



Mayor

M. Andy Moore

Mayor Pro-Tem

Roger A. Wood

Council Members

(Vacant) District 1

Sloan Stevens

Travis Scott

David Barbour

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Andrew Harris

Town Clerk

Elaine Andrews

## Town Council

## Agenda

## Packet

Meeting Date: Tuesday July 1, 2025

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 1, 2025  
7:00 PM**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Approval of Agenda**

**Citizens Comments:**

**Presentations:**

**Page:**

- 1. Proclamation Recognizing the Month of July 2025 as Parks and Recreation Month in the Town of Smithfield**  
(Mayor – M. Andy Moore) See attached information .....1
- 2. Johnston County Parks and Open Space in association with Sound Rivers requests to install a trash trap at the South end of the Spring Branch restoration site**  
(Planning Director – Stephen Wensman) See attached information.....2

**Business Items:**

- 1. Consideration and request for approval to allow the Parks and Recreation Department to enter into a contract with Ledford Contracting Group, Inc.:**  
The Parks and Recreation Department is requesting approval to enter into an agreement with Ledford Contracting Group, Inc. in the amount of \$218,480 for Hastings House renovations  
(Parks and Recreation Director – Gary Johnson) See attached information.....18
- 2. Consideration and discussion for Noise Ordinance changes**  
(Town Manager – Michael Scott) See attached information.....61

**Consent Agenda Items:**

**1. Approval of Minutes**

- a. April 15, 2025 – Regular Session.....66
- b. April 21, 2025 – Recessed Budget Session.....71

**2. Consideration and request for approval to adopt a Resolution No. 776 (15-2025) adopting a Records Retention Policy:** Adopting policies to comply with the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Award Requirements

(Finance Director – Andrew Harris) See attached information.....78

**3. Consideration and request for approval to adopt a Resolution No. 777 (16-2025) adopting a Procurement Policy:** Adopting policies to comply with the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Award Requirements

(Finance Director – Andrew Harris) See attached information.....83

**4. Consideration and request for approval to allow Michael Overby to hold a Riders Meet Circuit Car Show:** The petitioner requests to hold a car show on October 26, 2025. There will be amplified sound.

(Planning Director – Stephen Wensman) See attached information.....101

**5. New Hire Report**

(Human Resources Director – Shannan Parrish) See attached information.....107

**Public Hearings: None**

**Councilmember's Comments:**

**Town Manager's Report:**

- Financial Report.....108
- Departmental Reports.....114
- Manager's Report (Will be provided at the Meeting)

**Adjourn**



# Presentations



**PROCLAMATION**  
**Designating July as Park and Recreation Month**  
**In the Town of Smithfield**

WHEREAS parks and recreation is an integral part of communities throughout this country, including in the Town of Smithfield; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

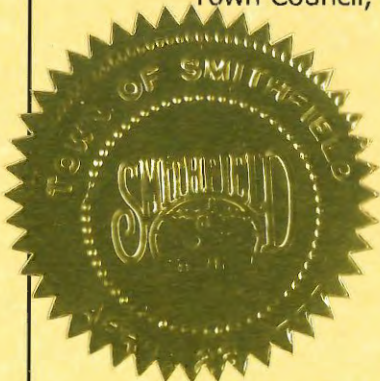
WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, The Town of Smithfield recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield, along with the members of the Town Council, do hereby proclaim July as Park and Recreation Month in the Town of Smithfield.



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M. Andy Moore, Mayor

*IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Smithfield on this First Day of July in the year of our Lord Two Thousand Twenty- Five*





# Request for Town Council Action

**Presentation:** Spring  
Branch  
Trash  
Trap  
Date: 07/01/2025

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**Subject:** Spring Branch Trash Traps  
**Department:** Planning Department  
**Presented by:** Planning Director - Stephen Wensman  
**Presentation:** Spring Branch Trash Traps

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## Issue Statement

Johnston County in association with Sound Rivers request to install a trash trap in the Town of Smithfield.

## Financial Impact

Cost is covered by a grant for 2-years; May require the town to cover maintenance costs in future years 9 (+/- \$7500/year) unless it is requested to be removed, or additional grant funding is obtained.

## Action Needed

To approve the installation of a trash trap in the Town.

## Recommendation

Staff recommend approval of the installation of a trash trap in the Town.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Presentation





# Staff Report

**Presentation: Spring  
Branch  
Trash  
Trap**

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## **Overview:**

Johnston County Parks and Open Space in association with Sound Rivers have received a grant to install a trap in the Town of Smithfield. The proposed tentative location is on the Spring Branch at 6<sup>th</sup> Street at the south end of the Spring Branch restoration site.

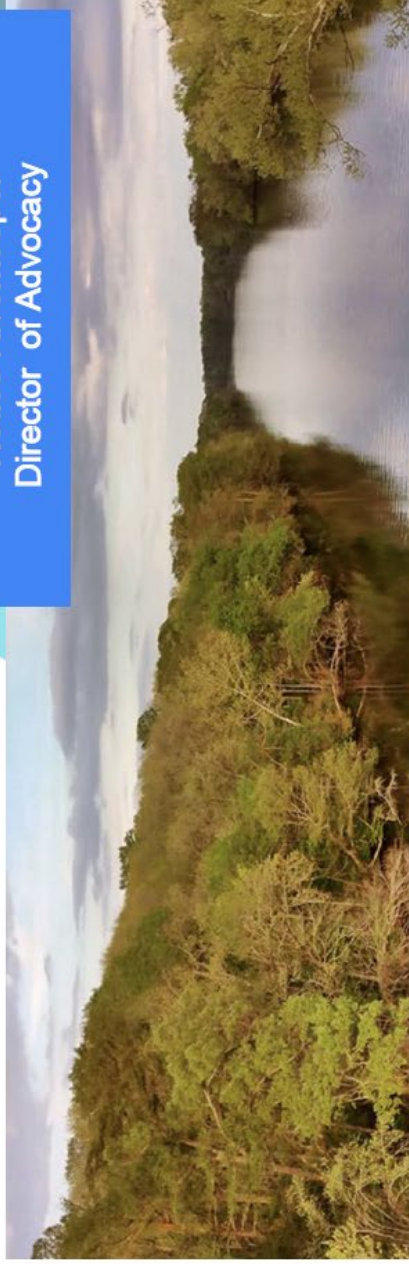
The grant will cover the initial installation cost and monitoring/maintenance by the Neuse River Keeper for a period of two years. In future years, the Town could budget for the monitoring and maintenance (+/- 7,500) unless the traps are requested to be removed, or additional grant funding is obtained.





Samantha Krop,  
Neuse Riverkeeper  
Director of Advocacy

*Protecting the  
Neuse and Tar-  
Pamlico River  
watersheds, &  
promoting fishable,  
swimmable, &  
drinkable and  
accessible  
waterways for all.*



# The Problem: Rivers of Plastic

- Exponential increase in plastic production in recent decades
- 95% of trash found in area rivers is plastic
- This plastic breaks down into microplastic that is an aquatic and public health problem
- Chemicals found in plastics can impact
  - Hormone production
  - Reproduction
  - Cardiovascular system
  - Insulin secretion





# A Solution: Trash Traps

- Passive litter traps installed on small urban creeks to capture trash
- Float as the water rises and falls to collect litter as it flows downstream
- Increased efficiency & effectiveness of river cleanups, reduce plastic pollution downstream



# Specifications

## Trash Trap:

- 2ft (h) x 6ft (w) x 8ft (l)
- 250lbs
- Materials:
  - Frame: Galvanized Steel
  - pontoons: 6010 Aluminum
  - Gate: 3/4 Expanded Mesh

## Site Specs

- Not to exceed bank width of 50ft
- Max historical flow rate 5k cfs





# Key Considerations

- Allow for aquatic life to pass through and under
- Designed to withstand high storm flows
- Located in wadeable streams for volunteer safety
- Located in areas to avoid user conflicts (i.e. fishing/boating)
- Does not contribute to flooding
- Can be removed ahead of extreme storms



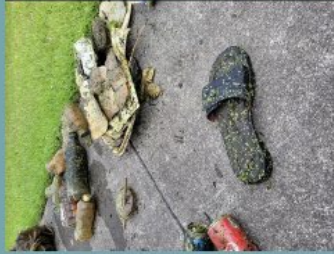


## Before vs. After





# Trash Traps have Big Impacts!



Estimated  
annual  
collection  
rate of 1,000  
lbs of trash /  
year!



# Community Investment





## Step 1: ADOPT A TRASH TRAP





# Sound River's Trash Traps

Traps Totals 2025			
T <sub>r</sub> City		T <sub>r</sub> Trap Location	
Washington	Washington #2	Jack's Creek	
Washington #2		Fourth Street	
Greenville	Tarboro	Greens Mill Run	
Tarboro		East Tarboro Canal	
Raleigh	Raleigh	Little Rock Creek	
Raleigh		Marsh Creek Greywood	
Raleigh		Marsh Creek Stonybrook	
Kinston	New Bern	Adkin Branch	
New Bern		Henderson Park	
Clayton	Clayton	Little Creek	

- OVER 400 VOLUNTEERS!
- OVER 7,000 POUNDS TRASH COLLECTED





# Clayton Trash Trap Installation Ceremony!







Free



# What Sound Rivers Does

- Purchase & install trash trap
- Coordinate with community organizations to ensure monthly maintenance
- Hold liability
- After first two years, possible funding sources include additional grants, state or local funding.



**THANK YOU!**

# Business Items





# Request for Town Council Action

**Business Hastings**  
**Item: House**  
**Renovations**  
Date: 07/01/2025

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**Subject:** Hastings House Renovations  
**Department:** Parks and Recreation Department  
**Presented by:** Parks and Recreation Director - Gary Johnson  
**Presentation:** Business Item

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## Issue Statement

The Parks and Recreation Department is asking for consideration and approval to enter into contract with Ledford Contracting Group, Inc for the Hastings House Renovations Project.

## Financial Impact

Amount of Bid & Agreement: \$ 218,480.00

## Action Needed

Approval to enter into contract with Ledford Contracting Group, Inc for the Hasting House Renovations Project.

## Recommendation

Approval to enter into contract with Ledford Contracting Group, Inc for the Hasting House Renovations Project.

Approved ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Construction Contract
3. Bid Instructions
4. Bid Tabulation
5. Bid Advertisements
6. Grant Amendment Information



# Staff Report

**Business Hastings  
Item: House  
Renovations**

In February of 2022, the Town Council approved the acceptance of a federal Emergency Supplemental Historic Preservation Fund grant for renovations and storm mitigation for the Hastings House. This grant is administered by the North Carolina State Historic Office (SHPO). The Town originally received \$ 178,674.00 for the project. In August of 2024, The Town received additional funding with the updated grant amount being \$ 319,174.00. The Town Council also allocated \$ 30,000 bringing the total project budget to \$ 349,174.00

Of these funds, \$ 43,647.00 was contracted with Maurer Architecture for Architect Fees, Project Administration and National Register Nomination Application leaving \$ 305,527.00 for construction.

Maurer Architecture, working with SHPO, created construction drawings and documents for the project that included Masonry, Wood Finishing and Framing, Thermal and Moisture Protection, Window Repairs and Storm Windows, Electrical and Exterior Improvements.

Bid Packages were created and a Request for Bids was advertised with one contractor submitting a bid. Requiring 3 bids, a second Request for Bids was advertised with only one contractor submitting.

Ledford Contracting Group, Inc submitted a bid with the base and added alternates for a total bid of \$ 218,480.

The contractor was vetted by the Architect and SHPO and was approved to complete the work in accordance with State and Federal Standards.

The Parks and Recreation Department is requesting approval to enter into agreement with Ledford Contracting Group, Inc in the amount of \$ 218,480.00 for the renovations of the Hastings House as drawn and approved by Maurer Architecture and the State Historic Preservation Office.



## CONSTRUCTION CONTRACT

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**PROJECT:** Hastings House Repairs Project

**PROJECT LOCATION:** 200 S. Front Street, Smithfield, NC 27577

**PROJECT IDENTIFIER:** This contract pertains to the project originally advertised on Tuesday, April 1, 2025.

**OWNER:** Town of Smithfield

**CONTRACTOR:** Ledford Contracting Group, Inc.

**NC LICENSE #:** 78520

**ADDRESS:** 1858 Hwy 11 55, Kinston, NC 28504

**DATE OF AGREEMENT:** \_\_\_\_\_

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### ARTICLE 1 – THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (AIA A201–2017), Drawings, Specifications, Addenda Issued prior to execution, Attachments A, B, C, D, E, F and G, and Change Orders Issued after execution. These documents form the entire Contract. Further, the contracted project is funded through the Emergency Supplemental Historic Preservation Fund Grant Program funds received by the State Historic Preservation Office (HPO) and is administered by the National Park Service. All grant activities must comply with all relevant federal, state, and local laws, regulations, and ordinances. In addition, grant activities will be supervised by the HPO and must meet The Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. The HPO must approve all progress schedules, change orders, work change directive, "or equals," substitutions, and application for payment prior to payment to the Contractor by the Owner. Owner and Contractor hereby agree as follows:

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### ARTICLE 2 – THE WORK

The Contractor shall fully execute the Work described in the Contract Documents, including the Base Bid and accepted alternates as specified in Article 3. The Work includes repairs and renovations to the Hastings House, including structural stabilization, electrical upgrades, roof repairs, interior refinishing, and exterior improvements as further detailed in the Contract Documents.

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### ARTICLE 3 – CONTRACT SUM

3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall consist of the following:

- **Base Bid: \$130,000.00**
- **Alternate 1 – Stone Strengtheners: \$8,000.00**
- **Alternate 2 – Attic Insulation Replacement: \$5,000.00**
- **Alternate 3 – Gutters/Downspouts: \$5,000.00**
- **Alternate 4 – Rebuild Original Window Framing: \$8,000.00**
- **Alternate 5 – Sheet Vinyl Flooring: \$3,000.00**
- **Alternate 6 – Liquid-Applied Roof Warranty System: \$4,500.00**
- **Alternate 7 – Aluminum Storm Windows: \$18,400.00**
- **Alternate 8 – Reroute Condensate Line: \$980.00**
- **Alternate 9 – Fireplace Trim Repaint: \$900.00**
- **Alternate 10 – Roof Flashing/GWB Repair at Water Intrusion: \$4,700.00**
- **Alternate 11 – Full Interior Paint & Plaster Repair: \$10,200.00**
- **Alternate 12 – Electrical Scope (Exit Signs, Emergency Lighting): \$13,400.00**
- **Alternate 13 – Structural Repair at Beam Detail 5/S1: \$4,400.00**
- **Alternate 14 – Allowance by Addendum 2: \$2,000.00**

3.2 The Contract Sum does not include any additional alternates at this time. These alternates may be added only by mutual agreement and fully executed Change Order, subject to Article 13.

**Total Contract Sum (Base Bid + Alternates 1–14): \$218,480.00** These alternates may be added only by mutual agreement and fully executed Change Order, subject to Article 13.

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## **ARTICLE 4 – PAYMENTS**

Progress Payments shall be made monthly, based on the percentage of Work completed and approved by the Architect. Applications for payment must be submitted no later than the 25th of each month. Upon approval by the Architect and HPO, the Owner shall make payment within thirty (30) calendar days. Final payment shall be made upon Substantial Completion and final acceptance. A 5% retainage will be withheld on all progress payments and released upon final acceptance.

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## **ARTICLE 5 – CONTRACT TIME**

5.1 The Work shall commence upon receipt of the formal Notice to Proceed, anticipated on or around July 1, 2025.

**5.2** The Contract Time is one hundred eighty (180) calendar days from the Notice to Proceed. The projected date for Substantial Completion is February 1, 2026.

**5.3** Liquidated damages of \$0 (Zero) per calendar day will be assessed for delay in Substantial Completion.

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## **ARTICLE 6 – LIQUIDATED DAMAGES**

As described in 5.3, Liquidated damages apply at a rate of \$0 (Zero) per calendar day beyond the Contract Time.

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## **ARTICLE 7 – PERFORMANCE AND PAYMENT BONDS**

The Contractor shall furnish 100% Performance and Payment Bonds within ten (10) calendar days of Notice of Award. If bonds are not furnished within this period, the Contractor may request a written extension. Failure to provide bonds does not automatically void the contract without written notice from the Owner.

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## **ARTICLE 8 – INSURANCE**

The Contractor shall maintain insurance coverage required under AIA A201-2017. Certificates of insurance naming the Owner and Architect as additional Insureds (including completed operations coverage) must be provided before commencement. Minimum coverage shall include:

- Commercial General Liability: \$1,000,000 per occurrence
  - Automobile Liability: \$1,000,000 combined single limit
  - Workers' Compensation: Statutory limits
  - Employer's Liability: \$500,000
  - Builder's Risk Insurance: As applicable to the scope of work. Certificates of insurance naming the Owner and Architect as additional insureds (including completed operations coverage) must be provided before commencement.
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## **ARTICLE 9 – INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Owner and Architect to the extent permitted under applicable law, including for claims arising out of the performance of the Work, but only to the extent of the Contractor's negligence, wrongful acts, or omissions.

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## **ARTICLE 10 – DISPUTE RESOLUTION**

Disputes shall be resolved first through mediation under the American Arbitration Association. If unresolved, disputes may proceed to arbitration or litigation in Johnston County, NC, at the Contractor's election, unless otherwise mutually agreed.

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## **ARTICLE 11 – OWNER'S REPRESENTATIVE**

The Owner designates Laurie Jackson, David Maurer, and Gary Johnson of Maurer Architecture as its authorized representatives.

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## **ARTICLE 12 – GOVERNING LAW**

This Agreement shall be governed by the laws of the State of North Carolina.

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## **ARTICLE 13 – SUPPLEMENTARY CONDITIONS**

The Owner may suspend work temporarily at any time. The Contractor shall stop Work and protect all materials in place. The Contract Sum and Contract Time shall be adjusted equitably in accordance with A201-2017 Section 2.3.

If hazardous materials (e.g., asbestos, lead-based paint) are encountered, the Contractor shall stop Work in the affected area, notify the Owner immediately, and proceed in accordance with A201-2017 Section 10.3.

The Parties agree that AIA Document A201-2017, General Conditions of the Contract for Construction, is incorporated by reference into this Agreement in its entirety. In addition, the following supplementary conditions shall apply:

### **13.1 Contingent Alternates:**

- The Owner may authorize additional alternates via mutually agreed Change Order.
- Prices for alternates are held for 60 calendar days from the Effective Date, after which they may be renegotiated.



- Contractor is not obligated to perform alternates without a fully executed Change Order via mutually agreed Change Order.
- After any hold period, prices may be renegotiated. Contractor is not obligated to perform alternates without a fully executed Change Order.

### **13.2 State and Federal Compliance Requirements:**

- The contracted project is funded through the Emergency Supplemental Historic Preservation Fund Grant Program funds received by the State Historic Preservation Office and is administered by the
- National Park Service. All grant activities must comply with all relevant federal, state, and local laws, regulations, and ordinances. In addition, grant activities will be supervised by the State Historic Preservation Office and must meet the Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation.
- This contract will be terminated in instances where the contractor violates or breaches contract terms.
- This contract can be terminated for cause and for convenience by the owner. If work is terminated, the Contractor will have 2 weeks to stop all work and provide an invoice for completed work.
- In accordance with 41 CFR 60 1.4(b) Equal Employment Opportunity the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of
- compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided
- setting forth the provisions of this nondiscrimination clause.
- The Contractor will comply with the Fair Labor Standards Act of 1938 (FLSA) (29 U.S.C. Chapter 8 ) This act creates the right to a minimum wage, and 'time-and-a-half' overtime pay when people work over forty hours a week. It also prohibits employment of minors in 'oppressive child labor'. The Contractor will also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- The contractor will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) and in compliance with 40 U.S.C. 3702 and 3704, as supplemented

by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- The contractor agrees to comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- The Contractor will comply with Debarment and Suspension (Executive Orders 12549 and 12689) –(See Attachment E). The Contractor must also have any Subcontractors execute Attachment E –
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Lower Tiered.
- The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – and will file the required certification (Attachment F). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- The Contractor will comply with 2 CFR 200.322 Domestic preferences for procurements.
- The Contractor will comply with 2 CFR 200.323 Procurement of recovered materials.
- The Contractor will comply with 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- The Contractor shall provide quarterly reporting of the total number of hours worked by all personnel on the project and a brief description of work accomplished using a form provided by the State Historic Preservation Office. This is a requirement of the Federal Grant Funding.

### **13.3 Submittals:**

- The Contractor shall prepare and submit a complete submittal schedule within 15 calendar days after Issuance of the Notice to Proceed.
- Submittals shall be reviewed for general conformance by the Architect or Owner's Representative. No materials or products requiring submittals shall be fabricated or installed without written approval.

#### **13.4 Change Orders and Claims:**

- Change Orders must be submitted in writing, with justification and cost breakdowns, and approved prior to commencement of changed work.
- Claims for additional time or money must be submitted in writing within 21 calendar days after the event giving rise to the claim. Untimely claims may be deemed waived.

#### **13.5 Delays and Extensions of Time:**

- Extensions of time for delays caused by force majeure, unusual weather, or unforeseen site conditions may be granted by the Owner if properly documented.

#### **13.6 Termination for Convenience:**

- The Owner may terminate the contract for convenience at any time upon written notice. The Contractor shall be entitled to compensation for work performed to date and reasonable demobilization costs, but not for anticipated profit on unperformed work.

#### **13.7 Coordination and Site Supervision:**

- All Work shall be performed during normal business working hours, Monday through Friday. After-hours or weekend work shall not be performed unless coordinated with and approved by the Architect.
- The Contractor shall provide qualified on-site supervision during all working hours and maintain coordination with all subcontractors, vendors, inspectors, and consultants.

#### **13.8 Cleanup:**

- The Contractor shall maintain the site in a clean and orderly condition throughout the construction period. Final cleanup, including removal of all debris and surplus material, shall be completed to the satisfaction of the Owner prior to final acceptance.
- The Contractor shall provide as-built drawings, warranties, and operation manuals prior to final payment.

#### **13.9 Additional Standard Provisions:**

##### **13.9.1 Scope Summary:**

The Work includes repairs and renovations to the Hastings House, including but not limited to structural stabilization, roof system restoration, new accessible ramp, electrical upgrades, plaster repair, interior refinishing, and exterior envelope work as detailed in the Drawings and Specifications.

##### **13.9.2 Warranty:**

The Contractor warrants all Work against defects in materials and workmanship for a period of one (1) year from the date of Substantial Completion. This warranty is in addition to, and not in limitation of, other rights or remedies provided by law or Contract.

**13.9.3 Schedule of Values:**

Within fifteen (15) calendar days of the Notice to Proceed, the Contractor shall submit a detailed Schedule of Values for approval by the Architect. This document shall form the basis for progress payments.

**13.9.4 Insurance Minlmums:**

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
  - Workers' Compensation: Statutory limits
  - Employer's Liability: \$500,000
  - Automobile Liability: \$1,000,000 combined single limit
  - Builder's Risk Insurance (If required by Owner): Replacement value
- These policies shall name the Owner and Architect as additional insureds for ongoing and completed operations.

**13.9.5 Safety and OSHA Compliance:**

The Contractor shall implement a safety program compliant with OSHA and all applicable regulations. The Contractor shall maintain a safe jobsite and take reasonable precautions to protect persons and property.

**13.9.6 Subcontractor Approval:**

The Contractor shall submit a list of all proposed subcontractors and suppliers for Owner review. The Owner reserves the right to reasonably reject any proposed subcontractor.

**13.9.7 Closeout and As-Built Documents:**

As a condition of final payment, the Contractor shall provide:

- Record (as-built) drawings
- Product and equipment warranties
- Operations and maintenance manuals
- Final lien waivers and releases

**13.9.8 Right to Suspend Work:**

The Owner may direct the Contractor to suspend, delay, or interrupt all or part of the Work for its convenience or for reasons of safety, regulatory compliance, or coordination. Equitable adjustment to Contract Time and/or Sum shall be made as appropriate.

**13.9.9 Hazardous Materials:**

If the Contractor encounters hazardous materials (e.g., asbestos, lead, mold) not identified in the Contract Documents, they shall stop work in the affected area and notify the Owner and Architect immediately. Work shall not resume until proper remediation procedures are agreed upon. The Contractor shall not be responsible for remediation unless otherwise specified. In a clean and orderly condition throughout the construction period. Final cleanup, including removal of all debris and surplus material, shall be completed to the satisfaction of the Owner prior to final acceptance.



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## ARTICLE 14 – CONTRACTOR'S REPRESENTATIVE

The Contractor designates Timothy Thompson as the on-site supervisor and primary representative for coordination and field direction. Substitutions shall be communicated in writing and approved by the Owner prior to implementation.

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## ARTICLE 15 – SIGNATURES

### OWNER:

Town of Smithfield

By: \_\_\_\_\_

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

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

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

### CONTRACTOR:

Ledford Contracting Group, Inc.

By:  \_\_\_\_\_

Name: Stephen Ledford

Title: President

Date: 6-16-2025

**Attachment B**  
**General Terms and Conditions**

**DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in N.C.G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit

and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### **Relationships of the Parties**

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective

successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### **Indemnity**

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract to the extent permitted by law.

### **Default and Termination**

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

### **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. 147-64.7. Additionally, as the State funding authority, the Agency shall have access to persons and records as a

result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### **Miscellaneous**

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.



**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

## ATTACHMENT C

### Appendix for Emergency Supplemental Historic Preservation Fund Contracts

The following stipulations, together with the General Terms and Conditions (Attachment A to the Grant Contract), apply to all grant projects funded in part by federal Historic Preservation Fund grants awarded to the North Carolina Department of Natural and Cultural Resources, Office of Archives and History (OAH), State Historic Preservation Office (HPO), by the U. S. Department of the Interior, National Park Service. The Grant Contract and any approved grant subcontract and project contract shall be subject to all the conditions of this Appendix to Contracts.

Answers to questions about the application of these conditions to specific projects are available from the Hurricane Grants Manager, State Historic Preservation Office, 4617 Mail Service Center, Raleigh, NC 27699-4617. Telephone: (919) 814-6591. Fax: (919) 814-6898.

1. **PROCUREMENT:** Grantees must forward to the HPO evidence of compliance with federal competitive procurement requirements for professional services and subcontracts prior to reimbursement, if applicable, and must retain procurement documentation for the time period required by 2 CFR §200.317-§200.326 and other Historic Preservation Fund program regulations.
2. **CHANGES IN SCOPE OF WORK:** The approved scope of work, products, budget and performance/reporting milestones included in contracts cannot be changed without prior written approval from the HPO.
3. **LOBBYING PROHIBITED:** Grantees and contractors must conform with the following text of 18 U.S.C. 1913, which prohibits the use of the grant funds for lobbying: *No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designated to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Department or agencies from communication to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.*
4. **RETENTION OF RECORDS:** The Grantee, the United States Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of any contractor, which are directly pertinent to the specific contract under the grant project, for the purpose of making audit, examination, excerpts, and transcription. Grantees shall require contractors to maintain all required records for three years after Grantees make final payments and all other pending matters are closed.
5. **AUDIT AND REPORTING REQUIREMENTS:** Grantees are responsible for obtaining audits in accordance with the *Single Audit Act of 1984, P.L. 98-502 (31 U.S.C. 7501-7); the Single Audit Act Amendments of 1996, P.L. 104-156 [(31 U.S.C. 7505(a))]* for State, local and tribal governments, and non-profit institutions; 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*. The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards

covering financial and compliance audits. Grantees are subject to audit and other reporting requirements of 9 North Carolina Administrative Code Subchapter 3M.0205.

6. **PUBLICATIONS:** Acknowledgment of federal grant assistance should be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, as follows: *The activity that is the subject of this (type of publication) has been financed (in part/entirely) with federal funds from the National Park Service, Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.*

The design and content of any publication produced from a survey of architectural or archaeological resources must be reviewed and approved by the OAH prior to its printing.

7. **SUSPENSION OR TERMINATION OF GRANT:** Voluntary and involuntary suspension or termination of the grant, in whole or in part, by either the OAH or Grantee may occur at any time prior to the date of project completion. See additional provisions regarding termination of the grant in Attachment B, General Terms and Conditions.
8. **ENFORCEMENT AND REMEDIES FOR NONPERFORMANCE:** If the Grantee or any contractor fails to fulfill in a timely and proper manner his or her obligation under the Contract, or violates any of the provisions of the Contract, the OAH may enforce the remedies for Grantee or contractor compliance pursuant to Section 43 of the Code of Federal Regulations (43 CFR 12.43, 12.44, 12.83), incorporated by reference herein. See additional provisions regarding default and termination in Attachment B, General Terms and Conditions.
9. **STANDARDS FOR FINAL PRODUCTS:** Final products that do not conform to the terms and conditions of the Contract or which do not meet the applicable *Secretary of the Interior's Standards for Archeology and Historic Preservation* will not be reimbursed.
10. **EQUAL OPPORTUNITY:** In consideration of the signing of this Contract for the performance of work and furnishing of labor and materials as set forth herein, the Parties hereto for themselves, their agents, officials, and employees or servants agree not to discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation, or national origin with reference to the subject matter of this Contract. Grantee agrees to comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. 2000 (d)), the *Americans with Disabilities Act* (42 U.S.C. 12204), and with Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. 794).
11. **SAFETY PRECAUTIONS:** The National Park Service and the OAH assume no responsibility with respect to accidents, illnesses or claims arising from the work performed under a grant-supported project. The Grantee and the contractor are expected to take necessary steps to insure themselves and their personnel and to comply with applicable local, State or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.
12. **OTHER REQUIREMENTS:** In addition to the terms detailed in this Contract, all federal requirements governing grants are applicable. (2 CFR 200 and 2 CFR 1400-1402).



## ATTACHMENT D

### ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009

Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 170(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1986, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 108(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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**ATTACHMENT E**  
**U.S. Department of the Interior**

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

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**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Covered Transactions**

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CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transactions**

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CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant 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 this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



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**PART C: Certification Regarding Drug-Free Workplace Requirements**

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CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

**Alternate I. (Grantees Other Than Individuals)**

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

---

---

Check ☐ if there are workplaces on files that are not identified here.

---

---

**PART D: Certification Regarding Drug-Free Workplace Requirements**

---

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

**Alternate II. (Grantees Who Are Individuals)**

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND  
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;  
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL  
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR  
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 an agency, a Member of Congress, and 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.
- (2) 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



TYPED NAME AND TITLE

Stephen Ledford - President

DATE

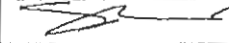
6/16/2025

# ATTACHMENT F

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013  
Expiration Date: 02/28/2022

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier If known: <input type="checkbox"/>		
* Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b> * Name <input type="text"/> Office of Archives and History * Street 1 <input type="text"/> 109 E. Jones Street Street 2 <input type="text"/> * City <input type="text"/> Raleigh State <input type="text"/> NC: North Carolina Zip <input type="text"/> 27601 Congressional District, if known: <input type="text"/> 4		
<b>6. * Federal Department/Agency:</b> <input type="text"/> Dept of Interior/National Park Service		<b>7. * Federal Program Name/Description:</b> <input type="text"/> Emergency Supplemental Historic Preservation Fund CIOA Number, if applicable: <input type="text"/> 161957
<b>8. Federal Action Number, if known:</b> <input type="text"/> P20AP00012		<b>9. Award Amount, if known:</b> \$ <input type="text"/>
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the U.S. above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature:  * Name: Prefix <input type="text"/> * First Name <input type="text"/> Stephen Middle Name <input type="text"/> Jerry * Last Name <input type="text"/> Ledford Suffix <input type="text"/>		
Title: <input type="text"/> President Telephone No.: <input type="text"/> 252-775-0601 Date: <input type="text"/> 6/16/2025		
2010-01-01		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



## ATTACHMENT G

### Services To Be Provided and Standards To Be Followed For Development Projects

I. SERVICES AND GOODS TO BE PROVIDED BY THE PROJECT CONTRACTOR, AND STANDARDS AND PROCEDURES TO BE FOLLOWED BY THE PROJECT CONTRACTOR:

The Project Contractor shall perform development or data recovery project activities as outlined in the construction drawings and specifications or data recovery plan and according to the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, incorporated in this Grant Contract as if fully set forth herein, under the guidelines and professional supervision of the State Historic Preservation Office (HPO) and Office of State Archaeology (OSA).

II. SERVICES AND GOODS TO BE PROVIDED BY THE GRANTEE:

To ensure that the project will operate efficiently on the local level for the Project Contractor, the Grantee shall:

1. conduct local administration and accounting of the grant;
2. be responsible for ensuring that deadlines established in the project schedule are met; and
3. be responsible for ensuring that all restoration or data recovery work is reviewed and approved by the State Historic Preservation Office restoration staff or Office of State Archaeology staff.



## Bid Package Cover Sheet

Contractors: Please fill out information below and attach this form to the front of your bid package.

**Project:** Hastings House Repairs Project

Bid Opening to be located at:  
350 East Market Street  
Smithfield, NC 27577

Friday May 30, 2025 10:00AM Bid Opening

**Owner:**

Town of Smithfield  
P.O. Box 761, Smithfield, NC 27577

**General Contractor & License #:** Ledford Contracting Group, Inc. 78520

**Bidder's Address:** 1858 Hwy 11/55 Kinston, NC 28504

**Phone:** 252-775-0601

**Email:** stephen@LCGNC.com

**Acknowledgement of Receipt: (Check all addenda received)**

Addendum #1: ☒

Addendum #2: ☒

Addendum #3: ☒

Addendum #4: ☒

**Base Bid:**

**Total Base Bid:** One hundred thirty thousand

(\$ 130,000.00 )

**Alternate 1:** Eight thousand (\$ 8,000.00 )

**Alternate 2:** five thousand (\$ 5,000.00 )


**Alternate 3:** Five thousand (\$ 5,000.00 )

**Alternate 4:** Eight thousand (\$ 8,000.00 )

**Alternate 5:** Three thousand (\$ 3,000.00 )

Alternate 6:	Four thousand five hundred	(\$ 4,500.00 )
Alternate 7:	Eighteen thousand four hundred	(\$ 18,400.00 )
Alternate 8:	nine hundred eighty	(\$ 980.00 )
Alternate 9:	nine hundred	(\$ 900.00 )
Alternate 10:	four thousand seven hundred	(\$ 4,700.00 )
Alternate 11:	ten thousand two hundred	(\$ 10,200.00 )
Alternate 12:	Thirteen thousand four hundred	(\$ 13,400.00 )
Alternate 13:	Four thousand four hundred	(\$ 4,400.00 )
Alternate 14: Allowance by Addendum 2-	Two thousand	(\$ 2,000.00 )

Stephen Ledford





## **Past Similar Projects**

Harmony Hall Plantation Village

Owner: Harmony Hall Plantation Village, Inc.

Phone: 910-874-1707

Boney Timber Mill Restoration

Owner: Town of Wallace

Phone: 910-285-4136

Lucas Restoration

Owner: Rebecca Lucas

Phone: 252-670-1291

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

Bond No.: 500037

KNOW ALL MEN BY THESE PRESENTS, that we Ledford Contracting Group Inc.

1858 HWY 11/55, KINSTON, NC 28504-4761

as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)  
P.O. Box 14498, Des Moines, Iowa 50306-3498

a corporation duly organized under the laws of the State of Iowa  
as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Smithfield

PO Box 761, Smithfield, NC 27577

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars (\$ 5 % ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, the Principal has submitted a bid for Hastings Historic House Restoration. Repair siding, painting,  
chimney brick work & pour new sidewalk, etc...

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 29th day of May 2025 XXX

Ledford Contracting Group Inc.

Ashley Ledford  
(Witness)

Stephen Ledford  
(Principal)  
(Title) President (Seal)

Gandy Meaman  
(Witness)

Martha P Aycock  
(Surety)  
(Title) Attorney-in-Fact (Seal)

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Bond #: 500037

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Martha P Aycock**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignees, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of May, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

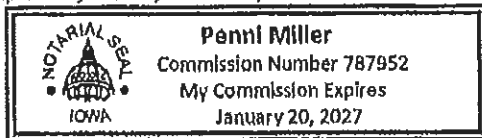
By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 28th day of May, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



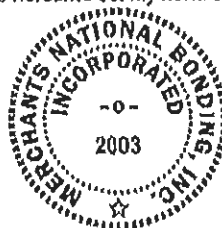
(Expiration of notary's commission  
does not invalidate this instrument)

*[Signature]*

Notary Public

I, Elisabeth Sandarsfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of May, 2025.



*Elisabeth Sandarsfeld*

Secretary

# Instructions to Bidders

## **Proposals:**

Each proposal shall be submitted in a sealed envelope on the printed form, or exact copies thereof, contained in the Contract Documents. These envelopes shall be plainly marked:

**Project: Hastings House Repairs Project**

**Date & Time of Bid Opening:**

**Bidder's Name:**

**Bidder's Address:**

**North Carolina Contractor License #:**

**Contact Name:**

**Contact Phone #:**

**Note: Bid Documents Hastings House Repairs Project -- Do Not Open**

Bid packages are to be delivered to:

Smithfield Town Hall

350 East Market St.

Smithfield, NC 27577

Packages are to be submitted no later than 10:00 AM, Friday May 2, 2025.

All bid information to be submitted in ink. No pencil information will be accepted.

Bids must be valid for a minimum of thirty (30) days from date of bid opening.

Only provide alternates that have been requested.

Proposed substitutions must be approved in a formal addendum to be accepted.

The contracted project is funded through the Emergency Supplemental Historic Preservation Fund Grant Program funds received by the State Historic Preservation Office and administered by the National Park Service. All grant activities must comply with all relevant federal, state, and local laws, regulations, and ordinances. In addition, grant activities will be supervised by the State Historic Preservation Office and must meet the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation*.

Bidder is required to provide past experience of three (3) past similar projects over the past five (5) years – to include the client's name and contact information for each project.

Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial and technical resources, and Historically Underutilized Business (HUB) status.



**Bid Submittal Checklist/Requirements:**

Bid Package Cover Sheet (completed)  
Contractor's Qualification Statement (completed, signed, and notarized)  
Bid Bond

**Contract Documents:**

Bidding Documents may be viewed and ordered online by registering with Duncan Parnell via their bid room <https://bidroom.duncan-parnell.com/>. Registration with Duncan Parnell is required to obtain the bid documents and be added to the official Plan Holder's List. Addenda notification will be sent to those buying full sets from Duncan Parnell via their bid room. The cost of bid documents and shipping is non-refundable. OWNER/ARCHITECT/ENGINEER will NOT be responsible for copies of the bid documents obtained from sources other than from Duncan-Parnell. If you need any assistance ordering or getting registered on <https://bidroom.duncan-parnell.com/> please contact: Michaela Bruinius at [constech@duncan-parnell.com](mailto:constech@duncan-parnell.com) or 704-526-1856.

The bidder must be an official planholder for their bid to be considered.

A hard copy of the documents will be available to view at Smithfield Recreation and Aquatic Center (SRAC), 600 M. Durwood Stephenson Parkway, Smithfield NC 27577.

**Alternates:**

Alternate 1: APPLY STONE STRENGTHENER, PROSOCO CONSERVARE OH100 CONSOLIDATION TREATMENT OR APPROVED EQUAL

Alternate 2: REMOVE EXISTING ATTIC INSULATION; CLEAN. NEW BATT INSULATION WITH INSULATION BAFFLES AT ATTIC, TYP.

Alternate 3: NEW HALF ROUND ALUMINUM GUTTER AND DOWNSPOUT

Alternate 4: AREA OF ORIGINAL WINDOW INFILL; HPO STAFF TO PROVIDE FIELD VERIFICATION OF FRAMING DURING CONSTRUCTION TO DETERMINE WHETHER THE OPENINGS ARE ORIGINAL, AND SASH MAY BE REINSTALLED: NEW DOUBLE HUNG WOOD WINDOW; 6/9 LITE TME. NEW SASH AND INTERIOR/EXTERIOR TRIM TO MATCH EXISTING

Alternate 5: ROOM 103/107 STORAGE & 104 TOILET; NEW SHEET VINYL FLOORING

Alternate 6: 15 YEAR SYSTEM- SEE SECTION 07 56 00 - LIQUID-APPLIED ROOFING WARRANTY

Alternate 7: NEW ALUMINUM STORM WINDOW, VELVA-LUME OR APPROVED EQUAL. SEE SPECIFICATIONS ON SHEET A3.1 WINDOWS & DOORS

Alternate 8: RUN EXISTING CONDENSATE LINE BEHIND CHIMNEY OVER WINDOW HEAD TOWARDS SOUTHWEST CORNER OF BUILDING TERMINATING AT BASE OF CORNER BOARD +/- 1" BELOW BOTTOM EDGE OF BOTTOM ROW OF SIDING

Alternate 9: REMOVE FOAM INSULATION AROUND FIREPLACE TRIM; SEAL PERIMETER AND REPAINT. SEE P.04-P.05/A1.1

Alternate 10: AREA OF WATER INTRUSION; REPAIR INTERIOR GWB IN STORAGE ROOM 103 AND REPLACE EXTERIOR ROOF FLASHING THIS AREA. SEE IMG W.04/A2.3

Alternate 11: PAINT BUILDING INTERIOR TO INCLUDE WINDOWS, WALLS, MOLDING, TRIM AND CEILINGS, SEE FINISH SCHEDULE ON SHEET A3.1. REPAIR PLASTER DAMAGE; SEE P.02-P.03/A1.1, P.06/A1.2

Alternate 12: SEE E1.1 & E2.1 FOR ADD ALTERNATE ELECTRICAL SCOPE OF WORK. ALL PROPOSED ELECTRICAL WORK IS BY ADD ALTERNATE.

Alternate 13: STRUCTURAL REPAIR DETAIL 5/SI IS ADD ALTERNATE REPAIR DETAIL.

**Bid Bond:**

North Carolina State Law (G.S. 143-129) requires that all bids be accompanied by a bid deposit. No proposal shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit in cash, cashier's check or certified check on same bank or trust company insured by the Federal Deposit Insurance Corporation in an amount of not less than five percent (5%) of the proposal. In lieu of making a cash deposit, bidders may file a bid bond duly executed by a cooperate surety licensed under the laws of North Carolina to execute such bonds. Checks/bonds to be made payable to "Town of Smithfield."

This deposit may be retained by the Town of Smithfield if the successful bidder fails to execute the bid obligation or fails to file satisfactory surety as required herein. Money orders, uncertified checks, etc., are not acceptable as bid deposits. Unsigned bids and bids with incorrect bid deposits cannot be considered. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

**Bid Schedule:**

**This will be a thirty-two (32) day solicitation process, beginning on Tuesday April 1, 2025 and ending on Friday May 2, 2025.**

**On Tuesday, April 8 from 12:00 PM - 2:00 PM** the building will be unlocked for contractors to access the site. The architect will be present for this walk thru. Questions are to be emailed no later than **5:00pm on Friday April 11, 2025** to [laurie@maurerarchitecture.com](mailto:laurie@maurerarchitecture.com). Responses to questions will be issued as an addendum to all registered bidders via email by **5:00pm on Tuesday April 15, 2025**.

**On Tuesday, April 22 from 10:00 AM - 12:00 PM** the building will be unlocked for contractors to access the site. The architect will be present for this walk thru. Questions are to be emailed no later than **5:00pm on Friday April 25, 2025** to [laurie@maurerarchitecture.com](mailto:laurie@maurerarchitecture.com). Responses to questions will be issued as an addendum to all registered bidders via email by **5:00pm on Tuesday April 29, 2025**.

One hard copy of the final bid submittal is due at the Smithfield Town Hall, located at 350 East Market St. Smithfield, NC 27577 by **10:00 AM on Friday May 2, 2025**. A non-mandatory public bid opening will be held immediately following at Town Hall at 350 E Market St, Smithfield, NC 27577. Should a bidder be selected, the intent is to finalize contracts in May

and start construction in June. Bids must be valid for a minimum of thirty (30) days from date of bid opening.

**Award of Contract:**

Bids shall be awarded to the lowest responsive, responsible bidder, taking into consideration adherence to specifications, quality, performance, the time of delivery, technical support, past performance and other relevant factors.

Should a bid be selected, the contractor will provide a contract. Once the contract is finalized, construction may begin. The goal is to start construction in June. The Town of Smithfield reserves the right to evaluate bids, and to reject any, and all bids for "sound documented reasons."

It is policy to furnish a bid tabulation to all bidders upon notification of award or upon returning bid deposits. All bidders are welcome to attend the bid openings which will be conducted at the Smithfield Town Hall, 350 East Market St. Smithfield, NC.

Bid tabulations will be available after all technical reviews have been completed.

**Performance & Payment Bonds:**

Once the contract has been awarded, the successful bidder must furnish a Performance Bond. The performance bond must be in full amount (100%) of the contract and guarantee the faithful performance of the contract in the form prescribed by the Town of Smithfield. The bond shall be executed by a surety company authorized to do business in North Carolina. It shall be the responsibility of the bidder to cover the cost of the performance bond, in his bid. The Town of Smithfield will not pay an additional amount at a later date for the bond. The Town of Smithfield may waive the requirement for a performance bond once bids are received. In this event, the bidder must deduct the cost of the performance bond from the original bid figure. The bidder should assume that a performance bond will be required unless otherwise indicated in the instructions to bidders.

**Laborer's and Materialmens Bond**

G.S. 44a-26 provides that any local government that lets a construction contract for more than \$30,000 shall require the contractor to execute a payment bond in the amount of one hundred percent (100%) contract amount, conditioned the prompt payment for all labor and/or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor or subcontractor is liable.

**Taxes**

1. Escalation Clauses: Bids containing escalation clauses may be considered. However, there must be a maximum figure for escalation shown, or a method of computing the total cost over a specific time period provided.
2. Provision for the payment of the monies to fall due under this agreement has been made by appropriations duly made, or required by the Local Government Finance Act. Payment will be made according to vendor's terms stated on invoices following receipt of goods.

3. Altering Contracts: No such contract shall be altered except by written agreement (change order) of the contractor, the sureties on his bond and The Town of Smithfield.
4. Non-Discrimination Clause: It is specifically agreed as part of the consideration of the signing of this contract, that the parties hereto, their agents, officials, employes, or servants will not discriminate in any manner on the basis of race, color, creed, religion, national origin, or gender with reference to the subject matter of this contract. Enforcement of this provision, as set out in said ordinances, shall be action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assign, of the parties hereto with reference to the subject matter of this contract. The Town of Smithfield is in compliance with Title VII of the Civil Rights Act of 1964 as amended, and section 122(A) of the State and Local Fiscal Assistance Act of 1972, and hereby issued the declaration that bid award is contingent upon bidder's compliance with aforementioned statutes.
5. N.C. General Statue 143-129 governs purchasing in the state. Bids are awarded according to its provisions.
6. The General Statutes of the State of North Carolina, and County Ordinances, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
7. All bids, except those for supplies or materials, shall be accompanied by a certificate showing possession by bidder of Workman's Compensation for their employees.



# HASTINGS HOUSE REPAIRS PROJECT BID TABULATION

5/30/2025

General Contractor	General Contractor	General Contractor	General Contractor	General Contractor
Bid Proposal Form (completed)	Ledford			
Contractor's Qualifications Statement	Similar projects			
Acknowledgement of Receipt Addendum #1	yes			
Acknowledgement of Receipt Addendum #2	yes			
Acknowledgement of Receipt Addendum #3	yes			
Acknowledgement of Receipt Addendum #4	yes			
Total Base Bid:	\$130,000.00			
Alternate #1	\$8,000.00			
Alternate #2	\$5,000.00			
Alternate #3	\$5,000.00			
Alternate #4	\$8,000.00			
Alternate #5	\$3,000.00			
Alternate #6	\$4,500.00			
Alternate #7	\$18,400.00			
Alternate #8	\$980.00			
Alternate #9	\$900.00			
Alternate #10	\$4,700.00			
Alternate #11	\$10,200.00			
Alternate #12	\$13,400.00			
Alternate #13	\$4,400.00			
Alternate #14, by Addendum #2	\$2,000.00			

Bid Bond included

# Invitation to Bid

## Hastings House Repairs Project

Project Address: 200 S Front St. Smithfield NC 27577

**Advertisement Date: Wednesday, May 7, 2025.**

Sealed bids will be received by The Town of Smithfield until 10:00 AM on Friday May 30, 2025 and thereafter immediately opened and read publicly at Town Hall Council Chambers, 350 E Market St, Smithfield, NC 27577.

The project is generally described as follows:

Repairs to existing two-story historic building, to include new elastomeric roof coating on existing metal roof and new concrete handicap ramp. Exterior repairs include painting the building exterior, windows and trim. Interior repairs include painting walls, ceilings and plaster repair work. Electrical work includes replacement of existing lighting, switches and outlets with new exit and emergency lighting.

Formal bidding rules apply for this project.

Bidding Documents may be viewed and ordered online by registering with Duncan Parnell via their bid room <https://bidroom.duncan-parnell.com/>. Registration with Duncan Parnell is required to obtain the bid documents and be added to the official Plan Holder's List. Addenda notification will be sent to those buying full sets from Duncan Parnell via their bid room. The cost of bid documents and shipping is non-refundable. OWNER/ARCHITECT/ENGINEER will NOT be responsible for copies of the bid documents obtained from sources other than from Duncan-Parnell. If you need any assistance ordering or getting registered on <https://bidroom.duncan-parnell.com/> please contact: Michaela Bruinius at [constech@duncan-parnell.com](mailto:constech@duncan-parnell.com) or 704-526-1856.

The bidder must be an official planholder for their bid to be considered.

A hard copy of the documents will be available to view at Smithfield Recreation and Aquatic Center (SRAC), 600 M. Durwood Stephenson Parkway, Smithfield NC 27577.

The Town of Smithfield reserves the right to evaluate bids, and to reject any, and all bids for "sound documented reasons."

Contractors offering a proposal on this project must be licensed to do the specified type of contracting in the State of North Carolina.

Proposed substitutions must be approved in a formal addendum to be accepted.

The contracted project is funded through the Emergency Supplemental Historic Preservation Fund Grant Program funds received by the State Historic Preservation Office and administered by the National Park Service. All grant activities must comply with all relevant federal, state, and local laws, regulations, and ordinances. In addition, grant activities will be supervised by the State Historic Preservation Office and must meet the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation*.

Bidder is required to provide past experience of three (3) past similar projects over the past five (5) years – to include the client's name and contact information for each project.

Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial and technical resources, and Historically Underutilized Business (HUB) status.

Bid packages are to be delivered to Town Hall, 350 E Market St, Smithfield, NC 27577 no later than 10:00 AM on Friday May 30, 2025. Each proposal shall be submitted in a sealed envelope on the printed form, or exact copies thereof, contained in the Contract Documents.

# Invitation to Bid

## Hastings House Repairs Project

Project Address: 200 S Front St. Smithfield NC 27577

**Advertisement Date: Tuesday, April 1, 2025.**

Sealed bids will be received by The Town of Smithfield until 10:00 AM on Friday May 2, 2025 and thereafter immediately opened and read publicly at Town Hall, 350 E Market St, Smithfield, NC 27577.

The project is generally described as follows:

Repairs to existing two-story historic building, to include new elastomeric roof coating on existing metal roof and new concrete handicap ramp. Exterior repairs include painting the building exterior, windows and trim. Interior repairs include painting walls, ceilings and plaster repair work. Electrical work includes replacement of existing lighting, switches and outlets with new exit and emergency lighting.

Formal bidding rules apply for this project.

Bidding Documents may be viewed and ordered online by registering with Duncan Parnell via their bid room <https://bidroom.duncan-parnell.com/>. Registration with Duncan Parnell is required to obtain the bid documents and be added to the official Plan Holder's List. Addenda notification will be sent to those buying full sets from Duncan Parnell via their bid room. The cost of bid documents and shipping is non-refundable. OWNER/ARCHITECT/ENGINEER will NOT be responsible for copies of the bid documents obtained from sources other than from Duncan-Parnell. If you need any assistance ordering or getting registered on <https://bidroom.duncan-parnell.com/> please contact: Michaela Bruinius at [constech@duncan-parnell.com](mailto:constech@duncan-parnell.com) or 704-526-1856.

The bidder must be an official planholder for their bid to be considered.

A hard copy of the documents will be available to view at Smithfield Recreation and Aquatic Center (SRAC), 600 M. Durwood Stephenson Parkway, Smithfield NC 27577.

The Town of Smithfield reserves the right to evaluate bids, and to reject any, and all bids for "sound documented reasons."

Contractors offering a proposal on this project must be licensed to do the specified type of contracting in the State of North Carolina.

Proposed substitutions must be approved in a formal addendum to be accepted.

The contracted project is funded through the Emergency Supplemental Historic Preservation Fund Grant Program funds received by the State Historic Preservation Office and administered by the National Park Service. All grant activities must comply with all relevant federal, state, and local laws, regulations, and ordinances. In addition, grant activities will be supervised by the State Historic Preservation Office and must meet the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation*.

Bidder is required to provide past experience of three (3) past similar projects over the past five (5) years – to include the client's name and contact information for each project.



Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial and technical resources, and Historically Underutilized Business (HUB) status.

Bid packages are to be delivered to Town Hall, 350 E Market St, Smithfield, NC 27577 no later than 10:00 AM on Friday May 02, 2025. Each proposal shall be submitted in a sealed envelope on the printed form, or exact copies thereof, contained in the Contract Documents.

**Grant Contract Amendment #02**  
**Emergency Supplemental Historic Preservation Fund**  
**2020 Hurricanes Florence and Michael National Park Service Subgrants**  
**Assistance Listing: 15.957; FY2019 Public Law 116-20; Grant Number P20AP00012**

This Grant Contract Amendment #02 ("Amendment #02") to the Grant Contract for Hastings House Repairs (the "Grant Contract"), by and between the North Carolina Department of Natural and Cultural Resources acting through the North Carolina State Historic Preservation Office (the "Agency") signed on 02/14/2022 and the Town of Smithfield (the "Grantee") signed on 02/14/2022, including Grant Contract Amendment #01, signed by the Agency on 08/25/2024 and the Grantee on 08/23/2024, is effective on the date of the last signature to this Amendment #02.

The Agency and Grantee wish to further modify the amount of grant funds awarded and adjust the budget, and agree to amend the terms of the Grant Contract as follows:

1. The Amount of Federal Funds Obligated on page 1 is deleted and replaced with "\$319,174.00,"
2. The Total Amount of Award on page 1 is deleted and replaced with "\$319,174.00."
3. Section 10 is deleted and replaced with the following:

**10. Use of Funds and Payment of Grant Funds:** Attachment D -- Project Outline & Budget (revised) describes generally the work to be performed using grant funds and the amount of grant funds allocated. The Grantee agrees to furnish such reports and documentation, financial or otherwise, as may be specified by the Agency and state and federal law.

The total amount paid by the Agency to the Grantee under this Grant Contract shall not exceed **\$319,174.00** in federal Emergency Supplemental Historic Preservation Fund grant funds (Assistance Listing Number 15.957).

The Agency agrees to payment of grant funds on a reimbursement basis as outlined in the Time-Product-Payment Schedule. Each time the Grantee requests reimbursement from the Agency, project expenditures shall be documented by copies of signed contracts, front and back of canceled (or certified) checks or documentation of direct deposits, invoices approved by the HPO project specialist and marked paid by the Grantee, and timesheets attached to a cover letter addressed to the Agency's Contract Administrator. Subject to Agency approval, the Agency may, upon Grantee request, provide cash on a working capital advance basis as provided by 2 CFR 200.305(b)(4). All payments are contingent upon fund availability. Payments by Agency shall be made by check or electronic funds transfer to the Grantee's bank account.

The Grantee shall complete a final accounting report and submit a final request for reimbursement to the Agency no later than December 31, 2026. If this Grant Contract is terminated prior to the expiration of the Period of Performance, the Grantee shall complete a final accounting report, submit a final request for reimbursement, and return any unearned advanced funds to the Agency within thirty (30) days of the Grant Contract termination date, or December 31, 2026, whichever is earlier. A check for any unearned advanced funds must be attached to the report. The Agency shall have no obligation for payments based on expenditure reports submitted later than December 31, 2026.

Further details on administration of grant funds, reimbursement, and financial documentation are found in the *Grantee Handbook for Emergency Supplemental Historic Preservation Fund*

*Grant Projects* (prepared by the HPO), which is incorporated by reference in this Grant Contract as if fully set forth herein.

4. Attachment D – Project Outline and Budget (revised), is deleted and replaced by the Attachment D – Project Outline and Budget (revised #02) included to and incorporated by reference into this Amendment #02.
5. Except as specifically amended herein, all other terms and conditions of the Grant Contract remain unchanged.
6. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Grant Contract modification.

**In Witness Whereof**, the Grantee and the Agency have executed this Grant Contract modification in duplicate originals, with one original being retained by each Party.

**GRANTEE:**

Town of Smithfield

By:   
908DDCAE970E4EE...  
Signature

2/24/2025

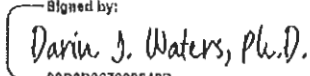
Date

Michael Scott  
Printed Name

Town Manager  
Title

**AGENCY:**

North Carolina Department of Natural and Cultural Resources

By:   
90D6D3679005402...  
Signature

2/27/2025

Date

Darin J. Waters, Ph.D.  
Printed Name

Deputy Secretary, Office of  
Archives and History  
Title

AMENDED WITH CONTRACT AMENDMENT #02

ATTACHMENT D (REVISED #02)

NORTH CAROLINA HISTORIC PRESERVATION OFFICE  
EMERGENCY SUPPLEMENTAL HISTORIC PRESERVATION FUND GRANT

PROJECT OUTLINE AND BUDGET

Grantee: Town of Smithfield

Project Name and Type: Hastings House Repairs

Grantee Contact Person: Gary Johnson

Address: P.O. Box 2344; 600 M. Durwood Stephenson Pkwy  
Smithfield, NC 27577

Phone: 919-934-2148 x108 Fax: \_\_\_\_\_

Email: gary.johnson@smithfield-nc.com

NC HPO Project Manager: Dan Becker, Hurricane Grants Manager  
State Historic Preservation Office  
109 E Jones St (27601)  
MSC 4617, Raleigh, NC 27699-4617  
919-814-6591; 919-814-6898 (fax); [dan.becker@ncdcr.gov](mailto:dan.becker@ncdcr.gov)

Grant Period Beginning last grant contract signature date and Ending December 31, 2026.

Project contracts under the Grant Contract should end no later than: August 30, 2026.

Total Cost: \$ 349,174.00      Federal Funds: \$ 319,174.00      Local Match: \$ 0.00  
Cash: \$ 30,000.00  
In-kind: \$ 0.00

Budget:

\$ 59,147	Design Fees (includes National Register nomination)
10,250	Division 4 – Masonry (repairs)
13,500	Division 3 – Concrete (ramp)
49,000	Division 6 – Wood (finish carpentry and framing)
58,000	Division 7 – Thermal and Moisture Protection (repairs, roof coating)
60,000	Division 8 – Windows (repairs and storm windows)
33,863	Division 9 – Finishes
53,414	Division 16 – Electrical
6,000	Division 31 – Earthworks (minor grading)
6,000	Division 32 – Exterior Improvements (accessible route)
\$349,174	Total

Project Description:

This development grant project will provide hurricane recovery by making repairs to Hastings House, a property which has received a National Register determination of eligibility.

Work will include the following:

- Preparing a National Register nomination



## AMENDED WITH CONTRACT AMENDMENT #02

- Developing schematic and design development drawings and construction documents, including specifications as necessary.
- Repairing the existing damaged metal roof where necessary and applying an elastomeric coating for resiliency. Work also includes installing gutters, downspouts and attic insulation, (minor) repair and/or replacement of attic framing where necessary, and replacing the roof sheathing where necessary.
- Repairing exterior brick masonry at the chimneys: repointing mortar joints where necessary with new mortar matching the color, texture, strength, joint width, and joint profile of the existing masonry; and repairing, or replacing in-kind where necessary, damaged brick masonry with brick matching the color, texture, finish, and size of the historic masonry. Work also includes applying a stone strengthener as a resiliency measure.
- Repairing, or replacing in-kind where necessary, damaged historic wood windows including removing paint and glazing compound, evaluating the wood trim, repairing damaged wood elements and replacing in-kind where necessary, assessing and repairing the counterweight system, and replacing damaged glazing. Work also includes repainting the windows and if funding allows installing storm windows. In addition, two rear window openings may be re-established if HPO staff's field verification of framing indicates these openings were original; if so, new sash and trim would match the existing historic sash and trim.
- If funding allows, repairing, or replacing in-kind where necessary, exterior siding, trim, shutters/hardware, and front porch elements. Work also includes painting the exterior.
- If funding allows, repairing, or replacing in-kind where necessary, damaged interior finishes, including plaster/gypsum board walls, flooring, moldings, and trim. Work also includes painting the interior.
- If funding allows, repairing electrical systems.
- Meeting Architectural Barrier Act standards where necessary including, but not limited to, installing a ramp as part of an accessible route.

All work must be accomplished according to the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* and the North Carolina Office of State Archaeology's *Archaeological Investigation Standards and Guidelines* (2017) under the supervision of staff of the North Carolina State Historic Preservation Office (HPO) and Office of State Archaeology (OSA). Repairs will be undertaken using appropriate techniques and materials that are compatible with the historic fabric and in compliance with the guidance found in *Preservation Briefs*, such as but not limited to, No. 2 *Repointing Mortar Joints in Historic Masonry Buildings*, No. 4 *Roofing for Historic Buildings*, No. 9 *The Repair of Historic Wooden Windows*, No. 10 *Exterior Paint Problems on Historic Buildings*, No. 18 *Rehabilitating Interiors in Historic Buildings*, No. 21 *Repairing Historic Flat Plaster*, No. 28 *Painting Historic Interiors*, No. 32 *Making Historic Properties Accessible*, and No. 45 *Preserving Historic Wooden Porches*.

The HPO and OSA will assist the Grantee with the preparation of a request for proposals to hire qualified consultant(s). Upon selection, the HPO and OSA will work with both the Grantee and the consultant to develop a scope of work and a Time-Product-Payment Schedule for the project.

HPO and OSA staff will approve all payments to the contractor(s). The consultant will submit final drafts of all products to the HPO according to the TPPS, but in no case later than August 30, 2026. HPO and OSA supervisory staff and professional consultants will meet 36 CFR 61 qualifications.





# Request for Town Council Action

**Business Ordinance**  
**Item: Amendment**  
Date: 07/01/2025

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**Subject:** Noise Ordinance Amendment  
**Department:** General Government  
**Presented by:** Town Manager - Michael Scott  
**Presentation:** Business Item

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## Issue Statement

The Town Manager is requesting the Town's current Noise ordinance be reviewed and discuss possible changes.

## Financial Impact

None

## Action Needed

Approve or deny changes.

## Recommendation

Council should act upon its own advice.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Draft Ordinance



# Staff Report

**Business Ordinance  
Item: Amendment**

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Staff have received public complaints regarding the Town's existing noise ordinance. The complaints stem around the ordinance not having sufficient effect during the daytime and forcing officers to not take enforcement actions when enforcement might be deemed appropriate due to the mandated warning clause. A red-line version of the suggested changes is attached.



## Sec. 11-31. Definitions.

[For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:]

*Emergency work* means any work performed for the purposes of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

*Nighttime* means between ~~11:00~~ 10:00 p.m. and 8:00 a.m.

*Outdoor amplified sound* means any sound using amplifying equipment whose sound is outside or whose source is inside and the sound propagates to the outside through open doors or windows or other openings in the building.

*Sound amplifying equipment* means any device for the amplification of the human voice, music, or any other sound including juke boxes, stereos and radios.

(Ord. of 4-12-94(1))

## Sec. 11-32. Noises prohibited; nuisances.

- (a) *General prohibitions.* It shall be unlawful to create, cause, or allow the continuance of any unreasonably loud, disturbing, unusual, frightening or unnecessary noise, ~~particularly during nighttime~~, which seriously interferes with neighboring residents' reasonable use of their properties. Such noise may include, but is not limited to, the following:
- (1) *Yelling, shouting, whistling, or singing.* Yelling, shouting, whistling, or singing on the public streets or private property at nighttime.
  - (2) *Noisy parties.* Congregating because of, or participating in any part of, gathering of people, during nighttime.
  - (3) *Loading operations.* Loading, unloading, opening or otherwise handling boxes, crates, containers, garbage cans, or other similar objects during nighttime.
  - (4) *Repair of motor vehicles.* The repair, rebuilding, or testing of any motor vehicle during nighttime.
  - (5) *Radio, phonograph, television, or musical instrument.* The playing of any radio, phonograph, musical instrument, television, or any such device, ~~particularly during nighttime.~~
- (b) *Specific prohibitions.* The following acts are prohibited and shall be considered nuisance acts:
- (1) *Horns and signaling devices.* The intentional sounding of any horn or signaling device of a motor vehicle on any street or public place continuously or intermittently, except as a danger or emergency warning.
  - (2) *Motor vehicles.* Operating or permitting the operation of any motor vehicle or motorcycle not equipped with a muffler or other device in good working order so as to effectively prevent loud or explosive noises therefrom.
  - (3) *Exterior loud speakers.* Operating or permitting the operation of any mechanical device or loudspeaker, without permit to do so, in a fixed or movable position exterior to any building, or any motor vehicle.
  - (4) *Amplified sound.* The use or operation of any radio, loud speaker, or any other instrument, or sound amplifying devices within a building or on a motor vehicle in a manner that disrupts or interferes unnecessarily with an individual's enjoyment of their property. The town council, however, may permit musical programs, speeches, or general entertainment as exception to this provision for limited time periods, and the town manager or his designee may permit musical programs, speeches, or general

entertainment as exception to this provision for limited time periods Monday through Saturday, no later than 9:00 p.m. when the events are within town parks or no later than 10:00 p.m. when associated with the Town Commons Amphitheater.

- (5) *Power equipment.* Operating or permitting the operation of any power saw, sander, drill, grinder, leaf blower, lawn mower, street sweeper or other garden equipment, or tools of a similar nature, outdoors, during nighttime.
- (6) *Explosives.* The use or firing of explosives, firearms, fireworks, or similar device which create impulsive sounds.
- (7) *Security alarms.* The sounding of a security alarm, for more than twenty (20) minutes after being notified by law enforcement personnel.

(Ord. of 4-12-94(1); Ord. No. 519-2023, § I, 10-3-23)

### **Sec. 11-33. Exceptions.**

The following are exempt from the provisions of this article:

- (1) Construction operations from 7:00 a.m. to 9:00 p.m. on weekdays and weekends for which building permits have been issued or construction operations not requiring permits due to ownership of the project by an agency of government; providing all equipment is operated in accord with manufacturer's specifications and with all standard equipment manufacturer's mufflers and noise-reducing equipment in use and in properly operating condition.
- (2) Noises of safety signals, warning devices, emergency pressure relief valves, and all church bells, including simulated church bells.
- (3) Noises resulting from any authorized emergency vehicle when responding to any emergency call or acting in time of emergency.
- (4) Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefore has been granted by the town in accordance with the above. Regulations of noises emanating from operations under permit shall be according to the conditions and limits stated on the permit and contained above.
- (5) Unamplified and amplified sound at street fairs conducted by or for the town.
- (6) All noises coming from the normal operations of ~~property~~ properly equipped aircraft (not including scale model aircraft).
- (7) All noises coming from normal operation of motor vehicles properly equipped with the manufacturer's standard mufflers and noise-reducing equipment.
- (8) Noise from lawful fireworks and noisemakers on holidays and at religious ceremonies.
- (9) Lawn mowers, agricultural equipment, and landscape maintenance equipment used between the hours of 7:00 a.m. and 9:00 p.m. when operated with all the manufacturer's standard mufflers and noise-reducing equipment in use and properly operating condition.
- (10) Musical accompaniment or firearm discharge related to military ceremonies.
- (11) Sound amplification equipment used in conjunction with telecommunications systems on business properties to notify employees of that business of incoming phone calls, providing that this system be used only between the hours of 7:00 a.m. and 11:00 p.m. and that any speakers attached to the system be oriented toward the interior of the property.

- (12) Emergency work necessary to restore property to a safe condition following a fire, accident, or natural disaster, or to restore public utilities, or to protect persons or property from an imminent danger.
- (13) Noises resulting from the provision of government services.
- (14) Noises resulting from the provision of sanitation services.

(Ord. of 4-12-94(1))

### **Sec. 11-34 PRESUMPTION IN PROSECUTION.**

The complaints of two or more persons, at least one of whom resides in a different home from the other complaining person or persons, or the complaint of one or more persons when combined with the complaint of a duly authorized law enforcement officer shall be considered enough (prima facie evidence) evidence that the sound is loud and annoying, disturbing, unnecessary and unreasonably loud.

### **Sec. ~~11-34~~ 11-35. Violations.**

~~(a) — Any person who violates any portion of this article shall receive an oral order to cease or abate the noise immediately, or within a reasonable time period. During nighttime, or if a second violation occurs within sixty (60) days, an oral order to cease or abate need not be issued prior to issuing a citation for violation of any portion of this article.~~

~~(b)~~ (a) ~~If the order to cease or abate is not complied with, the~~ The person or persons responsible for the violation may be charged with a violation of this article and subject to a fine of fifty dollars (\$50.00).

(Ord. of 4-12-94(1))



# Consent Agenda Items





The Smithfield Town Council met in regular session on Tuesday, April 15, 2025 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  
Dr. David Barbour, District 4  
John Dunn, At-Large  
Stephen Rabil, At-Large

Councilmen Absent

Roger Wood, Mayor Pro-Tem  
Sloan Stevens, District 2  
Travis Scott, District 3

Administrative Staff Present

Michael Scott, Town Manager  
Elaine Andrews, Town Clerk  
Jeremey Daughtry, Fire Chief  
Lawrence Davis, Public Works Director  
Andrew Harris, Finance Director  
Pete Hedrick, Chief of Police  
Gary Johnson, Parks & Rec Director  
Shannan Parrish, HR Director  
Stephen Wensman, Planning Director  
Ted Credle, Public Utilities Director

Also Present

Robert Spence, Jr., Town Attorney

Administrative Staff Absent

**CALL TO ORDER**

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

**INVOCATION**

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

**APPROVAL OF AGENDA:**

*Councilman John Dunn made a motion, seconded by Councilman Stephen Rabil, to approve the agenda amended as follows. Unanimously approved.*

Add to Consent Agenda:

- *NC Auto Solutions Grand Opening – NC Auto Solutions is requesting to hold their Grand Opening Celebration at 1140 W. Market Street on April 26<sup>th</sup>, 2025.*

Remove the following Public Hearing Discussion:

- *Preliminary Plat – Powell Tract Subdivision (S-25-02); It was the consensus of the Board to open, then table the Public Hearing for Powell Tract until the 5/20/2025 Council meeting*

**PRESENTATIONS:**

**1. Introduction of Miss Smithfield – McKayla Young**

Mayor Andy Moore introduced Miss Smithfield, Michaela Young, to the Board to make a presentation regarding her key initiatives during her reign. Michaela Young, Miss Smithfield, presented her community service initiative called "Polished Pathways, Empowering Communities through Confidence and Care". She highlighted that 30% of Smithfield residents live in poverty, with 38% being children. Her focus is on partnering with local nonprofits, particularly *Street Reach*, which helps homeless individuals. She aims to support students affected by homelessness, especially those impacted by the McKinney-Vento Act. Her goal is to provide holistic care, not just basic necessities, but resources and connections to help people escape poverty. Young emphasized her desire to use her platform to give back to the community and create pathways for those lacking resources. She offered to help out in the community wherever she can.

Mayor Moore thanked Young for her presentation, offered to lend a hand regarding her initiatives via the Town's social media and web page.

Councilman Marlon Lee shared that he met Michaela shortly after their first government meeting. He had dinner with her and her coordinator, Corey Garvin, a former assistant principal at Clayton High School. Lee mentioned that Michaela might attend the upcoming Easter Egg Hunt at Smith Collins Park, potentially partnering to encourage children, especially young ladies. He praised her passion and cause, noting that it aligns with his own interests, and expressed appreciation for her representing Smithfield.

## **PUBLIC HEARING:**

- 1. Preliminary Plat – Powell Tract Subdivision (S-25-02):** Swift Creek Road – Lan Development, LLC is requesting preliminary plat of a 20-lot single family subdivision on 21.24 acres in the R-20A Zoning District, located on Swift Creek Road approximately 1850 feet north of the Cleveland Road intersection with the Johnston County Tax IDs 15I08014I and 15I08014.

Mayor Andy Moore summarized the petition request. He called for a motion to open the public hearing for this case.

*Councilman John Dunn made a motion, seconded by Councilman Stephen Rabil to open the public hearing. Unanimously approved.*

*Councilman David Barbour made a motion, seconded by Councilman Marlon Lee to table this request until the May 20, 2025 Town Council meeting. Unanimously approved.*

- 2. Conditional Zoning Request – Johnston Hotel MF Renovation (CZ-25-02):** Noviomagus LLC is requesting a conditional rezoning of 2-lots (0.63 acres) from O/I-Office/Institutional to O/I CZ – Office/Institutional Conditional to convert the old Gabriel Johnston Hotel into a 9-unit multi-family apartment building. The property is located at 313 E Johnston Street with the Johnston County Tax IDs 15025020 and 15025021.

*Councilman John Dunn made a motion, seconded by Councilman Stephen Rabil to open the public hearing. Unanimously approved.*

Planning Director Stephen Wensman stated that this was the old Gabriel Johnson Hotel, and the request is for the hotel renovation project located at the corner of Fourth Street and Johnston Street. The project involves two lots totaling 0.63 acres, which are within the historic preservation overlay. The developer plans to reuse the existing building and parking lot with some modifications. The current shared entrance with the adjacent manor will remain, along with its parking area. The secondary entrance will be closed, and its parking lot removed to create open space, with potential for a future addition. The project will require review by the Historic Preservation Commission for exterior changes, and the proposed development has a net density of 14 dwelling units per acre.

Wensman further explained that the comprehensive plan guides the property for office and residential use, making the O&I Conditional Zoning appropriate. The development density of 14 units per acre exceeds the code's 9.61 units per acre limit. The project is in the historic preservation overlay, requiring Historic Preservation Commission approval for exterior modifications. The development will provide 39 parking spaces, exceeding the required 20 spaces for nine two-bedroom apartments. The developer will upgrade parking lot landscaping, replace deteriorated sidewalks, driveway aprons, and gutters. Deviations from standard requirements include no perimeter buffer, exceeding density limits, and having a zero-lot line development with no front yard setback. Staff recommends approval, noting the developer is investing significant resources to restore an old building and maintain its historic character.

The Planning Director presented staff's opinion of the consistency statement for the conditional zoning request:

### **CONSISTENCY STATEMENT (Staff Opinion):**

With the approval of the rezoning, the Town Council is required to adopt a statement describing whether

the action is consistent with the adopted comprehensive plan and other applicable adopted plans and that the action is reasonable and in the public interest. Planning Staff considers the action to be consistent and reasonable:

- **Consistency with the Comprehensive Growth Management Plan** – *The development is consistent with the comprehensive plan.*
- **Consistency with the Unified Development Code** – *The property will be developed in conformance with the UDO conditional zoning provisions that allows a good faith negotiation of development standards.*
- **Compatibility with Surrounding Land Uses** - *The property considered for rezoning will be compatible with the surrounding land uses with the additional conditions of approval.*

Staff recommended approval of CZ-25-02, with the following three conditions:

- *That the two properties be combined into a single tax parcel*
- *Dilapidated public sidewalk, curb and gutter and driveway aprons be replaced with new in accordance with Town standards*
- *The existing/future disused driveway apron be removed and replaced with new curb and gutter*

Councilman David Barbour asked if any Parks and Recreation fees were charged with the redevelopment of this building. Planning Director Wensman stated this was something he needed to explore because typically these fees were collected as part of a new subdivision request. If it is required it would be collected through the site plan approval.

Councilman David Barbour asked about the infrastructure upgrades for the building, specifically questioning the condition of sewer lines and water lines, given the building's age. He wanted to know if these utilities would be reviewed and approved, and whether the town's utility director was working with the developers to ensure necessary upgrades would be made. Wensman stated the developers would have to go through site plan approval where this would be addressed. The developer has submitted plans and it is currently under review.

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

Ginger Summer, the architect for the project addressed the Board. She expressed her excitement about restoring the old Gabriel Johnson Hotel. She confirmed that engineers have been on site examining water and sewer systems, and they plan to install new electrical infrastructure. She noted the building's interior steel structure will require significant repair work. Mayor Andy Moore asked when they proposed to get started on the construction. Summer stated they plan to submit drawings in early May and move forward with construction after receiving approval. Mayor Moore asked Summer about closing the driveway for future expansion, and whether that will be part of the current plan. Summer indicated that potential future plans would depend on the budget for the current phase, with the current closed entrance area potentially being used as a common patio space for tenants. Mayor Moore asked if there were any plans for potential retail or office space. Summer stated no due to the setbacks, and also the ceiling heights being low within the building are not conducive for commercial. Mayor Moore asked if the roof had any potential for use. Summer stated that the structural engineer relayed to her that it would take a lot to put people on the roof. Not only will they have to reinforce the roof, but that potential load has to go all the way down to the foundation. Summer stated they really liked and wanted the idea, but structurally, the building was not designed for that.

Mayor Moore asked if the developers planned to keep the brick in its current state, or if they planned to paint it. Moore stated that he would like it as a condition that painting of the building would need to come before the Council for approval. Wensman stated that with it being in a Historic Preservation District, there are conditions as to what can happen on the exterior. Any changes thereof would need to go before the Historic Preservation Commission. Councilman Barbour agreed that it would not hurt to add it as a condition to approve any changes to the exterior brick, even if it meant double protection. Wensman stated he would make that recommendation. He restated the fourth recommendation of approval as:

- *Any exterior brick painting be presented to the Town Council for review and approval.*

Mayor Moore asked if any signage had to meet Town requirements. Wensman stated it would have to meet UDO requirements for signage.

*Councilman David Barbour made a motion seconded by Councilman John Dunn to close the public hearing. Unanimously approved.*

*Councilman David Barbour made a motion, seconded by Councilman John Dunn to approve the conditional zoning of the former Gabriel Johnson Hotel renovation case CZ-25-02 with the four conditions declaring the request is consistent with the Town of Smithfield Comprehensive Growth Management Plan, and other adopted plans, and that the amendment is reasonable and in the public interest. Unanimously approved.*

Conditions of approval re-stated:

- That the two properties be combined into a single tax parcel
- Dilapidated public sidewalk, curb and gutter and driveway aprons be replaced with new in accordance with Town standards
- The existing/future disused driveway apron be removed and replaced with new curb and gutter
- Any exterior brick painting be presented to the Town Council for review and approval

**Citizens' Comments: None**

*Councilman David Barbour made a motion, seconded by Councilman John Dunn to approve the consent agenda as amended. Unanimously approved.*

**Consent Agenda Items:**

1. Approval of Minutes
  - a. March 4, 2025 – Regular Minutes
  - b. March 4, 2025 – Closed Session Minutes
2. **Consideration and request for approval to promote three Police Officers to the ranks of Police Sergeant for the Patrol Division**
3. **Consideration and request for approval to allow NC Auto Solutions to hold their Grand Opening Celebration:** The Council is being asked to allow NC Auto Solutions at 1140 W. Market St to hold their Grand Opening Celebration on April 26th, 2025.

**Business Items:**

**1. FY 2025-2026 Budget Discussions**

It was the consensus of the Board, that given the number of members not present at this meeting, that no budget discussions be held at this time.

**Councilmember's Comments**

Councilman David Barbour shared his experience at the annual Skills USA event, where the fire chief represented and led the state high school firefighter program contest. He noted 106 contestants participated with no complaints, which he found impressive. Barbour praised the event's professional execution and highlighted the diversity of participants, including women and minorities. He emphasized the importance of the high school firefighter program in exposing young people to opportunities that were previously restricted. He specifically thanked Jeremy Daughtry for his involvement and noted the critical need to encourage and develop young firefighters given the current shortage of firefighting personnel.

Councilman Marlon Lee made several comments: First, he expressed condolences on the passing of Georgina



McLean, a long-time chorus teacher who would have turned 99, and mentioned her daughter Ashley. He suggested potentially featuring her story during Black History Month due to her experiences during school integration. He also noted Dr. Keller Ennis, a longtime resident of Pine Street in Smithfield is having a 95th birthday. Lee then discussed the SRO officer at Triple S, explaining he received numerous calls from concerned parents and staff about the officer's potential promotion and departure. After consulting with Chief Hedrick, they worked out a transition plan that satisfied the parents. Lastly, he raised concerns about vehicles and three/four-wheelers driving on Durham Street and the walkway, suggesting the need for "no parking" signs to address safety issues. He concluded by promoting the upcoming Easter egg hunt at Smith Collins Park on Saturday. He encouraged everyone to come out to support the event. Councilman Marlon Lee added that the "Tallest Easter Bunny in Smithfield" will be making an appearance.

The mayor echoed Councilman Lee's concerns about three and four-wheelers near the pond, acknowledging the need to address parking and sidewalk issues from a maintenance perspective. He appreciated the collaborative effort in resolving the SRO officer situation, noting the positive response from parents. He then announced the upcoming concert on Friday night featuring the RT Johnson Band at the amphitheater, encouraging attendance and mentioning that Chick-fil-A would be present. He emphasized the event as an opportunity for people to come downtown, especially during the holiday weekend.

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

Town Manager Mike Scott announced that SoDoSoPa will be closing temporarily for renovations at the end of the month. The restaurant will be expanding into the adjacent building, almost doubling its size and renovating the upstairs meeting area. They are changing their concept to a steakhouse called Victory Steakhouse (named after the old Victory Theater). The renovation will include new windows, improved lighting, a new bar setup, and outdoor seating on Johnston Street. Scott expressed excitement about the owners' investment in downtown Smithfield and looked forward to the restaurant's reopening in approximately two to three months.

The mayor suggested town staff send a pole to Councilmembers to determine the next date for budget sessions. The Manager stated we would do that.

### **Adjourn**

*Councilman Stephen Rabil made a motion, seconded by Councilman John Dunn to adjourn the meeting at approximately 7:46pm. Unanimously approved.*

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M. Andy Moore, Mayor

ATTEST:

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Elaine Andrews, Town Clerk

The Smithfield Town Council met in a special session Monday, April 21, 2025 at 6:30 pm in the Council Chambers of the Smithfield Town Hall. Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Administrative Staff Present

Michael Scott, Town Manager  
Elaine Andrews, Town Clerk  
Ted Credle, Public Utilities Director  
Jeremey Daughtry, Fire Chief  
Andrew Harris, Finance Director  
Pete Hedrick, Chief of Police  
Timothy Short, Assistant Police Chief  
Gary Johnson, Parks & Rec Director  
Shannan Parrish, HR Director

Also Present

Administrative Staff Absent

Lawrence Davis, Public Works Director

**CALL TO ORDER**

Mayor Moore called the meeting to order at 6:30 pm.

**FY 2025-2026 BUDGET DISCUSSIONS**

**FIRE DEPARTMENT:**

Fire Chief Jeremey Daughtry presented the Fire Department budget. He began by discussing the line item for salaries and wages, which covers 25 full-time employees including 21 shift personnel and 4 administrative staff. For part-time personnel he noted they have 1 part-time fire inspector limited to 999 hours and part-time firefighters allocated 6,240 hours per year, providing 2 part-time firefighters for 12 hours per day Monday through Friday.

Chief Daughtry reported a decrease in the volunteer firefighter budget from \$90,000 to \$75,000, noting they currently have 10 volunteers but hope to add more. He stated overtime remained the same as they have been staying within budget.

Daughtry continued with firefighter physicals, for which the budget request remained at \$12,000. Retirement and training/education budgets also remained the same at \$17,500. The telephone line item stayed at \$7,000 and utilities at \$42,500.

Service awards and recognition is status quo at \$3,600. Daughtry stated the Fire Department asked for a slight increase for equipment maintenance and repair, up 2%, and also an increase to vehicle supplies of 8% or \$5,000. Chief Daughtry noted often these line items ran close to budget, requiring prioritization of projects at year-end.

Professional fees remained at \$10,000, which includes the Johnston County Fireman's Benevolence. The fuel budget stayed at \$45,000. Supplies operations remained at \$65,000. Chief Daughtry explained uniforms now includes turnout gear purchases previously budgeted as capital projects. He noted turnout gear costs about \$5,000 per set and must be replaced at least every 10 years, per NFPA standards. The department aims to purchase 10-15 sets per year. Daughtry stated an 8% increase to \$1,400 was requested for service contracts due to a contract increase.

Daughtry stated line item 9110 shows the final transfer of \$290,000 for the new fire engine with delivery expected in September/October 2025.

There was some discussion regarding how turnout gear costs more now versus pre-COVID, and other turnout gear issues that affect cost. Daughtry explained their turnout gear replacement process. He also added that pre-COVID, a set of turnout gear would cost around \$2,000, but now it costs about \$5,000.

The department replaces gear every 10 years per NFPA standards, or earlier if it's damaged or cannot be cleaned

properly. They sometimes donate older gear to high school programs for training purposes, ensuring the gear is not used in live fire environments. The chief noted they purchase between 10-15 sets of gear per year, prioritizing gear nearing the end of its life or with functionality issues. The captain inspects turnout gear quarterly, checking for tears or damage that might compromise safety.

Councilman Barbour asked if the Fire Department Budget still included the \$1,000 set aside for the high school fireman's program, adding that the new director must request the funds. Daughtry stated yes, the funds are available to them for the coming year. He added that it was about this time last year that they would come over to request those funds.

Barbour also asked, referring to the Fire Chief's request for part time help, if this was all the part time help the department would need. Chief Daughtry discussed part-time firefighters and their reliability. He explained that while part-time firefighters can help fill staffing needs, they are not as dependable as full-time career firefighters. Part-time personnel often have primary jobs elsewhere, which means their loyalty is first to their full-time employment. If there's an issue at their main job or personal life, they can easily call off their part-time shift. The chief suggests that part-time firefighters can partially address staffing needs, but they cannot provide the same consistent coverage as full-time personnel.

Councilman David Barbour asked Daughtry, based on historical data, could he identify the time period of the day when the call volume was high. He stated this would likely be the time for additional part time help. Chief Daughtry stated that their call data shows most calls occur during weekdays, primarily during daytime hours and typically in the colder months where heating was at issue. The department's part-time staffing is currently structured for Monday through Friday, 6am to 6pm. However, he notes that even with this schedule, part-time firefighters may not arrive exactly at 6am due to their primary job commitments. The goal is to have more personnel available during these high-volume daytime weekday periods, which is traditionally how they've approached part-time staffing. It was also noted that part time staff is utilized when full time staff takes time off in order to maintain the minimum level of staffing.

Councilman Travis Scott inquired about the \$75,000 previously set aside for Fire Station Three, and if that money will be carried forward. Specifically, what would happen with the money if the Town does not do anything with it. Town Manager Mike Scott stated it would go back into the general fund to the fund balance. Councilman Scott stated it could be repurposed for obtaining property. Councilman Steve Rabil asked have we got any property for station three. The Fire Chief explained that they initially found a potential lot for the station but discovered issues with the site that made the town uncomfortable proceeding. They are currently searching for alternative locations, considering factors like wetlands and access. Councilman Scott suggested putting the \$75,000 into a capital reserve fund specifically for Fire Station Three, which would help preserve the funds for future land acquisition. The council agreed this would be a good approach to ensure the money remains earmarked for the station's future development.

Councilman Travis Scott urged a more aggressive approach to land acquisition, noting that land prices will only increase. The Fire Chief mentioned they have spoken with the planning director on projects happening in Town for leads, but they have not reached out to any realtors. Councilman David Barbour emphasized finding the right location, even if it means negotiating with developers during new subdivision proposals. The Fire Chief noted they don't want to go too far west of Booker Dairy Rd, as it would reduce the station's effectiveness. The council suggested being proactive by asking developers if they would be willing to donate an acre of suitable land for a fire station during their development approval process.

For capital outlay, Chief Daughtry requested:

- \$30,000 for Station 1 ceiling repairs
- \$30,000 for Station 2 walls and ceiling repairs
- \$7,500 for a gear extractor at Station 2
- \$50,000 for a digital sign at Station 2

Fire Chief Jeremy Daughtry requested a full-time fire inspector and 15 firefighters. Daughtry emphasized the need for a fire inspector, stating the current fire marshal keeps up with annual inspections and also facilitates plan reviews for the Town's planning department. Chief Daughtry highlighted the need for an average of 729 annual inspections across 1760 commercial properties, with the current staff struggling to keep up. Daughtry added his request includes a vehicle, equipment, uniforms, training, and benefits. Councilman Travis Scott questioned the high cost for additional personnel, noting it equates to about \$90,000 per person. The Chief clarified the first year's total cost would be around an average of \$149,006 per person, with significant reductions in subsequent years. The council discussed the need for fire inspection fees to offset staffing costs. They suggested comparing

Smithfield's fees with other towns and exploring ways to track revenue generated from inspections. The Chief noted recent changes to the fee schedule, including charging based on square footage for fire suppression systems. Councilman David Barbour emphasized the importance of fair pricing that covers the cost of inspections, ensuring that all taxpayers aren't subsidizing the service.

Councilman David Barbour suggests that the town should track the time and effort spent on fire inspections, similar to how professionals in other industries allocate their time to specific projects. He proposes creating a system where the fire inspector's work can be attributed to specific fees or revenue streams. Barbour believes this would help justify the existence of additional staff by demonstrating the direct revenue generated from their work. He wants to understand how much money is being brought in through fire inspections and whether the current staffing and fee structure are financially sustainable.

The Chief further stressed the need for 15 firefighters to address staffing shortages, particularly at Station Two, which was opened with personnel from Station One. He explained the challenges of relying on part-time staff and the importance of having full-time, reliable firefighters. The conversation concluded with the Chief reiterating the department's need for additional staffing to effectively serve the growing community. Town manager Mike Scott added that the cost to add the additional staff would cost about a million dollars initially, with an ongoing cost of a little over \$900,000. There was also some discussion about a Jr. Firefighter program, with Daughtry stating he would like to see one implemented, but as of now he does not have the staff to do so.

## **PUBLIC WORKS:**

In the absence of Public Works Director, Lawrence Davis, Town Manager Mike Scott reviewed the budgeted line items for Public Works with the Board.

Prior to discussing the budget, Councilman Travis Scott inquired about the air conditioning unit at Town Hall. Manager Mike Scott reported that the air conditioning unit for the meeting room is currently experiencing issues. Heinz Starling has been working on it since Tuesday, to pinpoint a leak at the core of the unit. The repair is estimated to cost around \$10,000.

### **o General Services**

Manager Scott proceeded to review the Public Works budget starting in the proposed budget book. The manager explained that the town is having difficulty getting summer help approved. Town Manager Scott stated they have budgeted \$36,000 for temporary labor and are working with Lawrence to find solutions. The goal is to hire people to help with various projects, and they hope to utilize the budgeted funds before the fiscal year ends, particularly between now and fall. They are actively trying to find ways to bring on additional temporary workers to support town maintenance needs.

There was some discussion about the utilization of part time staff funding, which Town Manager Scott mentioned would be done this spring when the grass starts to grow. Councilman Travis Scott raised the issue of grass cutting in areas maintained by the state, such as M Durwood Stevenson highway and areas near schools. Manager Scott suggested they could handle these areas either through part-time staff or by contracting it out. Councilman Scott expressed concern about the appearance of these areas, particularly around intersections and roadways and also left over car pieces from crash incidents. Mike acknowledged the problem and noted they want to improve maintenance but are constrained by staffing. The council discussed potential solutions like using temporary help to cut grass in areas that are currently neglected, with the manager explaining they could potentially reallocate staff from cemetery work to handle these additional maintenance tasks due to the inability of part time or temporary staff to use Town mowers.

The Manager continued the Public Works general services budget review with service contracts, stating they added \$8,000 for the Community Garden to build new boxes. Councilman Travis Scott asked who would be building the boxes. Manager Scott stated a contractor. It was mentioned that this may be a good scout project or one done in partnership with local schools. Manager Scott continued with service contracts noting \$20,000 for tree replacement.

Manager Scott reviewed capital outlay, which included replacement of a mower and bagger, and the replacement of a 1998 pickup truck.

- **Streets Department**

The Town Manager discussed the Street Department's budget, covering several key points:

*Staffing:*

- Two current vacancies: crew leader and treatment worker
- Only one person in the sign specialist role
- Sign specialist responsible for replacing faded signs and street blades across town

*Training and Education:*

- Slight increase to support training for new crew leader
- Focus on street repair and certification

*Traffic and Intersection Concerns:*

- Councilman Travis Scott raised issues with the North and Buffalo Road intersection, suggesting a potential three-way stop to improve traffic flow
- Discussion about traffic challenges near the Neuse Charter School

*Street Lighting:*

- Budget covers electricity for street lights
- Ongoing conversion to LED lights as existing lights burn out

There was some discussion regarding Duke Energy's charges for electricity for street lighting, and their process for street light replacement.

*Sidewalk Repairs:*

- Reduction in budget from \$80,000 to \$40,000 due to completed downtown sidewalk repairs
- Ongoing strategy of milling down uneven sidewalks versus full replacement due to tree root damage

*Purchases Request:*

- The Manager stated the budget includes replacement of a 2003 truck with 106k miles on it used for snow plowing and a water tank used to mix brine for spraying on roads

The Board briefly discussed the new DOT recommendations for changes to Downtown parking, which included DOT's concern for accidents on Market Street and eliminating the parking thereof, the recommendation to include paving of Second Street, and the recommendation for the minimum 12-foot parking space size.

- **Garage**

The Manager continued with review of the garage budget. He stated the garage budget discussion focused on the department's efficiency and staffing. He noted they have one and a half employees who more than make up for their costs through service repairs. Before hiring a good diesel mechanic, they were spending \$60,000-\$70,000 on repairs. The mechanic also works well with other departments, helping with surplus vehicle assessments. They added \$5,000 to supplies and operations to cover increased costs of basic maintenance items like nuts, bolts, and gaskets. The only specific equipment request was for a wheel balancer for smaller vehicles, which would complement their existing equipment for larger vehicles like garbage trucks.

Town Manager Scott also discussed the Powell Bill budget, focusing on patching and resurfacing. They have added \$2 million to the line item, bringing the total to nearly \$2.5 million for road repairs. Specific plans include work on Outlet Center Drive, with estimates ranging from \$780,000 to \$1.2 million. The Town Manager stated he expects to receive official bids in early May. The project will cover the road from the Selma city limit to the roundabout where new pavement currently starts, including restriping and repaving. Some areas will require more extensive work, with road sections needing to be torn up and replaced. The Manager also mentioned potentially pursuing another million-dollar paving project this year, depending on the final cost of the Outlet Center Drive repairs.

- **Sanitation**

The Sanitation budget discussion centered on staffing and growth. The Public Works director requested two additional sanitation workers to handle anticipated growth for the next two years. The current garbage truck is operational and ready for the expansion. The Town Manager expressed concerns about yard waste management, noting that some businesses and homeowners are improperly disposing of yard debris by leaving it on city curbs.



He suggested they might need to evaluate the current system, potentially implementing stricter regulations to control costs. Manager Scott reiterated that at some point the yard waste fee may need to be addressed, as abuse of this service is driving up costs and is hard to police. The Manager stated the sanitation department is adding 550 new trash cans for \$10,000, with each can costing about \$65. The department expects a 5% increase in landfill fees and is planning accordingly. They're not requesting a rate increase for sanitation services, believing the growing customer base will help cover additional costs. Capital expenditures include replacing a 1995 Ford Ranger and a 2007 model knuckle boom truck. The Manager noted that the new equipment is currently in stock and should be relatively quick to acquire. The discussion highlighted the department's proactive approach to managing growth and maintaining service efficiency.

The Town Manager clarified that the additional \$114,000 for two new sanitation workers would be partially offset by increased sanitation fees as the customer base grows. He noted they are not requesting a rate increase for residents, but will pass on increases in tipping fees.

Councilman Travis Scott raised concerns about the appearance of the Greenway Trail area behind the garage, describing it as looking terrible with old equipment, cans, and debris. He also complained about the sewer like smell emanating from the area. The Town Manager acknowledged the area's condition and agreed to address the issue, suggesting some of the dirt piles might be from cemetery work. The discussion highlighted the need for better maintenance and organization of town work areas.

- **Stormwater**

Manager Scott stated they have one employee who is a street sweeper operator. The primary budget request is for a new street sweeper, with the current 2016 model having about 6,500 hours and frequently breaking down. The plan is to keep the existing sweeper as a backup. Manager Scott emphasized that they expect to be able to purchase the new street sweeper relatively quickly. It would allow them to have one operational street sweeper at all times instead of being completely without one, when, or if the current machine breaks down.

## **PARKS AND RECREATION**

Gary Johnson highlighted several key points in the Parks and Recreation budget:

*Budget Increases:*

- 8% increase in part-time salary due to increased participation
- 41% increase in overall participation compared to last year
- Increased visits to facilities, 692,000 visits this year

*Specific Budget Adjustments:*

- Increased overtime for special events and tournaments
- Extended temporary labor from 30 to 40 weeks to handle facility maintenance
- Increased referee and umpire costs due to more games and participation
- Added professional fees to join National Recreation and Parks Association
- Utilities have gone up, also due to increased participation
- Equipment maintenance and repair has gone up due to increasing cost for supplies
- Service contracts have gone up due to the increasing costs of turf management

*Capital Outlay:*

- \$75,000 for 210 park development, with \$50,000 coming from tourism per Manager Scott
- \$70,000 for court resurfacing at Community Park and Smith Collins, a new court lasts for 4 to 5 years
- \$10,000 for athletic field lights automation
- New equipment including a Skag mower, boom sickle mower and loader bucket
- \$7,500 for dog park amenities, including an agility course

Johnson noted that most staff are now CPRP certified. He emphasized that increased costs are primarily driven by higher participation rates, and that he is expecting to offset increased expenses with higher revenue from program fees.

Councilman David Barbour inquired about the land donation previously discussed, asking when the community partner would donate the 57 acres and what maintenance would be required. Johnson confirmed he has not gotten it yet, but that no immediate maintenance would be needed unless they add features like a disc golf course. Barbour then asked about the fence project near the Boy Scout hut, and Johnson explained they want to replace the existing unsafe wooden fence with a sturdy black chain-link fence to improve safety and aesthetics.

There was general discussion regarding the increased spending on equipment and whether the additional costs were being offset by program fees. Johnson confirmed they are collecting more revenue due to increased participation, though the revenue doesn't completely cover all expenses. Barbour suggested the increased fees help mitigate the budget increases. Also briefly discussed was potentially raising the fee for field rental fees given the time-consuming process of field preparation for different groups. Manager Scott added that the Town did increase its revenue for recreation receipts by \$10,000.

Councilman Travis Scott raised concerns about safety at the community center, suggesting the need for security measures like metal detectors and a comprehensive safety plan. He noted the potential risks during large events and wanted to explore ways to screen people entering the facility. Gary Johnson acknowledged the concern and mentioned that the Parks and Recreation Advisory Board has already passed a policy requiring security through the Police Department for large events. Councilman Scott emphasized the importance of preventing potential incidents and protecting people, especially children. There was further discussion that highlighted the need for proactive safety measures, potentially including metal detectors, security personnel, or a screening process to ensure the safety of facility users during events.

## **SRAC**

Johnson stated that there is a slight increase in general part-time payroll and a small increase in pool staffing. However, there's a decrease in instructors' pay, which he noted is more about realigning positions and moving staff to their appropriate categories. When the three columns of payroll are added together, the total funding for part-time staff remains approximately the same. He also mentioned a small increase in telephone expenses to provide a \$25 monthly stipend for the assistant aquatics director, who uses her phone frequently while on call or on duty during weekends. He stated there is a 3% increase in SRAC utilities. Fuel, maintenance and repair were status quo. Service contracts increased due to software costs for membership management for all the programs for Parks and Rec. Johnson continue that the Capital Outlay included the resurface of the Splash Pad bottom. There was some discussion regarding expanding the locker rooms, with Johnson noting this would require a lot of funding.

## **SYCC**

Gary Johnson reviewed the Sarah Yard Center budget as mostly status quo. The main proposed improvements include repainting the interior, which hasn't been done in several years, and replacing an aging air conditioning unit. Johnson mentioned challenges with the current AC, particularly during hot weather when doors are left open when the AC is on. There was also discussion for potentially adjusting operating hours to better accommodate the senior citizen group, specifically considering extending morning hours from 9am to noon on certain days. Johnson noted they could be flexible with the hours to support the senior group's activities. The Town Manager also briefly touched on the Boys and Girls Club's continued interest in using the facility, which had been a previous point of contention with moving our elderly group out. The Manager stated he did not offer anything to the group as this point, but stated they may appear before the Board during a future Citizen's Comments section of the Town Council agenda.

Councilman Marlon Lee stressed the safety concerns for the children who cross the street to get to the Splash Pad. The mayor echoed these concerns, mentioning having witnessed a child running out and almost getting hit by a car. The mayor commented that some communities have signs, speed bumps and have install pedestrian crosswalks to address such concerns.

Mayor Andy Moore also asked Parks and Recreation Director, Gary Johnson to send him a breakdown for the 41% increase in overall participation costs compared to last year. Johnston stated he would get Mayor Moore the actual numbers.

**Non-Profit Requests**

There was no specific discussion of non-profit funding requests during this portion of the meeting.

*Councilman David Barbour made a motion, seconded by Councilman John Dunn to adjourn the meeting at approximately 9:04 pm. Unanimously approved.*

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M. Andy Moore, Mayor

ATTEST:

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Elaine Andrews, Town Clerk



# Request for Town Council Action

**Consent  
Agenda  
Item:** ARPA  
Resolution  
Adopting  
Policy  
Date: 07/01/2025

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**Subject:** ARPA (American Rescue Plan Act) Compliant Policies

**Department:** Finance Department

**Presented by:** Finance Director – Andrew Harris

**Presentation:** Consent Agenda Item

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## Issue Statement

The Town Council is asked to consider adopting policies required to be compliant with ARPA (American Rescue Plan Act) Coronavirus State and Local Fiscal Recovery Funds "ARP / CSLFRF Award"

## Financial Impact

No Financial Impact at this time

## Action Needed

Town Council approval is required for the establishment of the required policies to be compliant with the ARP / CSLFRF Award.

## Recommendation

Adoption of Resolution No. 776 (15-2025)

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 776 (15-2025)
3. Draft Record Retention Policy



# Staff Report

<b>Consent Agenda Item:</b>	<b>ARPA Resolution Adopting Policy</b>
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A Resolution is a formal statement of a governing body's intent that is used to address a specific matter. The resolution is established for policies that are required to be compliant with ARPA (American Rescue Plan Act) Coronavirus State and Local Fiscal Recovery Funds "ARP / CSLFRF Award". These policies not previously approved by the board are as follows: Records Retention Policy.



**TOWN OF SMITHFIELD  
RESOLUTION 776 (15-2025)  
ADOPTING POLICIES TO COMPLY WITH THE AMERICAN RESCUE PLAN ACT  
(ARPA) CORONAVIRUS AND LOCAL FISCAL RECOVERY FUNCS (CSLRF)  
AWARD REQUIREMENTS**

**WHEREAS**, the Town of Smithfield, has received funding through the American Rescue Plan Act of 2021 (ARPA) under the Coronavirus State and Local Fiscal Recovery Funds (CSLRF) program; and

**WHEREAS**, effective record retention policies are essential and required to ensure compliance with federal guidelines and best practices for managing documents related to ARPA/CSLRF-funded programs and projects;

**WHEREAS**, maintaining proper records is critical for transparency, accountability, and the ability to demonstrate the appropriate use of ARPA/CSLRF funds;

**WHEREAS**, establishing a comprehensive record retention policy will facilitate the efficient organization, storage, and retrieval of documents pertaining to ARPA/CSLRF awards, thereby supporting effective oversight;

**WHEREAS**, the adoption of a dedicated Record Retention Policy for ARPA/CSLRF documents will align with federal requirements and enhance the Town's ability to meet reporting obligations and respond to inquiries from oversight bodies;

**WHEREAS**, a standardized approach to record retention will promote consistency and clarity in managing ARPA/CSLRF-related documentation across Town departments and agencies;

**BE IT RESOLVED** that the by the Town Council of the Town of Smithfield, North Carolina, that the aforementioned policies are hereby adopted as official governing policies of the Town of Smithfield for the purpose of ensuring compliance with the ARP/CSLRF Award requirements.

**BE IT FURTHER RESOLVED** that the Town Manager, Finance Director, and other appropriate staff are authorized and directed to implement and enforces these policies, and to take all actions to maintain compliance with federal guidance related to the ARPA CSLRF program.

Adopted this the 1<sup>st</sup> day of July, 2025

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M. Andy Moore, Mayor

Attest:

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Elaine Andrews, Town Clerk



**Record Retention Policy: Documents Created or Maintained Pursuant to the  
ARP/CSLFRF Award**

**Retention of Records:** The Coronavirus Local Fiscal Recovery Funds (“CSLFRF”) and the Compliance and Reporting Guidance set forth the U.S. Department of Treasury’s (“Treasury”) record retention requirements for the ARP/CSLFRF award.

It is the policy of the Town of Smithfield to follow Treasury’s record retention requirements as it extends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, the Town of Smithfield agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act “ARPA,” Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

**Covered Records:** For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Town of Smithfield’s expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.
- Documentation of rational to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;

- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

**Storage:** Town of Smithfield's records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

**Departmental Responsibilities:** Any department or unit of the Town of Smithfield, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the Town of Smithfield to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Finance Director is responsible for identifying the documents that the Town Clerk must or should retain and arrange for the proper storage and retrieval of records. The Town Clerk shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

**Reporting Policy Violations:** The Town of Smithfield is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Town Manager. The Town of Smithfield prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

**Questions About the Policy:** Any questions about this policy should be referred to the Town Manager at 919-934-2116 extension 1104, who is in charge of administering, enforcing, and updating this policy.

Adopted the, the 1<sup>st</sup> day of July 2025.



# Request for Town Council Action

**Consent  
Agenda  
Item:** **ARPA  
Resolution  
Adopting  
Policy**  
Date: 07/01/2025

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**Subject:** ARPA (American Rescue Plan Act) Compliant Policies

**Department:** Finance Department

**Presented by:** Finance Director – Andrew Harris

**Presentation:** Consent Agenda Item

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## Issue Statement

The Town Council is asked to consider adopting policies required to be compliant with ARPA (American Rescue Plan Act) Coronavirus State and Local Fiscal Recovery Funds "ARP / CSLFRF Award"

## Financial Impact

No Financial Impact at this time

## Action Needed

Town Council approval is required for the establishment of the required policies to be compliant with the ARP / CSLFRF Award.

## Recommendation

Adoption of Resolution No. 777 (16-2025)

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 777 (16-2025)
3. Draft Procurement Policy





# Staff Report

Consent Agenda Item:	ARPA Resolution Adopting Policy
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A Resolution is a formal statement of a governing body's intent that is used to address a specific matter. The resolution is established for policies that are required to be compliant with ARPA (American Rescue Plan Act) Coronavirus State and Local Fiscal Recovery Funds "ARP / CSLFRF Award". These policies not previously approved by the board are as follows: Procurement Policy.

**TOWN OF SMITHFIELD  
RESOLUTION 777 (16-2025)  
ADOPTING POLICIES TO COMPLY WITH THE AMERICAN RESCUE PLAN ACT  
(ARPA) CORONAVIRUS AND LOCAL FISCAL RECOVERY FUNDS (CSLRF)  
AWARD REQUIREMENTS**

**WHEREAS**, the Town of Smithfield, has received funding through the American Rescue Plan Act of 2021 (ARPA) under the Coronavirus State and Local Fiscal Recovery Funds (CSLRF) program; and

**WHEREAS**, effective procurement policies are essential and required to ensure compliance with federal guidelines and best practices for managing documents related to ARPA/CSLRF-funded programs and projects;

**WHEREAS**, maintaining proper procurement records is critical for transparency, accountability, and the ability to demonstrate the appropriate use of ARPA/CSLRF funds;

**WHEREAS**, establishing a comprehensive procurement policy for the procurement of goods, apparatus, supplies, materials, equipment, professional and non-professional services, and construction or repair work that is funded, in whole or in part with federal financial assistance supports effective oversight pertaining to ARPA/CSLRF awards;

**WHEREAS**, the adoption of a dedicated procurement policy for ARPA/CSLRF documents will align with federal requirements and enhance the Town's ability to meet reporting obligations and respond to inquiries from oversight bodies;

**WHEREAS**, a standardized approach to procurement will promote consistency and clarity in managing ARPA/CSLRF-related documentation across Town departments and agencies;

**BE IT RESOLVED** that the by the Town Council of the Town of Smithfield, North Carolina, that the aforementioned policy is hereby adopted as official governing policies of the Town of Smithfield for the purpose of ensuring compliance with the ARP/CSLRF Award requirements.

**BE IT FURTHER RESOLVED** that the Town Manager, Finance Director, and other appropriate staff are authorized and directed to implement and enforce this policy, and to take all actions to maintain compliance with federal guidance related to the ARPA CSLRF program.

Adopted this the 1<sup>st</sup> day of July, 2025

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M. Andy Moore, Mayor

Attest:

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Elaine Andrews, Town Clerk



## **Procurement Policy: Pursuant to the ARP/CSLRF Award**

### **Section 1: Purpose**

**Application of Policy.** The purpose of this policy is to establish guidelines for the procurement of goods, apparatus, supplies, materials, equipment, professional and non-professional services, and construction or repair work that is funded, in whole or in part, with federal financial assistance.

The Town of Smithfield shall comply with the standards established in this policy, as well as with state law and any other policies and procedures adopted by the Town. The requirements of the Policy also apply to any subrecipient of federal financial assistance. In the case of a conflict in governing law or local policy, the unit shall follow the most restrictive rule.

**Compliance with Federal Law.** Unless otherwise directed in writing by the federal awarding agency, or by a state agency acting as a passing-through entity, all procurements that involve the expenditure of federal financial assistance (federal awards) shall be conducted in accordance with the federal procurement requirement identified in 2 C.F.R. §§ 200.318–.327, of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance).

### **Section 2: Code of Conduct**

The Town has adopted standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents who are engaged in the selection, award, and administration of federal award contracts.

### **Section 3: Pre-Solicitation Requirements**

Prior to any procurement transaction, the following pre-solicitation requirements shall be considered.

1. **No Evasion.** No contract may be intentionally divided into two or more separate purchases with the intent to avoid federal or state competitive procurement requirements.
2. **Interlocal Agreements.** The Town shall explore the feasibility of entering into state and local intergovernmental agreements or cooperative agreements, where appropriate, for the procurement of common goods and shared services. Competition requirements may be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

3. **Surplus Property.** The Town shall avoid the acquisition of unnecessary or duplicative items and shall explore the feasibility of purchasing federal surplus property in lieu of purchasing new equipment and property.
4. **Value Engineering.** The Town shall consider opportunities to use value engineering in contracts for permanent restorative work projects that are of sufficient size to offer reasonable opportunities for cost reduction.
5. **Domestic Preferences.** To the greatest extent practicable, the Town shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products. No sacrifice or loss in price or quality is required in providing this preference, and no preference shall be given if such preference would violate any trade treaty to which the United States is a signatory.
6. **Geographic Preference.** The Town shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
7. **Contracting with Minority-Owned, Women-Owned, and Small Business Firms.** For all contracts above the micro-purchase threshold, the Town shall take all necessary affirmative steps to assure that minority businesses, small businesses, women's business enterprises, historically underutilized businesses, and labor surplus area firms are used when possible. These affirmative steps shall include:
  - a. placing qualified small and minority businesses and women's business enterprises on solicitation lists and soliciting these businesses whenever they are potential sources;
  - b. dividing, when economically feasible, project requirements into smaller tasks or quantities and establishing delivery schedules that encourage maximum participation;
  - c. identifying firms through the U.S. Small Business Administration (SBA) and the U.S. Department of Commerce's Minority Business Development Agency of the Department of Commerce; and
  - d. requiring the prime contractor, if subcontracts are to be awarded, to take the affirmative steps included in this section in an effort to make reasonable efforts to contract with disadvantaged business enterprises.

8. **Cost or Price Analysis.** Prior to awarding a contract, Town shall perform a cost or price analysis in connection with every procurement above the Simplified Acquisition Threshold, including contract modifications. See Section 6.4 for additional requirements of the cost/price analysis.
9. **Procurement of Recovered Materials.** The Town shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. Environmental Protection Agency (EPA) at 40 C.F.R. part 247 containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$5,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$5,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. For federally funded solicitations, the requesting department shall include in the specifications the use of fully or partially recovered (recycled) materials to the greatest extent consistent with reasonable performance standards in accordance with federal regulations.

#### **Section 4: Solicitation Requirements**

1. **Full and Open Competition.** Procurements shall be conducted in a manner that provides full and open competition to ensure objective supplier performance and eliminate unfair competitive advantage. The Town shall remain alert to organizational conflicts which would jeopardize the negotiation process and limit competition. The Town may not:
  - a. place unreasonable requirements on firms in order for them to qualify to do business;
  - b. require unnecessary experience and excessive bonding or encourage or participate in non-competitive practices among firms or affiliated companies;
  - c. award non-competitive consultant retainer contracts except as expressly provided by funding-source regulations;
  - d. specify (1) that only a "brand name" product be used instead of allowing an "equivalent product" to be offered, though a "brand name or equivalent" description may be used to define the performance or other salient requirements of procurement or (2) the specific features, performance, or other relevant requirements of the named brand that must be met by offerors; or
  - e. take any arbitrary actions that limit or restrict competition.
2. **Contractors Excluded from Bidding.** To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications,



requirements, statements of work, or invitations for bids or requests for proposals are excluded from competing for the underlying procurement contract.

3. **Prequalification.** The Town ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The prequalified list shall be routinely updated. Potential bidders shall not be precluded from qualifying during the solicitation period.
4. **Product Descriptions.** All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and, when necessary, the minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used to define the performance or other salient requirements of procurement. The solicitation shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

## **Section 5: Bidding Requirements**

The Town shall comply with the procurement methods set forth in the Uniform Guidance at 2 CFR § 200.320 when entering into purchase, service, and construction contracts and repair contracts that will be funded, in whole or in part, with a federal award. The method of procurement will depend on the anticipated expenditure amounts and the type of service or materials being procured. The Town shall also comply with state law and local policy when soliciting bids and awarding contracts.

1. **Informal Procurement Methods:** When the value of the procurement will not exceed the simplified acquisition threshold (SAT) of \$250,000, the Town may conduct the procurement using one of the informal procurement methods: micro-purchases and small purchase procedures.

- a. **Micro-purchases:** (contracts costing less than \$5,000)

The micro-purchase procurement method may be used when the aggregate amount of the purchase/contract is below the micro-purchase threshold (\$5,000). Micro-purchases may be awarded without competition provided the price term is considered to be fair and reasonable based on market conditions. When making a micro-purchase, the Town shall:

- i. Obtain price or rate quote from at least one qualified vendor or contractor;

- ii. Document in writing that the price or rate quote is fair and reasonable; and
- iii. To the extent practical, distribute micro-purchases equitably among qualified suppliers.

**b. Small Purchase Procedures:** (Contracts costing between \$5,000 - \$250,000)

The small purchase method may be used for procurements in which the aggregate dollar amount is higher than the micro-purchase threshold but does not exceed the SAT (\$250,000). This method does not require formal advertisement; the method of advertising the procurement shall be established by the responsible department head. Price or rate quotes may be received in a variety of format, including email, fax, phone, or any other method.

When conducting procurements using the small purchase procedures method, the responsible department head shall:

- i. Obtain an adequate number of price or rate quotations from vendors or contractors;
- ii. Maintain documentation of price/rate quotes; and
- iii. Award the contract on to the lowest cost responsible bidder.

**2. Formal Procurement Methods:** For procurements that cost \$251,000 or more, the Town shall conduct the procurement in accordance with one of the formal procurement methods: sealed bids or proposals.

**a. Sealed Bids:** (Contracts costing \$251,000 or more)

The sealed bid method shall be the Town's preferred method for procuring construction and repair contracts, provided the following conditions are present: (1) a complete, adequate, and realistic specification or purchase description is available; (2) two or more responsible bidders are willing and able to compete effectively for the business; and (3) the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When the sealed bid method is used, the Town shall satisfy the following conditions:

- i. Solicit sealed bids from an adequate number of qualified sources, and provide bidders with sufficient time to prepare a response prior to the date set for bid opening.
- ii. Publicly advertise the Invitation for Bid (IFB).
- iii. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
- iv. Include in the IFB any specifications and pertinent attachments, and clearly define the items or services in order to allow the bidder to properly respond.
- v. Publicly open bids at the time and place prescribed in the IFB.

- vi. Award a firm, fixed-price contract in writing to the lowest responsive and responsible bidder.
- vii. Reject any or all bids only for sound documented reasons.

**b. Competitive Proposals:** (Contracts costing \$251,000 or more for which the sealed bid method is not appropriate)

The Town shall use the competitive proposal method when the cost of the contract is above \$250,000 and when the sealed bids method is not appropriate. Proposals are conducted with more than one source submitting an offer, and either a fixed price or cost reimbursement type contract is awarded. The Town is required to use the proposals method for qualification-based procurements in the selection of architectural and engineering (A/E) professional services. In the procurement of A/E professional services, the price will be negotiated after the most qualified firm is selected. When the competitive proposals method is used, the Town shall satisfy the following conditions:

- i. Publicly advertise the request for proposal (RFP) or request for qualifications (RFQ). Formal advertisement in a newspaper is not required provided the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
- ii. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
- iii. Identify evaluation criteria and relative importance of each criterion (criteria weight) in the RFP or RFQ.
- iv. Consider all responses to the publicized RFP to the maximum extent practical.
- v. Establish a written method for conducting technical evaluations of proposals and selecting the winning firm.
- vi. Award the contract on a fixed-price or cost-reimbursement bases to the most responsible firm with the proposal that is most advantageous to the Town, taking into account price and other factors identified in the proposal. Price may not be an evaluation factor for (A/E) service contracts.
- vii. **A/E Service Contracts:** For qualification-based procurement in the selection of architectural and engineering (A/E) professional services, qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. Price shall not be solicited in the RFQ, or used as an evaluation criterion, in awarding A/E professional service contracts.

**3. Noncompetitive Procurement.** Noncompetitive procurements are allowed only under the following conditions.

- i. **Micro-purchases.** The aggregate dollar amount of the procurement does not exceed the micro-purchase threshold.
- ii. **Sole source.** A contract may be awarded without competitive bidding

when the item is available from only one source. The responsible department head shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.

- iii. **Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from competitive bidding.
- iv. **Agency Approval.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids/quotes from a number of sources as required under this Policy does not result in a qualified winning bidder.
- v. **Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after a minimum of two attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

## Section 6: Contract Award

1. **Responsible Contractors.** Contracts shall only be awarded to responsible, responsive contractors/firms possessing the ability to perform successfully under the terms and conditions of the proposed procurement. "Responsible" refers to the character or quality of the bidder, with consideration being given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. "Responsive" refers to the bidder's compliance with all required specifications in the formal solicitation.
2. **Suspension and Debarment.** Prior to awarding a contract, the responsible department head shall verify that a potential contractor is not debarred or suspended using the System for Award Management (SAM.gov). If a contractor has been debarred, suspended, or is otherwise excluded from participation in a federal award program, the contractor may not be awarded the contract. The responsible department head shall maintain documentation of this verification.
3. **Bid Rejections.** Bid submissions and/or proposals may be deemed non-responsive, or contractors may be determined to be non-responsive, for any sound documented reason(s). The documentation will state the reason(s) why each bidder failed to satisfy the responsive, responsible contractor standard for a particular procurement.
4. **Cost and Price Analysis.** Prior to receiving bids or proposals, the responsible department head is required to perform a cost or price analysis in connection with every procurement transaction, including contract modifications, falling above the simplified acquisition threshold (\$250,000). To satisfy this requirement, the requesting department head shall

prepare and submit a memorandum containing the cost/price analysis to the Town Manager.

- a. A price analysis involves the evaluation of the total proposed price without an evaluation of its separate cost elements and proposed profit. A price analysis is used to verify that the overall price for a specific item is fair and reasonable.
  - b. A cost Analysis involves the evaluation of the separate elements that make up the total cost of a contract (e.g., labor, materials, profit, etc.). The cost analysis is required for new contracts and contract modifications or change orders, even when the change order results in a lower contract price.
5. **Profit.** For contracts without price competition, or where cost analysis is required in accordance with 2 C.F.R. § 200.323(a), the Town must negotiate profit as a separate price element. To establish a fair and reasonable profit, consideration shall be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's past performance, and industry profit rates in the surrounding geographical area for similar work.
  6. **Estimated Costs.** The Town shall use estimated costs in negotiating contract terms only to the extent that the cost estimates included in negotiated prices are allowable under the 2 C.F.R. Part 200, Subpart E, "Cost Principles."
  7. **Bonding Requirements.** For construction contracts or subcontracts that exceed the simplified acquisition threshold (\$250,000), the Town shall require that contractors meet the minimum bonding requirements listed below.

To be submitted with the bidding documents:

*A bid guarantee* from each bidder equivalent to five percent (5%) of the bid price. The bid guarantee must consist of a firm commitment, such as a bid bond, certified check, or other negotiable instrument accompanying a bid, as assurance that the bidder shall, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

To be submitted at the time of contract award:

*A performance bond* on the part of the contractor that is for 100 percent (100%) of the contract price. A performance bond is a bond executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

*A payment bond* on the part of the contractor that is for 100 percent (100%) of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by law of all persons supplying labor and

material in the execution of the work provided for in the contract.

## **Section 7: Prohibited Contracts**

1. **Costs-Plus-a-Percentage-of-Construction-Cost Contracts.** The award of costs plus a percentage of construction cost contracts are prohibited.
2. **Time-and-Materials Contracts Disfavored.** The Town shall only enter into time and materials contracts if it has determined in writing that no other contract type is suitable for a given procurement. Time and materials contracts prescribe cost as the sum of (a) actual cost of materials and (b) direct labor hours charges at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Use of time and materials contracts shall require an established price ceiling to ensure that the agreement does not allow for an open-ended contract price with no profit incentive for the contractor to control costs or labor efficiency. These contracts shall be subject to frequent oversight to ensure that the contractor employs efficient methods and effective cost controls.

## **Section 8: Contract Administration**

1. **Contract Oversight.** Each responsible department head shall provide proper oversight to ensure that contractors and firms perform the contract requirements in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
2. **Contract Clauses.** All procurement contracts shall contain the applicable provisions described in Appendix II to 2 C.F.R. Part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."
3. **Record Retention.** The Town shall maintain records sufficient to detail the history of each procurement, including the rationale for the method of procurement and selection of contract type, the basis for the contractor selection or rejection, and the basis for the contract price. These records include, but are not limited to, supporting documentation showing the rationale for the procurement method; written price or rate quotations, such as catalog price, online price, email or written quotes, copies of advertisements, requests for proposals, and bid sheets or bid proposal packets; bid rejection and award letters; purchase orders; executed contracts; and any other supporting documentation or financial records relating to the procurement transaction.
4. **Retention Period.** Unless a federal award prescribes a different record retention period, all financial records, supporting documents, statistical records, and all other records pertinent to a federal award shall be retained for a period of five years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a subrecipient. An exception to the standard retention period may exist if any of the following circumstances is satisfied:



- a. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b. When the Town has been notified in writing by the federal awarding agency or pass-through entity that the retention period has been extended.
- c. Records for real property and equipment shall be retained for three years after final disposition.

#### **Section 9: Awarding Agency or Pass-Through Entity Review**

1. **Agency Review.** Upon request of the awarding federal agency, the Town shall make available technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for acquisition. The Town shall make the pre-procurement and procurement documents available upon request of the federal awarding agency or pass-through entity when any of the circumstances set forth in 2 C.F.R. § 200.325(b) are satisfied.

#### **Section 10: Compliance with Policy Provisions**

1. **Reporting Policy Violations:** The Town of Smithfield is committed to enforcing this policy as it applies to purchasing and procurement procedures. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Town Manager. The Town of Smithfield prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any reporting any purchasing or procurement violations, or cooperating in related investigations.
2. **Penalties Imposed by Federal Awarding Agency.** If it has been determined that the Town has failed to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a federal award, the federal awarding agency or pass-through entity may impose additional conditions on the Town, as described in 2 C.F.R. § 200.208. In cases in which noncompliance cannot be remedied by the imposition of additional conditions, the federal awarding agency or pass-through entity may take one or more of the following actions: temporarily withhold cash payments, disallow costs, suspend or terminate the award, initiate suspension or debarment proceedings, withhold further federal awards for the project or program, or take other remedies legally available.

## Appendix A

### **Specific Procurement Procedures**

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- A. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing less than \$5,000** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:
1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
  2. To the extent practicable, purchases must be distributed among qualified suppliers.
- B. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$5,000 up to \$90,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:
1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  3. Cost or price analysis is not required prior to soliciting bids.
  4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
  5. Award the contract to the lowest responsive, responsible bidder.
- C. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
1. Cost or price analysis is required prior to soliciting bids.
  2. Complete specifications or purchase description must be made available to all bidders.
  3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and

reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”

4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for “sound documented reasons.”

**D. Service Contracts** (except for A/E professional services) **costing \$250,000 and above** may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

**E. Construction and repair contracts costing less than \$5,000** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

**F. Construction and repair contracts costing \$5,000 up to \$250,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so

the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).

2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.

**G. Construction and repair contracts costing \$250,000 up to \$500,000** shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for “sound documented reasons.”

**H. Construction and repair contracts costing \$500,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the

governing board the right to reject any or all bids only for “sound documented reasons.”

4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
  5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
  6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
  7. Award the contract on a firm fixed-price basis.
  8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for “sound documented reasons.”
- I. Construction or repair contracts involving a building costing \$300,000 and above must comply with the following additional requirements under state law:**
1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
  2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
  3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- J. Contracts for Architectural and Engineering Services costing under \$250,000 shall be procured using the state “Mini-Brooks Act” requirements (G.S. 143-64.31) as follows:**
1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
  3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
  4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
  5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
  6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

**K. Contracts for Architectural and Engineering Services costing \$250,000 or more** shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)(5)) as follows:

1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
4. Proposals must be solicited from an “adequate number of qualified sources” (an individual federal grantor agency may issue guidance interpreting “adequate number”).
5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

Adopted the, the 1<sup>st</sup> day of July 2025.







# Request for Town Council Action

<b>Consent Agenda Item:</b>	<b>Application for Temporary Use Permit</b>
<b>Date:</b>	<b>07/01/2025</b>

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**Subject:** Riders Meet Circuit Car Show

**Department:** Planning Department

**Presented by:** Planning Director – Stephen Wensman

**Presentation:** Consent Agenda Item

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## Issue Statement

The Council is being asked to allow Michael Overby to hold Riders Meet Circuit Car Show on October 26th, 2025.

## Financial Impact

None

## Action Needed

Council approval of 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
3. Map of Area



# Staff Report

<b>Consent Agenda Item:</b>	<b>Application for Temporary Use Permit</b>
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Michael Overby is requesting to hold Riders Meet Circuit Car Show at 713 E. Market Street. This is a car show and it will be held on October 26<sup>th</sup>, 2025 beginning at 8:00 am and ending at 6:00 pm. Amplified sound will be used beginning at 12:00 pm and ending at 6:00 pm. No food or goods will be sold and no alcohol will be sold or served. No streets have been requested for closure.



## Temporary Use Permit Application

Completed applications must be submitted at least 6 weeks prior to the event by emailing Julie Edmonds at [julie.edmonds@smithfield-nc.com](mailto: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.

### 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
  - ☐ Involves Town Park property (Call 919-934-2148)
  - ☐ Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

### 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) \_\_\_\_\_

Riders meet circuit  
Name of Event

713 E Market St Smithfield NC  
Location of Event/Use (exact street address)

### APPLICANT:

Name Michael Overby  
Address 1023 Old Sanders Rd  
Phone number 919 427-2577  
Email address Overby Mike @ 901 dom  
Event date 10-26-25

### PROPERTY OWNER:

Name Ali Mohamed  
Address 713 E Market St Smithfield  
Phone number 919 271 4142  
Email address \_\_\_\_\_

Event start and end time 8:00 AM  
Event set up and clean up time 6:00 PM  
Sound Amplification Type Yes  
Sound Amplification Start and End Times 12:00 PM

Will alcohol be sold or served? Y or N  
(If yes, please supply an ABC Permit)

Will food or goods be sold? Y or N

# Food Trucks (if applicable) 0 (Each Food Truck Requires Certificate of Inspections by Johnston County)

Environmental Health Department, Proof of Insurance, 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: 0  
(If using Smithfield Police, applicant must contact the PD to schedule security.)

Will any town property be used (i.e., streets, parks, greenways)? NO

If any town streets require closure, please list all street names. \_\_\_\_\_

Are event trash cans needed? Y or ☒ N How many? NO

Please provide a detailed description of the proposed temporary use or special event:

Car show & pass off

**Temporary Use Submittal Checklist:**

1. Completed Temporary Use Permit application
2. Other documentations deemed necessary by the administrator
3. Application fee - \$100
4. Site plan, if required

Method of Payment ☒ Cash ☐ Check# \_\_\_\_\_ ☐ Credit Card \_\_\_\_\_ Amount \$ \_\_\_\_\_

Payment Received By: 10-1-25

Date: 5-23-25

Town Planning Director Signature: [Signature] Date: 5/27/25

**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.

Applicant's Name (Print) \_\_\_\_\_ Signature [Signature] Date \_\_\_\_\_



## OWNERS AUTHORIZATION

I hereby give CONSENT to Michael Overby (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 Ali Mohammed  
Address \_\_\_\_\_ Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email \_\_\_\_\_  
Signature: [Signature] Date: \_\_\_\_\_

## OWNER'S CONSENT FORM

Name of Event: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

## OWNERS AUTHORIZATION

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

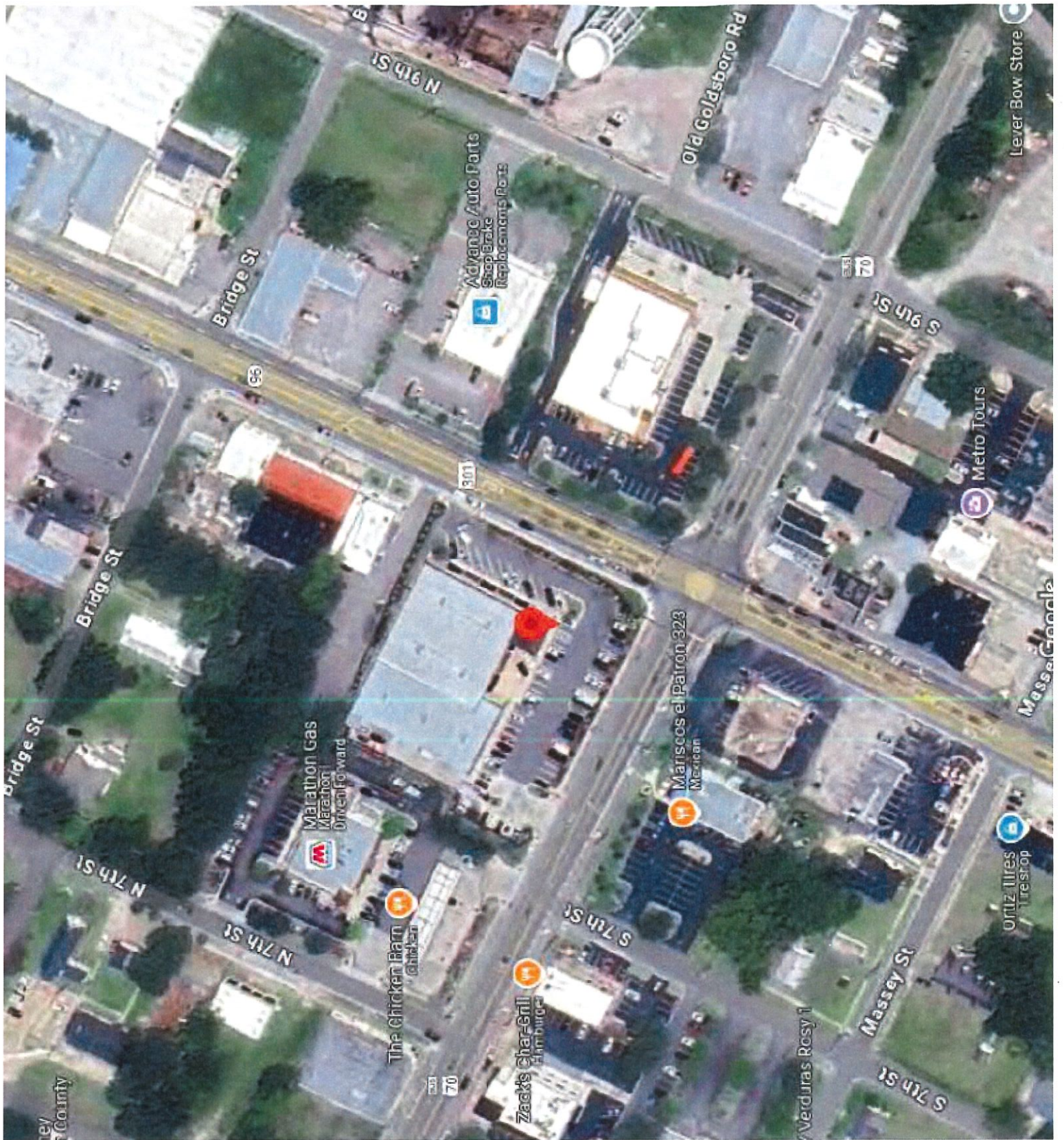
I hereby certify I have full knowledge the property I have an ownership interest in the subject of this application. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request,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

\_\_\_\_\_  
Signature of Owner

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

\_\_\_\_\_  
Date







# New Hire Report

**Consent Agenda Item:** **New Hire / Vacancy Report**  
**Date:** 07/01/2025

## **Background**

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

In addition, please find the following current vacancies:

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Police Officer (1 position)	Police	10-20-5100-5100-0200
Police Officer – SRO	Police	10-20-5100-5100-0200
Public Works Crew Leader (Streets)	PW – Streets	10-30-5600-5100-0200
Asst. Aquatics Supervisor	SRAC	10-60-6220-5100-0200
Utility Line Mechanic (2)	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 2024-2025 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
PT – SRAC Aquatics (2)	SRAC	10-60-6220-5100-0200	\$10.00/hr.



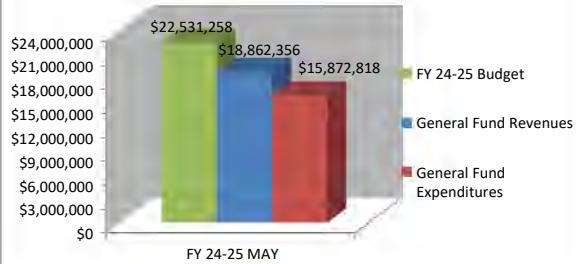


# Financial Report

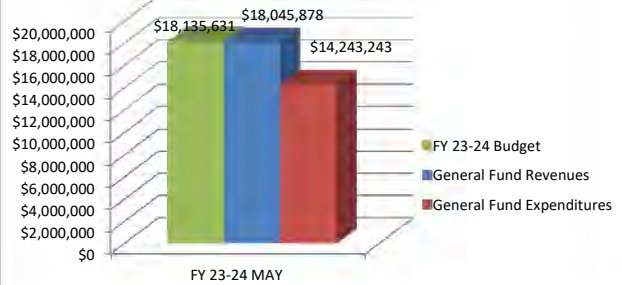


## Town of Smithfield Revenues vs. Expenditures

**2025 YTD General Fund Revenues vs.  
Expenditures**



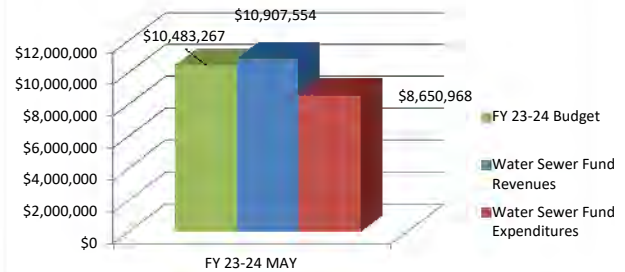
**2024 YTD General Fund Revenues vs.  
Expenditures**



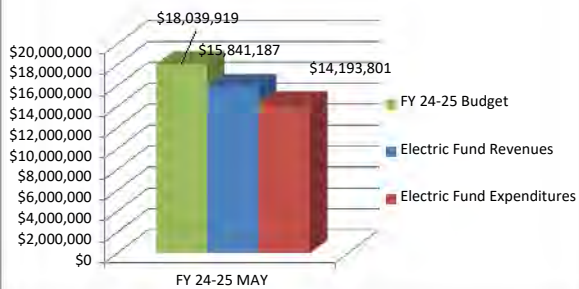
**2025 YTD W/S Revenues vs.  
Expenditures**



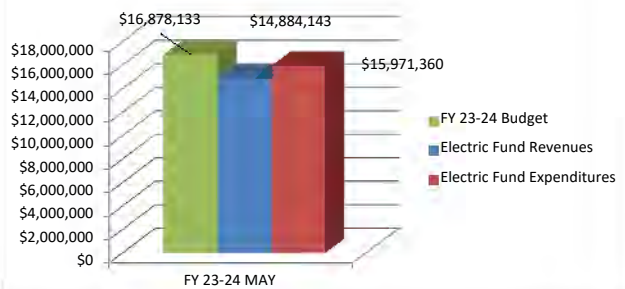
**2024 YTD W/S Revenues vs.  
Expenditures**



**2025 YTD Electric Revenues vs.  
Expenditures**



**2024 YTD Electric Revenues vs.  
Expenditures**





**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**May 31, 2025**  
**Gauge: 11/12 or 92 Percent**

**91.67%**

**GENERAL FUND**

<b>Revenues</b>	<b>Actual to Date FY '23-24</b>	<b>Budget FY '24-25</b>	<b>Actual to Date FY '24-25</b>	<b>YTD % Collected</b>
Ad Valorem Taxes	\$ 8,891,423	\$ 9,439,025	\$ 9,254,741	98.05%
Other Taxes and Licenses	133,529	116,175	209,239	180.11%
Unrestricted Intergovernmental	4,654,109	4,922,000	4,011,509	81.50%
Restricted Intergovernmental	435,031	485,940	468,101	96.33%
Permits and Fees	2,352,323	2,581,525	2,510,996	97.27%
Investment Earnings	434,004	422,089	422,112	100.01%
Miscellaneous	472,259	838,538	848,460	101.18%
Transfer From Other Funds	624,790	1,748,401	1,035,611	59.23%
Sale of Fixed Assets	48,410	52,175	52,197	100.04%
Insurance Recovery	-	51,125	49,390	96.61%
Fund Balance Appropriated	-	1,874,265	-	0.00%
<b>Total</b>	<b>\$ 18,045,878</b>	<b>\$ 22,531,258</b>	<b>\$ 18,862,356</b>	<b>83.72%</b>

**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**May 31, 2025**  
**Gauge: 11/12 or 92 Percent**

	Actual to Date		Budget		Actual to Date		YTD %
	FY '23-24	\$	FY '24-25	\$	FY '24-25	\$	
<b>Expenditures</b>							<b>91.67%</b>
General Gov.-Governing Body	436,512	\$	768,092	\$	524,617		68.30%
Non Departmental	718,452		981,358		760,684		77.51%
Debt Service	420,499		419,096		401,319		95.76%
Finance	144,351		164,050		132,207		80.59%
IT	237,333		220,275		160,865		73.03%
Planning	300,165		456,100		379,471		83.20%
Police	3,727,202		6,066,607		5,003,844		82.48%
Fire	2,782,444		3,720,666		2,928,602		78.71%
General Services/Public Works	597,877		1,502,508		812,312		54.06%
Streets	370,719		2,309,204		362,828		15.71%
Motor Pool/Garage	158,167		192,900		158,205		82.01%
Powell Bill	494,173		398,195		264,769		66.49%
Sanitation	1,641,812		2,060,064		1,480,660		71.87%
Stormwater	40,258		379,580		213,155		56.16%
Parks and Rec	1,077,964		1,570,263		1,275,560		81.23%
SRAC	1,054,465		1,271,000		979,350		77.05%
Sarah Yard Center	40,850		51,300		34,370		67.00%
<b>Total</b>	<b>14,243,243</b>	<b>\$</b>	<b>22,531,258</b>	<b>\$</b>	<b>15,872,818</b>		<b>70.45%</b>

YTD Fund Balance Increase (Decrease)

3,802,635 - 2,989,538

**Gauge: 11/12 or 92 Percent**

**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**

May 31, 2025

Gauge: 11/12 or 92 Percent

91.67%

**ELECTRIC FUND**

<b>Revenues</b>	<b>Actual to Date FY '23-24</b>	<b>Budget FY '24-25</b>	<b>Actual to Date FY '24-25</b>	<b>YTD % Collected</b>
Electric Sales	\$ 14,298,176	\$ 16,650,550	\$ 15,271,231	91.72%
Connection Fees	87,075	93,525	89,075	95.24%
Miscellaneous	122,840	135,350	130,678	96.55%
Penalties	84,979	100,075	100,104	100.03%
Investment earnings	290,922	250,000	235,307	94.12%
Sale of Fixed Assets	151	275	137	49.82%
Insurance Recovery	-	14,650	14,655	100.03%
Fund Balance Appropriated	-	795,494	-	0.00%
<b>Total</b>	<b>\$ 14,884,143</b>	<b>\$ 18,039,919</b>	<b>\$ 15,841,187</b>	<b>87.81%</b>

<b>Expenditures</b>	<b>Actual to Date FY '23-24</b>	<b>Budget FY '24-25</b>	<b>Actual to Date FY '24-25</b>	<b>YTD % Spent</b>
Administration/Operations	\$ 3,517,990	\$ 3,554,900	\$ 2,765,819	77.80%
Purchased Power - Non Demand	4,855,938	5,800,596	4,704,493	81.10%
Purchased Power - Demand	6,078,411	6,752,361	5,184,544	76.78%
Purchased Power - Debt	1,156,176	1,156,176	963,480	83.33%
Debt Service	342,585	342,586	342,585	100.00%
Capital Outlay	20,260	35,000	32,880	93.94%
Transfers to Electric Capital Project Fund	-	103,150	-	0.00%
Transfers to Electric Capital Reserve Fund	-	200,000	200,000	100.00%
Transfers to General Fund	-	95,150	-	0.00%
<b>Total</b>	<b>\$ 15,971,360</b>	<b>\$ 18,039,919</b>	<b>\$ 14,193,801</b>	<b>78.68%</b>

YTD Fund Balance Increase (Decrease)

(1,087,217) - 1,647,386

**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**May 31, 2025**  
**Gauge: 11/12 or 92 Percent**

**91.67%**

<b>CASH AND INVESTMENTS FOR MAY 2025</b>			
General Fund (Includes P. Bill and ARPA)	23,816,179		
Water and Sewer Fund	16,130,545		
Electric Fund	13,535,510		
NCOBM Fund (21)	499,057		
JB George Endowment (40)	142,784		
Water Plant Expansion (43)	954,817		
Capital Project Fund: Wtr/Sewer (45)	437,289		
Capital Project Fund: General (46)	1,786,026		
Capital Project Fund: Electric (47)	(103,116)		
FEMA Acquisitions and Elevations (48)	550		
Firemen Relief Fund (50)	105,352		
Fire District Fund (51)	511,198		
Water and Sewer Capital Reserve Fund (70)	775,894		
Electric Fund Capital Reserve Fund (71)	200,000	1st CITIZENS	41,126,253 1.75% / 4.29%
General Capital Reserve Fund (72)	691,816	NCCMT	5,663,513 5.000%
Total	59,483,901	KS BANK	2,432,386 3.00%
		TRUIST	10,261,749 3.25%
			<hr/>
			\$ 59,483,901

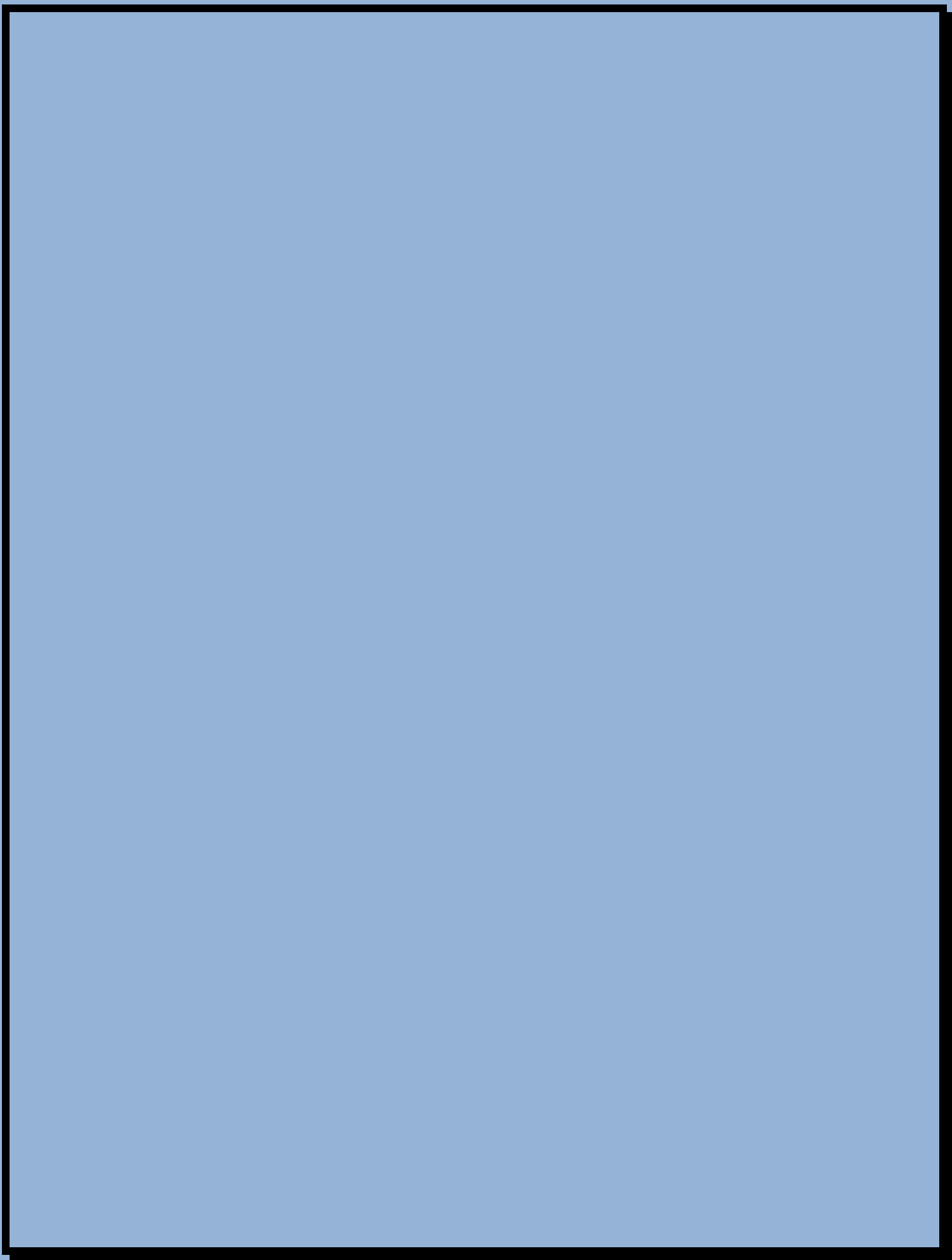
**Account Balances Confirmed By Finance Director on**

6/21/2025

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# Department Reports





## **FINANCE DEPARTMENTAL REPORT FOR JUNE 2025**

### **ACCOMPLISHMENTS**

- Accounts Receivable related policies written for board approval
- Assisted with the implementation of the new employee benefit management team
- Refunded numerous utility accounts with credit balances or applied credit balances to new accounts for old utility accounts; cleaned up the inactive revenue codes on utility accounts
- Saved \$3,600 in professional fees (Finance Department), approximately \$2,000 in bank service charges (General, Water Sewer, Electric Fund), and \$1,300 in telephone charges
- Implemented invoice and pre audit approval process for accounts payable
- Updated all grant and capital project ordinances to comply with ordinance and resolution statutory requirements
- Drafted the revised employee handbook for manager and council approval
- Assisted with the phone and internet implementation projects
- Set up capital reserve funds for general statute compliance
- Wrote financial statements and made substantial corrections to the accounting records
- Corrected pre-tax and post-tax payroll deductions for affected full time employees
- Improved service order process between customer service representatives and utility technician via e-mailing service orders
- Converted Planning Board and Board of Adjustments to Payroll to comply with IRS regulations

### **WORK IN PROGRESS**

- In process of implementing purchase card program with potential savings of \$85K based on historical spending patterns (module training up next)
- In process of updating the Customer Service Policy Manual (approval delayed for new regulations) and creating a Red Flag Policy for utility billing customer information
- In process of implementing a monthly closing schedule for all finance functions for timely reporting
- In process of setting up general ledger account reconciliations and delegating those tasks to finance and customer service staff
- In process of updating internal control policies and procedures in relation to finance and customer service
- In process of comprehensive inventory of fixed assets for all departments
- In process of working with Town Clerk and Town Manager to properly account for capital project funds
- In process of working to implement online payments with PIO for various departments including planning and fire inspection fees
- In process of implementing a training plan for each employee in finance and customer service departments
- ARPA Policies

## **GOALS**

- Update all policies and procedures related to finance and customer service in the near term for council approval
- Work with various departments to obtain a document management system so all departments can access documents for various town projects



## Planning Department Development Report

### Preliminary Subdivisions

Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	PB Review Date	TC Hearing Date	Approval Date	Note
S-25-04	Village on the Neuse	14075011A, 14001001	HomeVestors - Eric Villeneuve	4/8/2025	5/1/2025	7/15/2025		Approved but waiting on payment of fees
S-25-03	Heritage Townes at Waddell	15005023, 15005022	Shovel Ready Johnston, Inc	3/5/2025	4/3/2025	5/20/2025	5/20/2025	
S-25-02	Powell Tract Subdivision	151080141 / 1510801	Crantock Land	1/7/2025	3/6/2025	5/20/2025	5/20/2025	
S-25-01	Buffalo Ridge	140001021 14057011X /	Smithfield Land Group	1/3/2025	2/6/2025	3/18/2025	3/18/2025	
S-24-08	Local 70 Residential Developer (Skybrook)	14057011Y	Smithfield Growth LLC	11/21/2024	12/5/2024	1/21/2024	2/5/2025	5/20/2025
S-24-07	Buffalo Road (Skybrook) Subdivision	14A033005 14057011Y, 14057011X	Vesta Enterprises, Inc.	11/18/2024	12/5/2024	1/21/2024	2/5/2025	CD submitted 6/3/25
S-24-06	Local 70 (Interim) plat	14057011X	Smithfield Growth LLC	10/4/2024	11/14/2024	12/17/2024	12/17/2024	N/A
S-24-05	Powell Tract Subdivision	15108014 15049017 /	Crantock Land	8/25/2024	10/3/2024	12/3/2024	denied	denied by Council
S-24-03	Wellons Woods	15049010	BRL Engineering	4/8/2024				Withdrawn
S-24-02	Hillcrest-Poplar-Riverdale	15083049B	BRL Engineering	3/7/2024	4/4/2024	4/16/2024	4/16/2024	CDs not approved
S-24-01	Jubilee Creek	167300-68-6746	CMH Homes Inc/McIntyre & Assoc	12/17/2023	3/7/2024	3/19/2024	5/7/2024	11/7/2024

### Final Plats

Case ID	Project Name	Owner/Applicant	Submittal Date	Approval Date	Note
S-22-02	Finley Landing Phase 4	CE Group	5/6/2025		
S-18-02	Kamden Ranch Phase 2B	Laura and Scott Lee	5/6/2025	6/13/2025	
S-22-02	Finley Landing Phase 3	CE Group		1/31/2025	
S-22-02	Finley Landing Phase 2	CE Group		12/19/2024	
S-24-06	Local 70 Interim Plat	Smithfield Growth LLC		12/19/2024	

### Conditional Zonings

Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	PB Review	TC Hearing	Decision	Notes
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CZ-25-03	Mallard Crossing	15K11019D, 15K11019F, 15L11043, 15K11017, 15K11047C, 15K11047F, 15K11047, 15L11042B	Contender	6/6/2025	July 10, 2025	July 15, 2025	Denied
	Buffalo Ridge	140001021		5/3/2024	6/6/2024	6/18/2024	
CZ-24-02	Local 70 PUD	14057011Y, 14505	Smithfield Growth llc	3/11/2024	4/4/2024	5/21/2024	Approved
CZ-24-01	Carmax	15L10061	Centerpoint/CE Group	2/2/2024	3/7/2024	3/19/2024	Approved
<b>Special Use Permits</b>							
<b>Case ID</b>	<b>Project Name</b>	<b>Tax ID</b>	<b>Owner/Applicant</b>	<b>Submittal Date</b>	<b>PB Review</b>	<b>TC Hearing</b>	<b>Decision</b>
SUP-24-05	Stadler Station	15074012E	Brown Investment Proprieties	8/13/2024	10/3/2024	11/19/2024	Approved
SUP-24-04	Heritage Townes at NC210	15079012A	Shovel Ready Johnston, Inc	8/6/2024			Project withdrawn
SUP-24-03	Country Club Townhomes	15J11023	Crantock Land, LLC	8/12/2024	9/5/2024	11/19/2024	
SUP-24-02	Heritage Townes at Waddell	15005023,	Shovel Ready Johnston,	7/5/2024	10/3/2024	12/17/2024	
		15005022	Inc				
SUP-24-01	Hartley Drive Townhomes	15089019A/15K09 010A /15K09010P	Terra Eden	7/1/2024	8/1/2024	8/20/2024	Approved

### Rezoning

<b>Case ID</b>	<b>Project Name</b>	<b>Tax ID</b>	<b>Owner/Applicant</b>	<b>Submittal Date</b>	<b>PB Review</b>	<b>TC Hearing</b>	<b>Decision</b>	<b>Notes</b>
RZ-25-01	B-3/R-20A to LI	17J07032	Clarius	6/4/2025	7/10/2025	7/15/2025		
RZ-24-09		15006015/ 15007014	JCC/New Vision Partners LLC	11/8/2024	11/14/2024	12/17/2024	Approved	
RZ-24-08	606 S 3rd Street	15039027	Syed Rizvi	8/13/2024	9/5/2024	9/17/2024	Denied	
RZ-24-07	Village on the Neuse to R-8	14001001/140750 11A	Village on the Neuse LLC	8/19/2024	10/3/2024		Withdrawn	
RZ-24-06	400 Brightleaf to B-3	15015033/150160 33/15016032	David Dupree	5/24/2024	7/11/2024	8/13/2024	Approved	
RZ-24-05	Watershed Boundary Update		Town Staff	12/22/2023	6/6/2024	6/18/2024	Approved	
RZ-24-04	Heavner Property to R-8	15089019A/15K09 010A /15K09010P	Terra Eden	4/5/2024	5/2/2024	5/21/2024	Approved	
RZ-24-03	1558 W Market St to B-3	15077033B 15L11014A /	Lena Patterson Parks	4/28/2024	5/2/2024	5/21/2024	Approved	
RZ-24-02	Joco Massey Tract to O/I	15L11014E	JOCO	3/20/2024	5/2/2024	5/21/2024	Approved	

RZ-24-01	Swift Creek Property to LI	15J08015b /15J08014C	Tulloss/Grosclose	3/2/2024	4/4/2024	5/7/2024	Approved		
Site Plans									
Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	First Review Complete	2nd Review Complete	3rd Review Complete	Approval Date	Notes
SP-25-05	JNX Public Safety Hangar	15079001	JNX Public Safety Hangar	4/17/2025					
SP-25-04	JNX Taxilane Rehab & Constuct B	15079017D	JNX Airport	5/1/2025				5/20/2025	incomplete submittal-missing fees and stormwater
SP-25-03	Webster Accounting	15044032 15025020/	Adam Webster	3/18/2025	5/1/2025				
SP-25-02	Johnston Hotel	15025021	Noviomagus LLC	3/5/2025	5/12/2025				2nd review incomplete
SP-25-01	West Market Office Bldg	15080053	Lee and Gudgins						Turned over to Bob for Code Enforcement
SP-24-14	Gates Concrete	15079005F	Larry Gates	11/14/2024	12/23/2024				
SP-24-13	JCC Repaving	169308-87-5887 15084003D/	JCC	10/21/2024	12/11/2024	2/24/2025	3/21/2025	3/24/2025	
SP-24-12	Smithfield West	15084003F	Jim Perricone	10/17/2024	11/18/2024	2/10/2025		6/9/2025	
SP-24-11	Smithfield Storage	15077023	Adams and Hodge	10/16/2024	12/9/2024	3/31/2025		4/29/2025	first review completed
SP-24-10	Town Place Suites	15008046T	Bartlett Engineering	6/2/2024	7/30/2024				
SP-24-09	Neuse Charter Elementary	14057005E	Terra Eden	5/21/2024	6/14/2024	7/2/2024		7/2/2024	
SP-24-08	Market Street Plaza	15K10023	Adams and Hodge	5/16/2024	10/9/2024	3/31/2025		6/10/2025	
SP-24-07	JoCo Waste Water Plant Bldg	15o99006	Dellinger Inc	5/13/2024				5/29/2024	
SP-24-06	CarMax	15K10061	CE Group	4/22/2024	5/10/2024			6/21/2024	Email comments
SP-24-05	Equipment Share	15060031	Onyx Creative	4/25/2024	8/15/2024			11/25/2024	Project withdrawn
SP-24-04	Express Oil Change								
SP-24-03	Airport Industrial Park Lot 13	15J08017P	Capital Civil Engineering	2/7/2024	2/22/2024				12/6/2024
SP-24-02	Bulldog Harley-Davison	15074012R	Onsite Civil Group	11/17/2023	2/21/2024	3/19/2024		4/25/2024	



SP-24-01	Lynn's Automotive Repair	15077009	ECLS Global Inc	2/1/2024	2/21/2024	4/2/2024	Project appears to be 5/16/2024 on hold 2/1/2024
SP-23-12	Smithfield Venue	15008045C	Anchor Properties	12/1/2023	1/2/2024	2/1/2024	
Annexations							
Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	Council Hearing	Decision	
ANX-25-02	West Smithfield Elementary	15I09034G	JC Board of Education	2/17/2025	5/6/2025	Approved	
ANX-25-01	Barbour Road	17K09016J	Town of Smithfield	3/2/2025	3/18/2025	Approved	
ANX-24-02	Local 70	14057011Y	Smithfield Growth LLC	11/25/2024	2/5/2025	Approved	
ANX-24-01	SST Properties	15077033C	SST Properties	3/15/2024	5/21/2024	Approved	
Variances							
Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	BOA Review Date	Decision	Notes
BA-25-04	Chicken Salad Chick Sign Variance	15005033	Heather Damon	6/3/2025	6/26/2025		
BA-25-03	Perry Harris South Second Street	15029033	Perry Harris	5/7/2025	6/12/2025	Approved	
BA-25-02	57 Strickland Road ADU size Variance	17J07024E	Marilyn Mozingo	4/1/2025	4/24/2025	Approved	
BA-25-01	Lynda Carroll Pool Variance	15J11023P	michael and Linda Carroll	2/28/2025	3/27/2025	Approved	
BA-24-09	Curated Collections Sign Variance	15L11008T	Carolina Venture Investments, LLC/Curated Collections of NC LLC	12/3/2024	1/30/2025	Approved	
BA-24-08	Johnston Animal Hospital - Sign height variance	15005056	Jodee Langdon	11/21/2024		Withdrawn	
BA-24-07	Equipment Share					Withdrawn	
BA-24-06	Brightleaf Plaza Signs-setback variance	15005041	Jim Perricone	8/2/2024	8/29/2024	approved	
BA-24-05	Reginald Barnes - street frontage variance	15063037	Reginald Barnes	7/24/2024	8/29/2024	approved	
BA-24-04	Market Street Plaza - 8' Streetyard Variance	15K10023	Adams and Hodge Engineering, PC	7/10/2024	8/29/2024	Approved	
BA-24-03	Holly's Open Air Market - 35' front setback variance	15041023	Professional Permits	1/18/2024	4/25/2024	Approved	Incomplete
BA-24-02	Packing Plan Road						
BA-24-01	937 N Brightleaf- 8' side yard variance	15007001	Comfort Shield HVAC of NC	2/14/2024	3/28/2024	Approved	
UDO Text Amendments							

<b>Case ID</b>	<b>Project Name</b>	<b>Applicant</b>	<b>Submittal Date</b>	<b>PB Review Date</b>	<b>TC Hearing</b>	<b>Decision</b>	<b>Notes</b>
ZA-25-01	B-3 height from 40'-50'	Brown Property	6/3/2025	7/10/2025	7/15/2025		
ZA-24-04	Tattoo Establishments	Staff	10/18/2024	2/5/2025			on hold PB reviewed
ZA-24-03	Misc. MF Amendments	Staff	10/7/2024	11/14/2024-1/2/25	1/21/2025		on hold
ZA-24-02	MF in B-3	Staff	7/1/2024	8/1/2024	8/13/2024	Approved	
ZA-24-01	Driveways	Staff	5/2/2024	6/6/2024	6/18/2024	Approved	
ZA-23-06	Articles 2, 10, Append A	Staff	4/26/2023	5/4/2023	11/12/2024	Approved	
ZA-23-09	Watershed Boundary Update	Staff	12/20/2023	12/7/2023	1/4/2024	Approved	

Town of Smithfield Development Tracking Report													
Map Location (TAG)	Development Name in ETJ	Development Name in Town of Smithfield	Lots/Units Built (Final Platted)	Single or 2-Family Lots Approved (in town)	Single or 2-Family Lots Approved (ETJ)	Townhouse Lots Approved (in town)	Townhouse Lots Approved (ETJ)	Multi-Family Units Approved (in Town)	Multi-Family Units Approved (ETJ)	Total Town Lots/Units Approved	Total ETJ Lots/Units Approved	Projected Town Residents ( # Unitsx 2.5)	Est. Construction Begin Year
15078012, 15077035C, 15077035H, 15078014, 15078012B		Floyds Landing	156.00	108		361				469		1173	2023
15028080, 15028057, 15028056, 15028058, 15028059A, 15028058B		Spring Branch Commons Ph 1	10	10						10		25	2022
15077008		Marr Woods	141	49		94				143		358	2023
15094001		Whitley Townes		0		88				88		170	2023
15L11008		Britt Street Triplexes	6	0		6				6		15	2022
15028056, 15028057, 15028058, 15028059A, and 15028058B		Spring Branch Commons Phase 2		6						6		15	2022
15077009		Harvest Run (Youngblood Property)		96		89				185		413	2024
15J11008M	Twin Oaks Subdivision, Section III, Phase VI				20					0	20		2024
15036011B		Elk Creek Phase 1 and Phase 2	93	93						93		233	2022
15038020	Kamdon Ranch		53		110					0	110		2020
14075013		East River	293	162		131				293		733	2019
15033049E		Franklin Townhomes	134			134				134		335	2022
15K11019D, 15K11019F, 15L11043, 15K11017, 15K11047C, 15K11047F, 15K11047, 15L11042B		Woodleaf		260		691		564		1515		3788	
14A03005		Buffalo Road Subdivision		175						175		438	2026
140001021		Buffalo Ridge Subdivision		210						210		525	2026
14057011X, 14057011Y and 14057011Z		Local 70		209		94		324		627		1668	2025
168408-48-0447		Hillcrest/Poplar/Rivertale		10						10		25	2025
167300-88-8881	Jubilee Creek		7		7					0	7	0	2024
15005023, 15005022A		Heritage Townes at Wadswell				17				0		0	
15K09010A/15K09010P/15089019A		Hamley Drive Townhomes				97				0		0	
14001001 and 14075011A		Village on the Neuse		117						117		293	
15023055/15028054		Massey Street Subdivision	3	3						3		8	
		Stadler Station				168				168		420	
15078012A	Powell Tract			20						20		50	

Total	896	1528	137	1648	114	1056	0	4212	130	10530
Percent SF vs MF Total (in-town)		38%			64%					



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

### Permit Summary Report for May 2025

Permit Type	# Issued	Permit Fees
Site Plans	3	\$1,500.00
Building	2	\$200.00
Land Use	17	\$1,650.00
Sign	8	\$400.00
Single Family & Two-Family Zoning	23	\$575.00
<b>Report Period Total:</b>	<b>53</b>	<b>\$4,325.00</b>
<b>Fiscal YTD Total:</b>	<b>313</b>	<b>\$18,750.00</b>

### Individual Permit Breakdown for April 17<sup>th</sup> – May 23<sup>rd</sup> 2025

Permit Type	Sub Type	Permit#	Address	Issue Date	Permit Fee
Site Plan	Major Site Plan	SP25-000011	1343 West Market Street	5/1/2025	0
Site Plan	Major Site Plan	SP25-000012	1343 West Market Street	5/7/2025	1400
Site Plan	Minor Site Plan	SP25-000013	3149 Swift Creek Road	5/15/2025	100
<b>Site Plan Total</b>				<b>3</b>	<b>1500</b>
Zoning	Building	Z25-000198	826 Olive Branch Drive	5/22/2025	100
Zoning	Building	Z25-000203	842 Olive Branch Drive	5/23/2025	100
<b>Zoning Total</b>	<b>Building Total</b>			<b>2</b>	<b>200</b>
Zoning	Land Use	Z25-000156	207 North Third Street	4/22/2025	100
Zoning	Land Use	Z25-000162	300 South Third Street Suite B & C	4/29/2025	100
Zoning	Land Use	Z25-000163	1025 Outlet Center Drive	4/29/2025	100

Zoning	Land Use	Z25-000164	447 Venture Drive Suite F	4/30/2025	100
Zoning	Land Use	Z25-000165	909 M. Durwood Stephenson Parkway	4/30/2025	100
Zoning	Land Use	Z25-000169	1327 North Brightleaf Boulevard	5/1/2025	100
Zoning	Land Use	Z25-000170	909 M. Durwood Stephenson Parkway	5/5/2025	100
Zoning	Land Use	Z25-000171	12-A Noble Street	5/6/2025	100
Zoning	Land Use	Z25-000196		5/20/2025	50
Zoning	Land Use	Z25-000197	603 South Brightleaf Boulevard	5/21/2025	100
Zoning	Land Use	Z25-000199	1543 West Market Street	5/22/2025	100
Zoning	Land Use	Z25-000173	105 South Third Street	5/6/2025	100
Zoning	Land Use	Z25-000174	9 Noble Street	5/6/2025	100
Zoning	Land Use	Z25-000188	259 Venture Drive Unit D	5/8/2025	100
Zoning	Land Use	Z25-000190	1025 Outlet Center Drive Suite 905	5/12/2025	100
Zoning	Land Use	Z25-000167	100 Smithfield Crossing Drive	4/30/2025	100
Zoning	Land Use	Z25-000192	36 East Edgerton Street Unit C	5/13/2025	100
<b>Zoning Total</b>	<b>Land Use Total</b>			<b>17</b>	<b>1,650.00</b>
Zoning	Sign	Z25-000154	937 North Brightleaf Boulevard Suite A	4/21/2025	50
Zoning	Sign	Z25-000155	937 North Brightleaf Boulevard	4/21/2025	50
Zoning	Sign	Z25-000191	105 South Third Street	5/13/2025	50
Zoning	Sign	Z25-000189	1327 North Brightleaf Boulevard	5/12/2025	50
Zoning	Sign	Z25-000200	1543 West Market Street	5/22/2025	50
Zoning	Sign	Z25-000201	2777 NC-210 Highway	5/22/2025	50
Zoning	Sign	Z25-000202	12-A Noble Street	5/22/2025	50

Zoning	Sign	Z25-000195	924 North Brightleaf Boulevard	5/19/2025	50
<b>Zoning Total</b>	<b>Sign Total</b>			<b>8</b>	<b>400</b>
Zoning	Single Family & Two Family Zoning	Z25-000166	447 Cloverdale Drive	4/30/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000157	214 North Finley Landing Parkway	4/25/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000158	220 North Finley Landing Parkway	4/25/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000159	217 North Finley Landing Parkway	4/25/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000160	211 North Finley Landing Parkway	4/25/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000161	205 North Finley Landing Parkway	4/25/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000168	206 West Stevens Street	5/1/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000172	117 Heritage Drive	5/6/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000176	256 Lily Patch Lane	5/7/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000177	252 Lily Patch Lane	5/7/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000178	248 Lily Patch Lane	5/7/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000179	244 Lily Patch Lane	5/7/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000180	240 Lily Patch Lane	5/7/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000181	236 Lily Patch Lane	5/7/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000182	221 Lily Patch Lane	5/7/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000183	217 Lily Patch Lane	5/7/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000184	213 Lily Patch Lane	5/7/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000185	209 Lily Patch Lane	5/7/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000186	205 Lily Patch Lane	5/7/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000187	201 Lily Patch Lane	5/7/2025	25



Zoning	Single Family & Two Family Zoning	Z25-000193	3294 US 70 Business East Highway	5/15/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000194	150 Hill Road	5/16/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000175	826 South Second Street	5/6/2025	25
<b>Zoning Total</b>	<b>Single Family &amp; Two Family Zoning Total</b>			<b>23</b>	<b>575</b>
<b>Zoning Total</b>				<b>50</b>	<b>2,625.00</b>
<b>All Permits Total</b>				<b>53</b>	<b>4,325.00</b>



## SMITHFIELD POLICE DEPARTMENT

110 S. Fifth Street • Smithfield, NC 27577

Phone: (919) 934-2121 • Fax: (919) 934-0223

### MONTHLY STATISTICS

*MONTH ENDING May 31, 2025*

	MONTHLY TOTAL	YEAR TO DATE TOTAL
CALLS FOR SERVICE	1910	8796
INCIDENT REPORTS TAKEN	176	693
BURGLARY	7	26
CASES CLOSED	147	506
ACCIDENT REPORTS	113	458
ARREST REPORTS TAKEN	97	426
DRUGS	25	94
DWI	3	34
CITATIONS ISSUED	273	1186
PARKING/PAID	53/7	193/39
SPEEDING	7	87
NOL/DWLR	113	408
FICT/CNCL/REV REG CARD/TAG	53	243

*Smithfield, North Carolina • The Heart of Johnston County Since 1777*

## REPORTED UCR OFFENSES FOR THE MONTH OF MAY 2025

PART I CRIMES	May 2024	May 2025	+/-	Percent Changed	Year-To-Date 2024	Year-To-Date 2025	+/-	Percent Changed
MURDER	0	0	0	N.C.	1	1	0	0%
RAPE	0	0	0	N.C.	1	1	0	0%
ROBBERY	1	1	0	0%	3	1	-2	-67%
Commercial	1	0	-1	-100%	1	0	-1	-100%
Individual	0	1	1	N.C.	2	1	-1	-50%
ASSAULT	7	3	-4	-57%	23	16	-7	-30%
* VIOLENT *	8	4	-4	-50%	28	19	-9	-32%
BURGLARY	11	7	-4	-36%	21	26	5	24%
Residential	6	5	-1	-17%	14	14	0	0%
Non-Resident.	5	2	-3	-60%	7	12	5	71%
LARCENY	27	49	22	81%	116	186	70	60%
AUTO THEFT	2	4	2	100%	10	8	-2	-20%
ARSON	1	0	-1	-100%	1	0	-1	-100%
* PROPERTY *	41	60	19	46%	148	220	72	49%
PART I TOTAL:	49	64	15	31%	176	239	63	36%
PART II CRIMES								
Drug	18	35	17	94%	101	120	19	19%
Assault Simple	7	15	8	114%	41	62	21	51%
Forgery/Counterfeit	1	1	0	0%	5	9	4	80%
Fraud	15	8	-7	-47%	28	39	11	39%
Embezzlement	0	0	0	N.C.	3	6	3	100%
Stolen Property	0	2	2	N.C.	4	8	4	100%
Vandalism	13	6	-7	-54%	29	24	-5	-17%
Weapons	1	3	2	200%	4	9	5	125%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	1	1	0	0%	2	1	-1	-50%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	2	1	100%	1	5	4	400%
D. W. I.	7	3	-4	-57%	27	34	7	26%
Liquor Law Violation	0	0	0	N.C.	3	1	-2	-67%
Disorderly Conduct	0	3	3	N.C.	1	5	4	400%
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	17	41	24	141%	103	144	41	40%
PART II TOTAL:	81	120	39	48%	352	467	115	33%
GRAND TOTAL:	130	184	54	42%	528	706	178	34%

N.C. = Not Calculable



**Town of Smithfield**  
**Fire Department**  
**May 2025**

**I. Statistical Section**

	May	YTD
Confirmed Structure Fires	7	32
EMS Responses	153	887
Misc./Other Calls	28	156
Mutual Aid Calls	7	49
<b>TOTAL EMERGENCY RESPONSES</b>	<b>247</b>	<b>1,348</b>

	May	YTD
Fire Inspections	71	364
Public Fire Education Programs	2	7
# Of Children Educated	150	223
# Of Adults Educated	40	67
Plans Review Construction/Renovation Projects	28	129
Fire Department Permits reviewed / Issued	29	188
Business Preplans	0	4
<b>Fire Related Injuries &amp; Deaths</b>	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	0	0

**II. Major Revenues**

	May	YTD
Inspections/Permits	\$750.00	\$4,031.50
Fire Recovery USA	\$1,433.60	\$5,115.90

**III. Personnel Update:**

Continuous Part-time positions available, 15 p/t positions currently filled including the p/t fire inspector.

**IV. Narrative of monthly departmental activities:**

- Squad was in-service 4 of 22 days
- Training Hours for the month = 428 hours
- Total Training Hours = 2,557.5 hours
- Website Updating (Continuing)

- Follow-ups and Re-inspections.
- Budget Process Continues.
- Professional Development – Career Ladder.
- Knox Box for Apparatus set up
- Hotel Inspections
- Preparation for Smoke Alarm Canvas
- Coors Supply Hazardous Materials/Tier II Assessment

## **V. Upcoming Plans**

- Budget Process continues.
- Continue Professional Development.
- Pre-Incident Survey Implementation/Training
- Smoke Alarm Canvas—OSFM Grant for Smoke Alarms Received
- Apparatus Knox Box Installs
- Fire Inspector Con-Ed
- Fire Sprinkler Repair Assessment at 711 Rose Street Warehouse
- Amazon Soundproofing Project (CO-Renovation/Installation Inspection)
- Independence Day Celebration Fireworks site Preparation meeting.



# Reporting

05/01/2025 - 05/31/2025

Last Month

- Work Orders 16
- Purchase Orders
- Reporting
- Requests 1
- Assets
- Messages
- Categories
- Parts Inventory
- Library
- Meters
- Automations
- Locations
- Teams / Users
- Vendors

Work Orders

Asset Health

Reporting Details

Recent Activity

Export Data

Custom Dashboards

Assigned To

Due Date

Location

Priority

+ Add Filter

## Work Orders

Created vs. Completed



174

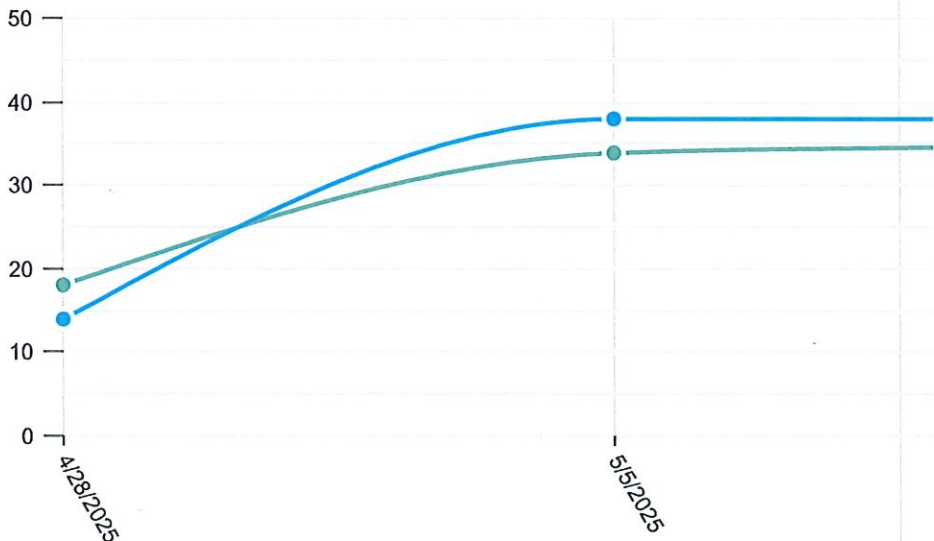
Created

173

Completed

99.4%

Percent Completed



Work Orders by Type



Preventive

Reactive

Other

%  
Total  
Preventive  
Ratio

130

Support

Lawrence Davis  
Settings



**Town of Smithfield**  
**Public Works Appearance Division**  
**Cemetery, Landscapes, and Grounds Maintenance**  
**Buildings, Facilities, and Sign Division**  
**Monthly Report**  
**May 31, 2025**



**I. Statistical Section**

- 4 Burials
- 2 Works Orders – Buildings & Facilities Division
- 41 Work Orders – Grounds Division
- 1 Work Orders – Sign Division

**II. Major Revenues**

Sunset Cemetery Lot Sales:	\$1,000.00
Riverside Ext Cemetery Lot Sales:	\$5,000.00
Grave Opening Fees:	\$3,100.00
Total Revenue:	\$9,100.00

**III. Major Expenses for the Month:**

The Appearance Division paid Starling and Hines \$24,600.00 for air conditioning unit for Town Hall Council Chambers

**IV. Personnel Update:**

7 Pt. workers hired for the month to work till the end of August.

**V. Narrative of monthly departmental activities:**

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Appearance Division safety meeting was on "Anti-Harassment" with Jaime Pearce with Wellness Works.

**Town of Smithfield  
Public Works Department  
May 31, 2025**



174 Total Work Orders completed by the Public Works Department

4 Burials, at \$775.00 each = \$3,100.00

0 Cremation Burial, \$475.00 each = \$0

\$1,000 Sunset Cemetery Lot Sales

\$5,000 Riverside Extension Cemetery Lot Sales

518.99 tons of household waste collected

124. tons of yard waste collected

4.32 tons of recycling collected

0 gallons of used motor oil were recycled

0 scrap tires were recycled

## Smithfield Appearance Commission

### Agenda

Tuesday, May 20, 2025

5:00 PM

Opening

Call to Order

Business:

Approval of Meeting Minutes

Financial Report

Agenda Items

Updates

- Donate-a-Tree info
- Bridge mural
- Project proposals

Action Items

- Planters
- Donate-a-Tree
- Project/budget proposal

Closing

Adjourn

- Project ideas:
  - Adding benches to greenway
  - Burlington Park
  - Purchasing more trash cans for Parks and Rec

**Town of Smithfield  
Public Works Fleet Maintenance Division  
Monthly Report  
May 31, 2025**



**I. Statistical Section**

3 Preventive Maintenances

0 North Carolina Inspections

22 Work Orders

**II. Major Revenues**

None for the month

**III. Major Expenses for the Month:**

None for the month

**IV. Personnel Update:**

No one was hired for the month of May.

**V. Narrative of monthly departmental activities:**

The shop employee performed preventive maintenances on all Town owned vehicles. The Public Works Department safety meeting was on "Anti-Harassment" with Jaime Pearce with Wellness Works



# Reporting

05/01/2025 - 05/31/2025

Last Month

Export

Work Orders Asset Health Reporting Details Recent Activity Export Data

Work Orders 14

Purchase Orders

Reporting

Requests

Assets

Messages

Categories

Parts Inventory

Library

Meters

Automations

Locations

Teams / Users

Support

Lawrence Davis  
Settings

Custom Dashboards

Andrew Strickland

Due Date

Location

Priority

+ Add Filter

Reset Filters

Save Filters

## Work Orders

Created vs. Completed

22

Created

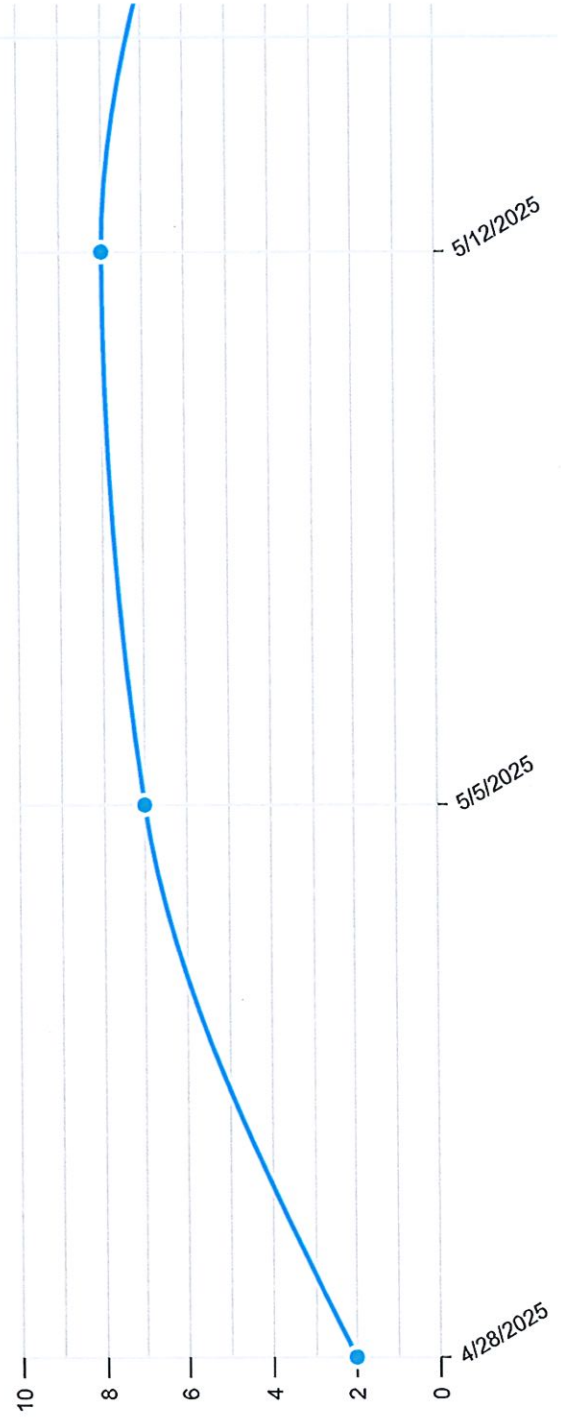
22

Completed

+ Add to Dashboard

100.0%

Percent Completed







# Work Orders List for 05/01/2024 - 05/31/2024

WORK ORDER INFO		LOCATION & ASSET	DUE & STATUS		TIME & COST		PROCEDURE ANSWERS
ID: #3057 311 Hydraulic lines and repairs Type: Reactive <div>Fleet Division</div> Andrew Strickland		Drainage Division Truck #311 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 05/01/2024	Total Time Costs Total Time	\$89.32 4h 0m 0s	\$89.32	
ID: #3059 309 new front tires Type: Reactive <div>Fleet Division</div> Andrew Strickland		Drainage Division Truck 309 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 05/01/2024	Total Time Costs Total Time	\$33.50 1h 30m 0s	\$33.50	
ID: #3060 Oil change truck 15808 Type: Reactive <div>Fleet Division</div> Andrew Strickland		Drainage Division Truck# 15808 Parent: Public Utilities (Electric Department)	✓ Done Completed by Andrew Strickland on 05/01/2024	Total Time Costs Total Time	\$22.33 1h 0m 0s	\$22.33	
ID: #3058 602 truck bar Type: Reactive <div>Fleet Division</div> Andrew Strickland		Appearance Division Shop Truck Parent: Garage	✓ Done Completed by Andrew Strickland on 05/01/2024	Total Time Costs Total Time	\$22.33 1h 0m 0s	\$22.33	
ID: #3071		Drainage Division	✓ Done	Total Time Costs		\$44.66	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Removed broken bolt and fix fan 309 Type: Reactive Sanitation Division	Truck 309 Parent: Sanitation Division	Completed by Andrew Strickland on 05/03/2024	Total Time 2h 0m 0s Total Costs \$44.66	
Andrew Strickland				
ID: #3072 Replaced brake chamber and quick release valve 305. Type: Reactive Sanitation Division	Drainage Division Truck #305 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 05/03/2024	Total Time Costs 4h 0m 0s Total Costs \$89.32	
Andrew Strickland				
ID: #3073 Replaced Hydraulic Cylinders on 304 Type: Reactive Sanitation Division	Drainage Division Truck #304 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 05/03/2024	Total Time Costs 4h 0m 0s Total Costs \$89.32	
Andrew Strickland				
ID: #3074 Replaced 2 Hydraulic lines 319 Type: Reactive Sanitation Division	Drainage Division Truck #319 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 05/03/2024	Total Time Costs 2h 0m 0s Total Costs \$44.66	
Andrew Strickland				
ID: #3075 Replaced line 321 Type: Reactive Sanitation Division	Public Works Facility Truck 321 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 05/03/2024	Total Time Costs 1h 0m 0s Total Costs \$22.33	



Andrew Strickland

ID: #3076  
Combo plug LRO tire  
321

Type: Reactive

Sanitation  
Division

Andrew Strickland

Public Works Facility  
Truck 321  
Parent: Sanitation  
Division

✓ Done  
Completed by Andrew  
Strickland on 05/03/2024

Total Time Costs  
Total Time  
1h 0m 0s  
\$22.33  
\$22.33

ID: #3077  
Service oil Change 818  
Type: Reactive

Utilities

Andrew Strickland

Drainage Division  
818  
Parent: Public  
Utilities (Water  
and Sewer)

✓ Done  
Completed by Andrew  
Strickland on 05/03/2024

Total Time Costs  
Total Time  
1h 0m 0s  
\$22.33  
\$22.33

ID: #3078  
Service oil Change 819  
Type: Reactive

Utilities

Andrew Strickland

Drainage Division  
Truck# 819  
Parent: Public  
Utilities  
(Electric  
Department)

✓ Done  
Completed by Andrew  
Strickland on 05/03/2024

Total Time Costs  
Total Time  
1h 0m 0s  
\$22.33  
\$22.33

ID: #3079  
Change battery 801  
Type: Reactive

Utilities

Andrew Strickland

Drainage Division  
Truck# 801  
Parent: Public  
Utilities  
(Electric  
Department)

✓ Done  
Completed by Andrew  
Strickland on 05/03/2024

Total Time Costs  
Total Time  
30m 0s  
\$11.17  
\$11.17

ID: #3080  
Perform DPF  
regeneration 310  
Type: Reactive

Sanitation  
Division

Andrew Strickland

Drainage Division  
Truck #310  
Parent: Sanitation  
Division

✓ Done  
Completed by Andrew  
Strickland on 05/03/2024

Total Time Costs  
Total Time  
2h 0m 0s  
\$44.66  
\$44.66

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #3099 401 shift broken Type: Reactive Fleet Division	Drainage Division Truck 401/ snow plow Parent: Drainage Division	✓ Done Completed by Andrew Strickland on 05/07/2024	Total Time Costs Total Time 2h 30m 0s Total Costs \$55.83	
Andrew Strickland				
ID: #3215 705 shocks and battery Type: Reactive Fleet Division	Drainage Division Truck# 705 Parent: Public Utilities (Water and Sewer)	✓ Done Completed by Andrew Strickland on 05/29/2024	Total Time Costs Total Time 2h 30m 0s Total Costs \$55.83	
Andrew Strickland				
ID: #3221 R&R sweeper Hydraulic pump and camera Type: Reactive Sanitation Division	Drainage Division Truck 307 Parent: Storm Water Division	✓ Done Completed by Andrew Strickland on 05/30/2024	Total Time Costs Total Time 16h 0m 0s Total Costs \$357.28	
Andrew Strickland				
ID: #3220 Replaced headlight bulb 304 Type: Reactive Sanitation Division	Drainage Division Truck #304 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 05/30/2024	Total Time Costs Total Time 1h 0m 0s Total Costs \$22.33	
Andrew Strickland				
ID: #3223 Repair multiple items 305 Type: Reactive	Drainage Division Truck #305 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 05/30/2024	Total Time Costs Total Time 80h 0m 0s Total Costs \$1,786.40	

Sanitation  
Division

Andrew Strickland

ID: #3224

Replaced Hydraulic  
line 305

Type: Reactive

Sanitation  
Division

Andrew Strickland

Drainage Division

Parent:  
Truck #305 Sanitation  
Division

✓ Done

Completed by Andrew  
Strickland on 05/30/2024

Total Time Costs

Total Time

2h 0m 0s

\$44.66

Total Costs

\$44.66

ID: #3226

Multiple repairs 311

Type: Reactive

Sanitation  
Division

Andrew Strickland

Drainage Division

Parent:  
Truck #311 Sanitation  
Division

✓ Done

Completed by Andrew  
Strickland on 05/30/2024

Total Time Costs

Total Time

40h 0m 0s

\$893.20

Total Costs

\$893.20

Signed off by

Date

**Town of Smithfield**  
**Public Works Drainage/Street Division**  
**Monthly Report**  
**May 31, 2025**



**I. Statistical Section**

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 0 Work Orders – 0 Tons of Asphalt was placed in 0 utility cuts, 0 gator areas and 0 overlay.
- c. 0 Work Orders - 0 Linear Feet Drainage Pipe installed.
- d. 3 Work Orders - 750 Linear Feet of ditches were cleaned
- e. 12 Work Orders – 625 lbs. of Cold Patch was used for 12 Potholes.

**II. Major Revenues**

None hired for the month.

**III. Major Expenses for the Month:**

Powell Bill paid \$1,262.52 to Blacks Tire for 4 Goodyear tires. paid \$1,610.30 to Department of Public safety /Correctional Enterprise for stop signs and 25 MPH signs, street blades and 8 U-bolts posters and hardware. paid \$848.70 to Department of Public safety /Correctional Enterprise for stop sign and lowercase letter n,i,s and uppercase letters C,E,S. Powell Bill paid Core & Main \$2,312.00 for perma pacth for potholes.

**IV. Personnel Update:**

No one hired for the month of May.

**V. Narrative of monthly departmental activities:**

The Public Works Department safety meeting on. "Anti-Harassment" with Jaime Pearce with Wellness Works.





# Reporting

05/01/2025 - 05/31/2025

Last Month

Export

Work Orders Asset Health Reporting Details Recent Activity Export Data

Work Orders 16

Purchase Orders

Reporting

Requests 1

Assets

Messages

Categories

Parts Inventory

Library

Meters

Automations

Locations

Teams / Users

Support

Lawrence Davis  
Settings

Custom Dashboards

J.B. Young

Due Date

Location

Priority

Add Filter

Reset Filters

Save Filters

N

## Work Orders

Created vs. Completed

48

Created

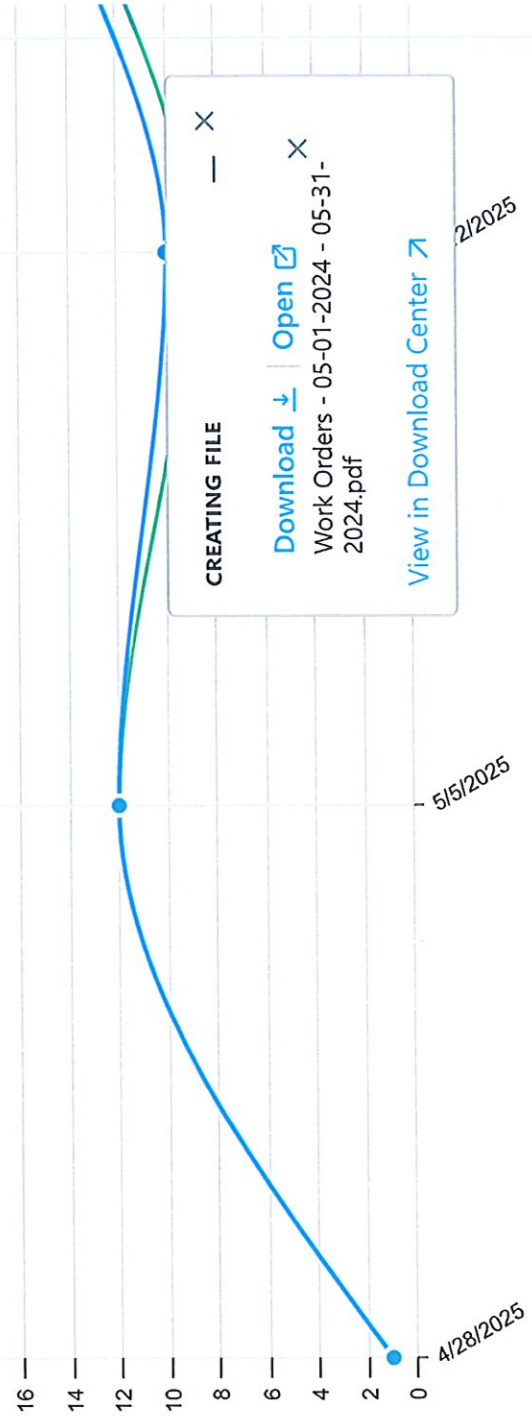
46

Completed

Add to Dashboard

95.8%

Percent Completed





# Work Orders List for 05/01/2025 - 05/31/2025

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #5209 <b>Cut ditches</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/01/2025	Total Time Costs Total Time 2h 15m 0s <b>Total Costs \$33.75</b>	
ID: #5224 <b>Bush blocking view of stopsign</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/05/2025	Total Time Costs Total Time 16m 3s <b>Total Costs \$4.01</b>	
ID: #5225 <b>Blind corner</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/05/2025	Total Time Costs Total Time 1h 10m 12s <b>Total Costs \$17.55</b>	
ID: #5230 <b>Paint curb</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/06/2025	Total Time Costs Total Time 3h 5m 35s <b>Total Costs \$46.40</b>	
ID: #5233 <b>Blind corner</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/06/2025	Total Time Costs Total Time 1h 12m 0s <b>Total Costs \$18.00</b>	

J.B. Young

ID: #5241

Paint curb

Type: Reactive

[Signage](#)

J.B. Young

✓ Done

Completed by J.B. Young on 05/07/2025

Total Time Costs

Total Time

2h 10m 0s

Total Costs

\$32.50

ID: #5242

Pothole

Type: Reactive

[Signage](#)

J.B. Young

✓ Done

Completed by J.B. Young on 05/07/2025

Total Time Costs

Total Time

6m 3s

Total Costs

\$1.51

ID: #5247

Cut overgrown ditch

Type: Reactive

[Signage](#)

J.B. Young

✓ Done

Completed by J.B. Young on 05/07/2025

Total Time Costs

Total Time

1h 17m 0s

Total Costs

\$19.25

ID: #5248

Pothole

Type: Reactive

[Signage](#)

J.B. Young

✓ Done

Completed by J.B. Young on 05/08/2025

Total Time Costs

Total Time

8m 4s

Total Costs

\$2.02

ID: #5249

Potholes

Type: Reactive

[Signage](#)

J.B. Young

✓ Done

Completed by J.B. Young on 05/08/2025

Total Time Costs

Total Time

22m 10s

Total Costs

\$5.54

ID: #5250

Pothole

Type: Reactive

✓ Done

Completed by J.B. Young on 05/08/2025

Total Time Costs

Total Time

9m 3s

Total Costs

\$2.26



WORK ORDER INFO		LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS						
<div>Signage</div>	J.B. Young	ID: #5253	Cut right away	Type: Reactive	<div>Signage</div>	J.B. Young	✓ Done	Completed by J.B. Young on 05/08/2025	Total Time Costs Total Time 1h 35m 0s	Total Costs \$23.75	Total Costs \$2.26
<div>Medium</div>	Drainage Potholes and street repairs	J.B. Young	ID: #5252	403 Hancock Street	Type: Reactive	Drainage Division Street Division	05/08/2025	✓ Done	Completed by J.B. Young on 05/09/2025	Total Time Costs Total Time 20m 0s	Total Costs \$5.00
<div>Signage</div>	J.B. Young	ID: #5266	Tree blocking view of stopsign	Type: Reactive	<div>Signage</div>	J.B. Young	✓ Done	Completed by J.B. Young on 05/13/2025	Total Time Costs Total Time 45m 6s	Total Costs \$11.28	Total Costs \$11.28
<div>Signage</div>	J.B. Young	ID: #5267	Street blades & Stopsign faded	Type: Reactive	<div>Signage</div>	J.B. Young	✓ Done	Completed by J.B. Young on 05/13/2025	Total Time Costs Total Time 2h 7m 36s	Total Costs \$31.90	Total Costs \$31.90
<div>Signage</div>	J.B. Young	ID: #5277			<div>Signage</div>	J.B. Young	✓ Done		Total Time Costs	Total Costs \$5.04	

WORK ORDER INFO		LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
Potholes	Type: Reactive		Completed by J.B. Young on 05/14/2025	Total Time	20m 10s	
	<a href="#">Signage</a>			Total Costs	\$5.04	
J.B. Young						
ID: #5278			✓ Done	Total Time Costs	\$2.09	
Potholes			Completed by J.B. Young on 05/14/2025	Total Time	8m 22s	
Type: Reactive				Total Costs	\$2.09	
<a href="#">Signage</a>						
J.B. Young						
ID: #5285			✓ Done	Total Time Costs	\$18.25	
Cut ditches			Completed by J.B. Young on 05/15/2025	Total Time	1h 13m 0s	
Type: Reactive				Total Costs	\$18.25	
<a href="#">Signage</a>						
J.B. Young						
ID: #5286			✓ Done	Total Time Costs	\$33.75	
Blind corner			Completed by J.B. Young on 05/15/2025	Total Time	2h 15m 0s	
Type: Reactive				Total Costs	\$33.75	
<a href="#">Signage</a>						
J.B. Young						
ID: #5291			✓ Done	Total Time Costs	\$2.84	
Faded 25mph sign			Completed by J.B. Young on 05/16/2025	Total Time	11m 22s	
Type: Reactive				Total Costs	\$2.84	
<a href="#">Signage</a>						
J.B. Young						

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #5293 <b>Faded stopsign</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/16/2025	Total Time Costs Total Time 22m 30s <b>Total Costs \$5.63</b>	
ID: #5296 <b>Sink hole beside catch basin</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/16/2025	Total Time Costs Total Time 51m 9s <b>Total Costs \$12.79</b>	
ID: #5297 <b>Limbs blocking view of stopsign</b> Type: Reactive 47 <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/19/2025	Total Time Costs Total Time 30m 53s <b>Total Costs \$7.72</b>	
ID: #5301 <b>Limbs blocking view of stopsign</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/19/2025	Total Time Costs Total Time 27m 6s <b>Total Costs \$6.78</b>	
ID: #5307 <b>Graffiti on stopsign</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/19/2025	Total Time Costs Total Time 33m 22s <b>Total Costs \$8.34</b>	
ID: #5308 <b>Blind corner</b>		✓ Done		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Type: Reactive <a href="#">Signage</a> J.B. Young		Completed by J.B. Young on 05/19/2025		
ID: #5309 Stopsign torn down Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/19/2025	Total Time Costs Total Time \$8.18 32m 43s Total Costs \$8.18	
ID: #5310 Faded stopsign Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/20/2025	Total Time Costs Total Time \$5.36 21m 26s Total Costs \$5.36	
→ ID: #5311 Graffiti on well Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/20/2025	Total Time Costs Total Time \$20.82 1h 23m 16s Total Costs \$20.82	
ID: #5312 Pothole Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/20/2025	Total Time Costs Total Time \$2.73 10m 55s Total Costs \$2.73	
ID: #5313 Limbs blocking view of 25mph sign Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/20/2025	Total Time Costs Total Time \$2.18 8m 44s Total Costs \$2.18	

ID: #5314

Pothole

Type: Reactive

Signage

J.B. Young

✓ Done

Completed by J.B. Young on 05/20/2025

Total Time Costs

Total Time

\$1.97

7m 53s

Total Costs

\$1.97

ID: #5318

Get American flags ready for memorial day

Type: Reactive

Signage

J.B. Young

✓ Done

Completed by J.B. Young on 05/21/2025

Total Time Costs

Total Time

\$25.79

1h 43m 10s

Total Costs

\$25.79

ID: #5320

Faded stopsign & street blades

Type: Reactive

Signage

J.B. Young

✓ Done

Completed by J.B. Young on 05/21/2025

Total Time Costs

Total Time

\$27.77

1h 51m 4s

Total Costs

\$27.77

ID: #5331

Cut right away

Type: Reactive

Signage

J.B. Young

✓ Done

Completed by J.B. Young on 05/22/2025

Total Time Costs

Total Time

\$18.75

1h 15m 0s

Total Costs

\$18.75

ID: #5332

Cut right away

Type: Reactive

Signage

J.B. Young

✓ Done

Completed by J.B. Young on 05/22/2025

Total Time Costs

Total Time

\$32.50

2h 10m 0s

Total Costs

\$32.50

ID: #5335

Graffiti on stopsign

✓ Done

Total Time Costs

\$4.11



WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Type: Reactive <a href="#">Signage</a> J.B. Young		Completed by J.B. Young on 05/23/2025	Total Time 16m 26s  Total Costs \$4.11	
ID: #5341 25mph sign torn down Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/27/2025	Total Time Costs Total Time 30m 23s  Total Costs \$7.60	
ID: #5342 Pothole Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/27/2025	Total Time Costs Total Time 8m 45s  Total Costs \$2.19	
ID: #5343 Pothole Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/27/2025	Total Time Costs Total Time 9m 56s  Total Costs \$2.48	
ID: #5344 Pothole Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/27/2025	Total Time Costs Total Time 7m 10s  Total Costs \$1.79	
ID: #5346 Faded street blades Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/28/2025	Total Time Costs Total Time 1h 23m 48s  Total Costs \$20.95	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #5350 <b>Pothole</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/28/2025	Total Time Costs Total Time <b>Total Costs</b>	\$7.29 29m 9s <b>\$7.29</b>
ID: #5351 <b>Low hanging limbs in street</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/28/2025	Total Time Costs Total Time <b>Total Costs</b>	\$8.60 34m 23s <b>\$8.60</b>
ID: #5365 <b>Cut right away</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/29/2025	Total Time Costs Total Time <b>Total Costs</b>	\$17.50 1h 10m 0s <b>\$17.50</b>
ID: #5377 <b>Cut right away</b> Type: Reactive <a href="#">Signage</a> J.B. Young		✓ Done Completed by J.B. Young on 05/30/2025	Total Time Costs Total Time <b>Total Costs</b>	\$64.25 4h 17m 0s <b>\$64.25</b>
ID: #5338 <b>Faded 25mph sign</b> Type: Reactive <a href="#">Signage</a> J.B. Young		🔄 In Progress	Total Time Costs Total Time <b>Total Costs</b>	\$2.53 10m 7s <b>\$2.53</b>
ID: #5289 <b>Corner of Vermont &amp; Sanders St.</b>	Drainage Division Drainage Division	05/15/2025 🔒 Open		



**Town of Smithfield**  
**Public Works Sanitation Division**  
**Monthly Report**  
**May 31, 2025**



**I. Statistical Section**

The Division collected from approximately 4,453 homes, 4 times during the month

- a. Sanitation forces completed 61 work orders
- b. Sanitation forces collected tons 518.99 of household waste
- c. Sanitation forces disposed of loads 62 of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 4.32 tons of recyclable plastic
- h. Recycled 0 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 lbs of Anti-freeze was collected at the Convenient Site Center
- j. Recycled 0 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
- c. Sold 1,140 lbs. of shredder steel for \$80.37 to Omni Source

**III. Major Expenses for the Month:**

Spain Farms Nursery was paid \$ 2,356.00 for disposal of yard waste and debris. CES was paid \$ 3,356.96 for grapple controls on TK 304. Evan's Tire was paid \$1,427.88 for new tires on TK 310. ISG was paid \$2,228.59 for parts for TK 318. Rehig Pacific Co. was paid \$ 15,625.00 for 250 new roll outs. Walker Napa Auto Parts was paid \$ 699.00 for evap smoke machine. Whites Tractor/Truck Co. was paid \$ 939.53 for new sensor on TK 305.

**IV. Personnel Update:**

No new employees in the month of May.

**V. Narrative of monthly departmental activities:**

Public Works Safety Training was on "Anti-Harassment" With Jamie Pearce. No Events for the month of May..

Community Service Workers worked 90 Hrs.

**Town of Smithfield  
Public Works Storm Water Division  
Monthly Report  
May 31, 2025**



**I. Statistical Section**

**II. Major Revenues**  
None

**III. Major Expenses for the Month:**

Paid \$3,241.00.00 to Pro city Works and Sewage LLCS for cleaning the remaining West Smithfield ditches.

**IV. Personnel Update:**  
None

**V. Narrative of monthly departmental activities:**

The Public Works Department safety meeting was for "Anti-Harassment" with Jamie Pearce at Wellness Works.



## SRAC MONTHLY REPORT FOR MAY, 2025

PROGRAMS SATISTICS	MAY, 2025		MAY, 2024	
NUMBER OF PROGRAMS	18		20	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	1621		1651	
	MAY, 2025	24/25 FY YTD	MAY, 2024	23/24 FY YTD
SRAC MEMBER VISITS	4709	45129	4406	43406
DAY PASSES	2103	16726	1981	17184
RENTALS (SRAC)	38	391	45	259
USERS (SRAC RENTALS)	514	25044	1266	24585
<b>TOTAL UNIQUE CONTACTS</b>	<b>8,947</b>		<b>9,304</b>	
FINANCIAL STATISCTICS	MAY, 2025		MAY, 2024	
	MAY, 2025	24/25 FY YTD	MAY, 2024	23/24 FY YTD
SRAC REVENUES	\$ 88,454.00	\$ 751,845.00	\$ 75,679.00	\$ 724,649.00
SRAC EXPENDITURES - OPERATIONS	\$ 86,075.00	\$ 946,757.00	\$ 94,932.00	\$ 953,107.00
CAPITAL OUTLAY EXPENDITURES	\$ 10,928.00	\$ 32,592.00	\$ 3,248.00	\$ 101,358.00
SRAC MEMBERSHIPS	4292		3931	
<b>NOTES:</b>	SRAC TIGERSHARKS SUMMER SWIM TEAM - (90 SWIMMERS) TIGERSHARKS SWIM LESSONS (792 LESSONS)			



## MONTHLY REPORT FOR MAY, 2025

PROGRAMS SATISTICS	MAY, 2025		MAY, 2024	
NUMBER OF PROGRAMS	13	99	12	
TOTAL ATHLETICS PARTICIPANTS	971	6822	708	
TOTAL NON/ATHLETIC PARTICIPANTS	562	7992	377	
NUMBER OF GAMES PLAYED	235	1213	193	
TOTAL NUMBER OF PLAYERS (GAMES)	5276	26751	3552	
NUMBER OF PRACTICES	29	1019	50	
TOTAL NUMBER OF PLAYER(S) PRACTICES	319	13543	659	
SARAH YARD COMMUNITY CENTER VISITS	165	1331	184	
	MAY, 2025	24/25 FY YTD	MAY, 2024	23/24 FY YTD
PARKS RENTALS	19	414	46	672
USERS (PARKS RENTALS)	702	32307	2643	23188
<b>TOTAL UNIQUE CONTACTS</b>	<b>7,024</b>	<b>88,746</b>	<b>7,415</b>	<b>95,924</b>
FINANCIAL STATISTICS	MAY, 2025		MAY, 2024	
		24/25 FY YTD		23/24 FY YTD
PARKS AND RECREATION REVENUES	\$ 9,715.00	\$ 122,282.00	\$ 4,212.00	\$ 87,453.00
PARKS AND RECREATON EXPENDITURES (OPERATIONS)	\$ 100,467.00	\$ 993,335.00	\$ 97,858.00	\$ 830,807.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ -	\$ 69,595.00	\$ 40,500.00	\$ 193,435.00
SYCC EXPENDITURES	\$ 2,135.00	\$ 30,070.00	\$ 5,331.00	\$ 33,375.00
SYCC CAPITAL OUTLAY	\$ -	\$ 4,300.00		\$ 7,475.00

**NOTES:** Cinco De Mayo Concert at Neuse River Amphitheater  
River Jam Concert Series Concert - The Embers  
USSSA Youth Girls Softball Tournament / Top Gun Baseball Tournament  
Youth T-Ball, Baseball, Softball and Adult Fun and Fellowship Softball



- **Statistical Section**

- Electric CP Demand 23,419 Kw relative to April's demand of 20,062 Kw.
- Electric System Reliability was 99.9991%, with two (2) recorded main line outages; relative to April's 99.5436%.
- Raw water treated on a daily average was 4.462 MG relative to 4.300 MG for April; with maximum demand of 5.536 MG relative to April's 5.648 MG.
- Total finished water to the system was 128.821 MG relative to April's 118.235 MG.  
Average daily for the month was 4.156 MG relative to April's 3.814 MG.  
Daily maximum was 4.875 MG (May 19<sup>th</sup>) relative to April's 4.919 MG.  
Daily minimum was 2.748 MG (May 30<sup>th</sup>), relative to April's 2.783 MG.

- **Miscellaneous Revenues**

- Water sales were \$265,616 relative to April's \$256,634
- Sewer sales were \$445,700 relative to April's \$441,855
- Electrical sales were \$1,208,363 relative to April's sales of \$1,267,262
- Johnston County Water purchases were \$308,691 for 121.532 MG relative to April's \$227,721 for 89.654 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$1,055,712 relative to April's \$958,710
- Johnston County sewer charge was \$170,105 for 38.055 MG relative to April's \$237,105 for 53.044 MG.

- **Personnel Changes**

Sean Kovacs was hired as an Electric Line Technician on May 12, 2025



**Town of Smithfield  
Electric Department  
Monthly Report  
May 2025**

**I. Statistical Section**

- Street Lights repaired –7
- Area Lights repaired-5
- Service calls – 38
- Underground Electric Locates -563
- Poles changed out/removed or installed -12
- Underground Services Installed -2

**II. Major Revenues**

- N/A

**III. Major Expenses for the Month:**

- N/A

**IV. Personnel Update:**

- The Electrical Dept. has new employee starting May 19 2025.
- 

**V. Miscellaneous Activities:**

- The electrical Dept removing lights at JCC
- The Electrical Dept. is working on replacing old poles and upgrading lines in the south side of town.
- The Electrical Dept is continuing to work on the Pole Audit Town.





## Public Utilities Water and Sewer

Monthly Statistics	Month Ending	5/31/2025
	<i>Monthly Total</i>	<i>Year to Date Total</i>
Water Calls	97	455
Sewer Calls	24	170
Utility Locates	598	4014
Storm Drainage Calls	4	5
Total Calls	723	4644
Quotes new services	5	18
Inspections	3	21
Locate existing water & sewer services	6	15
Disconnect water	1	14
Reconnect water	1	6
Test meter	1	16
Temp hydrant meter	8	12
Discolored water call	5	13
Low pressure call	3	36
Leak detection	15	95
Meter check	40	131
Meter repair	33	85
Meter leak	4	47
Service leak	3	26
Water main leak	3	25
Replace existing water meter	32	63
Install new water meter	26	148
Install new water service	2	7
Renew water service	6	14
Water blow off repair	0	0
Street cuts	9	35

Repair utility cut or sink hole	3	19
Fire hydrant repair	0	6
Fire hydrant replaced	4	18
Camera Sewer main or service	1	13
Sewer odor complaint	2	7
Sewer main repair	6	25
Clean out repair or install	4	30
LF of sewer main cleaned	1480	6035
LF of sewer service cleaned	1190	7488
LF of storm drain cleaned	600	1100

- Serviced and maintained 22 Sanitary Sewer Lift Stations 2 times per week
- Inspected all aerial sewer lines
- Inspected all high priority manholes weekly
- Helped public works with cleaning storm drain lines and catch basin during and before rain events

## Major Expenses for the month of March

- Had Stuckey to make some water and sewer repairs that we were not able to.
- Still having work done on the Vac truck.

## Upcoming Projects for the month of April

- I 95 project continues.
- Finley Landing homes are being built, which means meters are being installed.
- New subdivision behind Walmart has begun.
- Hydromechanics will continue replacing and repairing fire hydrants.

## Personnel Updates



## **MONTHLY WATER LOSS REPORT**

**May 2025**

**(8) - Meters with slow washer leaks**

**(3) - ¾" Line, 1/8", 1 Day**

**1" Line, Shear, 1 day**

**1 1/2" Line, Shear, 1 day**

**1 1/2" Line, Shear, 3 days**



**Smithfield Water Plant**  
Distribution Sampling Site Plan

**Hydrant Flushing**

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	05/19/25	3	15	7965	10	North Street	05/27/25	3	15	17820	40
Computer Drive	05/19/25	3	15	31860	10	West Street	05/22/25	3	15	78030	50
Castle Drive	05/19/25	3	15	7965	10	Regency Drive	05/27/25	3	15	63720	60
Parkway Drive	05/19/25	3	15	63720	40	Randers Court	05/28/25	3	15	15930	40
Garner Drive	05/19/25	3	15	63723	40	Noble Street	05/28/25	3	15	15930	40
Hwy 210 LIFT ST.	05/19/25	3	15	15930	40	Fieldale Dr#1(L)	05/28/25	3	15	63720	40
Skyland Drive	05/19/25	3	15	7965	10	Fieldale Dr#2(R)	05/28/25	3	15	63720	40
Bradford Street	05/19/25	3	15	15930	10	Heather Court	05/28/25	3	15	15930	40
Kellie Drive	05/19/25	3	15	7965	10	Reeding Place	05/27/25	3	15	15930	40
Edgewater	05/20/25	3	15	7965	10	East Street	05/28/25	3	15	63720	40
Edgecombe	05/20/25	3	15	15930	40	Smith Street	05/28/25	3	15	63720	40
Valley Wood	05/20/25	3	15	63720	40	Wellons Street	05/28/25	3	15	63720	40
Creek Wood	05/20/25	3	15	63720	40	Kay Drive	05/28/25	3	15	38985	15
White Oak Drive	05/19/25	3	15	7965	10	Huntington Place	05/28/25	3	15	38985	15
Brookwood Drive	05/19/25	3	15	22515	5	N. Lakeside Drive	05/28/25	3	15	9750	15
Runnymede Place	05/20/25	3	15	31860	10	Cypress Point	05/28/25	3	15	34890	12
Nottingham Place	05/20/25	3	15	38985	10	Quail Run	05/28/25	3	15	8715	12
Heritage Drive	05/20/25	3	15	38985	10	British Court	05/28/25	3	15	8715	12
Noble Plaza #1	05/20/25	2.8	15	9750	10	Tyler Street	05/29/25	3	15	78030	60
Noble Plaza #2	05/20/25	2.8	15	9750	10	Yelverton Road	05/29/25	3	15	63720	40
Pinecrest Street	05/20/25	3	15	19500	10	Ava Gardner	05/29/25	3	15	63720	40
S. Sussex Drive	05/20/25	3	15	31860	10	Waddell Drive	05/29/25	3	15	7965	10
Elm Drive	05/20/25	3	15	9750	10	Henly Place	05/29/25	3	15	8715	12
						Birch Street	05/29/25	3	15	34890	12
Coor Farm Supply	05/22/25	2	15	7965	10	Pine Street	05/29/25	3	15	38985	15
Old Goldsboro Rd,	05/22/25	3	15	7965	10	Oak Drive	05/29/25	3	15	37695	14
Hillcrest Drive	05/27/25	3	15	31860	10	Cedar Drive	05/29/25	3	15	31860	10
Eason Street	05/27/25	3	15	38985	40	Aspen Drive	05/29/25	3	15	34890	12
Magnolia circle	05/27/25	3	15	78030	40	Furlonge Street	05/29/25	3	15	34890	12
Rainbow Drive	05/22/25	3	15	19500	60	Golden Corral	05/29/25	3	15	40290	16
Rainbow Circle	05/22/25	3	15	19500	60	Holland Drive	05/29/25	3	15	9750	15
Moonbeam Circle	05/27/25	3	15	19500	60	Davis Street	05/29/25	3	15	34890	12
Ray Drive	05/27/25	3	15	15930	60	Caroline Ave.	05/29/25	3	15	31860	10
Will Drive	05/27/25	3	15	63720	40	Johnston Street	05/29/25	3	15	38985	15
Michael Lane	05/27/25	3	15	63721	40	Ryans	05/29/25	3	90	9750	15
Ward Street	05/22/25	3	15	15930	40						
				961954						1282815	2244769

