEED BOOK 5007, PAGE 850, AND RUNS;

THENCE, WITH WOOD, S 88°41'47" E A DISTANCE OF 387.09' TO AN EXISTING IRON STAKE IN THE CORNER OF LAND IN THE NAME OF EULA MAE BELL LIFE ESTATE AS RECORDED IN DEED BOOK 3661, PAGE 954, AND RUNS;

THENCE, WITH TWO PARCELS IN THE NAME OF BELL, S 88°38'00" E A DISTANCE OF 1,200.90' TO AN EXISTING IRON PIPE IN THE CORNER OF LAND IN THE NAMES OF WILLIE CAROL DAVIS HEIRS, PARCEL ID: 15078023B, DEED BOOK AND PAGE UNKNOWN, AND WILBERT EDWARD McCLAMB AS RECORDED IN DEED BOOK 1047 PAGE 73, AND RUNS;

THENCE, WITH McCLAMB, S 88°40'53" E A DISTANCE OF 503.47' TO AN EXISTING IRON PIPE IN THE CORNER OF LAND IN THE NAME OF HEATH STREET #215 LMTD PRTRSH AS RECORDED IN DEED BOOK 1897 PAGE 945, AND RUNS;

THENCE, WITH HEATH STREET, S 86°28'17" E A DISTANCE OF 499.48' TO AN EXISTING IRON PIPE IN THE CORNER OF A SECOND PARCEL OF LAND IN THE NAME HEATH STREET #215 LMTD PRTRSH AS RECORDED IN DEED BOOK 1897 PAGE 945, AND RUNS;

THENCE, WITH HEATH STREET, S 00°17'44" W A DISTANCE OF 1,824.82' TO AN EXISTING IRON PIPE IN THE CORNER OF LAND IN THE NAME OF RUTH J LEE LIVING TRUST AS RECORDED IN DEED BOOK 5793 PAGE 535, AND RUNS;

THENCE, WITH RUTH J LEE LIVING TRUST FOR THE FOLLOWING 3 COURSES, S 01°43'58" W A DISTANCE OF 883.39' TO A POINT, AND RUNS;

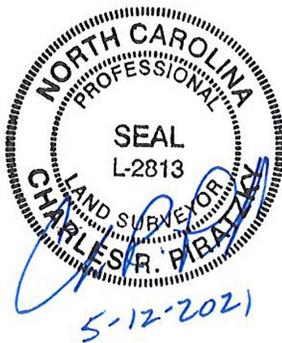
THENCE, N 89°00'24" W A DISTANCE OF 576.84' TO A POINT, AND RUNS;

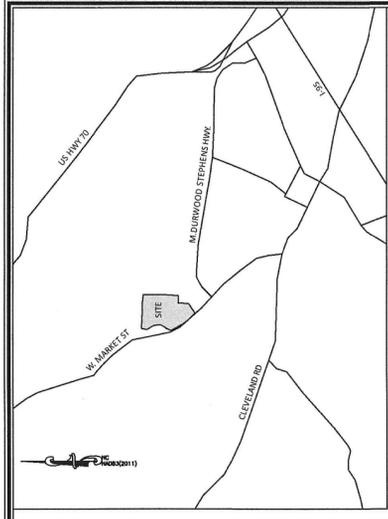
THENCE, S 02°01'53" W A DISTANCE OF 828.46' TO AN EXISTING IRON PIPE IN THE NORTHWEST CORNER OF LOT 9 OF THE WESTVIEW SUBDIVISION RECORDED IN PLAT BOOK 14 PAGE 119, AND RUNS;

THENCE, WITH THE WESTVIEW SUBDIVISION ALONG LOTS 9, 8, 7, 6, 5, 4 AND 1, S 55°49'06" W A DISTANCE OF 844.89' TO AN IRON PIPE SET IN THE NORTHERN RIGHT OF WAY OF WEST MARKET STREET, (US HIGHWAY 70 BUSINESS), AND RUNS;

THENCE WITH THE RIGHT OF WAY N 47°09'28" W A DISTANCE OF 294.14' TO AN IRON PIPE SET, AND RUNS;

THENCE, CONTINUING WITH THE RIGHT OF WAY, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 2,016.90', WITH A RADIUS OF 4,837.29', WITH A CHORD BEARING OF N 35°12'47" W, WITH A CHORD LENGTH OF 2,002.32', TO THE POINT AND PLACE OF BEGINNING AND HAVING AN AREA OF 193.027 ACRES 8,408,257 SQUARE FEET, TO BE THE SAME MORE OR LESS.

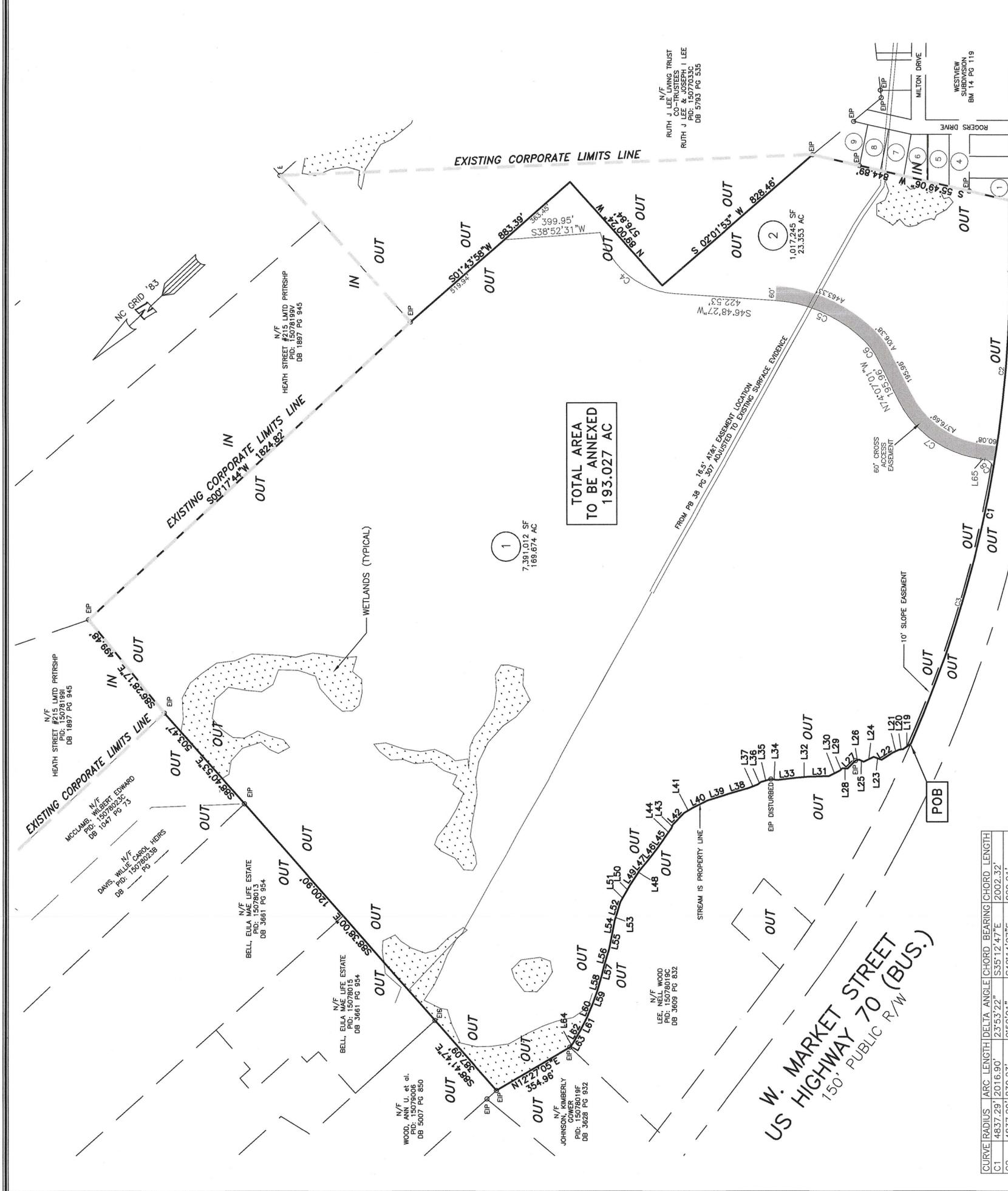




VICINITY MAP
NOT TO SCALE

- LEGEND**
- AIR CONDITIONER
 - BACKFLOW PREVENTER
 - CLEANOUT
 - EXISTING CONCRETE MONUMENT
 - EXISTING IRON STAKE
 - EXISTING IRON PIPE
 - EXISTING PK NAIL
 - ELECTRIC STUB
 - ELECTRIC SECTION
 - FIRE HYDRANT
 - FIBER OPTIC PEDESTAL
 - GUY
 - METER
 - INVERT
 - INVERT PIPE SET
 - LIGHT POLE
 - MAGNETIC NAIL SET
 - MANHOLE SANDING
 - SEWER
 - NEW DRILL HOLE
 - NEW IRON PIPE
 - NIP
 - OVERHEAD WIRES
 - POINT NOT SET
 - TOP OF CURB
 - TOP OF CURB
 - TELEPHONE PEDESTAL
 - UTILITY POLE
 - UTILITY POLE
 - WATER INLET
 - WATER VALVE
 - YARD INLET
 - INDUSTRIAL SURVEY
 - EASMENT
 - PROPERTY LINE - OLD
 - PROPERTY LINE - NEW
 - PROPERTY LINE - LIMITS
 - OUTSIDE TOWN LIMITS

LINE	BEARING	DISTANCE
L19	N 07°34'49"E	38.73'
L20	N36°14'53"E	16.77'
L21	N17°46'03"E	31.95'
L22	N11°20'00"E	53.07'
L23	N62°17'44"E	35.51'
L24	N16°18'03"E	45.51'
L25	N68°24'38"E	22.13'
L26	N24°42'16"E	15.29'
L27	N02°07'47"W	46.26'
L28	N47°27'41"E	21.96'
L29	N03°00'56"W	14.67'
L30	N16°28'16"E	50.37'
L31	N40°39'15"E	81.48'
L32	N38°40'38"E	48.59'
L33	N36°24'47"E	88.18'
L34	N50°15'49"E	25.85'
L35	N26°33'56"E	43.04'
L36	N04°46'03"E	16.77'
L37	N22°42'38"E	42.17'
L38	N26°42'10"E	83.85'
L39	N25°40'44"E	94.07'
L40	N16°40'31"E	68.61'
L41	N11°53'36"E	43.49'



ANNEXATION PLAT
RDU2
FOR
SAMET CORPORATION
SMITHFIELD TOWNSHIP, JOHNSON COUNTY, NORTH CAROLINA

Land Surveyors
3308-B Edgerfield Road
Greensboro, NC 27409
P.O. Box 9114558
WWW.SSMLANDS.COM
FROM LK-RC-2741

REFERENCES:
DB 5875 PG 96
DB 5875 PG 77
PB 93 PG 241

DATE DRAWN:	BY:	TC:	CK'D:	CRP:
05/19/2021				

REVISION

LOT	OWNER	ADJOINING PROPERTIES IN WESTVIEW SUBDIVISION
1	JOHNSON, JOSEPH D.	15093001
2	HEALING, CELIA B.	15093002
3	UNDERWOOD, DAVID LEE	15093003
4	UNDERWOOD, DAVID LEE et al.	15093004
5	BYRD, MARY S. LIFE ESTATE et al.	15093005
6	BEST, HELEN M.	15093006
7	BEST, HELEN M.	15093007
8	BEST, HELEN M.	15093008
9	BEST, HELEN M.	15093009

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD	BEARING	CHORD LENGTH
C1	4837.29'	2016.90'	23°53'22"	S35°12'47"E	2002.32'	
C2	4837.29'	1830.23'	9°50'01"	S42°14'27"E	829.21'	
C3	4837.29'	1186.67'	14°03'20"	S30°17'47"E	1183.69'	
C4	348.00'	426.15'	70°09'44"	N81°53'18"E	400.02'	
C5	586.00'	420.30'	41°05'40"	N67°21'16"E	411.35'	
C6	278.97'	87.55'	17°58'53"	S83°06'27"E	87.19'	
C7	448.00'	1434.95'	55°37'35"	N78°04'12"E	418.06'	
C8	401.00'	64.52'	92°25'09"	S83°32'01"E	57.75'	

PROFESSIONAL SEAL
NORTH CAROLINA
L-2876
S-12-2021

LOT	OWNER	ADJOINING PROPERTIES IN WESTVIEW SUBDIVISION
1	JOHNSON, JOSEPH D.	15093001
2	HEALING, CELIA B.	15093002
3	UNDERWOOD, DAVID LEE	15093003
4	UNDERWOOD, DAVID LEE et al.	15093004
5	BYRD, MARY S. LIFE ESTATE et al.	15093005
6	BEST, HELEN M.	15093006
7	BEST, HELEN M.	15093007
8	BEST, HELEN M.	15093008
9	BEST, HELEN M.	15093009

**TOWN OF SMITHFIELD
RESOLUTION NO. 683 (11-2021)
DIRECTING THE CLERK TO INVESTIGATE A PETITION
RECEIVED UNDER G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition was received on July 6, 2021 by the Smithfield Town Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Smithfield deems it advisable to proceed in response to this request for annexation:

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

The Town Clerk is hereby directed to investigate the sufficiency of the attached petition and to certify as soon as possible to the Town Council the result of her investigation

Adopted this the 6th day of July 2021

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Business **Acceptance**
Agenda **of Sewer**
Item: **Grant**
Date: 07/06/2021

Subject: Acceptance of NCDEQ AIA Grant Award

Department: Public Utilities

Presented by: Public Utilities Director - Ted Credle

Presentation: Business Item

Issue Statement

The Council is asked to approve a resolution, accepting the North Carolina Division of Environmental Quality (NCDEQ) Clean Water State Revolving Fund (CWSRF) Asset Inventory and Assessment (AIA) grant of \$150,000. A 15% match and grant fee is required of the Town totaling \$24,750.

Financial Impact

Match and fee amounts totaling \$24,750 with revenues of \$150,000

Action Needed

Approve Resolution No. 684 (12-2021) to accept the AIA grant, approve the appropriation of funds, approve the transfer of funds, and authorize the Town Manager to execute the related contracts, not to exceed the project budget of \$165,000.

Recommendation

Staff recommends Council to approve Resolution No. 684 (12-2021), approve the monetary transfers, and authorize the Town manager, as stated, above.

Approved: Town Manager Town Attorney

Attachments:

1. Proposed Resolution No. 684 (12-2021)
2. Copy of intent to Award Letter from the NCDEQ
3. Scoping Letter, presented to NCDEQ, defining scope & schedule of project (Separate attachment)
4. Grant Offer from the NCDEQ



Staff Report

Business Agenda Item: Acceptance of Sewer Grant

As part of the approved Capital Improvement Plan for the Town of Smithfield, a project titled "Digitized Mapping" was approved as part of the Water/Sewer Fund budget for the current fiscal year. One aspect of this project is to physically locate and assess the Town's Utility Infrastructure. This location & assessment will be incorporated into the Town's official Map.

To assist in this endeavor, the Town applied for the North Carolina Division of Environmental Quality (NCDEQ) Clean Water State Revolving Fund (CWSRF) Asset Inventory and Assessment (AIA) grant September 2020. In May 2021, we received word that the Town of Smithfield was selected and our application was approved. This approval means the Town will receive funds of \$150,000 to carry out Asset Inventory and Assessment for the sewer infrastructure in the Town.

Per the application, the NCDEQ asked for a scoping document to outline both the intent and the schedule of the project. This was provided to the NCDEQ and is attached, herein.

As part of the approved selection process, the Town must pass a resolution by the governing body, accepting the grant offer. This acceptance implies the Town will use the funds for the purposes outlined in the scoping document.

Lastly, to execute this project, staff is asking the Council to authorize the Town Manager to execute all contracts with selected contractors, to perform the work intended by the project scope, not to exceed the project limit of \$172,500.

The transfer of funds from the sources to create the new "AIA Sewer" project:

<i>Project</i>	Current Budget	Inc./Dec.	Revised Budget
AIA Sewer Project	\$0	\$172,500	\$172,500
Digitized Mapping	\$30,000	(\$24,750)	\$5,250
AIA Sewer Inventory Grant		(\$150,000)	

**TOWN OF SMITHFIELD
RESOLUTION NO. 684 (12-2021)
BY THE TOWN COUNCIL TO ACCEPT THE NORTH CAROLINA DEPARTMENT
OF ENVIRONMENTAL QUALITY ASSET INVENTORY AND ASSESSMENT GRANT**

WHEREAS, the North Carolina General Statutes Chapter 159G has created Asset Inventory and Assessment grants to assist eligible units of government with meeting their water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$ 150,000.00 to perform asset inventory and assessment work, and

WHEREAS, the Town of Smithfield intends to perform said project in accordance with the agreed scope of work,

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

That Town of Smithfield does hereby accept the State Reserve Grant offer of \$ 150,000.00.

That the Town Council does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Michael L. Scott, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 6th day of July, 2021 at the Town Hall Council Chambers in Smithfield, North Carolina.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

Date

ROY COOPER

Governor

DIONNE DELLI-GATTI

Secretary

JON RISGAARD

Acting Director



NORTH CAROLINA
Environmental Quality

May 20, 2021

Mr. Michael Scott, Town Manager
Town of Smithfield
PO Box 761
Smithfield, NC 27577

SUBJECT: Offer and Acceptance for a State Grant
Project No. E-AIA-W-21-0231
Asset Inventory and Assessment

Dear Mr. Scott:

The Town of Smithfield has been approved for an Asset Inventory and Assessment Grant from the Water Infrastructure Fund in the amount of \$150,000.00.

Enclosed are two (2) copies of an Offer and Acceptance Document extending a State Grant in the amount of \$150,000.00. This offer is made subject to the conditions set forth in the Offer and Acceptance Document. Please submit the following items to the Division of Water Infrastructure, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 within forty-five (45) days of receipt.

1. A resolution adopted by the governing body accepting the grant offer and making the applicable assurances contained therein. (Sample copy attached)
2. One (1) copy of the original Offer and Acceptance Document executed by the authorized representative for the project. Retain the other copy for your files.

All work associated with the AIA project must be completed within 24 months of the date of this letter. The documentation described in the standard conditions of the grant offer should be submitted to this office within 24 months, as well. Any work performed prior to the date of the Letter of Intent to Fund may not be eligible for reimbursement.



Mr. Michael Scott, Town Manager

May 20, 2021

Page 2

In addition, the enclosed pay request form must be used for all reimbursement requests. You may make additional copies as needed. Also, enclosed is a memorandum requesting your Federal Identification Number. Please note that your project will be audited in accordance with the General Statutes.

On behalf of the Department of Environmental Quality, I am pleased to make this offer of State Grant funds made available by North Carolina Water Infrastructure Fund.

Sincerely,



Jon Risgaard, Acting Director
Division of Water Infrastructure, NCDEQ

Enclosures:

Grant Offer and Acceptance Document (2 copies)

Reimbursement Request form

Fed ID Request Form

Resolution to accept Grant Offer (suggested format)

Grant Fee Invoice

cc: Mr. Carl W. Scharfe, PE, The Wooten Company, Raleigh
AIA



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Project Number:

E-AIA-W-21-0231

Town of Smithfield
PO Box 761
Smithfield, NC 27577

Drinking Water	<input type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Wastewater	<input checked="" type="checkbox"/>			
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Emergency Loan (SEL)	<input type="checkbox"/>			
Asset Inventory & Assessment Grant (AIA)	<input checked="" type="checkbox"/>			150,000.00
Merger/Regionalization Feasibility Grant (MRF)	<input type="checkbox"/>			

Project Description:

Asset Inventory Assessment Study

Total Financial Assistance Offer: **\$ 150,000**

Match Percentage 15% **\$ 22,500**

Grant Fee* (1.5 %): **\$ 2,250**

**Grant fee calculated based on grant amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under State law,
- The project is eligible under State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Jon Risgaard, Acting Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

<i>jon risgaard</i> Signature	5/20/2021 Date
----------------------------------	-------------------

On Behalf of:

Name of Representative in Resolution: _____

Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature	94	Date
-----------	----	------

STANDARD CONDITIONS FOR ASSET INVENTORY AND ASSESSMENT GRANTS

1. The recipient acknowledges that no disbursements will be made until the grant fee has been received by the Division of Water Infrastructure.
2. The recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
3. The required grant match must be documented to receive the full amount of this financial assistance offer. The grant match is a percentage of the financial assistance offer amount.
4. All funds provided pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The recipient will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the grant recipient is expected to uphold its contract obligations regarding timely payment.
5. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and subject to the recipient's compliance with the conditions of this grant. Requests for reimbursement must be made using the Division of Water Infrastructure's reimbursement form.
6. The recipient must provide a digital copy of the Asset Inventory and Assessment products in a universally readable format.
7. The recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
8. The recipient must provide approved minutes or a resolution confirming the completed Asset Inventory and Assessment work has been presented to the recipient's governing board.
9. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition Nos. 6, 7, and 8. After receipt of this documentation, final payment will be made once it is requested.



Request for Town Council Action

**Business
Agenda
Item:** Award
Contract
Date: 07/06/2021

Subject: Award of Contract for Phase 2 of the 16" Water Line on Durwood Stephenson Highway

Department: Public Utilities

Presented by: Public Utilities Director - Ted Credle

Presentation: Business Item

Issue Statement

The potable water distribution system in Town requires a secondary water connection across the river, into west Smithfield. This capital project was approved as part of the updated Capital Improvement Plan. Phase 2 of this project will construct a 16" line paralleling the bridge, along Durwood Stephenson highway, completing the connection across the Neuse River.

Financial Impact

The funds to pay for this will be predominately provided by Johnston County who has agreed to fund the construction of this phase in the amount of \$1,573,340 as a reimbursable grant. Any balance of the project costs will be taken from the existing, approved funds in the Capital Projects line item: 45-71-7220-5700-7422 – which has ample funds to complete construction, testing & certification.

Action Needed

Approve the Award of Contract to the low bidder (Sandy's Hauling & Backhoe) and authorize the Town Manager to execute project related contracts and the acceptance of grant funds from Johnston County.

Recommendation

Staff recommends the approval of the proposed low-bid Contractor and the authorization of the Town Manager to execute project-related contracts.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proposed Low Bid
3. Bid Tab



Staff Report

**Business
Agenda
Item: Award of
Contract**

The Durwood Stephenson Highway Water Line – Phase 2 is the construction of a 16” water line along the northern right-of-way of Durwood Stephenson highway, which will connect the water system between Wilson’s Mills Road and Buffalo Road.

Bids were received on May 13, 2021 to construct the water line, per the approved plans. The low bidder was Sandy’s Hauling & Backhoe in the amount of \$1,573,340.00

To execute this project, staff is asking the Council to authorize the Town Manager to execute any contracts with selected contractors, to perform the work intended by the project scope, not to exceed the project budget limit of \$1,750,000.00

Based on the bids and proposals the Town has already received, the budget for the “Durwood Stephenson Highway Water Line – Phase 2” project is:

<i>Project</i>	Current Budget		Budget Total
Construction Contract	\$ 1,573,340.00		\$ 1,573,340.00
Engineering Design Services (unpaid)	\$ 17,500.00		\$ 1,590,840.00
Construction Observation/Inspections*	\$ 36,000.00		\$ 1,626,840.00
Contingency (6%)	\$ 97,610.00		\$ 1,724,450.00

*Line item based on Phase 1 pricing. The actual contracted cost may be lower, as the time for construction of Phase 2 is shorter than Phase 1.

BID TABULATION
M. DURWOOD STEPHENSON WATER LINE PHASE 2 DESIGN
TOWN OF SMITHFIELD, NORTH CAROLINA
TWC PROJECT No. 2698-CA

BID DATE/TIME: Thursday, May 13, 2021 @ 2:00

CONTRACTORS	LICENSE NO.	CLASS	BID BOND	ADD. NO. 1	ADD. NO. 2	ADD. NO. 3	BASE BID	ALTERNATE	REMARKS
Sanford Contractors, Inc. 628 Rocky Fork Church Rd. Sanford, NC 27330	6301	UL:UC	✓	✓	✓	✓	\$ 1,953,744.00	No Bid	
TB Landmark Construction 11220 New Belin Road Jacksonville, FL 32226	74098	UL:PU	✓	✓	✓	✓	\$ 1,848,168.00	\$ 2,061,650.00	
Sandy's Hauling & Backhoe Service Inc. 5677 S Salemburg Hwy Roseboro, NC 28382	64254	UL:PU	✓	✓	✓	✓	\$ 1,573,340.00	No Bid	Apparent Low Bid

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 13th day of May 2021, at the Town Operations Center at 230 Hospital Road, Smithfield, N.C., and that all said bids were accompanied by either a certified check or bidder's bond except as otherwise noted.

THE WOOTEN COMPANY
 120 N. Boylan Avenue
 Raleigh, NC 27603
 License No. F-0115



David G. Malinauskas 5/17/21

David G. Malinauskas, P.E.

BID FORM

PROJECT: M. Durwood Stephenson Water Line Phase 2 Design

CONTRACT: 2698-CA

BID FROM: Sandy's Hauling & Backhoe Service, Inc.

TABLE OF ARTICLES

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Article 6 – Time of Completion	5
Article 7 – Attachments to this Bid	5
Article 8 – Defined Terms	7
Article 9 – Bid Submittal	7

ARTICLE 1 BID RECIPIENT

1.01 This Bid is Submitted To:

Town of Smithfield
350 East Market Street
PO Box 761
Smithfield, North Carolina 27577

1.02 Undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform the Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addenda 1, 2, and 3

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to federal, state and local Laws and Regulations that may affect cost, progress, and performance, of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, that have been identified in SC-4.06 as containing reliable "technical data".
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 BIDDER'S CERTIFICATION

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
- A. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below.

BASE BID SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1	16" PVC C900 with Joint Restraint and Fittings	LF	516	\$265.00	\$136,740.00
2	16" Fusible PVC C900 Horizontal Directional Drill Water Main and Fittings Station 04+37 to Station 34+63	LS	1	\$1,402,400.00	\$1,402,400.00
3	Connect to Existing Water Main	EA	2	\$5,600.00	\$11,200.00
4	Erosion and Sediment Control	LS	1	\$12,000.00	\$12,000.00
5	Fire Hydrant Assembly	EA	1	\$8,500.00	\$8,500.00
6	Testing Allowance	LS	1	\$2,500	\$2,500

Total Bid Prices (Items 1-6) \$ 1,573,340.00

THIS AREA INTENTIONALLY LEFT BANK

- B. For the following Alternate as specified in Section 01230, Alternates, selected by the Owner for inclusion in the Project as follows:

ALTERNATE BID SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1	16" PVC C900 and Fittings	LF	1,354		
2	16" PVC C900 with Joint Restraint and Fittings	LF	726		
3	16" Fusible PVC C900 Horizontal Directional Drill Water Main and Fittings (Sta. 4+37 to 10+04)	LS	1		
4	16" Fusible PVC C900 Horizontal Directional Drill Water Main and Fittings (Sta. 25+68 to 34+63)	LS	1		
5	Air Release Valve	EA	1		
6	Connect to Existing Water Main	EA	2		
7	Erosion and Sediment Control	LS	1		
8	Clearing and Grubbing	LS	1		
9	Undercut of Unstable Soil	CY	500		
10	Fire Hydrant Assembly	EA	1		
11	Anti-Seep Collars	EA	10		
12	Testing Allowance	LS	1	\$2,500	\$2,500

Total Alternate (Items 1-12) \$ _____

- C. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.
- D. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.07 of the General Conditions.

ARTICLE 6 TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid. Failure to provide the documentation with the bid may be grounds for rejection of the bid.
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided).

- B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.
 - 1. Identification of Minority Business Participation.
 - 2. Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce.
- C. In accordance with GS 64-26(a), Bidders shall submit the E-Verify Affidavit to document that the work authorization of their employees has been verified through E-Verify. The Affidavit shall also document that the Bidders subcontractors comply with E-Verify.
- D. A tabulation of Subcontractors required to be identified in the Bid.

7.02 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

- A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or
- B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

7.03 In accordance with GS 143-128 the Single Prime Contractor must identify the Contractors, if any, selected for the following subdivision of work:

- A. General Construction

Name: None - we will self perform

Address: _____

N.C. License No.: _____

7.04 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

ARTICLE 8 DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 BID SUBMITTAL

9.01 Contractor's License

- A. Number: 64254
- B. Classification: PU (Water Line & Sewer Lines)
- C. Limitation: Unlimited

Employer's Tax ID No.: 56-2073069

Business Address

P.O. Box 1156
Roseboro, NC 28382

Phone No.: 910-525-4262

Fax No.: 910-525-4452

E-Mail Address: asandy@shbsinc.com

9.02 This Bid Submitted by:

An Individual

Name: _____
(Type or print)

By: _____
(Individual's Signature)

Doing Business As: _____
(Type or print)

A Partnership

Partnership Name: _____

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: _____

By: _____
(Signature of general partner, attach evidence of authority to sign)

Name: _____
(Type or print)

Title: _____
(Type or print)

Attest: _____
(Signature of Corporate Secretary)

A Corporation

Corporation Name: Sandy's Hauling & Backhoe Service, Inc.

State of Incorporation: North Carolina

Type (General Business, Profession, Service, Limited Liability):
Service

By: _____
(Signature, attach evidence of authority to sign)

Name: Arnold Sandy
(Type or print)

Title: President
(Type or print)

Attest: _____ Carolyn Sandy Corporate Seal
(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is 12-1-11-997

Name of LLC: _____

Name of State under whose Laws the Limited Liability Company
was formed: _____

By: _____
(Signature of Manager)

Name: _____
(Type or print)

Title: _____
(Type or print)

END OF DOCUMENT

SECTION 00414

PROPOSED LIST OF SUBCONTRACTORS

PART 1 GENERAL

1.1 SCOPE

- A. The Contractor, shall attach the Proposed List of Subcontractors with the Bid Form to indicate the selected subcontractors for each subcontract greater than \$10,000 in contract value.

PART 2 PRODUCTS

not used

PART 3 EXECUTION

not used

END OF SECTION

**M. Durwood Stephenson Water Line Phase 2 Design
Smithfield, NC**

Proposed List of Subcontractors

Name of Subcontractor	Scope of Work
None	

Respectfully submitted:

(Type or Print Name)

Arnold Sandy

(Signature)



(Title)

License Number: 64254

Date: 05-13-2021

(SEAL - if bid is by a Corporation)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Sandy's Hauling & Backhoe Service, Inc.
PO Box 1156
Roseboro, NC 28382

SURETY (Name and Address of Principal Place of Business):

SureTec Insurance Company
2100 CityWest Blvd, Suite 1300
Houston, TX 77042

OWNER (Name and Address):

Town of Smithfield
350 East Market Street
Smithfield, North Carolina 27577

BID

Bid Due Date: May 13, 2021
Description : M. Durwood Stephenson Water Line Phase 2 Design

BOND

Bond Number: TBD
Date (Not earlier than Bid due date): TBD
Penal sum Five percent of bid amount----- \$ 5% of bid amount
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Sandy's Hauling & Backhoe Service, Inc. (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

Arnold Sandy
Print Name

President
Title

Attest: [Signature]
Signature

Corp. Secretary
Title

SURETY

SureTec Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Lisa R. Scotto
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Sr. Commercial Account Manager
Title

Note: Above addresses are to be used for giving required notice.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melanie Airington, John L. Cramer, Heidi M. O'Connor, Dan Sanderson,
Lisa R. Scotto, Kurt Sokolowski, Diane A. Hobbs, Lori F. Hamlet

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 10th day of December, A.D. 2019.

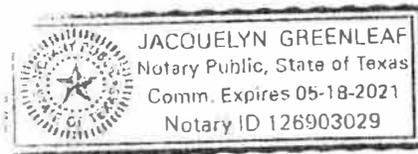
SURETEC INSURANCE COMPANY

By: 
John Knox Jr., CEO

State of Texas ss:
County of Harris



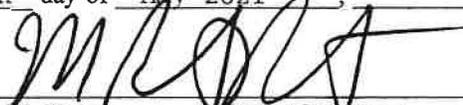
On this 10th day of December, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13th day of May 2021, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

STATE OF NORTH CAROLINA

AFFIDAVIT

Sampson
COUNTY OR MUNICIPALITY

I, Arnold Sandy (the individual attesting below), being duly authorized by and on behalf of Sandy's Hauling & Backhoe Service (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO ✓
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 13th day of May, 2021.

[Signature]
Signature of Affiant

Print or Type Name: Arnold Sandy

State of North Carolina County of Sampson

Signed and sworn to (or affirmed) before me, this the 13th day of May, 2021

My Commission Expires:
April 22, 2023

[Signature]
Notary Public

(Affix Official / Notarial Seal)



State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Sampson

(Name of Bidder)

Affidavit of Sandy's Hauling & Backhoe Service, Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 05-13-2021 Name of Authorized Officer: Arnold Sandy

Signature: _____

Title: President



State of North Carolina, County of Sampson
Subscribed and sworn to before me this 13th day of May 2021
Notary Public _____
My commission expires April 22, 2023

346 5078

**ARTICLES OF INCORPORATION
OF
SANDY'S HAULING & BACKHOE SERVICE, INC.**

The undersigned hereby submits these Articles of Incorporation for the purpose of forming a business corporation under the laws of the State of North Carolina:

1. The name of the corporation is **SANDY'S HAULING & BACKHOE SERVICE, INC.**

2. The number of shares the corporation is authorized to issue is one hundred thousand (100,000) divided into classes and series as follows:

<u>Class</u>	<u>Series</u>	<u>Number of Shares</u>
Common	A	100,000

3. The address of the initial registered office of the corporation in the State of North Carolina is P. O. Box 1156, 208 West Clinton Street, Roseboro, Sampson County, North Carolina 28382, and the name of its initial registered agent at such address is **ARNOLD HERRING SANDY.**

4. The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
ARNOLD HERRING SANDY	208 West Clinton Street P. O. Box 1156 Roseboro, N. C. 28382

5. The directors of the corporation shall be elected or appointed in the manner and for the terms provided for in the Bylaws.

6. Except as otherwise provided in the North Carolina Business Corporation Act of 1990, the Board of Directors

of the Corporation shall have the power, without the assent or vote of the Shareholders, to adopt, amend, or repeal the Bylaws of the Corporation

7. No person who is serving or who has served as a director of the Corporation shall be personally liable to the Corporation or any of its shareholders for monetary damages for breach of duty as a director, except for liability with respect to (i) acts or omissions that the director at the time of such breach knew or believed were clearly in conflict with the best interests of the corporation, (ii) any transaction from which the director derived an improper personal benefit, (iii) acts or omissions occurring prior to the effective date of this article or (iv) acts or omissions with respect to which the North Carolina Business Corporation Act does not permit the limitation of liability. As used herein, the term "improper personal benefit" does not include a director's reasonable compensation or other reasonable incidental benefit for or on account of his service as a director, officer, employee, independent contractor, attorney, or consultant of the corporation. No amendment or repeal of this article, nor the adoption of any provision to these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal, or adoption.
8. The corporation elects to have preemptive rights.

9. The provisions of the North Carolina Business Corporation Act entitled "The North Carolina Shareholder Protection Act" and "The North Carolina Control Share Acquisition Act" shall not be applicable to the Corporation.
10. All Shareholders of the Corporation are entitled to cumulate their votes for Directors.
11. These articles will become effective at the exact time when they are filed with the North Carolina Secretary of State.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation, this the 11th day of December, 1997.

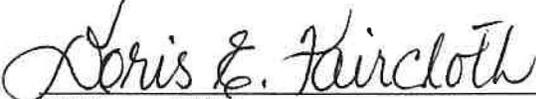


ARNOLD HERRING SANDY, INCORPORATOR

NORTH CAROLINA
 SAMPSON COUNTY

I, Noris E. Kircloth, Notary Public, do hereby certify that **ARNOLD HERRING SANDY** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed Articles of Incorporation.

WITNESS my hand and notarial seal, this the 11th day of December, 1997.



 NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-16-2000



License Year

2021

License No.

64254

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Sandy's Hauling & Backhoe Service, Inc.
Roseboro, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: PU(Water Lines & Sewer Lines)

until

December 31, 2021

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2021

This certificate may not be altered.



J. E. Remington
Chairman

C. Hank Wiener
Secretary-Treasurer



Request for Town Council Action

Business Item:	2021-22 Municipal Elections
Date:	07/06/2021

Subject: Upcoming Municipal Elections
Department: General Government
Presented by: Town Manager – Michael Scott
Presentation: Business Item

Issue Statement

Due to the late receipt of the 2020 Census information, the NC General Assembly adjusted the voting deadlines for Municipal District Elections. Since the Mayoral Election is At-Large, the Council must decide to hold the Mayoral Election on the same timeline as District Elections or remain on the same schedule as historically evident.

Financial Impact

If separate elections are held for the Mayor and the District Elections, an additional election cost will occur, estimated at \$8,200.

Action Needed

Approve Election Schedule for upcoming Mayoral Election.

Recommendation

Staff recommends holding the Mayoral Election on March 8, 2022, at the same time as District Seats.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Senate Bill 722



Staff Report

**Business
Agenda
Item:**

Municipal
Elections

The North Carolina General Assembly has provided guidance in SB-722 as to the upcoming Municipal Elections. NC Statute was in conflict with the timing of the release of the 2020 US Census. For communities with District Elections, like Smithfield, Towns are required to review and redistrict as necessary based on new Census information. Unfortunately, the 2020 Census is not scheduled for release until September of 2021, not allowing for sufficient time to review the redistricting requirement and hold the Municipal District Elections at their previously scheduled time of November 2, 2021.

SB-722 created an election date of March 8, 2022 for District Seats. However, since the Mayoral Election is At-Large, the Town has the authority to either hold the Mayoral Election on March 8th with the District Elections or hold a separate election for Mayor on the originally scheduled date of November 2, 2021.

A separate Mayoral Election would not be cost effective and would be outside the budgeted amount for the upcoming elections. It may also confuse voters not realizing that separate elections are being held, as historically the Mayoral Election and District Elections have taken place at the same time.

As to filing periods for the March 8, 2022 election, the period will vary depending on the time needed for the Council to review and complete the redistricting requirement. If the Council can complete the redistricting process by November 17, 2021, then the filing period will be from noon, December 6, 2021 to noon December 17, 2021.

If the Council needs additional time to complete the redistricting requirement, the Council must complete the process by December 17, 2021 creating a filing period beginning at noon January 3, 2022 and ending at noon January 7, 2022.

Staff recommends holding the Mayoral Election on March 8, 2022, the same as the District Seats of Smithfield.

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021**

**SESSION LAW 2021-56
SENATE BILL 722**

AN ACT TO REQUIRE THAT ELECTIONS IN LOCAL GOVERNMENTS WITH ONE OR MORE OFFICES UP FOR ELECTION IN 2021 WHERE THE CANDIDATE FOR THAT OFFICE IS ELECTED BY DISTRICT SHALL BE DELAYED UNTIL 2022; TO REQUIRE LOCAL GOVERNMENTS WITH DELAYED 2021 ELECTIONS TO REVIEW AND REVISE THOSE ELECTORAL DISTRICTS FOLLOWING THE RELEASE OF THE 2020 U.S. CENSUS DATA; TO PROVIDE THAT REGULAR MUNICIPAL ELECTIONS IN THE CITY OF RALEIGH SHALL BE HELD IN EVEN-NUMBERED YEARS; AND TO ALLOW RESOLUTIONS REDISTRICTING COUNTY ELECTORAL DISTRICTS TO BECOME EFFECTIVE UPON ADOPTION FOR THE 2022 ELECTIONS.

The General Assembly of North Carolina enacts:

SECTION 1.(a) Delay of Certain 2021 Municipal Elections. – Notwithstanding Articles 23 and 24 of Chapter 163 of the General Statutes and any local act of the General Assembly, the regular 2021 elections in any municipality where there is an election of municipal officers scheduled for 2021 and where less than the entire jurisdiction is eligible to vote for candidates for one or more offices on the 2021 ballot shall be delayed until 2022 in accordance with this act. The terms of office of the Mayor and any council member serving on the effective date of this act in a municipality with elections delayed in accordance with this act shall be extended until a successor is chosen, qualified, and sworn into office in 2022.

SECTION 1.(b) Revision of Districts After Release of 2020 Census Data. – G.S. 160A-23.1, and any resolution adopted under that statute, shall not apply with respect to any election delayed to 2022 in accordance with this act. Notwithstanding G.S. 160A-23.1, upon the release of the 2020 Census data by the U.S. Census Bureau, each municipality with elections delayed in accordance with this act shall review and revise its electoral districts in accordance with State and federal law on or before the date provided in Section 1(c) of this act. In revising the electoral districts, the municipality with elections delayed in accordance with this act may seek and provide an opportunity for public input prior to the release of the 2020 Census data. In addition, the municipality with elections delayed in accordance with this act shall provide an opportunity for public input after the release of the 2020 Census data and shall conduct at least one public hearing prior to adopting revised districts.

SECTION 1.(c) Filing Period for Delayed 2021 Municipal Elections. – The form of the notice of candidacy shall be as provided in Article 23 or 24 of Chapter 163 of the General Statutes for the method of election for that municipality. No later than November 12, 2021, each municipality with an election delayed to 2022 in accordance with this act shall notify the appropriate county board or boards of elections with jurisdiction over that municipality's election contests whether the municipality will be able to provide electoral districts revised in accordance with State and federal law on or before November 17, 2021, and if not, the municipality must provide the electoral districts revised in accordance with State and federal law on or before December 17, 2021. The appropriate county board or boards of elections shall then set the filing period that will be used for that municipality's elections delayed to 2022 in accordance with this act as follows:

- (1) Open at 12:00 noon on December 6, 2021, and close at 12:00 noon on December 17, 2021, for municipalities providing the electoral districts revised in accordance with State and federal law to appropriate county board or boards of elections on or before November 17, 2021.
- (2) Open at 12:00 noon on January 3, 2022, and close at 12:00 noon on January 7, 2022, for municipalities providing the electoral districts revised in accordance with State and federal law to appropriate county board or boards of elections on or before December 17, 2021.

SECTION 1.(d) Withdrawal of Notice of Candidacy. – Any person who has filed a notice of candidacy for any elected office with an election delayed to 2022 in accordance with this section shall have the right to withdraw his or her candidacy in accordance with G.S. 163-106.4.

SECTION 1.(e) Date of Election. – With respect to any elected office with an election delayed to 2022 in accordance with this act, the following dates of election shall apply:

- (1) For any municipality elected by the partisan primary and election method, the primary shall be March 8, 2022, and the general election shall be on the date of any second primary held under G.S. 163-111. If no second primary is held under G.S. 163-111, the general election shall be on April 26, 2022. No second primary shall be held for these offices in 2022.
- (2) For any municipality elected by the nonpartisan primary and election method, the primary shall be March 8, 2022, and the general election shall be held on the date of any second primary held under G.S. 163-111. If no second primary is held under G.S. 163-111, the general election shall be on April 26, 2022.
- (3) For any municipality elected by the nonpartisan plurality method, the date of the election shall be March 8, 2022.
- (4) For any municipality elected by the nonpartisan elections and runoff method, the election shall be March 8, 2022, and the runoff election shall be held on the date of any second primary held under G.S. 163-111. If no second primary is held under G.S. 163-111, the runoff election shall be on April 26, 2022.

SECTION 1.(f) The individual certified as the winner of the 2022 election held in accordance with this act shall hold office until the expiration of the term under the municipal charter as if the election had been held in 2021. Notwithstanding G.S. 160A-68, the individual certified as the winner of the 2022 election may be sworn into office at any time after issuance of the certificate of election.

SECTION 1.4. In each county where the county is divided into electoral districts for the purpose of nominating or electing persons to the board of commissioners, the board of county commissioners shall review and revise its electoral districts in accordance with State and federal law, and adopt a resolution containing the revised electoral districts on or before November 17, 2021. Notwithstanding G.S. 153A-22, the resolution becomes effective upon its adoption.

SECTION 1.5.(a) G.S. 163-111(e) reads as rewritten:

"(e) Date of Second Primary; Procedures. – If a second primary is required under the provisions of this section, the appropriate board of elections, State or county, shall order that it be held 10 weeks after the first primary if any of the offices for which a second primary is required are for a candidate for the office of United States Senate or member of the United States House of Representatives. Otherwise, the second primary shall be held seven weeks after the first primary.

~~There shall be no registration of voters between the dates of the first and second primaries. Persons whose qualifications to~~ Subject to G.S. 163-82.6 and G.S. 163-82.6A, persons who register and to vote ~~after the day of the first primary and before the day of the second primary may register on the day of the second primary and, when thus registered, shall be entitled to vote in the second primary. The second primary is a continuation of the first primary and any~~

voter who files a proper and timely written affirmation of change of address within the county under the provisions of G.S. 163-82.15, in the first primary may vote in the second primary without having to refile that written affirmation if the voter is otherwise qualified to vote in the second primary. Notwithstanding G.S. 163-82.17, no person shall be permitted to change party affiliation or unaffiliated status between the date of a primary and a second primary. Subject to this provision for registration, the second primary shall be held under the laws, rules, and regulations provided for the first primary."

SECTION 1.5.(b) G.S. 163-82.6(f) reads as rewritten:

"(f) Instances When Person May Register and Vote on Primary or Election Day. – If a person has become qualified to register and vote between the twenty-fifth day before a primary or election and primary or election day, then that person may apply to register on primary or election day by submitting an application form described in G.S. 163-82.3(a) or (b) to:

- (1) A member of the county board of elections;
- (2) The county director of elections; or
- (3) The chief judge or a judge of the precinct in which the person is eligible to vote,

and, if the application is approved, that person may vote the same day. The official in subdivisions (1) through (3) of this subsection to whom the application is submitted shall decide whether the applicant is eligible to vote. The applicant shall present to the official written or documentary evidence that the applicant is the person he represents himself to be. The official, if in doubt as to the right of the applicant to register, may require other evidence satisfactory to that official as to the applicant's qualifications. If the official determines that the person is eligible, the person shall be permitted to vote in the primary or election and the county board shall add the person's name to the list of registered voters. If the official denies the application, the person shall be permitted to vote a challenged ballot under the provisions of G.S. 163-88.1, and may appeal the denial to the full county board of elections. The State Board of Elections shall promulgate rules for the county boards of elections to follow in hearing appeals for denial of primary or election day applications to register. ~~No person shall be permitted to register on the day of a second primary unless he shall have become qualified to register and vote between the date of the first primary and the date of the succeeding second primary.~~"

SECTION 1.5.(c) G.S. 163-302(b) reads as rewritten:

"(b) The provisions of Articles 20 and 21 of this Chapter shall apply to absentee voting in municipal elections, special district elections, and other elections for an area less than an entire county other than elections for the General Assembly, except that the earliest date by which absentee ballots shall be required to be available for absentee voting in such elections shall be 30 days prior to the primary or election or as quickly following the filing deadline ~~specified in G.S. 163-291(2) or G.S. 163-294(e)~~ as the county board of elections is able to secure the official ballots. In elections on incorporation of a municipality not held at the same time as another election in the same area, the county board of elections shall adopt a special schedule of meetings of the county board of elections to approve absentee ballot applications so as to reduce the cost of the process, and to further implement the last paragraph of G.S. 163-230(2)a. If no application has been received since the last meeting, no meeting shall be held of the county board of elections under such schedule unless the meeting is scheduled for another purpose. If another election is being held in the same area on the same day, or elsewhere in the county, the cost of per diem for meetings of the county board of elections to approve absentee ballots shall not be considered a cost of the election to be billed to the municipality being created."

SECTION 1.5.(d) This section becomes effective March 9, 2022, and expires on June 1, 2022.

SECTION 1.6.(a) Notwithstanding S.L. 1993-167, elections to the Charlotte-Mecklenburg Board of Education shall not be held in 2021. Members elected to the Charlotte-Mecklenburg Board of Education in 2017, or persons filling vacancies for those terms,

whose terms were set to expire on December 6, 2021, shall hold over in office until their successors are elected and qualified. Election for those terms of office shall be held at the time of the general election for county offices in 2022, with the results determined as provided by G.S. 163-292. Candidates shall file their notices of candidacy for the election in 2022 with the Mecklenburg Board of Elections no earlier than 12:00 noon on July 25, 2022, and no later than 12:00 noon on August 12, 2022. Terms of office of members of the Charlotte-Mecklenburg Board of Education elected in 2022 shall commence on December 6, 2022, and shall expire on December 2, 2025.

SECTION 1.6.(b) Section 1.6(a) of this act shall become effective only if the federal decennial census information for the 2020 census has not been received by the Charlotte-Mecklenburg Board of Education by July 19, 2021. If the Charlotte-Mecklenburg Board of Education has not received notice of the federal decennial census information by July 19, 2021, the Board shall adopt a resolution to that effect which states that census information was not received and that, pursuant to this act, the next election for the Charlotte-Mecklenburg Board of Education will occur at the time of the 2022 general election. The Board of Education shall adopt the resolution prior to July 26, 2021, and shall publish notice of the delay in the election both on the website of the Charlotte-Mecklenburg Board of Education and at least once in a newspaper of general circulation within seven days of adoption of that resolution. The resolution shall also be submitted to the Mecklenburg Board of Elections and to the State Board of Elections prior to July 26, 2021.

SECTION 1.7.(a) Notwithstanding S.L. 1993-167, elections to the Lexington City Board of Education shall not be held in 2021. Members elected to the Lexington City Board of Education in 2017, or persons filling vacancies for those terms, whose terms were set to expire on December 6, 2021, shall hold over in office until their successors are elected and qualified. Election for those terms of office shall be held at the time of the general election for county offices in 2022, with the results determined as provided by G.S. 163-292. Candidates shall file their notices of candidacy for the election in 2022 with the Davidson County Board of Elections no earlier than 12:00 noon on July 25, 2022, and no later than 12:00 noon on August 12, 2022. Terms of office of members of the Lexington City Board of Education elected in 2022 shall commence on December 6, 2022, and shall expire on December 2, 2025.

SECTION 1.7.(b) Section 1.6(a) of this act shall become effective only if the federal decennial census information for the 2020 census has not been received by the Lexington City Board of Education by July 19, 2021. If the Lexington City Board of Education has not received notice of the federal decennial census information by July 19, 2021, the Board shall adopt a resolution to that effect which states that census information was not received and that, pursuant to this act, the next election for the Lexington City Board of Education will occur at the time of the 2022 general election. The Board of Education shall adopt the resolution prior to July 26, 2021, and shall publish notice of the delay in the election both on the website of the Lexington City Board of Education and at least once in a newspaper of general circulation within seven days of adoption of that resolution. The resolution shall also be submitted to the Davidson County Board of Elections and to the State Board of Elections prior to July 26, 2021.

SECTION 1.8.(a) Section 9 of the Charter of the City of Raleigh, being Session Law 1949-1184, as amended by Chapter 286 of the 1963 Session Laws and Chapter 319 of the 1973 Session Laws, City of Raleigh Ordinance No. 1978-837, reads as rewritten:

"Sec. 9. Number and Election of Members of City Council. – The mode of election of the City Council and Mayor shall be as follows:

- (a) The City Council shall consist of eight (8) members, including the Mayor of the City.
- (b) The mode of election of the City Council and Mayor shall be as follows:

 - (1) The City Council shall divide the City into five (5) electoral districts and shall cause a map of the districts to be prepared and filed as provided by G.S. 160A-22 and 160A-23; one member of the City Council shall be

apportioned to each district so that each member represents the same number of persons as nearly as possible, except for the members apportioned to the City at large; and the qualified voters of each district shall nominate and elect candidates who reside in the district for the seat apportioned to that district.

- (2) The qualified voters of the City shall nominate and elect two (2) candidates apportioned to the City at large.
- (3) The Mayor of the City of Raleigh shall be elected by all the qualified voters of the City of Raleigh.

(c) The method of election of the City Council of the City of Raleigh shall be the nonpartisan ~~election and runoff election~~ plurality method to be conducted as provided in ~~G.S. 163-293~~ G.S. 163-292.

(d) Each member of the City Council and the Mayor shall be elected for a term of two years and until his successor is elected and qualified.

(e) Vacancies in the City Council shall be filled by the Council for the remainder of the unexpired term.

(f) Vacancies in the office of Mayor shall be filled by the Council from their own number for the remainder of the unexpired term.

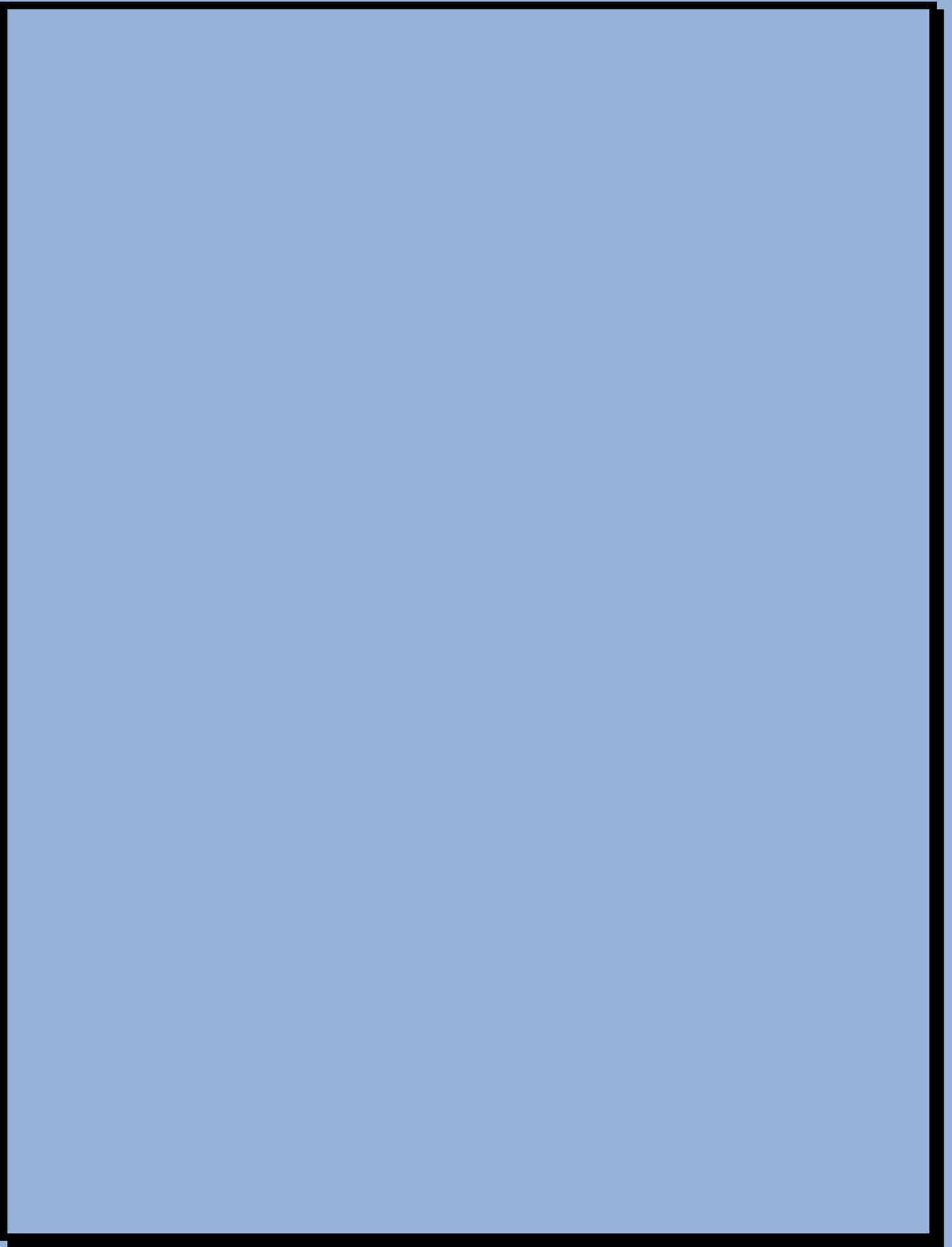
(g) Elections shall be held in even-numbered years. All other related dates shall be determined in accordance with the uniform municipal election laws of North Carolina."

SECTION 1.8.(b) No municipal elections shall be conducted in the City of Raleigh in 2021. The next regular municipal election shall be conducted in the City of Raleigh on November 8, 2022. The terms of office of the Mayor and all Council members serving on the effective date of this act shall be extended until their successor is elected and qualified. Regular municipal elections shall be conducted in 2022 and every two years thereafter.

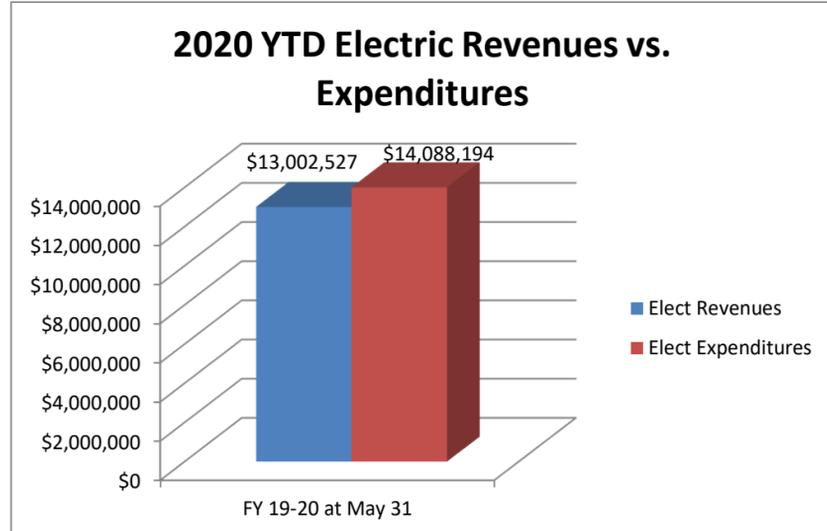
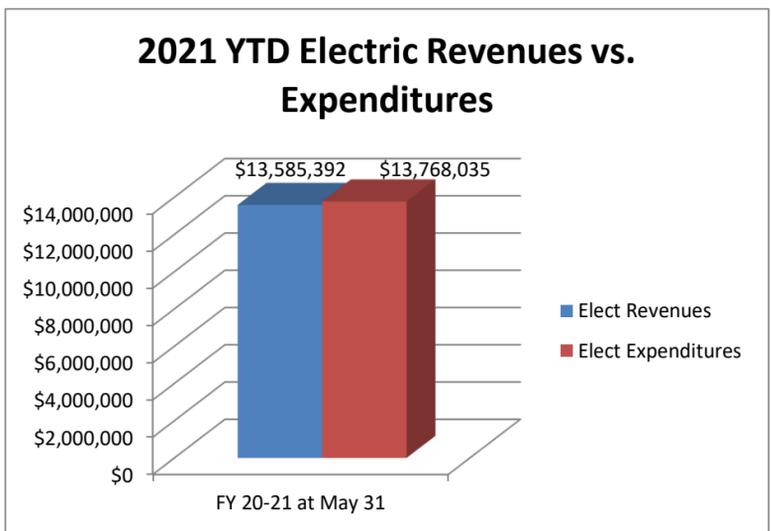
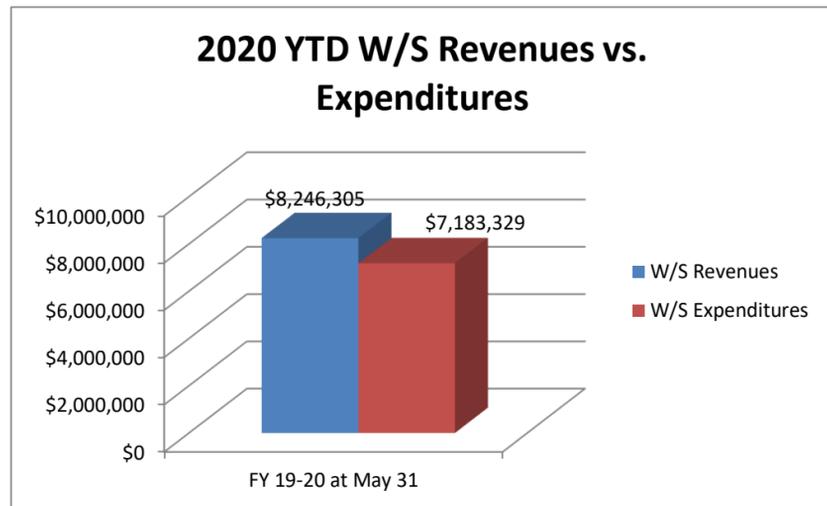
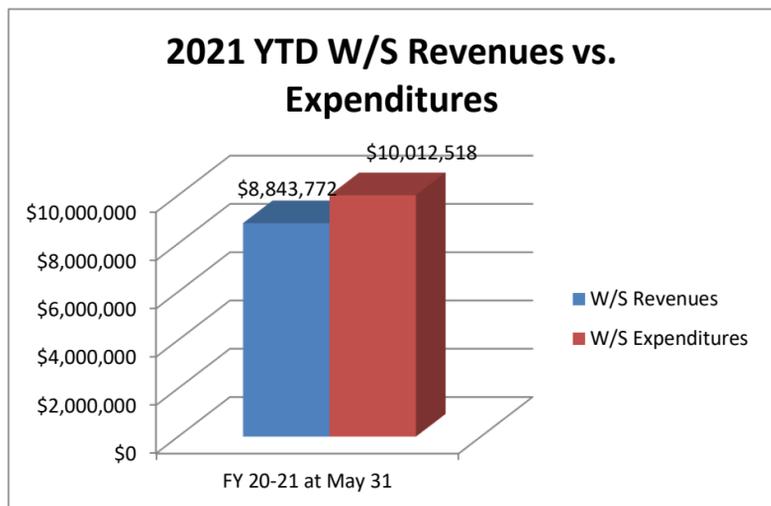
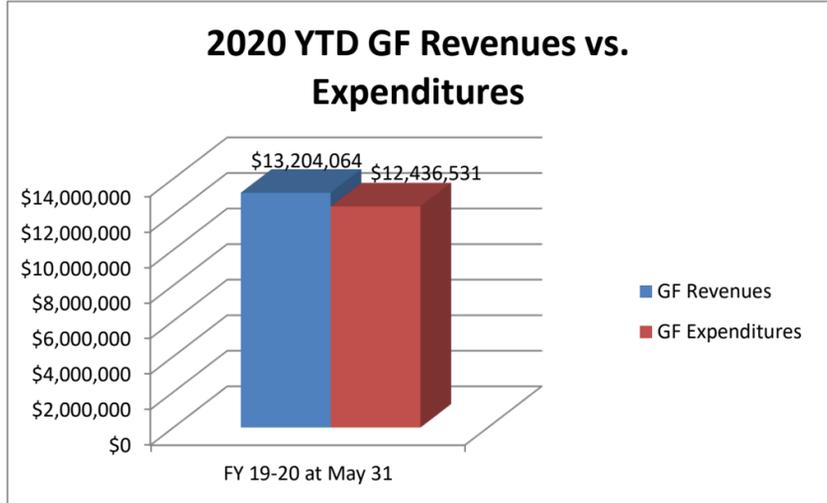
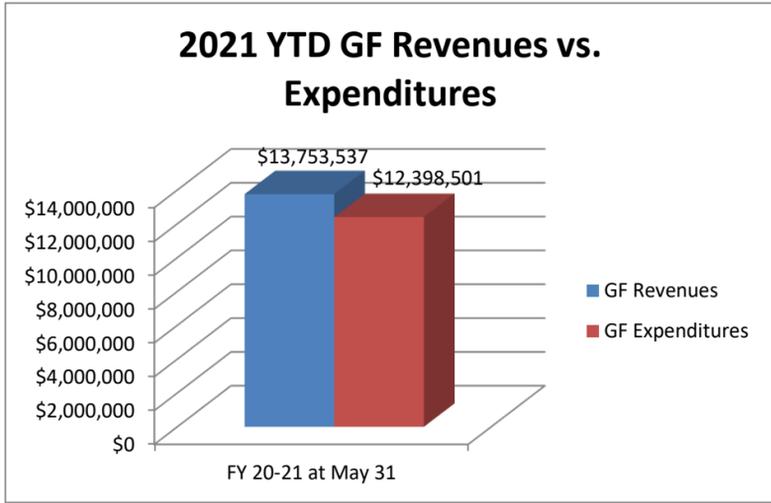
SECTION 1.8.(c) The City of Raleigh shall review and revise its electoral districts in accordance with State and federal law prior to March 31, 2022. The revised electoral districts shall be delivered to the appropriate county boards of elections no later than March 31, 2022.

SECTION 1.9. This act shall not apply to offices elected at large in any municipality where there is an election of municipal officers scheduled for 2021, where less than the entire jurisdiction is eligible to vote for candidates for one or more offices on the 2021, and that municipality has notified the county board of elections at least five business days prior to the opening of the 2021 filing period as provided in Article 23 or 24 of Chapter 163 of the General Statutes for the method of election for that municipality. If the county board of elections is so notified, the county board of elections shall open the filing period for the offices elected at large only for that municipality and conduct the election in 2021 in accordance with that municipality's charter and Chapter 163 of the General Statutes.

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
May 31, 2021
Gauge: 11/12 or 91 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	\$ 6,395,475	\$ 6,450,000	\$ 6,565,913
Motor Vehicle Taxes	Monthly	549,473	575,000	649,080
Utility Franchise Taxes	Quarterly	736,071	975,000	702,668
Local Option Sales Taxes	Monthly	2,042,826	2,147,000	2,178,136
Aquatic and Other Recreation	Monthly	510,225	585,000	248,437
Sanitation (Includes Penalties)	Monthly	1,143,752	1,351,300	1,153,004
Grants		326,158	204,852	513,755
All Other Revenues		1,500,084	1,378,308	1,478,645
Loan Proceeds		-	-	-
Transfers (Electric and Fire Dist.)		-	261,614	263,900
Fund Balance Appropriated		-	1,889,442	-
Total		\$ 13,204,064	\$ 15,817,516	\$ 13,753,537

Expenditures	Actual to Date	Budget	Actual to Date
	FY '19-20	FY '20-21	FY '20-21
General Gov.-Governing Body	\$ 397,472	\$ 478,048	\$ 402,729
Non Departmental	760,781	932,054	664,018
Debt Service	843,342	920,953	920,997
Finance	89,493	133,015	97,561
Planning	281,577	366,642	274,045
Police	3,147,966	4,289,712	3,532,485
Fire	1,908,746	2,821,096	2,496,553
EMS	-	-	5,124
General Services/Public Works	498,683	697,641	639,920
Streets	1,217,953	863,111	421,596
Motor Pool/Garage	89,732	95,215	94,127
Powell Bill	62,967	274,315	48,977
Sanitation	1,039,319	1,410,260	1,259,168
Parks and Rec	1,275,261	1,067,367	748,570
SRAC	790,239	1,115,890	733,198
Sarah Yard Center	33,001	92,479	59,433
Contingency	-	259,718	-
Appropriations/Contributions	-	-	-
Total	\$ 12,436,532	\$ 15,817,516	\$ 12,398,501

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	\$ 2,316,350	\$ 2,872,930	\$ 2,445,128
Water Sales (Wholesale)	1,530,646	\$ 1,800,000	1,422,541
Sewer Charges	3,747,225	4,370,000	4,086,809
Penalties	54,895	50,000	47,475
Tap Fees	10,800	4,500	32,980
Other Revenues	86,389	39,400	808,839
Grants	500,000	-	-
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	2,162,312	-
Total	\$ 8,246,305	\$ 11,299,142	\$ 8,843,772

Expenditures	Actual to Date	Budget	Actual to Date
	FY '19-20	FY '20-21	FY '20-21
Water Plant (Less Transfers)	\$ 1,589,248	\$ 2,059,102	\$ 1,656,984
Water Distribution/Sewer Coll (Less Transfers)	3,690,367	4,820,402	4,445,903
Transfer to General Fund	-	-	-
Transfer to W/S Capital Proj. Fund	1,250,000	3,448,500	3,298,500
Debt Service	653,714	611,133	611,131
Contingency	-	360,005	-
Total	\$ 7,183,329	\$ 11,299,142	\$ 10,012,518

ELECTRIC FUND

Revenues	Actual to Date	Budget	Actual to Date
	FY '19-20	FY '20-21	FY '20-21
Electric Sales	\$ 12,720,303	\$ 16,300,000	\$ 13,277,645
Penalties	91,935	100,000	80,851
All Other Revenues	190,289	184,156	226,896
Grants	-	-	-
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	233,862	-
Total	\$ 13,002,527	\$ 16,818,018	\$ 13,585,392

Expenditures	Actual to Date	Budget	Actual to Date
	FY '19-20	FY '20-21	FY '20-21
Administration/Operations	\$ 1,994,115	\$ 2,784,848	\$ 2,145,410
Purchased Power - Non Demand	4,091,875	12,615,420	3,611,809
Purchased Power - Demand	5,528,244	-	5,876,375
Purchased Power - Debt	1,059,827	-	1,059,828

Debt Service	351,307	342,586	342,585
Capital Outlay	112,826	35,000	23,528
Contingency	-	331,664	-
Transfers to Electric Capital Proj Fund	950,000	620,000	620,000
Transfer to Electric Capital Reserve		-	-
Transfers to General Fund	-	88,500	88,500
Total	<u>\$ 14,088,194</u>	<u>\$ 16,818,018</u>	<u>\$ 13,768,035</u>

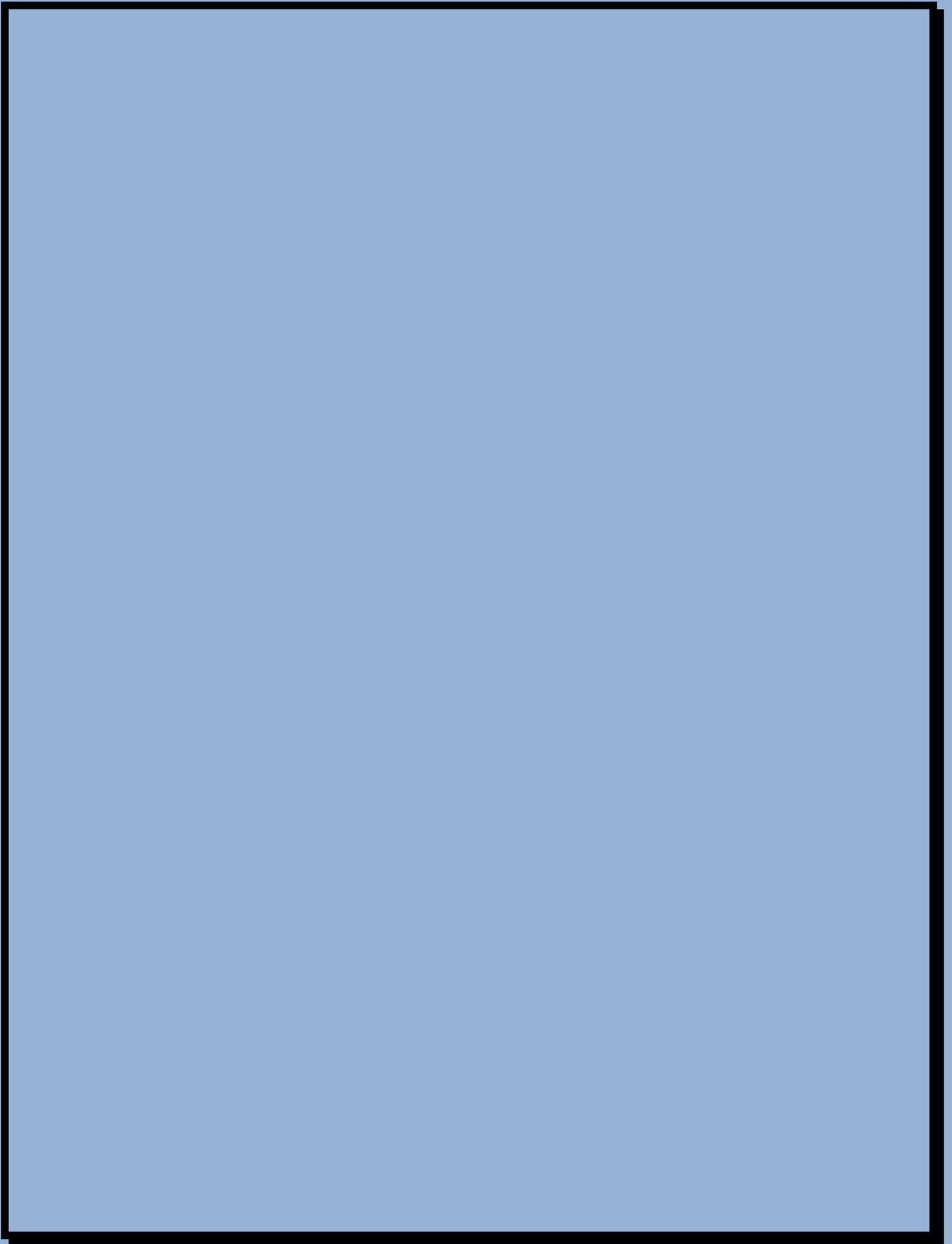
CASH AND INVESTMENTS FOR APRIL

General Fund (Includes P. Bill)	14,239,783		
Water and Sewer Fund	7,251,837		
Electric Fund*	10,697,982		
JB George Endowment (40)	135,135		
Water Plant Expansion (43)	4,390,447		
Booker Dairy Road Fund (44)	457,896		
Capital Project Fund: Wtr/Sewer (45)	1,471,377		
Capital Project Fund: General (46)	210,624		
Capital Project Fund: Electric (47)	817,872		
FEMA Acquisitions and Elevations (48)	550		
CDBG Neighborhood Revitalization (49)	(12,746)	1st CITIZENS	32,541,032
Firemen Relief Fund (50)	96,060	NCCMT	2,388,388
Fire District Fund (51)	139,694	KS BANK	3,682,965
General Capital Reserve Fund (72)	6,009	UNITED COMM	1,290,135
Total	<u>\$ 39,902,520</u>		<u>\$ 39,902,520</u>

*Plug

Account Balances Confirmed By Finance Director on 6/24/2021

Department Reports





Department Report

**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 May/June 2021.

Action Requested

No action requested.

Smithfield Economic Development Implementation Activities

MAY/JUN21

1. **Product Development/New Company Recruitment** – Stephen Wensman, Tim and Rocky met with Chris Johnson to review economic development matters.

Amazon –progress on the Amazon facility was discussed. Chris informed us that Samet is assisting in the application for a Foreign Trade Zone for the facility. The process is being done through the Triangle J Council of Governments which is the grantee of the Research Triangle area’s full service, multi-site Foreign Trade Zone #93.

Pharma Project – Chris noted that the project that is considering a location on the Lee tracts in the West Smithfield Industrial Park (adjacent to the Amazon site) would likely locate in the Holly Springs industrial park. That Park is fully developed with infrastructure and roads and is owned by the town. In addition, the consultant that is directing the project seems to have an affinity for Holly Springs.

West Smithfield Industrial Park – the discussion centered on the other parcels not currently involved in the Amazon project or under option by the Samet Corporation. In addition, the potential uses of properties on the south side of US 70 were discussed.

Residential Development – Stephen and Tim updated Chris on the large number of residential developments that were in the various stages of planning in the town and its ETJ.

Product Development – Chris stated that the county budget would include funding that would facilitate the construction of shell buildings. The plan would be to partner with private developers who would construct shell buildings and the economic development office would lease the facility at a negotiated rate for up to two years. This model has been used very effectively in other areas. As the vast majority of projects seek existing facilities, this program would be very beneficial to the county, and as West Smithfield Industrial Park is such a good property in an excellent location, it should be pay dividends to the town as well.

Product Development – Chris, Tim, Stephen, and Rocky discussed identifying additional properties that could be used for industrial purpose. Chris pointed out several tracts that we will research further.

2. **Internal/External Marketing/Ally Development** – Tim, Stephen, and Rocky met with Mike Fleming, Chair of the Smithfield Economic Development Advisory Committee (SEDAC).

Mike stated that the committee had not met in a good while and at this point was basically inactive. We discussed the value of the committee and the potential to reform the group, possibly with a smaller number, as it was noted that the former group may have been too large. Tim, Stephen, and Rocky gave Mike an update on all the economic development projects and activities that had occurred since he met with us last. Those included the activity and status of the Johnston Hotel, West Smithfield Industrial Park, the promotional booklet, the multitude of residential projects, etc. It was agreed that the committee would be useful in terms of internal marketing, informing the public as to the efforts of, and commitment to economic development by the town; and to gain input on and support for various initiatives and projects. Mike said that he was working shorthanded at the current time, but that in a few weeks he would be able to pursue the reformation of the committee.

3. **Economic Development Program** – Tim and Rocky discussed the economic development program and plans for the coming year.

The elements and status of the program was discussed. It was agreed that the reformation would be beneficial, and representatives from several areas should be approached to serve. The areas included banking, public schools, community colleges, health care, real estate, etc. We will follow up with Mike Fleming to discuss these ideas as we begin to reform the committee.

As the restriction on in-person visits are being lifted, it was agreed that calls on existing businesses should be given priority over the next few months. Rocky will develop a visitation list for review.



FINANCE DEPARTMENTAL REPORT FOR MAY, 2021

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

Daily Collections/Property Taxes/Other.....	\$ 2,541,307
Franchise Tax.....	0
Sales & Use Tax.....	208,179
Powel Bill.....	0
Total Revenue	\$2,749,486

Expenditures: General, Water, and Electric.....\$ 2,807,520

FINANCE:

- Compiled and submitted monthly retirement report on 5/30/2021
- Issued 105 purchase orders
- Processed 675 vendor invoices for payment and issued 382 accounts payable checks
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll taxes on 5/14 and 5/28/2021
- 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 9 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$22,711.20 (EMS: \$4,694.17; SRAC: \$2,408.20; Utility: \$15,608.83; and Other: \$0)
- Invoiced 0 grave opening FOR A TOTAL OF \$0.
- Invoiced Johnston Community College for Police Security
- Earned \$1,406.81 in interest from FCB and paid 0 in fees on the central depository account
- Paid \$11,719.67 in credit/debit/Tyler card fees, but earned \$7933.05 (31-72-3550-3520-0002) in convenience fees (Reporting month charged/earned, not month paid)

FINANCE DIRECTOR

- Attended Town Council Meeting on May 4, 2021
- Attended Department Head Meeting on May 18, 2021
- Attended budget meetings with Council May 6, 20 and 25, 2021
- Prepared FY22 Budget Ordinance and Capital Projects Budgets
- Attended American Rescue Plan Webinar on May 11, 2021
- Attended Customer Portal Training on May 18, 2021
- Paid Utility Sales Tax for April 2021 on May 19, 2021
- Attended School of Government GASB 87 Webinar on May 20, 2021
- Prepared and mailed 212 letters to delinquent utility customers requesting utility deposits of various amounts
- Held phone discussion with Tyler Technologies on AMI meters



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 May 2021

		Permit Fees	Permits Issued
Zoning	Land Use	\$1050.00	11
Site Plan	Major Site Plan	\$500.00	5
Site Plan	Minor Site Plan	\$675.00	15
Zoning	Sign	\$200.00	4
	Report Period	\$2,425.00	35
	Fiscal YTD Total:	\$17,950.00	288

SP21-000046	Site Plan	Minor Site Plan	JNX Fuel Farm	3223 Swift Creek Rd
Z21-000057	Zoning	Sign	Artisans Outlet	1025 Outlet Center Dr. Suite
Z21-000052	Zoning	Sign	Jewelry Land & Watches	1025 Outlet Center Dr. Suite
SP21-000040	Site Plan	Minor Site Plan	Single Family Dwelling	455 Rock Pillar Rd
SP21-000041	Site Plan	Minor Site Plan	18' x 40' addition	1003 North Brightleaf Blvd
SP21-000042	Site Plan	Minor Site Plan	Single Family Dwelling	902 Wilson's Mills Rd
SP21-000043	Site Plan	Minor Site Plan	Single Family Dwelling	101 Sunset Ave.
SP21-000044	Site Plan	Minor Site Plan	Single Family Dwelling	305A Stancil St.
SP21-000045	Site Plan	Minor Site Plan	Single Family Dwelling	305B Stancil St.
Z21-000053	Zoning	Land Use	Tienda y Taqueria la Poblanita, LLC	3207 S. Brightleaf Blvd
Z21-000054	Zoning	Land Use	Angelo's Pizza	1267 Brightleaf Blvd Suite C
SP21-000047	Site Plan	Minor Site Plan	Single Family Dwelling Addition	104 Heritage Dr.
Z21-000055	Zoning	Sign	Lee Jewelry & Cell Phone	1025 Outlet Center Dr.
SP21-000048	Site Plan	Minor Site Plan	Centenary United Methodist Church	140 E. Market St.
Z21-000056	Zoning	Land Use	Wellness Club	513 E. Market St.
SP21-000049	Site Plan	Major Site Plan	Project XD	2150 US Hwy 70 Bus W.
SP21-000050	Site Plan	Minor Site Plan	Single Family Dwelling	78 Olive Branch Dr.
SP21-000051	Site Plan	Minor Site Plan	Single Family Dwelling	100 Olive Branch Rd
SP21-000052	Site Plan	Minor Site Plan	Single Family Dwelling	55 Pioneer St.
SP21-000053	Site Plan	Minor Site Plan	single Family Dwelling	811 Martin St.
SP21-000055	Site Plan	Minor Site Plan	Classic Ford Used Cars Landscape	1698 Booker Dairy Rd
Z21-000058	Zoning	Land Use	Check Express	527 S. Brightleaf Blvd
SP21-000056	Site Plan	Major Site Plan	Scooter's Coffee	701 North Brightleaf Blvd
Z21-000059	Zoning	Land Use	Furniture Distributors	501 and 521 E. Market St. St.
SP21-000057	Site Plan	Major Site Plan	contractor with NO outdoor storage	55 Airport Industrial Dr.
SP21-000058	Site Plan	Major Site Plan	contractor office with screened outdoor	228 Airport Industrial Dr.
Z21-000060	Zoning	Sign	UNCPN Family Medicine	410 Canterbury Rd
Z21-000061	Zoning	Land Use	Easy Shop Convenience Store	600 S. Brightleaf Blvd

Z21-000062	Zoning	Land Use	Johnston County Building Industry	141 E. Market St.
Z21-000063	Zoning	Land Use	Phantom Fireworks E.ern Region, LLC	1243 North Brightleaf Blvd
SP21-000059	Site Plan	Major Site Plan	Johnston County Safety Center	2879 US 70 BUS Hwy E.
Z21-000064	Zoning	Land Use	UNC Health Family Medicine at	410 Canterbury Rd
Z21-000065	Zoning	Land Use	S2Technologies, LLC	111 North Second St.
Z21-000066	Zoning	Land Use	Superior Clinical Research, LLC	712 Wilkins St.
SP21-000060	Site Plan	Minor Site Plan	15X26 Swimming Pool and Deck	1210 S. Crescent Dr.



Planning Department Development Report

Monday, June 28, 2021

Project Name: Ample Storage Expansion
Request: 32K additional building area on 1.84 acres
Location: 787 West Market Street
Tax ID#: 15078199K **PIN#:** 169413-04-3402
Project Status: In First Review
Notes: 56,153 sq ft of additional impervious surfaces

Site Plan 2021-16	
Submittal Date:	6/23/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: JNX Localizer Shelter
Request: Utility Building for Airport Instrument landing system
Location: 3149 Swift Creek Road
Tax ID#: 15079017D **PIN#:** 168500-12-1015
Project Status: Approved
Notes: Staff approved

Site Plan 2021-15	
Submittal Date:	6/14/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: Rhonda Miller Rezoning
Request: Down zone from B-3 to R-20A
Location: Hill Road
Tax ID#: 15L11051 **PIN#:** 261300-05-2666
Project Status: In First Review
Notes:

Map Amendment 21-01	
Submittal Date:	6/4/2021
Planning Board Review:	7/8/2021
Board of Adjustment Review:	
Town Council Hearing Date:	8/3/2021
Approval Date:	

Project Name: Spring Branch Commons
Request: 10 single family dwelling units
Location: 600 East Johnston Street
Tax ID#: 15026060 **PIN#:** 169419-50-6175
Project Status: In First Review
Notes:

Subdivision 21-03	
Submittal Date:	6/4/2021
Planning Board Review:	7/8/2021
Board of Adjustment Review:	
Town Council Hearing Date:	8/3/2021
Approval Date:	

Project Name: **Floyd's Landing**
 Request: 598 residential units on 698 acres
 Location 2001 US Hwy 70 We
 Tax ID#: 15078012 PIN#: 168500-73-3381
 Project Status In First Review
 Notes:

Conditional Zoning 21-03	
Submittal Date:	6/4/2021
Planning Board Review:	7/8/2021
Board of Adjustment Review:	
Town Council Hearing Date:	8/3/2021
Approval Date:	

Project Name: **Scooters Coffee**
 Request: Variance from the maximum permitted sign area
 Location 710 North Brightleaf Boulevard
 Tax ID#: PIN:
 Project Status Scheduled for Public Hearing
 Notes: hearing continued until July 29th, 2021

BOA 21-03	
Submittal Date:	6/4/2021
Planning Board Review:	
Board of Adjustment Review:	6/24/2021
Town Council Hearing Date:	
Approval Date:	

Project Name: **ALA Charter School**
 Request: Charter School
 Location 3700 US Hwy 70 We
 Tax ID#: 17J08004 PIN#: 168505-19-8748
 Project Status In First Review
 Notes:

Conditional Zoning 21-04	
Submittal Date:	6/4/2021
Planning Board Review:	7/8/2021
Board of Adjustment Review:	
Town Council Hearing Date:	8/3/2021
Approval Date:	

Project Name: **Smithfield's Chichen N Bar-B-Q**
 Request: New Restaurant at the Applebees location
 Location 1240 North Brightleaf Boulevard
 Tax ID#: 14074013H PIN#: 260414-44-4401
 Project Status In Second Review
 Notes: New building, retrofit parking, maintain old growth landscaping

Site Plan 2021-14	
Submittal Date:	5/26/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Centenary United Methodist Church**
 Request: Minor outdoor columbaria
 Location 140 East Market Street
 Tax ID#: 15024010 PIN#: 169418-31-8790
 Project Status **Approved**
 Notes:

Site Plan 2021-13	
Submittal Date:	5/12/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	5/21/2021

Project Name: **Airport Industrial Park lot 6**
 Request: Contractors Office with NO outdoor storage
 Location 228 Airport Industri Drive
 Tax ID#: PIN:
 Project Status **Approved**
 Notes:

Site Plan 2021-10	
Submittal Date:	4/23/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	5/21/2021

Project Name: **Project XD**
 Request: 629,215 square foot warehouse
 Location 2110 US70 East Highway
 Tax ID#: 15078011 PIN#: 168500-63-4559
 Project Status **In Second Review**
 Notes:

Site Plan 2021-07	
Submittal Date:	4/21/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **WSBP Infrastructure**
 Request: Utility Extension
 Location 2110 US70 East Highway
 Tax ID#: 15078011 PIN#: 168500-63-4559
 Project Status **In Second Review**
 Notes:

Site Plan 2021-08	
Submittal Date:	4/21/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **JNX Fuel Farm**
 Request: All new fueling station with above ground tanks
 Location 3149 Swift Creek Road
 Tax ID#: 15079017D PIN#: 168500-12-1015
 Project Status **Approved**
 Notes: construction not yet begun

Site Plan 2021-12	
Submittal Date:	4/14/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	5/11/2021

Project Name: **Airport Industrial Park lot 13**
 Request: Contractors Office with outdoor storage
 Location 55 Airport Industri Drive
 Tax ID#: PIN:
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2021-05	
Submittal Date:	4/6/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	5/5/2021

Project Name: **Scooters Coffee**
 Request: Outparcel restaurant within Pine Needles Shopping Center
 Location 701 North Brightleaf Boulevard
 Tax ID#: 15004024C PIN#: 169416-93-4124
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2021-08	
Submittal Date:	4/5/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	5/21/2021

Project Name: **S.C.N.B. Warehouse**
 Request: Contractors office with NO outdoor storage
 Location 199 Airport Industri
 Tax ID#: 15J08017M PIN#: 168500-04-2874
 Project Status
 Notes: Under Construction

Site Plan 2021-02	
Submittal Date:	2/19/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	4/13/2021

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: Construction complete, final Inspection complete, C/O issued

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: **Twin Oaks Subdivision**
 Request: 20 lot subdivision
 Location Will Drive
 Tax ID#: 15J11008M PIN#: 260300-46-0287
 Project Status **Approved**
 Notes: 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: Under Construction

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: Under Construction

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: Built out

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: nearing build out

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: **Tires and Wheels**
 Request: Auto Repair
 Location 2134 South Brightleaf Boulevard
 Tax ID#: 15A61047D PIN#: 168320-91-1779
 Project Status **Approved**
 Notes: Still under construction, No C/O issued

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
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING May 31, 2021**

I. STATISTICAL SECTION

Month Ending May 31, 2021	May 2021	May 2020	Total 2021	Total 2020	YTD Difference
Calls for Service	1901	1373	8596	7304	1292
Incident Reports Completed	121	131	630	566	64
Cases Closed	92	94	473	419	54
Accident Reports	77	48	354	258	96
Arrest Reports	88	93	416	340	76
Burglaries Reported	6	1	36	23	13
Drug Charges	21	32	116	119	-3
DWI Charges	9	7	35	31	4
Citations Issued	345	105	1398	626	772
Speeding	116	20	462	172	290
No Operator License	91	19	322	88	234
Registration Violations	53	7	210	78	132

II. PERSONNEL UPDATE

The police department is currently short 4 positions. Officer Jennifer LeCrone has been hired as a police officer; she comes from Goldsboro Police Department with one year of experience. The agency currently has five backgrounds being conducted, with two of these candidates seeking to be sent to BLET.

III. MISCELLANEOUS

Mandatory in-service training was continued in May, with all the courses being completed on line. The department is slowly getting back into community events since the lifting of many covid 19 restrictions.

REPORTED UCR OFFENSES FOR THE MONTH OF MAY 2021

PART I CRIMES	May 2020	May 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	0	2	2	N.C.	4	2	-2	-50%
Commercial	0	0	0	N.C.	0	0	0	N.C.
Individual	0	2	2	N.C.	4	2	-2	-50%
ASSAULT	3	9	6	200%	18	17	-1	-6%
* VIOLENT *	3	11	8	267%	22	19	-3	-14%
BURGLARY	0	6	6	N.C.	19	33	14	74%
Residential	0	4	4	N.C.	12	19	7	58%
Non-Resident.	0	2	2	N.C.	7	14	7	100%
LARCENY	29	24	-5	-17%	151	155	4	3%
AUTO THEFT	1	6	5	500%	6	19	13	217%
ARSON	0	0	0	N.C.	3	2	-1	-33%
* PROPERTY *	30	36	6	20%	179	209	30	17%
PART I TOTAL:	33	47	14	42%	201	228	27	13%
PART II CRIMES								
Drug	20	18	-2	-10%	77	108	31	40%
Assault Simple	15	6	-9	-60%	30	43	13	43%
Forgery/Counterfeit	4	1	-3	-75%	23	10	-13	-57%
Fraud	10	4	-6	-60%	33	25	-8	-24%
Embezzlement	1	2	1	100%	7	5	-2	-29%
Stolen Property	0	2	2	N.C.	2	3	1	50%
Vandalism	7	3	-4	-57%	23	23	0	0%
Weapons	1	0	-1	-100%	4	3	-1	-25%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	1	0	-1	-100%	2	4	2	100%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	4	1	-3	-75%
D. W. I.	8	7	-1	-13%	32	33	1	3%
Liquor Law Violation	0	0	0	N.C.	5	7	2	40%
Disorderly Conduct	0	1	1	N.C.	0	2	2	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	26	22	-4	-15%	95	92	-3	-3%
PART II TOTAL:	93	66	-27	-29%	337	359	22	7%
GRAND TOTAL:	126	113	-13	-10%	538	587	49	9%

N.C. = Not Calculable



**Town of Smithfield
Fire Department
May 2021**

I. Statistical Section

Responded to	2021 May	May IN	May OUT	2020 May	2021 IN	2021 OUT	2021 YTD	2020 YTD
Total Structure Fires Dispatched	12	5	7	8	15	27	42	48
Confirmed Structure Fires (Our District)	4	4	0	1	12	2	14	15
Confirmed Structure Fires (Other Districts)	2	0	2	0	0	12	12	16
EMS/Rescue Calls	153	147	6	71	582	30	612	462
Vehicle Fires	5	5	0	4	9	2	11	10
Motor Vehicle Accidents	15	14	1	22	72	10	82	84
Fire Alarms (Actual)	3	2	1	5	24	1	25	28
Fire Alarms (False)	3	3	0	5	39	6	45	57
Misc./Other Calls	34	27	7	21	100	29	129	124
Mutual Aid (Received)	5	5	0	1	5	0	27	22
Mutual Aid (Given)	7	0	7	3	0	7	29	25
Overlapping Calls (Calls at the same time)	48	0	0	25	0	0	162	151
TOTAL EMERGENCY RESPONSES	219	202	17	129	838	92	930	789

* Denotes the breakdown of calls, these are not calculated into the totals *
IN/OUT denotes in and out of the Town, not outside the fire district. When we respond to another fire district (Mutual Aid), which is outside of our total fire district boundaries that is reported in (**Other Districts**).

	Apr	YTD
Fire Inspections/Compliance Inspections	13	93
Public Fire Education Programs	0	0
Children in Attendance	12	2
Adults in Attendance	3	2
Plans Review Construction/Renovation Projects	12	24
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	2	31
Re-Inspections	2	114

II. Major Revenues

	Apr	YTD
Inspections	\$400.00	\$1,750.00
False Alarms	\$0.00	\$0.00
Fire Recovery USA	\$0.00	\$1,584.00
EMS Debt Setoff	\$0.00	\$4,323.76

Major Expenses for the Month:

III. Personnel Update:

IV. Narrative of monthly departmental activities:

- May 1 – Fire truck escort for fundraiser (Family that lost house to fire)
- May 4 – Participated in the Walk to School program
- May 8 – Birthday drive-by
- May 8 & 11 – Assist with COVID vaccine
- May 18 – Assist with fireworks demonstration
- May 25 & 27 – Fire Extinguisher training for Town of Smithfield employees
- May 26 – Provide apparatus for SSS Graduation

**Town of Smithfield
Public Works Department
May 31, 2021**



141 Total Work Orders completed by the Public Works Department

4 Burials, at \$700.00 each = \$2800.00

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

\$9000.00 Sunset Cemetery Lot Sales

\$5000.00 Riverside Extension Cemetery Lot Sales

465.91 tons of household waste collected

144.00 tons of yard waste collected

3.42 tons of recycling collected

251 gallons of used motor oil were recycled

150 scrap tires were recycled

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



I. Statistical Section

- 6 Burials
- 4 Works Orders – Buildings & Facilities Division
- 12 Work Orders – Grounds Division
- 20 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$ <u>9,000.00</u>
Riverside Ext Cemetery Lot Sales:	\$ <u>5,000.00</u>
Grave Opening Fees:	\$ <u>2,800.00</u>
Total Revenue:	\$ <u>16,800.00</u>

III. Major Expenses for the Month:

The Appearance Division purchased
Paid \$1,041.25 to Heat transfer Solutions, INC. for replaced damage circuit board from damages resulting from motor vehicle accident.
Paid \$1,024.00 to Power Mulch System for 32 yds of dyed Brown mulch for Landscaping.

IV. Personnel Update:

No new personnel hired for the month.

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes beds, right-of-ways, buildings and facilities. The Public Works Department safety meeting was on "Can you keep cool in hot weather?"

Appearance Commission May 2021 Monthly Report:

Trees to be planted also Grants were discussed about Downtown project.

Joey Price attended the meeting and took notes.

Next Appearance Commission meeting will be on July, 20 2021 at 5:00 pm in Town Hall.

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
May 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. 2 Work Orders - 40 Linear Feet of ditches were cleaned
- d. 9 Work Orders – 10.5 lbs. of Cold Patch was used for 25 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

Paid \$745.00 to Geo Technologies Inc. for Quality Control Testing Services.
Paid \$1,200.00 to Musgrave Equipment Land Pride for Grading Street Scrapper.
Paid \$3,775.00 to J.P. Edwards for Storm Drain Repair on Bridge Street.
Paid \$1,495.00 to Southern Vac for Street Sweeper Repairs.

IV. Personnel Update:

No New Personnel was hired for the month of May.

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting was on "Can you keep cool in hot weather?"

**Town of Smithfield
Public Works Department
May 2021 Drainage Report**

Location: Outlet Center Dr., Midway St. & 2nd Ave, 31 Brookwood Dr., 7th St & Caswell St., 3rd Ave. and Midway St., 812 Third Ave., 54 N. Sussex Dr., Runnemedede Pl and Canterbury Rd, North St. near Wal-greens and SECU.

Starting Date: 5/4/2021

Completion Date: 5/25/2021

Description 25 pot holes repairs

Man-hours: 2.75 Man hrs.

Equipment: trucks 412, 905

Materials: (8) 2`x2` Potholes, (2) 1` x 1` and 1` x 1` Pothole, 2` x 2` Pothole, 2` x 2` Pothole, (2) 2` x 2` and 2` x 2` Potholes, (4) 1` x 1`, 1` x 1`, 1`x1` and 1` x 1` potholes, (3) 2` x 2`, 2` x 2`, 2` x 2`, and (4) 1` x 1`, 1` x 1`, 1` x 1`, and 1` x 1` potholes. 1 Bag of Perma Patch, (2) potholes - 2` x 2` and 2` x 2`

Location: Daughtry 100 block., Moonbeam Cir., Rodgers Cir., W. Wellons, St., Magnolia Dr. North Fifth to bridge., White Oak end to circle, Cherry to Dail Street, Eden to Avon., Northern to MLK. Casswell to N. Sixth St. intersection. Eden W. Wellons 600 to 700 block W. Wellons. 700 to 800 block.

Starting Date: 4/27/2021

Completion Date 5/15/2021

Description: Street resurfacing Project

Man-hours: 9.25

Equipment: 900

Materials: 8 spray paint cans. (1 wheel roller.)

Location: 515 E. Lee St., Ave.

Starting Date: 5/25/2021

Completion Date: 5/25/2021

Description: Nuisance Property

Man-hours: 15.50Man hrs.

Equipment: 412 and Trailer 905 2020 and TK # 319

Materials: 2 scags and 1 weed eater, 2 chainsaws

Location: 316 Forbes Drive, 409 Bridge St. at St. Mark Church

Starting Date: 5/3/2021

Completion Date: 5/14/2021

Description: Cleaned out 40 feet of ditch line,

Man-hours: 3.5

Equipment: 402 and Unit #410 Backhoe

Materials: (1) Backhoe bucket of Topsoil

Location: NC HWY 210 FEMA Lots, 808 NC Hwy 210, 665 NC Hwy 210, 739 NC Hwy 210 and 845 NC Hwy 210. : Riverside Dr., 2nd St. at Spring Branch, 3rd St. beside of Travel Odyssey, 5th St. & Church St., 5th St. (2) lots beside of Police Dept., Woodall St. & S. Brightleaf Blvd., and 115 E. Riverside Dr. 307 Woodall

Starting Date: 5/3/2021

Completion Date: 5/21/2021

Description: Cut the following FEMA Lots.
Man-hours: 8
Equipment: 412 and Trailer
Materials: 2 Sags

Location: 100 Block of S. Third St., 134 S. Third Street (Alley),
1208 Old Goldsboro Rd. 100 Block of S. Third St.

Starting Date: 5/3/2021

Completion Date: 5/21/2021

Description: Deliver Cans and Cones for Events in Smithfield.

Man-hours: 6.9

Equipment: 402, 905 and 312

Materials: (5) trash containers, 20 traffic cones and the 4 barricades, 8 traffic cones, 4 barricades and 25 traffic cones, 5 trash containers, 12 traffic cones, and 4 barricades and 25 traffic cones, 5 trash containers, 12 traffic cones, and 4 Barricades

Location: 311 Wilson St, East St. & West St.,

Starting Date: 5/3/2021

Completion Date: 5/21/2021

Description: Sink hole.

Man-hours: 2

Equipment: 412 and 905 and Trailer

Materials: 2 Scags

Location: 325 Willow St. (Pine Acres), Woodlawn Dr. & Sunset Ave.

Woodlawn Dr. & Sunset Ave., East Smithfield, 715 S. 3rd St. (Mayfair Apts., 104 Heath Ave., Sunrise Ave. and Wilson Mills Rd 4th St. & Davis St., Outlet Center Dr., Sunrise Ave. and Wilson Mills Rd, 4th St. & North St., Monday's Route

Starting Date: 5/6/2021

Completion Date: 5/30/2021

Description: Cut the lots, limbs, grass and spray area.

Man-hours: 31

Equipment: 319, 412

Materials: 1 Chainsaw, 2 chainsaws, Hedge Trimmers, Loppers, 2 scags, and 2 weed eaters

Location: Jo Co Library (Market St.), Equity Dr., All Town Bldgs and Facilities, Downtown
Flags, Ava Gardner's Museum (Market St.) W. Market St. & S. Rogers Dr.

Starting Date: 5/6/2021

Completion Date: 5/26/2021

Description: Signage, banners and flags., 8 flag brackets, 11 straps, 3 fiber glass rods

Man-hours: 9.54

Equipment: 412

Materials: (2) 4.5 inch straps, Hole diggers

Water/Sewer Street Cut List

Date:	Address:	Size:	Emailed to PW on:	Patched by Poole
03/26/21	101 W. Langdon Ave.	6x20	04/16/21	05/11/21
03/26/21	E. Market St. / near CSX RR underpass	6x8	04/16/21	05/19/21
04/05/21	105 W. Langdon Ave.	6x18	04/16/21	05/11/21
04/08/21	1009 Country Club Rd.	7x7	04/16/21	05/19/21
04/13/21	Service Rd. beside Outback Steak House	4x4	04/16/21	Repaired by contractor
04/22/21	922 Chestnut Dr.	5x7	04/30/21	Cut is the grass
04/22/21	1105 S. Vermont St.	6x8	04/30/21	05/19/21
04/22/21	324 Pace St.	4x5	04/30/21	05/19/21
04/28/21	601 N. 8th St. / Realo Drug Store	27x16	04/30/21	05/11/21

Received cut list on 4/16/2021 & 4/30/2021

Submitted to Poole Paving on 4/30/2021

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



I. Statistical Section

 3 Preventive Maintenances

 1 North Carolina Inspections - outsourced

 52 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. The Public Works Department safety meeting was on "Can you keep cool in hot weather?"

**Town of Smithfield
Public Works Sanitation Division
Monthly Report
May 31, 2021**



I. Statistical Section

The Division collected from approximately 4,200 homes, 4 times during the month

- a. Sanitation forces completed 30 work orders
- b. Sanitation forces collected tons 465.91 of household waste
- c. Sanitation forces disposed of 72 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled .58 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 150 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.42 tons of recyclable plastic
- h. Recycled 1320 lbs. of cardboard material from the Convenient Site Center
- i. 1 Used Oil filter Drum Collection 55 lbs. drum.
- J. A total of 251 gals of motor oil was collected at the Convenient Site Center
- k. Recycled 2020 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 3420 lbs. of shredder steel for \$222.30 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,376.00 for disposal of yard waste and debris. Paid \$886.54 to Amick Equipment for Step grips, support and brackets for truck 319. Paid \$742.35 to Blacks Tire for truck #305. Paid \$2264.42 to Landis Bullock for parts for Scag mower repair. Paid \$3131.76 to Carolina Industrial Equip, Inc. for repair to impeller, bushing and intake. Paid total \$12,618.67 for repairs for #309 flatbed repairs to #308 Hook lift, repairs to #318 hook lift /vac Truck and additional repairs on #309 Flatbed.

IV. Personnel Update:

No new personnel hired for the month. Mitchell's Temporary labors.

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. providing traffic control devices and event containers for special events held By Sarah Edwards Downtown 3rd Street. The Public Works Department safety meeting was on "Can you keep cool in hot weather?"

Community Service Workers worked 0 hrs.



MONTHLY REPORT FOR MAY, 2021

PROGRAMS STATISTICS	MAY, 2021		MAY, 2020	
NUMBER OF PROGRAMS	9		0	
TOTAL ATHLETICS PARTICIPANTS	267		0	
TOTAL NON/ATHLETIC PARTICIPANTS	133		0	
NUMBER OF GAMES PLAYED	66		0	
TOTAL NUMBER OF PLAYERS (GAMES)	1828		0	
NUMBER OF PRACTICES	19		0	
TOTAL NUMBER OF PLAYER(S) PRACTICES	230		0	
SARAH YARD COMMUNITY CENTER VISITS	135		0	
	MAY, 2021	20/21 FY YTD	MAY, 2020	19/20 FY YTD
PARKS RENTALS	109	328	0	219
USERS (PARKS RENTALS)	2997	11838	0	9363
TOTAL UNIQUE CONTACTS	5,323		0	
	MAY, 2021	20/21 FY YTD	MAY, 2020	19/20 FY YTD
PARKS AND RECREATION REVENUES	\$ 6,510.00	\$ 23,889.00	\$ (3,500.00)	\$ 51,858.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 60,397.00	\$ 605,402.00	\$ 66,932.00	\$ 641,180.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 121,587.00	\$ 143,168.00	\$ 24,451.00	\$ 262,870.00
SYCC EXPENDITURES	\$ 2,790.00	\$ 21,563.00	\$ 12,855.00	\$ 33,000.00
SYCC CAPITAL OUTLAY	\$ 37,869.00	\$ 37,869.00		

NOTES:

CONTINUED FUN AND FELLOWSHIP SOFTBALL, YOUTH BASEBALL, T-BALL AND KINDER SPORTS PROGRAMS
OPENED THE EVA E. ENNIS PARK / SPLASH PAD



SRAC MONTHLY REPORT FOR MAY, 2021

PROGRAMS SATISTICS	MAY, 2021		MAY, 2020	
NUMBER OF PROGRAMS	11		0	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	3528		0	
	MAY, 2021	20/21 FY YTD	MAY, 2020	19/20 FY YTD
SRAC MEMBER VISITS	2385	19386	0	30700
DAY PASSES	1064	2117	0	6595
RENTALS (SRAC)	8	81	0	429
USERS (SRAC RENTALS)	1019	3946	0	30097
TOTAL UNIQUE CONTACTS	7,996		0	
	MAY, 2021	20/21 FY YTD	MAY, 2020	19/20 FY YTD
FINANCIAL STATISTICS				
SRAC REVENUES	\$ 62,105.00	\$ 245,085.00	\$ 928.00	\$ 428,932.00
SRAC EXPENDITURES - OPERATIONS	\$ 59,667.00	\$ 624,697.00	\$ 51,689.00	\$ 785,444.00
CAPITAL OUTLAY EXPENDITURES	\$ 995.00	\$ 108,501.00		
SRAC MEMBERSHIPS	2385		2215	

NOTES:

2000+ PARTICIPANTS FOR ALLIGATOR STEPS SWIM LESSONS
 OFFERED 3 LIFEGUARD TRAINING SESSIONS
 HOSTED THE JOINT MEETING OF TOWN COUNCIL AND COUNTY COMMISSIONER FOR
 AMAZON ANNOUNCEMENT



- **Statistical Section**

- Electric CP Demand 27,354 Kw relative to April's demand of 15,660 Kw.
- Electric System Reliability for was 99.9945%, with three (3) recorded main line outage; relative to April's 99.9952%.
- Raw water treated on a daily average was 4.441 MG relative to 4.167 MG for April; with maximum demand of 5.983 MG relative to April's 5.479 MG.
- Total finished water to the system was 122.488 MG relative to April's 114.878 MG. Average daily for the month was 3.951 MG relative to April's 3.706 MG. Daily maximum was 4.931 MG (May 3rd) relative to April's 4.941 MG. Daily minimum was 1.869 MG (May 23rd), relative to April's 3.338 MG.

- **Miscellaneous Revenues**

- Water sales were \$253,479 relative to March's \$236,924
- Sewer sales were \$419,166 relative to April's \$403,409
- Electrical sales were \$1,130,946 relative to April's sales of \$1,169,650
- Johnston County Water purchases were \$166,921 for 71.030 MG relative to April's \$192,632 for 81.971 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$1,059,996 relative to April's \$755,569.
- Johnston County sewer charge was \$165,647 for 50.901 MG relative to April's \$199,240 for 61.052 MG.

- **Personnel Changes –**

- There were no changes in May



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

I. Statistical Section

- Street Lights repaired –18
- Area Lights repaired -9
- Service calls – 58
- Underground Electric Locates –131
- Poles changed out/removed or installed -11
- Underground Services Installed -10

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety meeting on Fire Extinguisher Training.
- The Utility Dept. also had blood pressure screening for those who wanted it.

V. Miscellaneous Activities:

- The Electrical Dept. is working on conversion/upgrade to the electrical system in the area of Baker St., Wellons, Cedarwood, Rosewood Streets.
- The Electrical Dept. is working on 9th St. Replacing poles.
- The Electrical Dept. helped the Street Dept. put out Flags for Memorial Day Weekend.



WATER & SEWER

MAY 2021 MONTHLY REPORT

● DISCONNECT WATER	3
● RECONNECT WATER	8
● TEST METER	3
● TEMPORARY METER SET	3
● DISCOLORED WATER CALLS	4
● LOW PRESSURE CALLS	0
● NEW/RENEW SERVICE INSTALLS	1
● LEAK DETECTION	13
● METER CHECKS	7
● METER REPAIRS	3
● WATER MAIN/SERVICE REPAIRS	8
● STREET CUTS	5
● REPLACE EXISTING METERS	0
● INSTALL NEW METERS	1
● FIRE HYDRANTS REPAIRED	3
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	3

- CLEANOUTS INSTALLED 4
- INSPECTIONS 4
- CAMERA SEWER 1
- SEWER MAIN CLEANED 6558 LF
- SERVICE LATERALS CLEANED 1285LF
- SERVICE CALLS 100
- LOCATES 101

- 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 MAY

PERSONNEL UPDATES

UPCOMING PROJECTS FOR THE MONTH OF JUNE

- WATER LINE REPLACEMENT SOUTH SMITHFIELD
- INSTALL NEW METERS ON 70 AND BUFFALO RD



MONTHLY WATER LOSS REPORT

MAY 2021

(3) - Meters with slow washer leaks

(6) 3/4" Line, 1/8" hole – 1 Day

1 1/2" Line, 1/8" hole – 1 Day

8" Line, 1/8" hole – 4 HRS

FH LEAKING SLOW DRIP

Smithfield Water Plant
Distribution Sampling Site Plan

May 2021

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	05/26/21	3.2	15	7965	10	North Street	05/12/21	2	15	17820	40
Computer Drive	05/26/21	3	15	31860	10	West Street	05/12/21	1.5	15	78030	50
Castle Drive	05/26/21	3.2	15	7965	10	Regency Drive	05/12/21	1	15	63720	60
Parkway Drive	05/26/21	3	15	63720	40	Randers Court	05/12/21	1.5	15	15930	40
Garner Drive	05/26/21	3.4	15	63723	40	Noble Street	05/12/21	1.5	15	15930	40
Hwy 210 LIFT ST.	05/26/21	3.2	15	15930	40	Fieldale Dr#1(L)	05/12/21	2	15	63720	40
Skyland Drive	05/26/21	3.2	15	7965	10	Fieldale Dr#2(R)	05/12/21	2	15	63720	40
Bradford Street	05/26/21	3.2	15	15930	10	Heather Court	05/12/21	2	15	15930	40
Kellie Drive	05/27/21	3	15	7965	10	Reeding Place	05/12/21	2	15	15930	40
Edgewater	05/27/21	2.6	15	7965	10	East Street	05/12/21	1	15	63720	40
Edgecombe	05/27/21	2.6	15	15930	40	Smith Street	05/12/21	2	15	63720	40
Valley Wood	05/27/21	3.2	15	63720	40	Wellons Street	05/12/21	1.5	15	63720	40
Creek Wood	05/27/21	3.2	15	63720	40	Kay Drive	05/12/21	3	15	38985	15
White Oak Drive	05/27/21	3	15	7965	10	Huntington Place	05/12/21	3	15	38985	15
Brookwood Drive	05/27/21	3.4	15	22515	5	N. Lakeside Drive	05/12/21	3	15	9750	15
Runnymede Place	05/27/21	2.5	15	31860	10	Cypress Point	05/12/21	3	15	34890	12
Nottingham Place	05/27/21	3	15	38985	10	Quail Run	05/12/21	3	15	8715	12
Heritage Drive	05/28/21	3.2	15	38985	10	British Court	05/12/21	3	15	8715	12
Noble Plaza #1	05/28/21	2.6	15	9750	10	Tyler Street	05/12/21	3	15	78030	60
Noble Plaza #2	05/28/21	2.6	15	9750	10	Yelverton Road	05/12/21	3	15	63720	40
Pinecrest Street	05/28/21	3	15	19500	10	Ava Gardner	05/12/21	3	15	63720	40
S. Sussex Drive	05/28/21	3	15	31860	10	Waddell Drive	05/12/21	2.5	15	7965	10
Elm Drive	05/28/21	3.2	15	9750	10	Henly Place	05/22/21	3	15	8715	12
						Birch Street	05/22/21	3	15	34890	12
						Pine Street	05/22/21	3	15	38985	15
Coor Farm Supply	05/28/21	2	15	7965	10	Oak Drive	05/22/21	3	15	37695	14
Old Goldsboro Rd.	05/28/21	3	15	7965	10	Cedar Drive	05/22/21	2.5	15	31860	10
Hillcrest Drive	05/12/21	2	15	31860	10	Aspen Drive	05/22/21	3	15	34890	12
Eason Street	05/12/21	2	15	38985	40	Furlonge Street	05/22/21	3	15	34890	12
Magnolia circle	05/12/21	1	15	78030	40	Golden Corral	05/22/21	3	15	40290	16
Rainbow Drive	05/12/21	2	15	19500	60	Holland Drive	05/22/21	3	15	9750	15
Rainbow Circle	05/12/21	3	15	19500	60	Davis Street	05/22/21	3.5	15	34890	12
Moonbeam Circle	05/12/21	1	15	19500	60	Caroline Ave.	05/22/21	3	15	31860	10
Ray Drive	05/12/21	1	15	15930	60	Johnston Street	05/22/21	1.5	15	38985	15
Will Drive	05/12/21	1	15	63720	40	Ryans	05/22/21	3	90	9750	15
Michael Lane	05/12/21	2	15	63720	40						
Ward Street	05/12/21	2	15	15930	40						

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